

The appeal process does not prohibit the Member from pursuing other appropriate remedies, including injunctive relief, a declaratory judgment, or relief available under law, if the requirement of exhausting the process for appeal and review places the Member's health in serious jeopardy.

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### **Non-Retaliation**

MDG will not engage in retaliatory action against a Member because that Member has filed a complaint against MDG, or has appealed a decision of MDG. MDG will not engage in retaliatory action against a Participating Dentist because that Dentist has, on behalf of a Member, filed a complaint or appealed a decision of MDG.

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### **Dentist Network and Service Area**

You will find a copy of the MDG Directory of Participating Dental offices in your enrollment package. This directory shows the network coverage and lists the Participating General Dentists (Primary Care Dentists) in your area. You can select a primary care dentist convenient to your home or workplace. If you have any questions, call the MDG Member Services Department for information or assistance.

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### **Information For Members With Special Needs**

If you have a disability affecting your ability to communicate or read, and you would like to request copies of these enrollment materials or the information describing the complaint and appeal process, please contact the Managed DentalGuard ("MDG") Member Services Department. You may request versions of these enrollment materials in Braille, audiotape, large print (17-point), TDD access or through an interpreter.

If you have special needs, such as a disability or chronic condition, and you would like assistance in determining appropriate courses of care to assure that health care services are available and accessible to you, please contact the MDG Member Services Department or complete the form below and send it to:

MDG Member Services Department  
21255 Burbank Boulevard, Suite 120  
Woodland Hills, CA 91367  
Telephone (888) 618-2016  
Fax # (818) 596-5891

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Managed DentalGuard, Inc.  
14643 Dallas Parkway, Suite 100  
Dallas, TX 75254

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Managed DentalGuard, Inc.  
Request for Materials and/or Special Needs Assistance

Name:

SSN#:

Address:

Daytime Telephone:

Evening Telephone:

Employer Name:

Plan #:

Materials Requested:

Braille \_\_\_\_\_ Interpreter \_\_\_\_\_ Audiotape \_\_\_\_\_

TDD Access \_\_\_\_\_ Large Print (17-point) \_\_\_\_\_

Special Needs Assistance requested for:

Disability \_\_\_\_\_ Chronic Condition \_\_\_\_\_

Other \_\_\_\_\_

Please explain \_\_\_\_\_



# Guardian Choice – Additional Details

## You have the flexibility to choose the plan that can best meet your needs.

Both plans can meet your needs; the difference is how out-of-network benefits are reimbursed. If you visit a dentist in the Guardian network, you will receive the most savings through the Value Plan. If there is a possibility of using an out-of-network dentist then the Network Access Plan offers the highest out-of-network reimbursement.

Here's how this benefit works:

- **Premiums are the same for either plan**
- **Option to switch plans each year at annual enrollment time**
- **Save an average of 30% over what dentists usually charge by using network providers**

	<b>Value Plan</b>	<b>Network Access Plan</b>
<b>Plan Description:</b>	You receive a higher co-insurance level with this plan than you would if you selected the NAP plan – which means less out-of-pocket costs. All benefits are paid based on a fee schedule. Therefore, when using out-of-network care, the dentist may charge the difference between the fee schedule and their regular fee.	You will receive the same reimbursement for in and out-of-network dentists. Co-insurance percentages for in-network care are not as high as with the Value Plan. In-network benefits are based on a negotiated PPO fee schedule, out-of-network charges are based on local UCR (usual, customary, reasonable) charges.
<b>Out-of-network:</b>	<ul style="list-style-type: none"> <li>▪ Benefits are based on the discounted fee schedules agreed upon by our network dentists.</li> <li>▪ Any amount that is charged over the fee schedule is the responsibility of the patient.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Benefits are based on usual, customary and reasonable (UCR) charges that dentists in your area charge for each procedure.</li> </ul>
<b>Co-insurance:</b>	<ul style="list-style-type: none"> <li>▪ Preventive services are covered 100%.</li> <li>▪ Co-insurance for other services is higher than the Network Access Plan.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Preventive services are covered 100%.</li> <li>▪ Co-insurance for other services is lower than the Value Plan.</li> </ul>

To find a dentist in your network, visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com). You can also download our GuardianAnytime mobile app to use our Find-a-Provider tool.

For Overview of your Dental Benefits, please see About Your Benefit Section of this Enrollment Booklet.

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America or its subsidiaries, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage." Policy Form #GP-1-DG2000, et al.

## **ADDITIONAL MATERIALS**



**NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

**Effective: 05/01/2016**

This Notice of Privacy Practices describes how Guardian and its subsidiaries may use and disclose your Protected Health Information (PHI) in order to carry out treatment, payment and health care operations and for other purposes permitted or required by law.

Guardian is required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices concerning PHI. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all PHI maintained by us. If we make material changes to our privacy practices, copies of revised notices will be made available on request and circulated as required by law. Copies of our current Notice may be obtained by contacting Guardian (using the information supplied below), or on our Web site at [www.guardianlife.com/privacy-policy](http://www.guardianlife.com/privacy-policy).

**What is Protected Health Information (PHI):**

PHI is individually identifiable information (including demographic information) relating to your health, to the health care provided to you or to payment for health care. PHI refers particularly to information acquired or maintained by us as a result of your having health coverage (including medical, dental, vision and long term care coverage).

**In What Ways may Guardian Use and Disclose your Protected Health Information (PHI):**

Guardian has the right to use or disclose your PHI without your written authorization to assist in your treatment, to facilitate payment and for health care operations purposes. There are certain circumstances where we are required by law to use or disclose your PHI. And there are other purposes, listed below, where we are permitted to use or disclose your PHI without further authorization from you. Please note that examples are provided for illustrative purposes only and are not intended to indicate every use or disclosure that may be made for a particular purpose.

Guardian has the right to use or disclose your PHI for the following purposes:

Treatment. Guardian may use and disclose your PHI to assist your health care providers in your diagnosis and treatment. For example, we may disclose your PHI to providers to supply information about alternative treatments.

Payment. Guardian may use and disclose your PHI in order to pay for the services and resources you may receive. For example, we may disclose your PHI for payment purposes to a health care provider or a health plan. Such purposes may include: ascertaining your range of benefits; certifying that you received treatment; requesting details regarding your treatment to determine if your benefits will cover, or pay for, your treatment.

Health Care Operations. Guardian may use and disclose your PHI to perform health care operations, such as administrative or business functions. For example, we may use your PHI for underwriting and premium rating purposes. However, we will not use or disclose your genetic information for underwriting purposes and are prohibited by law from doing so.

Appointment Reminders. Guardian may use and disclose your PHI to contact you and remind you of appointments.

Health Related Benefits and Services. Guardian may use and disclose PHI to inform you of health related benefits or services that may be of interest to you.

Plan Sponsors. Guardian may use or disclose PHI to the plan sponsor of your group health plan to permit the plan sponsor to perform plan administration functions. For example, a plan may contact us regarding benefits, service or coverage issues. We may also disclose summary health information about the enrollees in your group health plan to the plan sponsor so that the sponsor can obtain premium bids for health insurance coverage, or to decide whether to modify, amend or terminate your group health plan.

Guardian is required to use or disclose your PHI:

- To you or your personal representative (someone with the legal right to make health care decisions for you);
- To the Secretary of the Department of Health and Human Services, when conducting a compliance investigation, review or enforcement action related to health information privacy or security; and
- Where otherwise required by law.

Guardian is Required to Notify You of any Breaches of Your Unsecured PHI.

Although Guardian takes reasonable, industry-standard measures to protect your PHI, should a breach occur, Guardian is required by law to notify affected individuals. Under federal medical privacy law, a breach means the acquisition, access, use, or disclosure of unsecured PHI in a manner not permitted by law that compromises the security or privacy of the PHI.

Other Uses and Disclosures.

Guardian may also use and disclose your PHI for the following purposes without your authorization:

- We may disclose your PHI to persons involved in your care or payment for care, such as a family member or close personal friend, when you are present and do not object, when you are incapacitated, under certain circumstances during an emergency or when otherwise permitted by law.
- We may use or disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations.
- We may use or disclose your PHI in an emergency, directly to or through a disaster relief entity, to find and tell those close to you of your location or condition
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.
- We may disclose your PHI to a government oversight agency authorized by law to conducting audits, investigations, or civil or criminal proceedings.
- We may use or disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for organ or tissue donation.
- We may use or disclose your PHI for research purposes, but only as permitted by law.
- We may use or disclose PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services.
- We may use or disclose your PHI to comply with workers' compensation and other similar programs.
- We may disclose your PHI to third party business associates that perform services for us, or on our behalf (e.g. vendors).
- We may use and disclose your PHI to federal officials for intelligence and national security activities authorized by law. We also may disclose your PHI to authorized federal officials in order to protect the President, other officials or foreign heads of state, or to conduct investigations authorized by law.
- We may disclose your PHI to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official (e.g., for the institution to provide you with health care services, for the safety and security of the institution, and/or to protect your health and safety or the health and safety of other individuals).
- We may use or disclose your PHI to your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.

We generally will not sell your PHI, or use or disclose PHI about you for marketing purposes without your authorization unless otherwise permitted by law.

**Your Rights with Regard to Your Protected Health Information (PHI):**

Your Authorization for Other Uses and Disclosures. Other than for the purposes described above, or as otherwise permitted by law, Guardian must obtain your written authorization to use or disclose your PHI. You have the right to revoke that authorization in writing except to the extent that: (i) we have taken action in reliance upon the authorization prior to your written revocation, or (ii) you were required to give us your authorization as a condition of obtaining coverage, and we have the right, under other law, to contest a claim under the coverage or the coverage itself.