

Delta Dental Insurance Company

1130 Sanctuary Parkway
Alpharetta, GA 30009
(770) 641-5100
(888) 858-5252

Delta Dental PPOSM Group Dental Insurance Contract

[Group's Name], ("Contractholder") has applied for a group dental insurance Contract with Delta Dental Insurance Company ("Delta Dental"). [This Contract supersedes and replaces the previous dental contract issued by Delta Dental.] The following terms will apply:

[[Group's Name]], ("Contractholder") has applied for a group dental insurance Contract with Delta Dental Insurance Company. The Contract is underwritten by Delta Dental Insurance Company and administered by [insert name of Third Party Administrator]. [This Contract supersedes and replaces the previous dental contract issued by Delta Dental.] The following terms will apply:]]

- I. Contractholder will pay Delta Dental the monthly Premium stated in this Contract.
- II. [Delta Dental has accepted the application submitted and signed by the Contractholder.] When the Contractholder pays the first month's Premium, the term of this Contract will begin at 12:01 a.m. Standard Time, on the Effective Date listed in Attachment C, Group Variables (Attachment C). The term of this Contract will end as stated in this Contract at the end of the Contract Term at 12:00 midnight Standard Time.
- III. Contractholder will provide each Primary Enrollee electronic access to a certificate/Evidence of Coverage booklet supplied by Delta Dental. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request. Contractholder will also distribute to its Enrollees any notice from Delta Dental which may affect their rights under this Contract.

So long as Contractholder pays the Premiums as stated in Article 3, Delta Dental agrees to provide the Benefits described in this Contract including Attachment A Deductibles, Maximums and Contract Benefit Levels (Attachment A) and Attachment B Services, Limitations and Exclusions (Attachment B).

This Contract is issued and delivered in the State of Georgia and is governed by its laws.

[Group's Name]

Executed this _____ day of _____, 20____ for the Contractholder at: _____

City and State

By: _____ Signature: _____

Delta Dental Insurance Company



Michael G. Hankinson, Esq., President

Notice: Delta Dental Providers will be paid their Contracted Fee. Delta Dental Providers and Non-Delta Dental Providers will be reimbursed at least the same amount.

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS

ARTICLE 2 - ELIGIBILITY AND ENROLLMENT

ARTICLE 3 - MONTHLY PREMIUMS

ARTICLE 4 - CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

ARTICLE 5 - GENERAL PROVISIONS

ARTICLE 6 - TERMINATION AND RENEWAL

ARTICLE 7 - ATTACHMENTS

ARTICLE 1 - DEFINITIONS

Terms when capitalized in this document have defined meanings, given either in the section below or within this Contract's sections.

- 1.0 **Accepted Fee** -- the amount the attending Provider agrees to accept as payment in full for services rendered. For a Preferred Provider, this is the Delta Dental PPO Provider's Contracted Fee.
- 1.02 **Benefits** -- covered dental services provided under the terms of this Contract.
- 1.03 **Calendar Year** -- the 12 months of the year from January 1 through December 31.
- 1.04 **Claim Form** -- the standard form used to file a claim or request a Pre-Treatment Estimate.
- 1.05 **Contract** -- this agreement between Delta Dental and the Contractholder, including the attachments listed in Article 7.
- 1.06 **Contract Benefit Level** -- the percentage of the Maximum Contract Allowance that Delta Dental will pay after the Deductible has been satisfied as shown in Attachment A.
- 1.07 **Contractholder** -- the employer, union or other organization or group as named herein contracting to obtain Benefits.
- 1.08 **Contract Term** -- the period during which this Contract is in effect, as shown in Attachment C.
- 1.09 **Contract Year** -- the [12] months starting on the Effective Date and each subsequent [12] month period thereafter. [Deductibles and Maximums will be determined using this [12] month period rather than on a Calendar Year basis.]
- 1.10 **Deductible** -- a dollar amount that an Enrollee and/or the Enrollee's family (for family coverage) must pay for certain covered services before Delta Dental begins paying Benefits.
- 1.11 **Delta Dental Premier® Provider (Premier Provider)** -- a Non-Preferred Provider who contracts with Delta Dental Insurance Company or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for covered services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.
- 1.12 **Delta Dental Premier Contracted Fee** -- the fee for each Single Procedure that a Non-Preferred Premier Provider has contractually agreed to accept as payment in full for covered services.
- 1.13 **Delta Dental PPO Provider (PPO Provider)** -- a Preferred Provider who contracts with Delta Dental Insurance Company or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee as payment in full for covered services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.
- 1.14 **Delta Dental PPO Contracted Fee** -- the fee for each Single Procedure that a Preferred (PPO) Provider has contractually agreed to accept as payment in full for covered services.
- 1.15 **Dependent Enrollee** -- an Eligible Dependent enrolled to receive Benefits.
- 1.16 **Effective Date** -- the original date the Contract starts, as shown in Attachment C.
- 1.17 **Eligible Dependent** -- a dependent of an Eligible Employee eligible for Benefits under Article 2.
- 1.18 **Eligible Employee** -- any employee] [or retiree] eligible for Benefits under Article 2.
- 1.19 **Emergency Care** -- services and/or treatment provided for an emergency condition with extreme severity; that would lead to placing the Enrollee's health in serious jeopardy, or serious impairment to bodily functions.

- 1.20 **Enrollee** -- an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.
- 1.21 **Enrollee Pays** -- Enrollee's financial obligation for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as "Delta Dental Pays" on the claims statement when a claim is processed.
- 1.22 **Enrollee's Effective Date of Coverage** -- the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.
- 1.23 **[Late Entrant** -- an Eligible Employee [and/or Eligible Dependent] who does not enroll for coverage under this Contract within [31] days of the date first eligible, but later becomes covered; or who requests coverage after previously terminating coverage while still eligible for coverage under the Contract.]
- 1.23 **Maximum** -- is the maximum dollar amount Delta Dental will pay toward the cost of dental care. Enrollees must satisfy costs above this amount. Delta Dental will pay the Maximum, if applicable, shown in Attachment A for Benefits under this Contract.
- 1.24 **Maximum Contract Allowance** -- the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates payment and the Enrollee's financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

PPO/PRE/PROGRAM ALLOWANCE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Program Allowance.

PPO/PPO/PPO

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.

PPO/PRE/PPO

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.

PPO/PRE/PRE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.

TABLE OF ALLOWANCE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee or the amount shown on the Table of Allowances.

- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee or the amount shown on the Table of Allowances.
 - by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the amount shown on the Table of Allowances.
- 1.26 **Non-Preferred Provider** -- a Provider who is not a PPO Provider and has not agreed to accept the PPO Contracted Fee. Some Non-Preferred Providers (Premier Providers) have contracted with Delta Dental to accept an amount which may be greater than the PPO Contracted Fee. These providers will limit the amount of balance billing you are required to pay to the Delta Dental Premier Contracted Fee. Other Non-Preferred Providers may balance bill the Enrollee up to his/her Submitted Fee and have not agreed to comply with Delta Dental's administrative guidelines.
- 1.27 **Open Enrollment Period** -- the month of the year during which employees may change coverage for the next Contract Year.
- 1.28 **Preferred Provider** -- a PPO Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Provider's Contracted Fee as payment in full for services provided under a PPO plan. A Preferred Provider also agrees to comply with Delta Dental's administrative guidelines.
- 1.27 **Pre-Treatment Estimate** -- an estimation of the allowable Benefits under this Contract for the services proposed, assuming the person is an eligible Enrollee.
- 1.28 **Premium** -- the amounts payable by the Contractholder monthly as provided in Attachment C.
- 1.29 **Primary Enrollee** -- an Eligible Employee enrolled in the plan to receive Benefits; may also be referred to as "Enrollee".
- 1.30 **Procedure Code** -- the Current Dental Terminology® (CDT) number assigned to a Single Procedure by the American Dental Association.
- 1.31 **Program Allowance** -- the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental sets the Program Allowance for each procedure through a review of proprietary data by geographic area. The Program Allowance may vary by the contracting status of the Provider and/or the Program Allowance selected by the Contractholder.
- 1.32 **Provider** -- a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.
- 1.33 **Qualifying Status Change** -- a change in:
- marital status (marriage, divorce, annulment or death);
 - number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
 - employment status (change in employment status of Enrollee or Eligible Dependent);
 - dependent child ceases to satisfy eligibility requirements;
 - residence (Enrollee, dependent Spouse or child moves);
 - a court order requiring dependent coverage; or
 - any other current or future election changes permitted by Internal Revenue Code Section 125.
- 1.34 **Single Procedure** -- a dental procedure that is assigned a separate Procedure Code.
- 1.35 **Spouse** -- a person related to or a partner of the Primary Enrollee:
- as defined and as may be required to be treated as a Spouse by the laws of the state where this Contract is issued and delivered;
 - as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
 - as may be recognized by the Contractholder.
- 1.36 **Submitted Fee** -- the amount that the Provider bills and enters on a claim for a specific procedure; however, a Non-Preferred Provider may balance bill and the Enrollee is responsible for the remaining balance.

[1.37 Table of Allowances -- [the list of covered dental services showing the Procedure Code and the most Delta Dental would pay for each covered Single Procedure.] [the list of covered dental services showing the Procedure Code and the amount on which Delta Dental would base its percentage of payment if said amount is the Maximum Contract Allowance.]The Table of Allowances is part of Attachment A.][Allowances shown in the Table of Allowances will [increase/be adjusted] each [Contract Year/Calendar Year/Contract Term] by [.5%-25%].]

ARTICLE 2 - ELIGIBILITY AND ENROLLMENT

2.01 Reporting

Delta Dental processes eligibility as reported by the Contractholder. On or before the Effective Date, Contractholder will furnish to Delta Dental, in writing or via electronic format as agreed by Delta Dental and the Contractholder, a listing of eligible Primary Enrollees and Dependent Enrollees. Electronic format may be file transmissions, Delta Dental's web tool or a combination of the two. The listing shall include but not be limited to the:

- Primary Enrollees' and Dependent Enrollees': names, Enrollee ID numbers, Enrollee's Effective Date of Coverage, dates of birth, addresses and gender;
- Dependent Enrollees' dependent status; and
- Primary Enrollees' location, if applicable.

The eligibility list shall include all Eligible Employees unless the Eligible Employee waives coverage or enrolls in an alternate dental plan offered by Contractholder. [The eligibility list may also include retired employees and surviving Spouses of employees.]

Thereafter, before the tenth day of each month, Contractholder must furnish to Delta Dental in the format agreed to above, a listing indicating specific additions, changes or terminations made during the prior month. An Enrollee remains enrolled until the Contractholder notifies Delta Dental of the termination. If the Primary Enrollee loses coverage or makes any change that affects an Enrollee's eligibility, Contractholder must promptly notify Delta Dental of such change.

Contractholder will notify Delta Dental in writing or in electronic media of any requests for Premium adjustments for Enrollees who should have been terminated in the event Delta Dental was not previously notified of the termination(s). Retroactivity will be adjusted up to the immediately preceding three (3) months plus the current billing month.

Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Also, Delta Dental may not pay Benefits for an Enrollee if Premiums are not paid for the month in which dental services are rendered. Delta Dental shall not be obligated to recover claims paid to a Provider as a result of Contractholder's retroactive eligibility adjustments. The Contractholder agrees to reimburse Delta Dental for any erroneous claim payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

2.02 Contractholder will permit Delta Dental to audit Contractholder's records to confirm compliance with Articles 2 and 3. Delta Dental will give Contractholder written notice within a reasonable time before the audit date.

2.03 Eligible Employees

[An employee [working X hours per week] becomes eligible on whichever is later, the Effective Date or on the [date of hire/first day of the month following date of hire/first of the month following X days/months of continuous employment at X hours per week]].

[2.04 Eligible Dependents

- [Dependents are the Primary Enrollee's Spouse and [unmarried] dependent children from birth to age [19], or to age [25] if enrolled as full-time students in a post-secondary institution of higher learning, or would have been eligible to be enrolled and were prevented due to illness or injury.]
- [Dependents are the Primary Enrollee's Spouse and [unmarried] dependent children from birth to age [25].]

- Children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of a partner as recognized by the Contractholder. [Children must be dependent upon the Primary Enrollee for support and maintenance.] The dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a dependent, becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- An overage [unmarried] dependent child may be eligible if:
 - 1) he/she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
 - 2) he/she is chiefly dependent on the eligible employee for support; and
 - 3) proof of dependent's disability is provided within 31 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the eligible employee for support because of a physically or mentally disabling injury, illness or condition that began before he/she reached the limiting age.

Dependents on active military duty are not eligible.

2.05 **Enrollment of Eligible Employees and Eligible Dependents**

- If Contractholder pays the entire cost of coverage for all Primary Enrollees and Dependent Enrollees, all Eligible Employees and Eligible Dependents are automatically covered under the plan.
- If the Primary Enrollee must contribute any portion of the cost of coverage, then Eligible Employees must enroll to be covered under the plan. Enrollment must be within 31 days after first becoming eligible or during an Open Enrollment Period. Coverage cannot be dropped or changed other than during an Open Enrollment Period or because of a Qualifying Status Change.
- If the Primary Enrollee is paying all or a portion of the cost for coverage for Dependent Enrollees in the manner elected by the Contractholder and approved by Delta Dental, then Eligible Dependents must be enrolled within 31 days after the date becoming eligible or during the Open Enrollment Period. Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.
- All Eligible Dependents must be enrolled as Dependent Enrollees if dependent coverage is elected.
- [If both Spouses are Eligible Employees, one may not enroll as a Dependent Enrollee of the other. Dependent children may enroll as Dependent Enrollees of only one Primary Enrollee.]
- A child who is eligible as a Primary Enrollee and a dependent can be insured under this Contract as a Primary Enrollee or a Dependent Enrollee but not both at the same time.

2.06 Except for an employee absent from work due to a leave of absence [approved by the Contractholder or] governed by the "Family & Medical Leave Act of 1993" (P.L. 103.3), an Enrollee will not be covered for any dental services received while a Primary Enrollee is on strike, lay-off or leave of absence. Contractholder must inform Delta Dental of any change in eligibility as required under section 2.01.

Benefits for such Primary Enrollee and his/her Eligible Dependents will resume as follows:

- If coverage is reactivated in the same [Contract/Calendar] Year, Deductibles and Maximums will resume as if the Primary Enrollee were never gone.
- If coverage is reactivated in a different [Contract/Calendar] Year, new Deductibles and Maximums will apply.

Coverage will resume provided the Contractholder submits the request to Delta Dental that coverage be reactivated.]

If an employee is rehired within the same [Contract/Calendar] Year, Deductibles and Maximums will resume as if the Primary Enrollee was never gone.

2.07 [A Primary Enrollee loses coverage on the earlier of the **last day of the month of employment**, when he/she is no longer an Eligible Member of the Contractholder or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee or when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

[A Primary Enrollee loses coverage on **the day of termination** of employment, when he/she is no longer an Eligible Member of the Contractholder or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

[A Primary Enrollee loses coverage on the earlier of **the last day of the pay period** of employment, when he/she is no longer an Eligible Member of the Contractholder, when he/she stops paying the required Premiums for coverage or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

Termination of Benefits on Loss of Eligibility

Delta Dental will not pay for Benefits for any services received by a person who is not an Enrollee at the time of treatment except for covered dental services incurred when the person was covered if such procedure is completed within 90 days of the date coverage ends. A dental service is incurred as follows:

- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

2.08 Continuation of Coverage Under USERRA

As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if a Primary Enrollee is covered by this Contract on the date his or her USERRA leave of absence begins, the Primary Enrollee may continue dental coverage for himself or herself and any covered dependents. Continuation of coverage under USERRA may not extend beyond the earlier of: 24 months beginning on the date the leave of absence begins or the date the Primary Enrollee fails to return to work within the time required by USERRA. For USERRA leave that extends beyond 31 days, the Premium for continuation of coverage will be the same as for COBRA coverage.

2.10 Continuation of Coverage Under COBRA

When the Eligible Employees of a Contractholder are covered under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985), then in consideration of the payments specified in Article 3, Delta Dental agrees to provide the Benefits to Enrollees who elect continued coverage pursuant to this section, provided:

- continuation of coverage is required to be offered under COBRA;
- the Enrollee requests the continuation within the time frame allowed;
- the Contractholder notifies Delta Dental that the Enrollee has elected to continue coverage under COBRA;
- Delta Dental receives the required Premium for the continued coverage; and
- this Contract stays in force.

Delta Dental does not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).]

2.11 Multiple Plan Options

This Contract is entered into with the understanding that Eligible Employees of the Contractholder have a choice between dental coverage under this Delta Dental plan and one or more alternate programs. Eligible Employees may exercise that choice as follows:

- All Eligible Employees that enroll will be enrolled as Primary Enrollees under the Delta Dental plan unless they elect an alternate plan.
- Except for new employees, enrollment may be filed with Contractholder only during the Open Enrollment Period.
- New employees may enroll within 31 days of employment which will be effective until the next Open Enrollment Period.
- [If Eligible Employees have a choice of more than one Delta Dental PPO plan and change plans, [all waiting periods] [waiting periods for [Basic Services/Major Services/Orthodontic Services /Implant Services/TMJ Services/Cosmetic Services/Dental Accident Services] will apply.]]
- [If Eligible Employees have a choice of more than one Delta Dental PPO plan and change plans, enrollees will be placed in Year 1 regardless of the amount of time enrolled in any Delta Dental PPO plan.]]

ARTICLE 3 – MONTHLY PREMIUMS

3.01 Contractholder will remit to Delta Dental or its Third Party Administrator the Premium in the amount and manner shown in Attachment C for all Primary Enrollees and Dependent Enrollees.

Delta Dental will process eligibility as reported by the Contractholder.

For enrollment additions, Contractholder will remit a full month's Premium for Enrollees whose coverage is effective on the first through the fifteenth calendar day of a month. Premiums are not due to Delta Dental for Enrollees who are enrolled on the sixteenth through the last day of a month.

For enrollment terminations, Contractholder will remit a full month's Premium for Enrollees whose coverage is terminated on the sixteenth through the last calendar day of a respective month. Premiums are not due to Delta Dental for Enrollees whose enrollment is terminated on the first through the fifteenth day of a month.]]

Contractholder has arranged for [Primary Enrollees] to submit [monthly] Premiums directly to Delta Dental for themselves and covered dependents via electronic fund transfer ("EFT") [or credit card payment][or check] [credit card or check]. For enrollment to continue under the Contract, the [Primary Enrollee] must complete and return the necessary forms to Delta Dental. Once this information is received, Delta Dental will transfer the [monthly] Premium payment from the Primary Enrollee's bank account on the [[25th] of each month] for the following [month's] Premium. [If the payment method elected by the Enrollee is by credit card, the credit card transaction will be posted to the enrollee's account on the [25th] of each month for the following [month's] premium.] [If payment is by check, Primary Enrollee must follow the instructions on the billing statement.]]

If total funds for the [monthly] Premium are not available, Delta Dental will send the [Primary Enrollee] a notification letter about the payment failure, reason for failure and request the [Primary Enrollee] contact Delta Dental with the corrected payment information in order to satisfy the balance due on the account. If the Premium is not paid by the end of the grace period, Delta Dental will notify the Contractholder regarding the [Primary Enrollee's] non-payment of Premium to determine if termination procedures should be started on the Primary Enrollee. Delta Dental will inform the Primary Enrollee regarding the status of the account up to and including the [Primary Enrollee's] termination of coverage for non-payment of Premiums. The [Primary Enrollee] will need to contact Delta Dental regarding reinstatement of any coverage that is terminated due to the non-payment of Premiums. Delta Dental will provide the [Primary Enrollee] with information needed for reinstatement of terminated coverage.]]

3.02 [This Contract will not be in effect until Delta Dental receives the first month's Premiums. Subsequent Premiums will be paid by the first day of each [month]. For each Premium after the first, a grace period of 31 days from the due date will be allowed for the payment of the Premium. This Contract will continue in force during this period; if the Premium remains unpaid at the end of the grace period, this Contract may be terminated by Delta Dental in accordance with the notice requirements of section 6.01.]]

[Contractholder will pay all Premiums, including the first month's Premium, to Delta Dental within [60] days following the first calendar day of the applicable month of coverage. This [60] day period includes a 31 day grace period. This Contract will continue in force during this period. However, if the Premium remains unpaid at the end of this period, Delta Dental may terminate this Contract in accordance with the notice requirements of section 6.01.]

- 3.03 If this Contract is terminated before the end of a Contract Term, Contractholder will pay additional charges in accordance with Article 6.
- 3.04 Delta Dental will not be responsible or liable for any incorrect, incomplete, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.
- 3.05 Delta Dental may change the monthly Premium whenever the Contract is amended as stated in section 3.06, or whenever the Contractholder requests a change in Benefits, eligibility or when due to a state and/or federal mandated change. Any change in Premium shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing, [except as provided in section 3.06, 3.07 or a state and/or federal mandated change.
- 3.06 Premiums are based on the composition of the Contractholder's group at the beginning of each Contract Term. Delta Dental may propose a choice of changes in Premiums or Benefits for a 15 percent change in composition during the Contract Term, such as an increase or decrease in enrollment, change in location, change in job classifications, change in mix of active versus retiree enrollment or other similar change in the Contractholder's group composition that lasts three (3) months in a row or longer and results in an increase in cost per person of the Contractholder's group. Within 31 days of receipt of the proposed change(s), Contractholder will select one of the choices by written notice to Delta Dental. If Contractholder fails to do so, Delta Dental may select one of the choices by written notice to Contractholder. This Contract will be modified for all dental services predetermined and incurred after notice.]
- 3.07 If during the Contract Term any new or increased tax, assessment, or fee is imposed on the amounts payable to, or by, Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount stated in Attachment C will be increased by the amount of any such new or increased tax, assessment, or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

ARTICLE 4 - CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

- 4.01 Delta Dental will pay Benefits for dental services described in Attachment B when provided by a Provider and when necessary and customary under generally accepted dental practice standards. Claims will be processed in accordance with Delta Dental's standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. Delta Dental will provide notice of such changes at least 60 days in advance to the Contractholder. The Contractholder is responsible for distributing notice to Primary Enrollees.

Delta Dental will use the processing policies that are in effect at the time the claim is processed. Delta Dental may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and exclusions will be applied for the period the person is an Enrollee under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional waiting periods, if any, are shown in Attachment A. If an Enrollee receives dental services from a Provider outside the state of Georgia, the Provider will be reimbursed according to Delta Dental's network payment provisions for said state according to the terms of this Contract.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the benefit payable under this Contract. If the

Provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure.

4.02 Delta Dental's provision of Benefits is limited to the applicable portion of the Provider's fees or allowances specified in Attachment A. The Enrollee is responsible for paying the balance of any fees or allowances known as the "Enrollee Coinsurance." Contractholder has chosen to require Enrollee Coinsurances under this program as a method of sharing the costs of providing dental Benefits between Contractholder and Enrollees. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to the Enrollee, Delta Dental will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of such Enrollee Coinsurance fees or allowances that are discounted, waived or rebated; however, the Non-Delta Dental Provider may balance bill and the Enrollee is responsible for the remaining balance.

4.03 **Deductible**

[As shown on Attachment A, Delta Dental will not pay Benefits for the Deductible amount of the Maximum Contract Allowance for services received each [Contract/Calendar] Year by an Enrollee. The annual maximum Deductible per family, if any, is shown in Attachment A. Only fees an Enrollee pays for covered services that are described in Attachment B will count toward the Deductible. [Any Deductible amount satisfied by the Enrollee during the last three (3) months of the [Contract/Calendar] year will be applied toward the Deductible for the following year.]

[Delta Dental will not pay Benefits for the Deductible amount shown in Attachment A of the Maximum Contract Allowance for services received until the lifetime Deductible has been satisfied by the Enrollee while covered under a Delta Dental plan. Only fees an Enrollee pays for services that are described in Attachment B will count toward the Deductible.]

4.04 **Free Choice of Provider**

Enrollees may see any Provider for covered treatment whether the Provider is a Preferred Provider or a Non-Preferred Provider.

Locating a Preferred (Delta Dental PPO) Provider

A list of Preferred Providers can be obtained at Delta Dental's website (deltadentalins.com). Providers are regularly added to or deleted from the list. Enrollees are responsible for confirming with the Provider's office that a listed Provider is still a participating Preferred Provider. Delta Dental does not guarantee that any particular Provider will be available.

Choosing a Preferred Provider

- A Preferred Provider potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide Benefits at a charge that has been contractually agreed upon.
- Payment for Benefits performed by a Preferred Provider is based on the Maximum Contract Allowance. The Preferred Provider will accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and the Delta Dental PPO Contracted Fees.
- Preferred Providers must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- Preferred Providers will submit Enrollees' claims to Delta Dental.

Choosing a Non-Preferred Provider

- If a Provider is a Non-Preferred Provider, the amount charged to Enrollees may be above that accepted by Preferred Providers, and Enrollees will be responsible for any balance billed amounts.
- Payment for Benefits performed by a Non-Preferred Provider is based on the Maximum Contract Allowance.
- Some Non-Preferred Providers (Premier Providers) have contracted with Delta Dental to accept an amount which may be greater than the Delta Dental PPO Contracted Fee. These providers will limit the amount of balance billing Enrollees are required to pay to the Delta

Dental Premier Contracted Fee and will also submit Enrollees' claims to Delta Dental. These providers must accept assignment of Benefits and will be paid directly by Delta Dental.

- Other Non-Preferred Providers may balance bill the Enrollee up to his/her Submitted Fee. These providers are not required to submit claims to Delta Dental and payment will be made to the Primary Enrollee.

4.05 Coordination of Benefits

STANDARD COB

[Delta Dental coordinates the Benefits under this Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies. If this Contract is the "primary" plan, Delta Dental will not reduce Benefits. If this is the "secondary" plan, Delta Dental may reduce Benefits otherwise payable under this Contract so that the total benefits paid or provided by all plans do not exceed 100 percent of total allowable expense.]

NON DUPLICATION

[Delta Dental coordinates the Benefits under this Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies. Benefits under this plan may be reduced so that combined coverage does not exceed Delta Dental's portion of the Maximum Contract Allowance. If this Contract is the "primary" plan, Delta Dental will not reduce Benefits, but if the other Plan is the primary one, Delta Dental will reduce Benefits otherwise payable under this Contract. The reduction will be the amount paid for or provided under the terms of the primary plan for covered services in Attachment A and in Attachment B.]

Order of Benefit Determination Rules:

The following rules determine which plan is the "primary" plan:

- (1) The plan covering the Enrollee as an employee is primary over a plan covering the Enrollee as a dependent.
- (2) The plan covering the Enrollee as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
 - a) Secondary to the plan covering the insured person as a dependent and
 - b) Primary to the plan covering the insured person as other than a dependent (e.g. a retired employee),
then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.
- (3) Except as stated in paragraph (4), when this plan and another plan cover the same child as a dependent of different persons, called parents:
 - a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
 - b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
 - c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
- (4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody, or as a dependent of the custodial parent's Spouse (i.e. step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other policy which covers the child as a dependent child.
- (5) If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in paragraph (3).]
- (6) The benefits of a plan which covers an insured person as an employee who is neither laid-off nor retired are determined before those of a plan which covers that insured person as a laid-

- off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree or an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule (6) is ignored.
- (7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination:
- a) First, the benefits of a plan covering the insured person as an employee or Primary Enrollee (or as that insured person's dependent);
 - b) Second, the benefits under the continuation coverage.
- If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- (8) If none of the above rules determine the order of benefits, the benefits of the plan which covered an employee longer are determined before those of the plan which covered that insured person for the shorter term.
- (9) When determination cannot be made in accordance with the above, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental-only plan.

4.06 Clinical Examination

Before approving a claim, Delta Dental may obtain at our own expense, to such extent as may be lawful, from any Provider, or from hospitals in which a Provider's care is provided, as often as is reasonably required during the pendency of a claim, such information and records relating to an Enrollee as Delta Dental may require to administer the claim. Delta Dental may also require that an Enrollee be examined by a dental consultant retained by Delta Dental at Delta Dental's expense in or near his/her community or residence. In the case of death, we have the right and opportunity to make an autopsy. Such information and records will be kept confidential in accordance with all applicable laws and regulations.

4.07 Notice of Claim Forms

Delta Dental will furnish to any Provider or Enrollee, on request, a Claim Form to make a claim for payment of Benefits. To make a claim, the Claim Form must be completed and signed by the Provider who performed the services and by the Enrollee (or the parent or guardian of a minor) and submitted to Delta Dental at the address shown thereon. If Delta Dental does not furnish the Claim Form within 15 days after requested by a Provider or Enrollee, the requirements for proof of loss set forth in section [4.09] of this Contract will be deemed to have been complied with upon the submission to Delta Dental within the time established in said section for filing proof of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. Enrollees and Providers may download a Claim Form from Delta Dental's website.

4.08 Pre-Treatment Estimate

A Provider may file a Claim Form before treatment, showing the services to be provided to an Enrollee. Delta Dental will estimate the amount of Benefits payable under this Contract for the listed services. Benefits will be processed according to the terms of this Contract when the treatment is performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date this Contract terminates;
- the date Benefits under this Contract are amended if services in the Pre-Treatment Estimate are part of the amendment;
- the date the Enrollee's coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

4.09 Written Notice of Claim/Proof of Loss

Delta Dental must be given a written notice of claim, sometimes referred to as a written proof of loss, within 12 months after the date of the loss and must include information regarding other group coverage if applicable. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one (1) year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to Delta Dental within 12 months of the termination of this Contract.

4.10 **Time of Payment**

Claims payable under this Contract for any loss other than for which this Contract provides any periodic payment will be paid no later than 15 working days after written proof of loss is received. Delta Dental will notify the Primary Enrollee and his/her Provider of any additional information needed to process the claim within this 15 working day period.

Claims not processed as stated above are subject to a charge of 12 percent interest per annum. Subject to due written proof of loss, all accrued indemnities for loss for which this Contract provides periodic payment will be paid monthly and any balance remaining upon the termination of liability will be paid immediately upon receipt of due written proof.

4.11 **Claims Appeal**

Delta Dental will notify the Enrollee and his/her Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. The Enrollee has at least 180 days after receiving a notice of denial to request a grievance by writing to Delta Dental giving reasons why they believe the denial was wrong. The Enrollee and his/her Provider may also ask Delta Dental to examine any additional information provided that may support the grievance.

Send your grievance to Delta Dental at the address shown below:

Delta Dental Insurance Company
P.O. Box 1809
Alpharetta, GA 30023

Delta Dental will send the Enrollee a written acknowledgment within five (5) days upon receipt of the grievance. Delta Dental will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this Contract, Delta Dental shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. Delta Dental will send the Enrollee a decision within 30 days after receipt of the Enrollee's grievance.

If the Enrollee believes he/she needs further review of their grievance, he/she may contact his/her state regulatory agency if applicable. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under Section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

4.12 **To Whom Benefits Are Paid**

Payment for services provided by a Preferred Provider will be made directly to the Provider. Any other payments provided by this Contract will be made to the Primary Enrollee unless the Primary Enrollee requests when filing proof of loss that the payment be made directly to the Provider providing the services. All Benefits not paid to the Provider will be payable to the Primary Enrollee, to his/her estate, or to an alternate recipient as directed by court order except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his/her parent, guardian or other person actually supporting him/her.

4.13 No change in Benefits will become effective during a Contract Term unless Contractholder and Delta Dental agree in writing.

ARTICLE 5 - GENERAL PROVISIONS

5.01 **Entire Contract: Changes**

This Contract, including the attachments listed in Article 7, is the entire agreement between the parties. No agent has authority to change this Contract or waive any of its provisions. No change in this Contract will be valid unless approved by an executive officer of Delta Dental.

5.02 Severability

If any part of this Contract or an amendment of it is found by a court or other authority to be illegal, void or not enforceable, all other portions of this Contract will remain in full force and effect.

5.03 Conformity with Prevailing Laws

All legal questions about this Contract will be governed by the state of Georgia where this Contract was entered into and is to be performed. Any part of this Contract which conflicts with the laws of Georgia or federal law is hereby amended to conform to the minimum requirements of such laws.

5.04 Misstatements on Application: Effect

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of this Contract, all statements made by the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under this Contract, unless it is contained in a written instrument signed by the Contractholder, a copy of which has been furnished to such Contractholder.

5.05 Legal Actions

No action at law or in equity will be brought to recover on this Contract before 60 days after written proof of loss has been filed in accordance with requirements of this Contract; nor will an action be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

5.06 Not in Lieu of Workers' Compensation

This Contract is not in lieu of and does not affect any requirements for coverage by workers' compensation insurance.

5.07 Certificate of Insurance

[Delta Dental will issue to the Contractholder an electronic file containing a certificate/Evidence of Coverage booklet summarizing the Benefits to which Enrollees are entitled and to whom Benefits are payable. Each Primary Enrollee will have electronic access to the certificate. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request.] The certificate is not assignable and the Benefits are not assignable prior to a claim. If any amendment to this Contract will materially affect any Benefits described in the certificate, new certificates or amendments showing the change will be issued.

5.07 Certificate of Insurance

Delta Dental will issue to the Contractholder for delivery to each Primary Enrollee a certificate/Evidence of Coverage booklet summarizing the Benefits to which they are entitled and to whom Benefits are payable.] The certificate is not assignable and the Benefits are not assignable prior to a claim. If any amendment to this Contract will materially affect any Benefits described in the certificate, new certificates or amendments showing the change will be issued.

5.08 Publications About Program

Contractholder and Delta Dental agree to consult as is reasonably practical on all material published or distributed about this Contract. No material will be published or distributed which conflicts with the terms of this Contract.

5.09 Provider Relationships

Contractholder and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to Enrollees does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

5.10 Notice: Where Directed

All formal notices under this Contract must be in writing and sent by email, facsimile (fax), first-class United States mail, overnight delivery service or personal delivery. Notice by United States mail will be effective 48 hours after mailing with fully pre-paid postage.

Contractholder shall designate in writing on the application a representative for purposes of receiving notices from Delta Dental under this Contract. Contractholder may change its representative at any time with 30 days written notice to Delta Dental. The Contractholder's representative shall disseminate notices to the Enrollees within 30 days of receipt.

5.11 Indemnification

Contractholder will indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Contractholder's negligent performance or non-performance of its obligations under this Agreement.

Delta Dental will indemnify, defend and hold harmless Contractholder and its employees and agents, against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Delta Dental's negligent performance or non-performance of its obligations under this Agreement.]

5.12 Time Limit on Certain Defenses

After this Contract has been in force for three (3) years from the Effective Date, no statement made by the Contractholder will be used to void this Contract. No statement by an Enrollee with respect to the Enrollee's insurability, will be used to reduce or deny a claim or contest the validity of insurance for such Enrollee after that person's coverage has been in effect three (3) years or more during his or her lifetime.

5.13 Compliance with Administrative Simplification, Security and Privacy Regulations

Contractholder and Delta Dental shall comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information including executing a Business Associate Addendum as required by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Contractholder and Delta Dental agree that this Contract shall incorporate terms as necessary and as applicable to execute the required agreements (i.e. business associate agreement) to comply with federal regulations issued under the HIPAA, HITECH Act or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.

5.14 Impossibility of Performance

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

5.15 Third Party Administrator (“TPA”)

Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under this Contract. Any TPA providing such services or receiving such information shall enter into a separate Business Associate Agreement with Delta Dental providing that the TPA shall meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

5.16 Holding Company

Delta Dental is a member of the Insurance Holding Company System of Delta Dental of California (the “Enterprise”). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

5.17 Mutual Confidentiality

Contractholder and Delta Dental agree to maintain confidential information using the same degree of care (which shall be no less than reasonable care) as each uses to protect its own confidential information of a similar nature and to use confidential information only for specified purposes. Confidential information includes any information which the owner deems confidential, whether marked as confidential or otherwise clearly identifiable as confidential and includes information not generally known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to the owner of the confidential information. The recipient of confidential information shall notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

5.18 Trademarks: Service Marks

Unless specifically allowed in this Contract, neither party shall use the name, trademarks, service marks or other proprietary branding of the other party without the advance written approval of the other party.

5.19 Non-Discrimination

Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact Delta Dental's Customer Service Center at 800-471-0236.

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

Delta Dental
P.O. Box 997330
Sacramento, CA 95899-7330
Telephone Number: 800-471-0236
Website Address: deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ARTICLE 6 - TERMINATION AND RENEWAL

6.01 This Contract may be terminated only as follows:

- By Delta Dental,
 - (1) upon 60 days written notice if Contractholder fails to furnish Delta Dental a list of all Enrollees as required under section 2.01; or
 - (2) upon 60 days written notice if Contractholder fails to permit Delta Dental to inspect Contractholder's records as called for under section 2.02; or
 - (3) upon 31 days written notice if Contractholder fails to pay Premiums, in the amount and manner required by Article 3.
- By Delta Dental, with 60 days written notice if the Contractholder reports fewer than the Minimum Number of Primary Enrollees shown in Attachment C for three (3) consecutive months.
- By Delta Dental at the end of a Contract Term upon 60 days written notice.

6.02 If this Contract terminates under section 6.01 first and/or second bullet, Contractholder may become obligated upon termination to pay Delta Dental for that portion of the monthly Premium which constitutes for the current Contract Term Delta Dental's direct costs of administering this Contract multiplied by the remaining number of months from the date of termination to the expiration of the current Contract Term, but the amount will not exceed 25% of the total Premium for the entire Contract Term.

6.03 If Contractholder notifies Delta Dental that it intends to terminate this Contract upon less than 60 days notice, section 6.02 will apply as if Delta Dental terminated this Contract under Section 6.01 first and/or second bullet.

6.04 Delta Dental will not be required to do Pre-Treatment Estimates if this Contract is terminated for any cause nor will Delta Dental be required to pay for services performed beyond the termination date except for completion of Single Procedures commenced while this Contract was in effect as stated in Section [2.07].

6.05 Delta Dental will provide [60] days advance written renewal notice prior to the end of the initial or any subsequent Contract Terms indicating if Premiums and/or Benefits will remain the same or change. The Contractholder's payment of the Premium indicated in the renewal notice for the new Contract Term will signify the Contractholder's acceptance of the renewal. If the Contractholder fails to provide written notification to Delta Dental of non-renewal by the date indicated in the renewal letter and/or does not pay the Premiums indicated in the renewal notice with the new Contract Term, Delta Dental will terminate this Contract under section 6.01 first bullet, item (3).

ARTICLE 7 - ATTACHMENTS

These documents are attached to this Contract and made a part of it:
Attachment A Deductibles, Maximums and Contract Benefit Levels
[Attachment A-[1] Table of Allowances/Maximum Enhancement]
Attachment B Services, Limitations and Exclusions
Attachment C Group Variables

OHCA Contract Notice for Fully Insured Groups

Delta Dental Insurance Company ("Delta Dental") and the fully insured Group Health Plan ("Contractholder") participate in an Organized Health Care Arrangement (as defined in 45 Code of Federal Regulations (C.F.R.) §164.501) ("OHCA"). The Contractholder hereby certifies that:

- The Contractholder will treat all PHI in accordance with the standards of the HIPAA Privacy Rules and update its plan documents to reflect that it will limit access to PHI to those employees and authorized representatives of the Contractholder whose access is necessary to perform the plan administration functions permitted under the HIPAA Privacy Rules and that PHI will not be used in the context of other benefit plans or in employment-related decisions.
- In order for PHI beyond summary health information to be disclosed, the fully insured Contractholder must: (1) provide a signed attestation that their plan documents have been amended to comply with the applicable HIPAA privacy administrative safeguard provisions; (2) have issued a HIPAA compliant privacy notice; and (3) provide individuals with the right to access, review, amend, and receive an accounting of disclosures.
- PHI requested is the minimum necessary for the Contractholder to perform its health care operations and/or payment activities related to the Contract herein.
- If Delta Dental is directed to release PHI to a third party, the third party has a HIPAA compliant BAA with the Contractholder.