



# GROUP MASTER APPLICATION

95 Enterprise, Suite 100  
Aliso Viejo, CA 92656-2605  
(800) 333-9561

OFFICE USE ONLY  
Group No. \_\_\_\_\_

## PLAN SELECTION

Dental			Vision		
<input type="checkbox"/> 1000	<input type="checkbox"/> 2000	<input type="checkbox"/> 3000	<input type="checkbox"/> SM10	<input type="checkbox"/> SM20/20	<input type="checkbox"/> SM30
<input type="checkbox"/> 1000S	<input type="checkbox"/> 2000S	<input type="checkbox"/> 3000S			
<input type="checkbox"/> SM600 Southern CA	<input type="checkbox"/> SM600 Central/No. CA				

## GROUP INFORMATION (PLEASE PRINT)

Group Name			Requested Effective Date	
Street Address		City	State	ZIP
Billing Address		City	State	ZIP
Billing Contact Name (Please Print)	Billing Contact Tel.	Billing Contact Fax	Billing Contact Email	
HR Contact Name (Please Print)	HR Contact Tel.	HR Contact Fax	HR Contact Email	

## ENROLLMENT

	# Enrolled	Rate	Monthly Prepayment Fee	Participation
Employee Only	_____	\$ _____	\$ _____	Total # of Employees _____ Total # of Eligible Employees _____ Total # Enrolled Employees _____
Employee + 1 Dependent	_____	\$ _____	\$ _____	
Employee + 2 or More	_____	\$ _____	\$ _____	
1st Month's Remittance (Enclosed)		Total	\$ _____	

Submit this signed Group Master Application, the Group Contract For Prepaid Services, all employee enrollment cards, and a check payable to SmileSaver for the first month's prepayment fee. Your monthly fees must reach SmileSaver no later than the 20th of the month for your employees to be eligible on the first of the following month.

Employee Plan Documents to be sent to: \_\_\_\_\_  Employee Residence  Employer

Applicant Organization acknowledges that it has read and understands the terms of the Group Contract for Prepaid Dental Services ("Group Contract") attached to and made a part of this Group Master Application. This Application is subject to and conditioned upon the written acceptance by SmileSaver. Upon such acceptance by SmileSaver, the terms contained in this Group Master Application and the Group Contract attached hereto, shall constitute the agreement between the parties with respect to the subject matter thereof and shall thereafter be referred to together as the "Group Contract".

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Applicant's Authorized Representative or Corporate Officer)

This Group Master Application and affixed Group Contract for Prepaid Services are entered into as of \_\_\_\_\_, **1**, \_\_\_\_\_, SmileSaver, a division of SafeGuard Health Plans, Inc.  
Name: **Robin Muck**  
Signature: \_\_\_\_\_  
Title: **President**

## AGENT INFORMATION

PRODUCING AGENT: _____	CODE: _____
ADDRESS: _____	
PHONE: _____	FAX: _____
AGENT SIGNATURE: _____	DATE: _____
GENERAL AGENT (If Applicable): _____	CODE: _____

## FOR PLAN USE ONLY

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## GROUP CONTRACT FOR PREPAID DENTAL SERVICES

This GROUP CONTRACT FOR PREPAID SERVICES ("Group Contract") is between the Organization (the "Group") named in the GROUP MASTER APPLICATION and confirmed in the ACCEPTANCE and SmileSaver, a division of SafeGuard Health Plans, Inc., a California Corporation (the "Plan"). The terms of the Group Master Application and the Acceptance shall constitute an integral part hereof and shall together constitute the Group Contract.

### RECITALS

- A.** The Plan is a California Corporation, licensed as a Health Care Service Plan under the Knox-Keene Health Care Service Plan Act of 1975. Through its network of dentists, the Plan is able to provide dental care services to eligible Members of GROUP.
- B.** GROUP desires to engage the Plan to make available to Members of GROUP, the Plan's network of dental professionals who will perform Covered Dental Services to such Members in accordance with the terms of the Plan's Benefits Program.

### REFERENCE TO ATTACHMENTS

#### GROUP CONTRACT

This Contract, together with the GROUP MASTER APPLICATION and GROUP CONTRACT for Prepaid Dental Services Acceptance Agreement (herein referred to as "Acceptance Agreement"), Evidence of Coverage, Provider Listing, or other attachments hereto constitute the entire agreement of the parties.

In consideration for the foregoing recitals and the mutual covenants and promises herein contained, the Plan and GROUP agree as follows:

**1. DEFINITIONS:** Except as otherwise specified in this GROUP CONTRACT, all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Evidence of Coverage.

**1.1. Benefits Program.** The dental services offered by the Plan and available to GROUP's Members as set forth in the coverage, description of benefits, co-payments, exclusions, limitations of benefits as well as the specific obligations, duties and covenants contained within the Evidence of Coverage provided to each Member, a copy of which is attached hereto.

**1.2. Co-payment(s).** Amount the Member or someone on his or her behalf shall pay the Participating Dentist directly when services listed in the attached Description of Benefits and Co-payments are performed by the Participating Dentist for the Member.

**1.3. Coverage Decision.** The approval or denial of health care services by the Plan, or by one (1) of its contracting entities, substantially based on a finding that the provision of a particular service is included or excluded as a covered benefit under the terms and conditions of this health care service plan contract.

**1.4. Covered Dental Services.** Those specific dental care professional services and benefits which a Member is entitled to receive in accordance with the terms, conditions and procedures specified in this GROUP CONTRACT, as more particularly set forth in the "Services Performed," "Description of Benefits & Co-payments," and "Exclusions and Limitations of Benefits" of the Evidence of Coverage document attached hereto.

**1.5. Evidence of Coverage.** The document attached hereto which sets forth the services, benefits, co-payments, exclusions and limitations of benefits offered by the Plan to Members of GROUP pursuant to this GROUP CONTRACT.

**1.6. Member(s).** Any eligible employee of the GROUP and his or her eligible dependent(s) for whom the appropriate prepayment fee was paid, prior to the coverage period, for the Covered Dental Services.

**1.7. Participating Dentist,** General dentists or specialist dentists who have contracted with the Plan to provide dental services to the Members.

**1.8. Participating General Dentist .** General dentists who have contracted with the Plan to provide dental services to the Members.

**1.9. Participating Specialist.** Specialist dentists who have contracted with the Plan to provide dental services to the Members.

**1.10. Prepayment Fee(s).** The amount set forth in the Acceptance Agreement payable monthly by GROUP to the Plan (or its designee) in consideration of the Covered Dental Services provided pursuant to this GROUP CONTRACT.

**1.11. Subscriber.** The GROUP or the individual who has purchased dental services.

#### **2. ELIGIBILITY:**

**2.1.** The determination of who is eligible to participate and who is actually participating in the Benefits Program shall be determined by GROUP, and the Plan shall have the right to rely upon that determination. Any disputes or inquiries regarding eligibility, including rights regarding renewal, reinstatement and the like, if any, shall be referred by the Plan to GROUP, which shall then advise the Plan of its determination.

**2.2.** Only those persons who are Members are eligible for Covered Dental Services under this GROUP CONTRACT.

**2.3.** GROUP agrees to supply the Plan (or its designee) monthly, no later than the 20th day of each month, with eligibility data reflecting additions, changes and deletions covering data for those Members who are to receive benefits under the Benefits Program for the following month (hereinafter referred to as "Eligibility List"). The Eligibility List shall be in a form agreed to by the parties in order to allow the Plan to fulfill its obligations under this GROUP CONTRACT.

**2.4.** Should Member be terminated or leave GROUP, Member and his or her dependent(s) shall continue to be eligible to receive dental services, and the Plan shall be entitled to its monthly prepayment fee for such Members until such time as the Plan is notified in writing of the Member's termination, and the Member and his or her dependent(s) are removed from the Eligibility List. Should the Plan be notified of a Member's termination after the Eligibility List is provided by GROUP to the Plan, coverage for the Member and his or her dependent(s) shall continue until the end of the applicable monthly period, and the Plan shall retain or must be paid the applicable Prepayment Fee to the end of the monthly period for the Member and his or her eligible dependent(s).

#### **3. PRINCIPAL BENEFITS AND COVERAGE (EXCLUSIONS):**

**3.1.** Subject to all terms and provisions of this GROUP CONTRACT, the Plan shall arrange for dental services and benefits in accordance with the terms of the Benefits Program. The Benefits Program sets forth the Covered Dental Services which are limited by the Principal Exclusions and Limitations of Benefits as stated in the Evidence of Coverage. Please reference the definition of Coverage Decision, to fully understand what is meant by coverage for a given procedure.

**3.2.** GROUP acknowledges and understands that this GROUP CONTRACT provides solely and exclusively for services to be performed at dental facilities provided by the Plan. This GROUP CONTRACT provides for services only, is not an insurance policy and does not

indemnify or reimburse any Member or GROUP in any manner whatsoever, except as specifically set forth in the Evidence of Coverage documents in relation to emergency care and treatment.

**4. CHOICE OF DENTIST:**

**4.1. Selection of Participating General Dentist.** Each Member and eligible dependent must select a participating general dentist office from the current "List of Participating Dental Offices" with a maximum of three (3) provider offices per family (one (1) provider per member) and inform the Plan of the selection(s). The Member and all of his or her covered dependents may obtain covered services only from the designated participating general dentist office.

**4.2. Participating Specialty Dentists.** If a Covered Dental Service is beyond the normal practice of the Participating General Dentist, Participating General Dentist may refer the Member to a Participating Specialty Dentist. Specialty care is available to the Member when the assigned Participating General Dentist informs the Member that he or she will require specialty care. Members must be referred to Participating Specialists to receive Plan benefits. The co-payment for procedures performed by the Participating Specialty Dentist may be different than those charged by the Participating General Dentists (see Description of Benefits and Co-payments). The Member is responsible for the applicable co-payment for these procedures.

**5. APPLICABLE FEES AND COSTS:**

**5.1.** GROUP shall pay the Plan (or its designee) the appropriate Prepayment Fee, as set forth in Paragraph D of the Acceptance Agreement, each month for each covered Member, as applicable, commencing on the effective date of this GROUP CONTRACT, which sum shall be the monthly Prepayment Fee and Group Monthly Billing Charge until the renewal date of this GROUP CONTRACT. Automatic debit from checking account or automatic charge to credit card shall also be acceptable as a means of payment, upon authorization by group and approval by the Plan.

**5.2.** GROUP shall send one (1) check covering all Members to the Plan (or its designee) at the address indicated in the notice provision, as specified in Paragraph 11.17 below, and continuing each month thereafter on said date, for the duration of this GROUP CONTRACT. Said check must be received by the Plan no later than the 20th day of the month preceding the month during which Members will be eligible for benefits.

**5.3. Change In Monthly Pre-Payment Fee.** The Plan shall not increase the monthly Prepayment Fee or Group Monthly Billing Charge except after at least thirty (30) days written notice to GROUP prior to the annual renewal date of this GROUP CONTRACT.

**5.4. Co-payments.** For those Covered Dental Services requiring co-payments, as specified in the Evidence of Coverage, Members shall pay the required co-payment directly to his or her Participating General Dentist at the time the service is rendered. Member(s), and not the Plan or GROUP, shall be solely responsible for payment of all co-payments and for any excluded procedures, and shall make payment therefor directly with the Participating Dentist rendering such services.

**5.5. Non-Covered Dental Services.** Members shall pay for any care, service, and/or materials which are not Covered Dental Services under this GROUP CONTRACT. Any such additional care, service, and/or materials not covered under this GROUP CONTRACT shall be arranged between the Member and a dental care provider.

**6. ADMINISTRATION OF PROGRAM:**

**6.1.** Whenever the Plan is obligated to give any notice to Members with regard to any matters covered by this GROUP CONTRACT, the Knox Keene Health Care Service Plan Act of 1975, as amended, or any other applicable state or federal laws or any regulations promulgated by the California Department of Managed Care, it shall be sufficient for the Plan to give such notice to a representative of GROUP designated in Paragraph A of the Acceptance Agreement section of this GROUP CONTRACT (as may be amended from time to time). GROUP shall then be obligated to give that notice to the Members in its next regular communication, but in no event shall such notice be given later than thirty (30) days after the Plan gives such notice to GROUP. GROUP shall provide the Plan with proof of any such notice including the date notice was provided to Members.

**6.2.** With regard to the distribution of all materials, such as Evidence of Coverage and Disclosure Forms and other materials required to be distributed pursuant to applicable law or the terms of this GROUP CONTRACT or the applicable Service Plan, it shall be sufficient for the Plan to deliver the material for distribution to the representative of GROUP designated in Paragraph A of the Acceptance Agreement section of this GROUP CONTRACT (as may be amended from time to time). GROUP shall be responsible to distribute such materials to Members and their eligible dependent(s) on a timely basis. GROUP shall provide the Plan with proof of any such notice including the date notice was provided to Members. The Plan specifically reserves the right to distribute these materials directly to Members at its sole discretion and expense.

**6.3. Continuation of Benefits.**

**6.3.1. Federal COBRA.** The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires that under certain circumstances health plan benefits available to an eligible Member and his or her dependent(s) be made available for purchase by said persons upon the termination of employment of said Member, or the termination of the relationship between said Member and his or her dependent(s). If, and only to the extent, COBRA applies to the parties to this GROUP CONTRACT, the Plan shall make the statutorily required continuation coverage available for purchase in accordance with COBRA. Group will direct Members to contact their employee benefits administrator to determine if they qualify for continuing coverage through COBRA.

**6.3.2. Cal-COBRA.** Pursuant to the California Continuation Benefits Replacement Act ("Cal-COBRA"), GROUP shall notify the Plan of any Member who has had a "qualifying event," as defined in Section 1366.21(d)(2) of the California Health and Safety Code (H&S Code), within thirty-one (31) days of the qualifying event. In addition, with regard to any "qualified beneficiary" (as defined in Section 1366.21(c) of the H&S Code) who is receiving CAL-COBRA continuation coverage benefits, GROUP shall notify any such qualified beneficiary whose continuation coverage will terminate under the Benefit Program prior to the end of the period the qualified beneficiary would have remained covered (as provided in Section 1366.27 of the H&S Code) a minimum of thirty (30) days prior to the termination, of the qualified beneficiary's ability to continue coverage under a new group Benefit Program for the balance of the period the qualified beneficiary would have remained covered under the Benefit Program. GROUP shall also provide to such qualified beneficiary the necessary benefits information, prepayment fee information enrollment forms, and instructions consistent with the disclosure requirements of Section 1366.24(c) of the H&S Code to allow the qualified beneficiary to continue coverage. GROUP shall send this information to the qualified beneficiary's last known address.

**6.4. Identification Card.** The Plan shall issue an identification card identifying the Members eligible for services provided by this GROUP CONTRACT.

**6.5. Emergency Services and Reimbursement Provisions.** Emergency dental services are defined as those services provided in response to an acute or urgent need for such care and in a situation where both return to the assigned participating dental office and delay of dental

treatment would impose unreasonable hardships on the Member and would not be medically advisable. The Plan shall pay up to \$50.00 for all emergency care rendered during a contract year to the Member.

**6.6. Notice of Participating Dentist Status.** The Plan shall contract with dental facilities at appropriate locations to provide services to Members. GROUP recognizes that the establishment, maintenance and location of all dental facilities are within the sole discretion of the Plan; and the Plan shall make the sole determination of the location and establishment of all such dental facilities. The Plan agrees to provide written notice to GROUP and/or Members as provided for in this Article 6, within a reasonable amount of time in the event that a Participating Dentist (1) is terminated, (2) has breached the provider contract with the Plan or (3) is unable to perform as a Participating Dentist.

**6.6.1.** The Plan shall provide in its contracts with Participating Dentists that in the event the Participating Dentist is terminated from participation with the Plan, the Participating Dentist will complete any "service in progress," whether or not the completion of said service in progress carries beyond the effective date of termination.

**6.6.2.** Upon termination of a Member's assigned Participating Dentist, the Plan will make adequate arrangements to reassign the Member to another Participating Dentist to insure a continuity of care and continuity of coverage.

**7. DENTIST-PATIENT RELATIONSHIP:**

**7.1.** It is expressly understood that the relationship between Member and the Participating Dentist rendering services or treatment under the Benefit Program, shall be subject to the rules, limitations and privileges incident to the professional relationship, and the Plan's Quality Assurance Peer Review and Public Policy Committees. The Participating Dentist shall be solely responsible to Member, without interference from the Plan or GROUP, for all services or treatment within the professional relationship. The Participating Dentist shall have the right to refuse treatment to a Member using his or her discretion.

**7.2.** While the Plan desires and will actively seek to contract with the most modern dental facilities available in the profession, it is understood and agreed that the operation and maintenance of any Participating Dentist's facility, equipment and the rendition of all professional services shall be solely and exclusively under the control and supervision of the Participating Dentist, including all authority and control over the selection of staff, supervision of the personnel, and operation for the professional practice, and/or the rendition of any particular professional service or treatment.

**8. TERM, RENEWAL AND TERMINATION:**

**8.1. Initial Term.** This Contract shall be effective on the date indicated in Paragraph B of the Acceptance Agreement, and shall continue to the end of the period specified in Paragraph C of the Acceptance Agreement.

**8.2. Renewal.** The parties may renew this Contract at the end of the term hereof, and by mutual consent modify or alter this Contract provided; however, that said modifications, amendments, alterations or renewals shall be in writing, duly executed by both parties hereto, and attached to this Contract. Failure by either party to terminate this Contract by giving the other party thirty (30) days written notice prior to the termination date of the Contract, shall automatically renew this Contract for a like term as indicated in Paragraph C of the Acceptance Agreement.

**8.3. Termination for Nonpayment.** Should GROUP be in default by failure to timely remit the monthly Prepayment and Billing/Administration Fee, the Plan shall have the right to terminate this GROUP CONTRACT upon fifteen (15) days written notice. GROUP shall then have fifteen (15) days to remit the monthly Prepayment and Billing/Administration Fee. The Plan shall within thirty (30) days of termination of this GROUP CONTRACT refund to GROUP the pro rata portion of the Prepayment Fee which corresponds to any unexpired term for which Prepayment Fees have been received. The Plan shall be paid its Prepayment Fee to the effective date of termination. Following termination, if a GROUP wishes to reinstate coverage within six (6) months, a reinstatement fee may apply. A \$15.00 re-instatement fee for groups with five (5) – ten (10) Members and a \$25.00 fee for groups over ten (10) Members may be charged. Reinstatement is dependent on group account status being current to date of termination. GROUP will be subject to prepayment fees in effect at the time of reinstatement and minimum group size requirements.

**8.4. Termination For Lack of Enrollment.** The Plan may, at its option, terminate this GROUP CONTRACT if enrollment falls below five (5) Members for a period of two (2) consecutive months. Notice of such termination will be in writing to the GROUP and will be effective thirty (30) days after notice is given pursuant to Paragraph 11.17 hereof.

**8.5. Notice of Termination.** In the event of termination, of a Member or dependent, GROUP shall mail a legible copy of the Notice of Termination to Member within ten (10) days and provide proof of such mailing to SMILESAVER DENTAL PLAN within five (5) days.

**8.5.1.** For Termination of GROUP CONTRACT contract effective the first of the following month, written notification must be received by SmileSaver Dental Plan no later than the 20<sup>th</sup> of the preceding month. Written notification of termination received after the 20<sup>th</sup> of the month will be effective no sooner than the 1<sup>st</sup> of the 2<sup>nd</sup> month following.

**8.5.2.** In the event of termination of a Member or dependent, GROUP shall mail a legible copy of a notice of termination to MEMBER within ten (10) days and provide proof of such mailing to the Plan within five (5) days of such mailing to MEMBER.

**8.6. Late Payment Penalty.** A late payment penalty of 5% for any unpaid Prepayment Fees shall be assessed on the last day of the month for any unpaid Prepayment Fees. If the Subscriber's payment for prepayment fee results in a lack of payment due to any banking issue, that is not the responsibility of the Plan, then the Plan may impose a service charge not to exceed \$25.00.

**8.7. Termination Of Member.**

**8.7.1.** The Plan reserves the right to terminate any Member of the Benefit Program if the Plan is unable, after a reasonable effort, to establish and maintain a satisfactory dentist-patient relationship between a Participating Dentist and the Member. Notice of such termination shall be given to Member in writing and coverage shall cease fifteen (15) days after notice is provided pursuant to Paragraph 11.17. Following termination pursuant to this paragraph, the Plan will refund any prepayment fee received by it on behalf of such Member during the period of one (1) month prior to such termination. If a Member believes that he or she was terminated by the Plan because of such Member's health status or requirement for health care services, he or she may request a review of such termination by the Commissioner of Corporations.

**8.7.2.** In the event a Member terminates employment or association with GROUP, or is certified by GROUP as being no longer eligible for benefits provided for herein, coverage for such terminated Member and his or her dependent(s) shall cease the last day of the monthly period for which .GROUP has paid the applicable Prepayment Fee to the Plan for the terminated Member and his or her dependent(s).

**8.7.3.** A Member is in a course of treatment for an acute condition or serious chronic condition, he or she may be entitled to stay with his/her current provider up to ninety (90) days which is conditional upon the provider agreeing to the same contract conditions prior to his or her termination from the program. The provider is not obligated to agree to continue the delivery of care under the terms of the terminated contract. A Member can call the Plan at (800) 333-9561 to determine if a Member is eligible for this benefit.

**8.8. Continuing Privileges (Individual Continuation of Benefits).** In the event the Member ceases to be eligible for membership either through termination of employment or by termination of this GROUP CONTRACT, the Member may obtain an individual Benefit Program by applying within thirty (30) days of termination of his or her group membership. The Plan shall then issue that Member an individual Benefit Program as is then being offered by the Plan

**9. THE PLAN FACILITIES:**

**9.1. The Plan Facilities And Participating Dentists.** The Covered Dental Services provided hereunder are provided by the Plan pursuant to agreements among various licensed dentists throughout California. The Plan represents that the professional dental services provided hereunder shall be provided only by individuals or entities licensed and/or otherwise authorized to perform such services by the applicable governmental or professional authority.

**9.1.1. The Plan's Participating Dentist Agreements.** The Plan agrees to maintain written agreements with all Participating Dentists, and each such agreement shall comply with applicable law.

**9.2. Additional Services.** Nothing in this GROUP CONTRACT shall prohibit or limit a the Plan Participating Dentist from providing and charging for services not included as Covered Dental Services under this GROUP CONTRACT.

**9.3. Provider Incentive.** SmileSaver Dental Plan Dental Plan compensates its participating general dentists through a capitation agreement by which they are paid a fixed amount of money each month based upon the number of Members that select their office. The dentists also receive compensation from Plan Members who pay a defined "Co-payment" for specific dental services. In addition, there may be occasions when a program may provide supplemental payments for specific dental procedures. These are the only forms of compensation the general dentist receives from SmileSaver Dental Plan. The schedule of co-payments is located in the Evidence of Coverage. If you would like more information regarding the Plan's provider incentive programs, please contact the Plan's Professional Network Service Department at (800) 333-9561.

**10. GRIEVANCE PROCEDURES/ARBITRATION:**

A Member who alleges that his enrollment has been canceled or not renewed because of the Member's health status or requirements for health care services may request a review of cancellation by the Department of Managed Care. If a Member is dissatisfied with the provision or lack of provision of services under this agreement, he or she may file either an oral or written complaint with the Plan. This can be done by calling or writing the Administrator of the Plan. Grievances should be directed to SafeGuard, 95 Enterprise, Suite 100, Aliso Viejo, CA 92656, (800) 333-9561. The Plan shall whenever possible resolve all grievances within thirty (30) days and provide the Member with a written, clear and concise explanation or statement concerning the disposition or pending status of the grievance within thirty (30) days of the Plan's receipt of the grievance.

**10.1 Grievance Procedures.** If you or one of your eligible dependents has a grievance with SmileSaver or your Participating Vision Provider, you may obtain SmileSaver's Member Grievance Forms by calling our Member Services Department at (800) 333-9561. We will permit grievances which are filed within 180 days of the occurrence or incident that is the subject of the grievance.

**10.2** Or, you may submit a completed Written Grievance Form (available by calling the Member Services number) or a detailed summary of your grievance to SmileSaver at: **SafeGuard, c/o Quality Management Department, PO Box 3532, Laguna Hills, CA 92654-3532.** Please be sure to include subscriber name (patient's name, if different), Family Identification Number, facility on all written correspondence. You may also file a written grievance via our website at [www.safeguard.net](http://www.safeguard.net). Please click on Members, then "Forms to Print", and then "Grievance Forms".

**10.3** SmileSaver agrees, subject to its Grievance Procedure, to duly investigate and endeavor to resolve any and all grievances received from Members regarding the plan. SmileSaver will confirm receipt of your grievance in writing within five (5) days of receipt. We will resolve the grievance and communicate the resolution in writing within thirty (30) calendar days.

**10.4** The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(1-800-333-9561)** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-HMO-2219)** and a **TDD line (1-877-688-9891)** for the hearing and speech impaired. The department's Internet Web Site **<http://www.hmohelp.ca.gov>** has complaint forms, IMR application forms and instructions online.

**10.5** In the event of an urgent grievance, which involves an imminent and serious threat to your health, including, but not limited to, severe pain, potential loss of life, limb or major bodily function, you are not required to participate in SafeGuard's grievance process and may directly contact the California Department of Managed Health Care, as referenced above, for review of the urgent grievance.

**10.6 Arbitration.** Each and every disagreement, dispute or controversy, which remains unresolved, concerning the construction, interpretation, performance or breach of this contract, or the provision of vision care services under this contract after exhausting SmileSaver's complaint procedures, arising between the organization, a member or the heir-at-law or personal representative of such person, as the case may be, and SmileSaver, its employees, officers or directors, or Participating Vision Provider or their vision care groups, partners agents, or employees, may be voluntarily submitted to arbitration in accordance with the American Arbitration Association rules and regulations, whether such dispute involves a claim in tort, contract or otherwise. This includes, without limitation, all disputes as to professional liability or malpractice, that is as to whether any vision services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered. It also includes, without limitation, any act or omission which occurs during the term of this contract but which gives rise to a claim after the termination of this Contract. Arbitration shall be initiated by written notice to the President, SafeGuard Health Plans, Inc., P. O. Box 30900, Laguna Hills, California 92654-0900. The notice shall include a detailed description of the matter to be arbitrated.

**11. MISCELLANEOUS PROVISIONS:**

**11.1. The Plan's Liability.** In no event shall a Member or GROUP be liable for, or shall the Plan or any the Plan Participating Dentist charge, attempt to collect or collect from a Member or GROUP, sums owed by the Plan.

**11.2. Benefits And Payments Are Not Assignable.** The rights, benefits and any sums payable to Members by the Plan under this GROUP CONTRACT are not assignable.

**11.3. Change In Covered Dental Services.** the Plan may not decrease in any manner the level of Covered Dental Services, except after a period of at least thirty (30) days from and after the postage paid mailing to GROUP pursuant to Paragraph 11.17. For additional information, see as provided for in the Benefit Program.

**11.4. Binding Effect Of Knox-Keene Act And Rules.** The Plan and GROUP are subject to the Knox-Keene Health Care Service Act or 1975 (Chapter 2.2 of Division 2 of the Health and Safety Code) and Rules under said Act (Subchapter 5.5 of Chapter 3 of Title 10 of the California Code of Regulations). Any provision required to be in this GROUP CONTRACT by said Act and Rules shall bind the Plan and GROUP whether or not such provision is in this GROUP CONTRACT.

**11.5. Records Maintenance, Confidentiality And Retention.** In accordance with laws regarding confidentiality of patient records, the Plan agrees to keep confidential all records required to be prepared and/or maintained in accordance with this GROUP CONTRACT. the Plan shall maintain such records and provide such information to GROUP or to the Commissioner of Corporations of the State of California or other applicable regulatory authority as may be necessary for compliance by the Plan with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 and the rules thereunder or other applicable law. A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

**11.6. Relationship Between The Parties.** In the execution and performance of this GROUP CONTRACT, it is intended and agreed that the Plan, the Plan's Participating Dentists and GROUP are and shall be at all times acting as independent contractors. Nothing in this GROUP CONTRACT shall be construed or be deemed to create a relationship of employer and employee, principal and agent, representative, joint venture, a partnership or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this GROUP CONTRACT. the Plan acts as a contracting agency hereunder to enable Members to acquire professional dental care.

**11.7. Limitation Of Liability.** Neither the Plan nor GROUP shall be liable for the negligence, wrongful acts or omissions of any dentist, laboratory or any other person or organization performing services or supplying materials in connection with this GROUP CONTRACT.

**11.8. No Third Party Rights.** It is intended and agreed that this GROUP CONTRACT shall not be construed as creating, or be deemed to create, any right or remedy in any 3<sup>rd</sup> party. No Member of any other third party is intended by the parties to this GROUP CONTRACT to be a 3<sup>rd</sup> party beneficiary hereunder, and no action to enforce the terms thereof may be brought against either party by any person who is not a party hereto.

**11.9. Confidentiality.** The terms of this GROUP CONTRACT and in particular the provisions regarding compensation, are confidential and shall not be disclosed except as necessary to the performance of this GROUP CONTRACT or as required by law. All files, documents and lists, shared or generated by the Plan and GROUP pursuant to this GROUP CONTRACT or its regulations, including, but not limited to, Member information, GROUP CONTRACTS, provider contracts, financial arrangements and benefits, shall be confidential and not disseminated, made available or used for purposes other than performing the conditions of this GROUP CONTRACT except if necessary for the medical treatment of a Member, as required by law, or upon written authorization of the parties. This provision shall continue and survive beyond the termination of this GROUP CONTRACT.

**11.10. Use Of Name.** Neither party shall use the other party's corporate name, trade names, fictitious business names, trademarks, service marks and/or symbols in advertising, promotional materials or otherwise without the prior written consent of the other party.

**11.11. Waiver.** The waiver of any provision, or of the breach of any provision, of this GROUP CONTRACT must be set forth specifically in writing and signed by the waiving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or any other provision.

**11.12. Applicable Law.** This GROUP CONTRACT and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of California.

**11.13. Severability.** The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision, unless the effect of such invalidity or unenforceability is to defeat the parties' mutual intent as expressed in this GROUP CONTRACT or to materially alter the obligations or benefits of any party hereunder.

**11.14. Change In GROUP CONTRACT.** This GROUP CONTRACT may not be changed, amended or modified except in a writing executed by GROUP and the Plan. This GROUP CONTRACT may be amended, modified or terminated in accordance with its terms, without the consent of Members.

**11.15. Amendment Required By Regulatory Authority.** the Plan and GROUP agree to amend this GROUP CONTRACT, including the schedules and/or exhibit(s) attached hereto, if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

**11.16. Captions And Headings.** The captions and headings throughout this GROUP CONTRACT are for convenience and reference only, and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or to the scope or intent of this GROUP CONTRACT nor in any way affect this GROUP CONTRACT.

**11.17. Notice.** Any notice required to be given by either party to the other party pursuant to this GROUP CONTRACT shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by express delivery such as Federal Express, fees prepaid, to the address indicated on the Group Master Application, or such other address as either party shall designate by like notice to the other party. Such notice shall be effective when actually received or on the delivery date indicated on the return receipt, whichever is earlier.

**11.18. Working Relationship.** The Plan shall not discriminate against any Member because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, genetic characteristics or age. If the Plan determines that it is unable to establish a working relationship with a Member, the Plan may elect to terminate this Contract between the Plan and the Member. Depending upon the circumstances of the termination of this Contract, the Plan will provide the Member with a complete or partial refund of all prepayment fees paid to the Plan for the current policy year.