
**MIDWEST DENTAL
EMPLOYEE VISION BENEFIT PLAN**

**PLAN DOCUMENT
AND
SUMMARY PLAN DESCRIPTION**

Effective January 1, 2019

*a component of the
Midwest Dental Control Group 3 Welfare Benefit Plan*

This document, together with the Exhibit(s) identified and incorporated by reference, constitutes the written plan document and SPD required by Section 402 of ERISA.

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**ARTICLE I.
INTRODUCTION**

Midwest Dental, Inc., the Plan Sponsor, has established the Midwest Dental Employee Vision Benefit Plan (the “Plan”), as a component of the Midwest Dental Control Group 3 Welfare Benefit Plan, in order to provide vision benefits for Eligible Employees and their Dependents. This Plan is effective on January 1, 2019. The Plan operates on a Plan Year running from the first day of January through the last day of December.

Note: Words and phrases appearing in initial capital letters are defined terms. The complete definitions appear in the *Definitions Article* that appears at the end of this document. You are encouraged to consult the *Definitions Article* of this document.

Nature of the Plan

This Plan is part of the Midwest Dental Control Group 3 Welfare Benefit Plan, an employee welfare benefit plan within the meaning of ERISA. This Plan is a fully insured vision plan intended to meet the requirements under Sections 105 and 106 of the Code so any benefits received through this Plan are not taxable income to the Covered Employee.

Benefits are provided under an Insurance Policy entered into between the Plan Sponsor and the Insurer, a copy of which is attached hereto and incorporated into this document. Benefits under the Plan are described in the Insurance Policy and Certificate of Insurance issued by the Insurer, copies of which are attached hereto as Exhibit C and incorporated into this document.

First American Administrators, Inc. and EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company, will process and pay Claims, as well as perform other administrative duties. Contact information for the Insurer appears at the end of this Article.

- This Plan is a group health plan for purposes of HIPAA Privacy Rules and Security Rules and will be administered in a manner consistent with those portions of HIPAA.
- This Plan is a stand-alone vision benefit plan for purposes of HIPAA Portability, and, therefore, not subject to the HIPAA Portability provision and not subject to the ACA mandates.

Written Document and SPD

This document serves as both the written plan document required under ERISA, and the Summary Plan Description (SPD) required under ERISA. It is very important to review this document carefully to confirm a complete understanding of the benefits available, as well as responsibilities, under this Plan. The document should be read in its entirety because many of the provisions are interrelated.

This Plan does not pay all vision expenses. It pays *certain* expenses under *certain* circumstances.

Important: Just because a Provider recommends or prescribes a course of treatment does not mean the cost of it is paid by this Plan.

For an expense to be “covered” under this Plan, a number of requirements must be met, Including:

- (a) the person must be a Covered Individual;
- (b) the service giving rise to the expense must be a Covered Service;
- (c) the expense for the Covered Service must meet the requirements of a Covered Charge; and
- (d) any applicable Cost Sharing Amounts must be met (e.g., a Co-payment).

This Plan document provides you with the information necessary to determine whether and to what degree a particular expense is “covered” under this Plan and, therefore, the financial responsibility of this Plan.

Questions

The Insurer’s customer service representatives are available to answer any questions or concerns regarding this Plan, including eligibility and enrollment questions. You may contact the Insurer at 1-866-939-3633 or www.eyemedvisioncare.com.

ARTICLE II. SUMMARY

- 2.1 **How to Use This Document.** This document consists of several parts. All of the parts of this document work together. The *Introduction Article* provides a variety of information a person covered under this Plan should know. The *Summary Article* provides an overview of key provisions of the Plan, including the *Vision Benefits Schedule* together with the *Defined Terms Article* that appears at the end of this document. These Articles provide a good summary of what is available through this Plan. In many cases, there will not be a need to look anywhere else. However, when a Covered Individual has a particular condition, or a particular treatment is being considered, the description(s) in the *Vision Benefits Schedule* should also be reviewed. The *Summary Article* contains numerous references to other portions of the Plan. In addition, the Table of Contents can be used as an index to specific topics discussed throughout the document.
- 2.2 **Vision Benefits Cost Sharing Amount.** The Cost Sharing Amount refers to the portion of the cost of a Covered Charge for which a Covered Individual is responsible for paying out of pocket.
- (a) **Co-payment.** In general, Co-payment refers to the flat dollar per occurrence amount for which the Covered Individual is responsible. Co-payment is a defined term. Covered Services subject to Co-payments are listed in the applicable *Exhibit A: Vision Benefits Schedule*. More detail regarding this term may be found in the *Defined Terms Article* that appears at the end of this document.
- (b) **Maximum.** In general, a Maximum refers to the total dollar amount payable under the Plan for certain Covered Services. Maximums are listed in the applicable *Vision Benefits Schedule*. More detail regarding this term may be found in the *Defined Terms Article* that appears at the end of this document. When the Maximum has been met, this Plan pays no further amounts for that Covered Service.
- 2.3 **Vision Benefits Schedule.** A summary of the benefits under this Plan appears in *Exhibit A: Vision Benefits Schedule*.
- Note:** The *Vision Benefits Schedule* is a snapshot of the terms and conditions of the Plan. It is not intended to be comprehensive.
- 2.4 **Vision Charge Incurred Date.** A charge is incurred on the actual date a specific service is rendered or supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, expenses are Incurred for the various steps of phases as the services related to each step are rendered, not when services relating to the initial step or phase are rendered.
- 2.5 **Making a Claim.** In order for a Covered Charge to be paid by the Plan, a Claim must be properly and timely submitted. This Plan recognizes Post-Service Claims, as described in the Midwest Dental Control Group 3 Welfare Benefit Plan and the claims and appeals provisions of the Insurance Policy and Certificate of Insurance, incorporated by reference into this Plan.
- 2.6 **Assignments.** This Plan only recognizes an assignment by the Covered Individual to the Provider that provides the Covered Services.
- 2.7 **Subrogation, Reimbursement & Recovery.** In general, this Plan reserves the right to take action to make the Plan whole when another person is responsible for all or a portion of the Covered Services. This Plan also reserves the right to seek recovery if the Plan makes any payments in error, including an error with respect to the amount paid or an error with respect to the party paid. These provisions are described in

more detail in the Insurance Policy and Certificate of Insurance issued by the Insurer; incorporated by reference into this Plan.

Important: Cooperation with the Plan regarding these situations is a *condition of coverage* under the Plan.

2.8 **HIPAA Privacy Notification.** This Plan is a “covered entity” for purposes of HIPAA Privacy Rules and Security Rules. HIPAA requires that “covered entities” protect the confidentiality of your protected health information (PHI). “PHI” means health information that:

- (a) Is created or received by a health plan, health care provider, or health care clearinghouse;
- (b) Relates to the past, present and future physical or mental health or condition of an individual (including “genetic information” as that term is defined in the Genetic Information Nondiscrimination Act of 2008); the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
- (c) Either identifies the individual or reasonably could be used to identify the individual.

PHI Includes electronic protected health information (“ePHI”), which Includes PHI maintained or transmitted in electronic media Including electronic storage media (i.e., hard drives, digital memory medium) and transmission media used to exchange information in electronic storage media (i.e., internet, extranet, and other networks). PHI transmitted via facsimile and telephone is not considered to be transmissions via electronic media.

This Plan will not use or further disclose information that is protected by HIPAA except as necessary for treatment, payment and health plan operations, or as required by law. This Plan also requires its service providers to observe HIPAA’s Privacy Rules and Security Rules.

Under HIPAA, you have certain rights with respect to your PHI, Including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.

A complete description of your rights under HIPAA can be found in the Plan’s privacy notice, distributed to you upon enrollment and available upon request from the Plan Administrator. In addition, detailed information regarding Plan operations and HIPAA compliance are more fully described in the Midwest Dental Control Group 3 Welfare Benefit Plan of which this Plan is a component.

2.9 **COBRA Initial Notice of Rights.** Under certain circumstances, a Covered Individual may be able to elect to continue coverage under this Plan in accordance with COBRA. A COBRA initial notice of rights, distributed to you upon enrollment, is available upon request at no charge by contacting the Plan Administrator. In addition, detailed information regarding Plan operations and COBRA compliance are more fully described in the Midwest Dental Control Group 3 Welfare Benefit Plan of which this Plan is a component.

2.10 Continuation Rights and USERRA

Note: Although USERRA protections look similar to COBRA protections, USERRA rights are separate and independent from COBRA rights.

In addition, a Covered Individual *may* be entitled to continue coverage under the USERRA. USERRA requires that employees and their families (Spouse and/or Dependent children) be offered the opportunity to pay for a temporary extension of health coverage (called "U-continuation coverage") at group rates where health coverage under Employer-sponsored group health plan(s) would otherwise end because of the employee's service in the uniformed services. In addition, detailed information regarding Plan operations and USERRA compliance are more fully described in the Midwest Dental Control Group 3 Welfare Benefit Plan of which this Plan is a component.

2.11 ERISA Plan Information

The following information about this Plan is important for Covered Individuals to know, and much of it is required to be provided.

Name of Plan:	Midwest Dental Employee Vision Benefit Plan, a component of the Midwest Dental Control Group 3 Welfare Benefit Plan
Employer and Plan Sponsor:	Midwest Dental, Inc. 680 Hehli Way PO Box 69 Mondovi, WI 54755 Phone: 715-926-5050
Plan Sponsor's Federal Tax Identification Number:	39-2043208
ERISA Plan Number	557
Plan Administrator:	Midwest Dental, Inc. 680 Hehli Way PO Box 69 Mondovi, WI 54755 Phone: 715-926-5050
Insurer:	EyeMed Vision Care 4000 Luxottica Place Mason, OH 45040 www.eyemedvisioncare.com <i>Underwritten by:</i> Fidelity Security Life Insurance Company 3130 Broadway PO Box 418131 Kansas City, MO 64141-8131 Policy No. VC-19 / VC-20
Claims Administrator:	First American Administrators, Inc.

Named Fiduciary:	<p><i>For benefits provided under the Insurance Policy and Certificate of Insurance:</i> EyeMed Vision Care 4000 Luxottica Place Mason, OH 45040</p> <p><i>Underwritten by:</i> Fidelity Security Life Insurance Company 3130 Broadway PO Box 418131 Kansas City, MO 64141-8131</p> <p><i>For all other matters:</i> Midwest Dental, Inc. 680 Hehli Way PO Box 69 Mondovi, WI 54755 Phone: 715-926-5050</p>
Participating Employers:	Business entities which are members of the same controlled group identified in Exhibit B.
Agent for Service of Legal Process:	<p>Midwest Dental, Inc. 680 Hehli Way PO Box 69 Mondovi, WI 54755 Attn: Human Resources</p> <p>Legal process may also be served on the Plan Administrator.</p>
Funding Medium and Type of Plan Administration:	<p>The Plan is fully insured. Benefits are provided under the Insurance Policy entered into between the Plan Sponsor and the Insurer. Claims for benefits are sent to the Insurer's designee, EyeMed Vision Care.</p> <p>The Insurer (not the Plan Sponsor, Plan Administrator, or Employer) is responsible for paying benefits. Note, however, that the Insurer and the Plan Administrator share responsibility for administering the Plan.</p> <p>Coverage Premiums for Participants are paid by the Participants through pre-tax payroll deductions and/or after-tax payments. The Employer provides a schedule of the applicable premiums; contact the Employer if you need another copy.</p>
Type of Participants covered under the Plan:	All Eligible Employees of the participating Employers.

Plan Modifications: Any amendments to, or termination, of the Plan will be accomplished by, or pursuant to, a written resolution of the Plan Sponsor.

Plan Year: January 1 through December 31

There is no trust and, therefore, no trustees.

2.12 **ERISA Statement of Rights.** A Covered Employee under this Plan is entitled to certain rights and protections under ERISA. ERISA provides that all Covered Employees shall be entitled to:

(a) **Receive Information About This Plan and Benefits.**

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing this Plan, including insurance contracts and collective bargaining agreements if applicable, and a copy of the latest annual report (Form 5500 Series) if required to be filed by this Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of this Plan, including insurance contracts and collective bargaining agreements if applicable, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- (3) Receive a summary of this Plan's annual financial report, if an annual financial report is required. The Plan Administrator is required by law to furnish Covered Employees with a copy of this summary annual report.

- (b) **COBRA Rights.** As a Covered Employee in the Plan you may be able to continue coverage for yourself and your Dependents if there is a loss in coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan regarding the rules governing your COBRA continuation coverage rights.

Note: Not all Employers are subject to COBRA and not all employees are eligible for COBRA. Check with your Employer or the Plan Sponsor.

- (c) **Prudent Actions by Plan Fiduciaries.** In addition to creating rights for Covered Employees, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Covered Employees. No one, including the Employer, a union, or any other person, may fire an employee or otherwise discriminate against an employee in any way to prevent him/her from obtaining a welfare benefit or exercising rights under ERISA.

(d) **Enforce Rights**

- (1) If a Claim for a welfare benefit is denied or ignored, in whole or in part, a Covered Employee has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

- (2) Under ERISA, there are steps Covered Employees can take to enforce the above rights. For instance, if a Covered Employee requests a copy of Plan documents or the latest annual report from this Plan and does not receive them within thirty (30) days, the Covered Employee may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the Covered Employee up to \$110 a day until he/she receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If a Covered Employee has a Claim for benefits which is denied or ignored, in whole or in part, the Covered Employee may file suit in a state or Federal court after exhausting the appeal procedures provided in this Plan. In addition, if a Covered Employee disagrees with this Plan's decision or lack thereof concerning the qualified status of a medical child support order, the Covered Employee may file suit in Federal court. If it should happen that Plan fiduciaries misuse this Plan's money, or if a Covered Employee is discriminated against for asserting his/her rights, he/she may seek assistance from the U.S. Department of Labor, or may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If the Covered Employee is successful the court may order the person he/she has sued to pay these costs and fees. If the Covered Employee loses, the court may order the Covered Employee to pay these costs and fees, for example, if it finds the Claim is frivolous.
- (3) **Exhaustion of Administrative Procedures Required.** To the fullest extent permitted under applicable law, the right to maintain a court action is subject to the Plan's requirements that administrative procedures be completed first. This is called exhaustion of administrative remedies. *Failure to exhaust administrative procedures may preclude you from bringing an action in court.*

(e) **Assistance with Questions**

- (1) For questions about this Plan, contact the Plan Administrator.
- (2) For questions about this statement or about a Covered Employee's rights under ERISA, or if a Covered Employee needs assistance in obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.
- (3) A Covered Employee may also obtain certain publications about rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE III.
ELIGIBILITY, ENROLLMENT, TERMINATION PROVISIONS AND FUNDING

- 3.1 **Eligibility Requirements, Waiting Period, and Coverage for Employee.** An Employee is eligible to enroll in the Plan if the Employee is scheduled to work 25 or more hours each week. An Eligible Employee may begin participation in the Plan on the first day of the month coinciding with, or following, thirty (30) days of employment with the Employer.
- 3.2 **Eligibility Requirements, Waiting Period, and Coverage for Dependents.** Coverage is only available to a Dependent if the Employee is covered under the Plan as described in more detail in the Insurance Policy and Certificate of Insurance issued by the Insurer, incorporated by reference.
- 3.3 **Enrollment Requirements.**
- (a) **Initial Enrollment Requirements.** An Eligible Employee must enroll in the Plan in order to actually be covered under the Plan. The Plan Administrator may require the completion and timely submission of enrollment form(s) that provide the Plan with the information it has determined is necessary to operate the Plan. An Eligible Employee can enroll its Dependents. Such Dependent coverage requires the Eligible Employee to either already be actually covered under the Plan, or be starting coverage at the same time as the Dependents.
- (b) **Ongoing Enrollment.** As part of annual enrollment, a Covered Individual (i.e., Covered Employee or Covered Dependent) may, with respect to the upcoming Plan Year, choose to continue coverage under the Plan or choose to stop coverage under the Plan. However, in order for a Covered Dependent to continue coverage under the Plan, the Covered Employee must also continue coverage under the Plan. The Plan Administrator may require the completion and timely submission of enrollment form(s) that provide the Plan with the information it has determined is necessary to operate the Plan.
- 3.4 **Employee Termination of Coverage.** The termination of Employee coverage is described in more detail in the Insurance Policy and Certificate of Insurance issued by the Insurer and incorporated by reference.
- 3.5 **Coverage during a Family and Medical Leave Act (FMLA) Leave.** Coverage during an FMLA leave of absence will be administered in accordance with the policies established by the Employer and applicable law.
- 3.6 **Rehiring a Terminated Employee.** A terminated Employee who is rehired is described in more detail in the Insurance Policy and Certificate of Insurance issued by the Insurer and incorporated by reference.
- 3.7 **Dependent Termination of Coverage.** A Dependent's coverage will terminate as described in more detail in the Insurance Policy and Certificate of Insurance issued by the Insurer and incorporated by reference.
- 3.8 **Retroactive Termination.** Coverage may be retroactively terminated. Claims Incurred after the retroactive date of termination under this Plan shall not be further processed and/or paid under the Plan. Claims Incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid Claims under this Plan.
- 3.9 **Funding.** For each Plan Year, the Employer determines the amount of Covered Employee contributions, if any, that Covered Individuals or any subgroup of Covered Employees will be required to pay for coverage under this Plan. The portion of the cost of coverage for which the Covered Employee is responsible may be paid by the Covered Employee on a pre-tax basis through a cafeteria plan of the Employer, or Plan Sponsor, if such a plan is made available by the Employer, or Plan Sponsor, and the Covered Employee meets the eligibility requirements of the cafeteria plan.

**ARTICLE IV.
VISION BENEFITS**

If you Incur expenses for the Covered Services described below, the Plan will pay benefits as shown in the applicable schedule of benefits (based upon the coverage option chosen) found in the *Exhibit A: Vision Benefits Schedule*.

Note: The *Vision Benefits Schedule* is a snapshot of the terms and conditions of the Plan. It is not intended to be comprehensive. More detail information is contained in the Insurance Policy and Certificate of Insurance issued by the Insurer and incorporated by reference.

Covered Vision Care Expenses

Depending on the coverage option selected by the Participant, Covered Services Include either routine eye examinations, materials (frames and lenses) and contact lenses, or only materials (frames and lenses) and contact lenses, up to the limitations described in *Exhibit A: Vision Benefits Schedule*. To be a Covered Service, it must be provided by or recommended by a Provider.

Charges for materials (frames/lenses) or contacts will be considered Incurred on the date ordered, for purposes of this Plan.

**ARTICLE V.
VISION PLAN EXCLUSIONS**

Exclusions are described in the Insurance Policy and Certificate of Insurance issued by the Insurer and incorporated by reference.

**ARTICLE VI.
COORDINATION OF BENEFITS**

Benefits under this Plan are coordinated with Other Coverage as described in more detail in the Insurance Policy and Certificate of Insurance issued by the Insurer and incorporated by reference.

**ARTICLE VII.
THIRD PARTY RECOVERY, SUBROGATION & ERRONEOUS PAYMENT**

Benefits paid under this Plan are subject to the provisions described in more detail in the Insurance Policy and Certificate of Insurance issued by the Insurer and incorporated by reference.

**ARTICLE VIII.
HIPAA PRIVACY & SECURITY**

This Plan is a “covered entity” for purposes of HIPAA Privacy and Security Standards as described in more detail in the Midwest Dental Control Group 3 Welfare Benefit Plan and incorporated by reference.

**ARTICLE IX.
PLAN ADMINISTRATION**

The Plan Administrator of this Plan is Midwest Dental, Inc. as described in more detail in the Midwest Dental Control Group 3 Welfare Benefit Plan and incorporated by reference.

**ARTICLE X.
GENERAL PROVISIONS**

- 10.1 **Applicable Law.** This is a fully insured benefit plan subject to state regulations of the insurance industry. In the event it is determined that the Plan is not compliant with applicable law, the Plan Administrator may take any appropriate action necessary to bring the Plan into compliance.
- 10.2 **Conformity with Governing Law.** It is intended that this Plan shall comply with all applicable law. If any provision of this Plan is contrary to any law to which it is subject, such provisions is hereby amended to conform thereto.
- 10.3 **Type of Administration.** The Plan is a fully insured group health plan and the administration is provided through an insurance company. The funding for the benefits is derived from the funds of the Employer and contributions made by Covered Employees.
- 10.4 **Not a Contract.** This Plan document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan document shall not be deemed to constitute a contract of any type between the Employer and any Covered Individual or to be consideration for, or an inducement or condition of, the employment of any employee. Nothing in this Plan document shall be deemed to give any employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any employee at any time; provided, however, that the foregoing shall not be deemed to modify the provisions of any collective bargaining agreements which may be entered into by the Employer with the bargaining representatives of any employees.

- 10.5 **Legal Entity.** This Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.
- 10.6 **Nondiscrimination.** This Plan will not discriminate against any Covered Individual based on race, color, religion, national origin, disability, gender, sexual preference, or age. This Plan will not establish rules for eligibility based on health status, medical condition, Claims experience, receipt of healthcare, medical history, evidence of insurability, genetic information, or disability.

ARTICLE XI. DEFINED TERMS

This Article defines the terms used in this Plan. These terms appear in initial capital letters throughout this Plan when referred to in the context defined.

Certificate of Insurance: the “certificate of insurance” issued to the Plan Sponsor by the Insurer.

Claim: a submission to the Plan for payment made under the Plan in accordance with the Plan requirements.

COBRA: the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code: the Internal Revenue Code of 1986, as amended.

Cost Sharing Amounts: the dollar amount a Covered Individual is responsible for paying when Covered Services are received from a Provider. Cost Sharing Amounts Include Co-payment amounts. Cost Sharing Amounts are identified in the applicable *Schedule A: Vision Benefits Schedule*. A Provider may bill a Covered Individual directly or request payment of Cost Sharing Amounts at the time Covered Services are provided.

- (a) **Co-payment** - the amount a Covered Individual must pay for certain Covered Services. Covered Services subject to a Co-payment are listed in the applicable *Vision Benefits Schedule*. A Co-payment is a flat dollar amount. In some instances, the Covered Individual will be responsible at the time and place of service to pay any Co-payment directly to the Provider. In other instances, the Covered Individual will be billed by the Provider. These arrangements are between the Covered Individual and the Provider.
- (b) **Maximums** - the total dollar amount payable for certain Covered Services. Maximums are listed in the applicable *Schedule A: Vision Benefits Schedule*. When the Maximum has been met, this Plan pays no further amounts for that Covered Service.

Covered Charge(s): the charge, or portion of the charge, by a Provider for Covered Services eligible for payment under this Plan. The maximum Covered Charge is the lesser of (1) the “usual and customary rate,” and (2) any specific charge (i.e., flat dollar amount) stated in the Plan either directly or through incorporation by reference.

Covered Dependent: a Dependent who is participating under this Plan in accordance with the *Eligibility, Enrollment, Termination Provisions and Funding Article* and whose coverage has not terminated.

Covered Employee: an employee who is participating under this Plan in accordance with the *Eligibility, Enrollment, Termination Provisions and Funding Article* and whose coverage has not terminated. Covered Employee may also include a retired employee participating in this Plan in accordance with the *Eligibility, Enrollment, Termination Provisions and Funding Article* and whose coverage has not terminated.

Covered Individual: a Covered Employee or Covered Dependent who is participating under this Plan in accordance with the *Eligibility, Enrollment, Termination Provisions and Funding Article* and whose coverage has not

terminated. Covered Individual also includes former Covered Employees and former Covered Dependents who are otherwise entitled to coverage and properly enrolled under this Plan.

Covered Services: the vision services described in this Plan for which Plan benefits are payable, to the extent described in the Plan and unless otherwise limited or excluded by the Plan.

Dependent: any of the following persons whose coverage under the Insurance Policy is in force and has not ended:

1. the Covered Employee's Spouse;
2. each unmarried child from birth to age 19 who is primarily dependent upon the Covered Employee or the Covered Employee's Spouse for support and maintenance;
3. each unmarried child at least 19 years of age to 25 years of age who is primarily dependent upon the Covered Employee or the Covered Employee's Spouse for support and maintenance and who is a full-time student; or
4. each unmarried child at least 19 years of age: who is primarily dependent upon the Covered Employee or the Covered Employee's Spouse for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; who was so incapacitated and is a Covered Individual under the Policy on his or her 19th birthday; and who has been continuously so incapacitated since his or her 19th birthday.

"Child" includes stepchild, foster child, legally adopted child, child legally placed in the Insured's home for adoption and child under the Insured's legal guardianship. A "full-time student" is one who is enrolled at least the minimum number of hours of class a week the school considers as full-time status.

Eligible Employee: an employee or former employee who meets the eligibility criteria for this Plan as described in the *Eligibility, Enrollment, Termination Provisions and Funding Article* and who has not ceased to meet the eligibility criteria.

Employer: the entities identified in Exhibit B.

ERISA: the Employee Retirement Income Security Act of 1974, as amended.

FMLA: the Family and Medical Leave Act of 1993, as amended.

HIPAA: the Health Insurance Portability and Accountability Act of 1996, as amended.

Including: Including, but not limited to.

Incurred (or Incur): a Covered Charge is Incurred based on the definition that appears in Section 2.4 of this Plan.

Insurance Policy: the "insurance policy" issued to the Plan Sponsor by the Insurer.

Insurer: the insurance company licensed to do business in the state in which the Insurance Policy and Certificate of Insurance have been issued.

Named Fiduciary: shall be the entities named in Section 2.11 of this Plan.

Other Coverage: shall include:

- (a) Any primary payer besides the Plan;
- (b) Any other group health plan;
- (c) Any other coverage or policy covering the Covered Individual;
- (d) Any first party insurance through medical payment coverage, personal injury protection;
- (e) No-Fault Auto Insurance coverage, uninsured or underinsured motorist coverage;
- (f) Any policy of insurance from any insurance company or guarantor of a responsible party;
- (g) Any policy of insurance from any insurance company or guarantor of a third party;
- (h) Workers' compensation or other liability insurance company; or
- (i) Any other source including crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

Plan: the Midwest Dental Employee Vision Benefit Plan, component of the Midwest Dental Control Group 3 Welfare Benefit Plan.

Plan Administrator: the Plan Administrator is Midwest Dental, Inc.

Plan Sponsor: Midwest Dental, Inc., on behalf of the Employer(s).

Plan Year: the twelve (12) month period beginning on the first day of January and ending on the last day of December.

Post-Service Claim: any Claim for a benefit under this Plan that is submitted for payment or reimbursement after the services have been rendered.

Privacy Rules: the *Standards and Privacy of Individually Identifiable Health Information* at 45 C.F.R. Part 160 and Part 164 at subparts A and E.

Provider: physician, ophthalmologists, optometrists, opticians and retail optical locations consisting of vision exams, materials, and contact lenses.

Security Rules: the *Security Standards and Implementation Specifications* at 45 C.F.R. Part 160 and Part 164, subpart C.

Spouse: the person to whom the Covered Employee is legally married.

USERRA: the Uniformed Services Employment and Reemployment Rights Act of 1994.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan document to be executed.

Midwest Dental, Inc.

By: M. Reimer
Its: VP of HR

EXHIBIT A: VISION BENEFITS SCHEDULE

As of January 1, 2019:

Exams/Materials:

<u>Benefit</u>	<u>In-Network</u>	<u>Out-of-Network</u>	<u>Benefit Frequency</u>
VISION EXAMINATION			
Comprehensive Eye Examination	\$10 Co-payment	up to \$40	12 months
VISION MATERIALS			
Standard Plastic Lenses			
Single Vision	\$25 Co-payment	up to \$30	12 months
Bifocal	\$25 Co-payment	up to \$50	
Trifocal	\$25 Co-payment	up to \$70	
Lenticular	\$25 Co-payment	up to \$70	
Frames	\$0 Co-payment, up to \$130 retail allowance	up to \$91	24 months
Contact Lenses (only one option available per Benefit Frequency)			12 months
Conventional	\$0 Co-payment, up to \$130 allowance	up to \$130	
Disposable	\$0 Co-payment, up to \$130 allowance	up to \$130	
Medically Necessary	Paid in full	up to \$210	
Lens Options			
Standard Progressive Lenses (add on to Bifocal)	\$90 Co-payment	up to \$50	
Premium Progressive Lenses (add on to Bifocal)	\$90 Co-payment, up to \$120 allowance	up to \$50	

Note: "Up to" reflects the Maximum payable for the particular Covered Service.

EXHIBIT A: VISIONS BENEFITS SCHEDULE

As of January 1, 2019:

Materials Only:

<u>Benefit</u>	<u>In-Network</u>	<u>Out-of-Network</u>	<u>Benefit Frequency</u>
VISION MATERIALS			
Standard Plastic Lenses			12 months
Single Vision	\$25 Co-payment	up to \$30	
Bifocal	\$25 Co-payment	up to \$50	
Trifocal	\$25 Co-payment	up to \$70	
Lenticular	\$25 Co-payment	up to \$70	
Frames	\$0 Co-payment, up to \$130 retail allowance	up to \$91	24 months
Contact Lenses (only one option available per Benefit Frequency)			12 months
Conventional	\$0 Co-payment, up to \$130 allowance	up to \$130	
Disposable	\$0 Co-payment, up to \$130 allowance	up to \$130	
Medically Necessary	Paid in full	up to \$210	
Lens Options			12 months
Standard Progressive Lenses (add on to Bifocal)	\$90 Co-payment	up to \$50	
Premium Progressive Lenses (add on to Bifocal)	\$90 Co-payment, up to \$120 allowance	up to \$50	

Note: "Up to" reflects the Maximum payable for the particular Covered Service.

EXHIBIT B: PARTICIPATING EMPLOYERS (CONTROL GROUP 3)

The Employers listed below are participating in the Midwest Dental Employee Vision Benefit Plan:

Note: As Employers enter into the Plan or cease participating in the Plan, this Exhibit B shall be amended accordingly.

Employer:	Federal Tax Identification Number:
Merit Dentistry of Indiana, P.C.	46-4677406
Mountain Dental, P.C.	26-2875356
Midwest Dental of Iowa, PLC	20-5512946
Mountain Dental of New Mexico, P.C.	45-0705453
Midwest Dental of Illinois, LLC	20-2097796
Modern Dental Professionals-Minnesota, P.C.	41-1935735

EXHIBIT C: INSURANCE POLICY AND CERTIFICATE OF INSURANCE

The Insurance Policy and Certificate of Insurance is attached to this Exhibit C and incorporated into this Plan.