

CITY CLERK
ORIGINAL

C-7326-3
03/07/2014

March 7, 2014

Charlotte Beadles
City of Glendale
5850 W Glendale Ave #B56
Glendale AZ 85301

Re: DELTA DENTAL PLAN RENEWAL -- GROUP #4211
Contract Term: July 1, 2014 thru June 30, 2015

Dear Charlotte:

Delta Dental of Arizona has been privileged to provide dental benefits to the employees of City of Glendale since 2005, under the above referenced group number. We propose to renew the above noted plan for the upcoming contract year under the same terms and conditions now in effect. As a reminder "June" is open enrollment month for employees to make changes to their plan benefits.

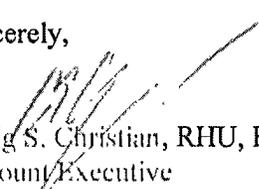
Our Underwriting Department has completed the renewal analysis to determine the adequacy of the existing billing rates. On the basis of this review, there will be no change to the current rates for the next contract year period; furthermore, we are pleased to hold the renewal rates for 24 months: July 1, 2014 – June 30, 2016.

The current and renewal 2-tier rates are as follows:

	<u>Current</u>	<u>Renewal</u>
Employee:	\$34.67	\$34.67
Dependent:	\$68.43	\$68.43
Total:	\$103.10	\$103.10

Thank you for your continued support of Delta Dental of Arizona. **For your convenience, please sign, date below and return by mail, email or facsimile at (602) 588-3921 by May 28 2014.** Also, should you have any questions or have interest in reviewing plan design alternatives at this time, please do not hesitate to call me at (602) 588-3930 or christian@deltadentalaz.com.

Sincerely,


Craig S. Christian, RHU, REBC
Account Executive

CC/II



Authorized Signer

5/19/14
Date
ATTEST:



Approved as to City Clerk

Delta Dental of Arizona
5656 West Talavi Blvd.
Glendale, AZ 85306

Telephone: 602.938.3131
In Arizona: 800.352.6132
Facsimile: 602.588.3636



City Attorney

AMENDMENT #3 TO CONTRACT
DELTA DENTAL OF ARIZONA, GROUP # 4211

Contract # 4211 dated July 1, 2011, between Delta Dental of Arizona and City of Glendale, is hereby amended, effective July 1, 2014, as follows:

The premium rates as noted in **Appendix B, Summary of Contractual Components**, are as follows:

Current rates are:

Employee Only	\$ 34.67
Employee and Family	\$103.10

Rates for the period of July 1, 2014 through June 30, 2016 will be:

Employee Only	\$ 34.67
Employee and Family	\$103.10

AUTHORIZED SIGNATURES

City of Glendale

By: 

Title: City manager

Date: 5/19/14

ATTEST:

City Clerk

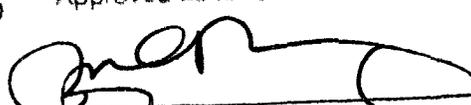
Delta Dental of Arizona

By: 
R. Allan Allford

Title: President/CEO

Date: March 7, 2014

C0210 Approved as to form


City Attorney



DELTA DENTAL OF ARIZONA

5656 W. Talavi Blvd.

Glendale, AZ 85306

(602) 938-3131

An Arizona Not For Profit Dental Service Plan

Employer Group Dental Contract

The completion of the Master Application and premium payment made by City of Glendale is the consideration that binds the parties. City of Glendale will be called Employer Group in this Employer Group Dental Contract. The Employer Group Dental Contract, henceforth in this document, will be referred to as This Contract. Delta Dental Of Arizona will be referred to as DDAZ in This Contract. The Master Application is a part of This Contract and binds the parties.

This Contract:

- A. Is issued for the Initial Rate Guarantee Period outlined below; and
- B. May be renewed for successive renewal periods by the payment of premiums set by DDAZ on each renewal date and by a signed contract amendment indicating the renewal effective date, and any applicable changes to this contract.

The length of each renewal period will be set by DDAZ, but will not be less than twelve -- (12) months except for the initial change of a contract term.

Entire Contract and Contract Amendments:

This Contract with all Appendices, the Dental Benefits Booklet, the Appeals Booklet (if applicable) and the Master Application of the Employer Group constitute the Entire Contract between the parties. A copy of the Employer Group's Master Application, the Dental Benefits Booklet, and the Appeals Packet (if applicable) are attached to This Contract when issued.

This Contract may be changed in whole or in part. No change in This Contract will be valid unless it is approved in writing by DDAZ's Chief Executive Officer and given to the Employer Group for attachment to This Contract. No agent has the authority to change This Contract or to waive any of its provisions.

Employer Group Number:	4211
Original contract effective date:	July 1, 2005
Restated contract Effective Date:	July 1, 2011
Initial Coverage Period:	July 1, 2011 through June 30, 2012

Employer Group Dental Contract

This Employer Group Dental Contract includes the following Appendices:

Appendix A: Summary of Benefits

Appendix B: Employer Group Specifications

Appendix C: Funding Agreement

Delta Dental of Arizona and the Employer Group agree to comply with all provisions set forth in This Employer Group Dental Contract.

AUTHORIZED SIGNATURES

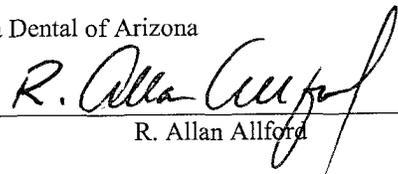
City of Glendale

By: 

Title: City Manager

Date: 5/19/14

Delta Dental of Arizona

By: 
R. Allan Allford

Title: President/CEO

Date: March 7, 2011

ATTEST:

City Clerk

Approved as to form

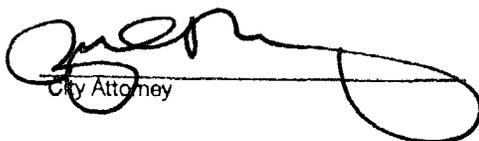
C0210 
City Attorney

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DEFINITIONS

The following terms, words and phrases will, for purposes of This Contract be defined as follows:

Allowable Charge(s) are determined as follows:

Participating Dentist- Delta Dental Premier Network; The lesser of the Participating Dentist's filed fee, billed charges or the Maximum Reimbursable Amount for services rendered. A Participating Dentist will not charge a Covered Person more than the Allowable Charge(s).

Participating Dentist- Delta Dental PPO Network; The lesser of the Participating Dentist's billed charges or the Table of Allowance for services rendered. A Participating Dentist will not charge a Covered Person more than the Allowable Charge(s).

Non-participating Dentist; The lesser of the dentist's billed charges or Non-participating Dentist Table of Allowance. DDAZ will pay the Covered Person the Allowable Charge(s). A Covered Person will be responsible for the full cost of treatment.

Benefit Waiting Period; is the period that must pass after the person is a covered Subscriber but before benefits will be paid for certain procedures or categories of expense.

Benefit Year; is the time period for which benefits are paid, time limitations are tracked, and the deductibles and maximum benefits are applied. A Benefit Year can be either a calendar year or Employer Group Contract Year. See Appendix A for the Benefit Year that applies in This Contract.

Change in Family Status; includes marriage, birth, or adoption of a child, divorce, or legal separation, loss of employment by a spouse, and death of an employee, spouse, or child.

Contract Year; is the twelve (12) month period beginning on the effective date of This Contract and each yearly period thereafter. This Contract is for one (1) year renewable terms. At any renewal period any portion of This Contract may be amended, particularly the Benefit Provisions and rates, the twelve (12) month period for each Contract Year is included in Appendix A.

Covered Person; is an eligible employee or dependent insured under This Contract who has satisfied the eligibility requirements as outlined in Appendix B of This Contract.

Covered Services; include Dental Services rendered by eligible providers to the extent that the benefit plan provides payment for those services after any Benefit Waiting Period has been satisfied. See the Summary of Benefits in the Dental Benefits Booklet and Appendix A of This Contract.

DDAZ; means Delta Dental of Arizona.

Deductible; is the amount of covered dental expenses that the Subscriber pays before the dental benefits are payable, and applies to each Covered Person per Benefit Year. Only fees charged for covered dental services will apply to the Deductible. Refer to the Dental Benefits Booklet for a more detailed description of the deductible and how it is applied.

Dentist: A natural person licensed to practice dentistry within the jurisdiction in which the service was provided.

Dental Plan; includes the dental care benefits provided by DDAZ in accordance with This Contract and described in the Dental Benefits Booklet.

Eligibility Waiting Period; is the period that must pass before the eligible employee is covered as a Subscriber for benefits under the terms of This Contract. Refer to Appendix B of This Contract for the eligibility waiting period.

Enrollment Date; is the Subscriber's effective date of coverage under This Contract or, if earlier, the first day of the waiting period for such coverage.

Maximum Reimbursable Amount; is the applicable maximum dollar amount paid by DDAZ toward the cost of dental care incurred by an individual or family. Delta Dental calculates the applicable Maximum Reimbursable Amount provided by contracting dentists to Delta Dental.

Non-Participating Dentist Table of Allowance; means the fixed dollar maximums paid by DDAZ for services rendered by a Dentist who is not a Participating Dentist with Delta Dental.

Open Enrollment; is the annual one-month period before the beginning of any Contract Term allowing an Eligible Employee, who initially waived coverage, to enroll himself and/or Eligible Dependents.

Participating Dentist; is a Dentist who has signed an agreement with DDAZ.

Predetermination of Benefits; is a statement of costs submitted prior to dental care and treatment. In this process, DDAZ will verify eligibility and determine the amount of benefits to be paid under this contract and provide that estimate to the Subscriber.

Table of Allowance; means the fixed dollar maximums paid by DDAZ for services rendered by a Participating Dentist in the Delta Dental PPO Network.

This Contract; means this written agreement, (including all Appendices, The Master Application, the Dental Benefits Booklet, the Appeals Packet (if applicable) and any amendments) between the Employer Group and DDAZ.

ELIGIBILITY PROVISIONS:

REQUIREMENTS FOR ELIGIBILITY:

EMPLOYER GROUP CONTRIBUTION:

The Employer Group will make a contribution toward the employee and/or dependent premium. This amount will be shown as a percentage and is stated in Appendix B of This Contract.

MINIMUM PARTICIPATION REQUIREMENTS:

The Employer Group will maintain a minimum number of all eligible employees enrolled in this Employer Group Dental Plan. This amount will be shown as a percentage and is stated in Appendix B of This Contract.

DUAL-COVERAGE:

An individual cannot be eligible both as a Subscriber and a dependent under the same DDAZ Employer Group Dental Contract. However, an individual may be covered as a Subscriber under one (1) DDAZ Employer Group Dental Contract and as a dependent under a different DDAZ Employer Group Dental Contract (Refer to the Coordination of Benefits section of This Contract and the Dental Benefits Booklet). No one can be insured as a dependent of more than one (1) insured individual within the same Employer Group Dental Contract. A dependent may be covered under two (2) different Employer Group Dental Contracts with DDAZ.

REHIRED SUBSCRIBERS:

Unless stated differently in Appendix B of This Contract, a Subscriber rehired up to twelve (12) months following the date of termination may rejoin the Plan with no eligibility waiting period. If the Subscriber is reinstated during the same Benefit Year in which the termination occurred, any Deductibles and Maximums met before termination will be applied. Any benefit waiting periods or portions of benefit waiting periods that have been satisfied will be credited. A Subscriber rehired twelve (12) months or later from the date of termination must meet the same requirements as a new employee. The date of rehire will become the date of hire.

UNDERWRITING REQUIREMENTS:

The Employer Group agrees to comply with the underwriting requirements that DDAZ reasonably requires from time to time. DDAZ will give the Employer Group sixty (60) days notice of any changes.

ELIGIBLE EMPLOYEES:

An employee may be covered under this program:

- A. While he/she is a regular employee in a class of eligible employees which is defined and included in This Contract; and/or
- B. While he/she is a full-time regular employee of the Employer Group, who works a required number of hours per week as stated in This Contract.

Temporary or seasonal employees are not eligible for coverage in This Contract. The specific Employer Group definitions of eligible employees are included in Appendix B.

RETIRED EMPLOYEES:

Retired employees are an eligible class of employees ONLY if requested on the Employer Group Dental Master Application, approved by DDAZ, and stated in Appendix B of This Contract.

The Employer Group must provide DDAZ with a complete description of the conditions that employees must meet to qualify for retiree benefits. Retired employees are eligible for coverage only when the requirements established by the Employer Group for retiree benefits have been met. If retiree coverage is added to This Contract at a later date, only those who retire after the effective date will be eligible for coverage.

The retiree should have been continuously covered under This Contract prior to retirement. The relationship with the Employer Group will be considered severed when the retiree terminates coverage with the Employer Group and no longer receives benefits from that Employer Group. In that event the retiree will no longer be considered benefits eligible under This Contract.

ELIGIBLE DEPENDENTS:

If the Subscriber is covered, the following dependents may be covered under this program:

- A. A Subscriber's lawful spouse; and
- B. A Subscriber's unmarried children under age nineteen (19) or those of your spouse, including;
 - 1. Newborn children;
 - 2. Step-children;
 - 3. Persons under legal guardianship substantiated by a court order;
 - 4. Legally adopted children;
 - 5. Children placed for foster care; and
 - 6. Children placed for adoption with the Subscriber in accordance with applicable state or federal law.

Student Status; A Subscriber's unmarried dependent child will be eligible for coverage according to the terms of This Contract. Benefits will continue up to the limiting age for students, according to This Contract if a full-time student is in an accredited school, enrolled in a minimum number of credit hours, and in accordance with the school's full time student status. Student status will be verified. The student age limitation for this Employer Group is included in Appendix B.

Handicapped Dependents; A Subscriber's dependent Child over the age of nineteen (19) may continue to be eligible as dependents, if they are incapable of self-sustaining employment because of physical or mental incapacity that began before age nineteen (19), and are dependent on the Subscriber for their support and maintenance. Proof of incapacity must be provided to DDAZ and your employer within thirty-one (31) days of a request, but not more frequently than once per year following the child reaching the applicable limiting age.

Military Status; No children who are on active duty in military service are eligible for coverage under this contract.

EFFECTIVE DATE OF COVERAGE:

ELIGIBLE SUBSCRIBERS:

Subscribers are covered under this program:

- A. After completion of the eligibility waiting period as stated in Appendix B of This Contract.
- B. When the Subscriber completes the DDAZ approved enrollment form required by This Contract and the Employer Group sends the enrollment form with the required monthly premium payments to DDAZ.
- C. After the benefit waiting period, if applicable, has been satisfied. The benefit waiting periods are stated in Appendix A of This Contract.

ELIGIBLE DEPENDENTS:

Dependents are covered under this program:

On the date the Subscriber's coverage is effective; or

- A. After an open enrollment period allowing employees to make coverage changes. Coverage is effective on the first of the month of the new Contract Year following open enrollment.
- B. On the date the dependent is acquired, meaning:
 - 1. The birth, adoption, placement for foster care, placement for adoption with the Subscriber and for whom the application and approval procedures for adoption have been completed;
 - 2. A marriage that results in the spouse and step-children being added to coverage; and
 - 3. Persons required to be covered by court order.
- C. After the benefit waiting period, if applicable, has been satisfied.

RETIRED EMPLOYEES:

Retired employees must enroll for coverage on DDAZ approved enrollment forms. The effective date of coverage for an eligible retired employee is the later of:

- A. The date retired employees are eligible for coverage under This Contract;
- B. The date of retirement for employees who retire after that date;
- C. If DDAZ receives the enrollment forms more than thirty (31) days after the Retired employee's eligibility date, DDAZ may require evidence of insurability. If accepted, the effective date of coverage will be the date DDAZ specifies. Based on evidence of insurability, the retiree may be required to satisfy a six (6) month waiting period before coverage begins.

ADDITIONAL INFORMATION ON COVERAGE AND EFFECTIVE DATES FOR ENROLLMENT:

Eligible employees have thirty-one (31) days after becoming eligible to enroll for coverage. Employees who do not enroll when first eligible, or during the open enrollment period, may join only if they incur a change in family status which affects eligibility for dental coverage. DDAZ will not require evidence of insurability for enrollment.

If an employee does not enroll his/her dependents when they are first eligible and later acquires a dependent as a result of marriage, birth, placement for foster care, adoption or placement for adoption, the dependent(s) may enroll for coverage at that time

- If a Subscriber acquires a dependent due to marriage, the effective date of coverage of the eligible dependent(s) will be the first of the month following the event as long as DDAZ receives the enrollment form. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and the Employer Group must send it to DDAZ within forty-five (45) days from the date of marriage. If there is a change in premium, it will be included in the next billing date after the change, adjusted back to the effective month of the change.
- If a Subscriber acquires a dependent as a result of birth, placement for foster care, adoption, or placement for adoption, the effective date of coverage for the newly acquired dependent and any other eligible dependent(s), will be the date of the event. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and The Employer Group must send it to DDAZ within forty-five (45) days from the date of event. If there is a change in premium, it will be included in the next billing date after the change, adjusted back to the effective month of the change.

An approved enrollment form must be submitted to add newborn or any adopted children, even if no additional premium is required. DDAZ's claim payment system tracks deductibles, maximums, and benefit information individually for each Covered Person. The name and other pertinent information, as included on the enrollment form, are required to process claims. Therefore, although it is not required that an enrollment form be completed for anyone under age three (3), it is prudent to address this as soon as possible. The claims payment may be delayed and/or possibly denied if DDAZ does not have the data on this dependent in the claims paying system and if premium has not been paid for this dependent.

- If a court orders that coverage be provided by a Subscriber, the effective date of coverage for this covered person will be the first billing date after DDAZ receives the approved enrollment form. The Subscriber must complete and sign the DDAZ enrollment form within thirty-one (31) days and send it to DDAZ within forty-five (45) days after the court order is issued. However, the effective date of coverage may be different if required by court order or applicable law.

OPEN ENROLLMENT:

An eligible employee may enroll for coverage for the eligible employee and any eligible dependents during any annual Open Enrollment period. The effective date of coverage will be the renewal date immediately following that open enrollment period, as long as the DDAZ approved enrollment form is completed, signed, and returned within thirty one (31) days. The approved enrollment form must be received by DDAZ within forty-five (45) days of the beginning date of that Open Enrollment period.

REMOVING DEPENDENTS AND OTHER ELIGIBILITY CHANGES:

If a Subscriber elects to change from family coverage to single coverage, drop a dependent from family coverage, or voluntarily withdraw from coverage during an open enrollment period, the Employer Group will provide notice of such change to DDAZ. All changes must be on a DDAZ approved enrollment form. The minimum participation as stated in This Contract must continue to be met during each renewal period.

The change will be effective on the last day of the billing month in which the election is made, as long as the Employer Group provides timely notice.

TERMINATION OF COVERAGE:

LOSS OF ELIGIBILITY:

Coverage for the Subscriber and Covered Dependents will terminate on the last day of the month, or as designated by the Employer Group and stated in Appendix B of This Contract.

The Subscriber's eligibility ceases upon:

- A. Termination of employment;
- B. Loss of full time active status, other than during a leave of absence;
- C. Failure to return to active full-time employment at the end of a leave of absence; and
- D. Failure to satisfy any eligibility requirements stated in This Contract in Appendix B;
- E. The date of death of the eligible Subscriber; *or*
- F. Termination of This Contract.

Covered Dependents' eligibility ceases upon:

- A. Termination of the employee's employment;
- B. The date the Employee no longer meets the eligibility criteria under This Contract;
- C. The dependent spouse is no longer an eligible dependent as a result of a divorce decree;
- D. The date a self-sustaining, employable, dependent child between the ages of nineteen (19) and the limiting age is no longer a full-time student;
- E. The date a dependent child under the limiting age is no longer engaged in full-time humanitarian services (if included as an eligible dependent as stated in Appendix B of This Contract);
- F. The date of a dependent child's marriage;
- G. The date of the employee's death;
- H. The date This Contract terminates.

LEAVE OF ABSENCE:

The Employer Group may continue coverage for Subscribers for a maximum period as designated by the Employer Group when an employee is on an authorized leave of absence. The Employer Group must continue to pay premiums during a leave of absence. The Employer Group may require that an employee enroll in COBRA coverage for the duration of the leave of absence.

OTHER CIRCUMSTANCES AND CONDITIONS:

- A. Termination of any Covered Person under This Contract will become effective the last day of the month that the Employer Group does not pay DDAZ the required monthly premium for that covered person.
 - B. Coverage for a Subscriber may be terminated following sixty (60) days notice from DDAZ for misrepresentation or fraud in the Subscriber's use of services or benefits. DDAZ may also terminate coverage for a Subscriber for disruptive, unruly, or abusive behavior (not related to the use of dental services).
 - C. If an Employer Group does not provide timely notice of the termination of a Subscriber and/or dependents, DDAZ may terminate coverage as follows:
 - 1. The last day of the billing month/day in which the Subscriber is no longer eligible for coverage; or
 - 2. A date which is not more than sixty (60) days prior to DDAZ's actual receipt of the written notice.
- The Employer Group is liable for the payment of premium through the date of termination elected by DDAZ.

COVERAGE AFTER TERMINATION:

Benefits will not be paid for services provided after your coverage ends, including pre-determined services, except for multiple appointment procedures with a date of service before the termination of coverage which were completed within thirty (30) days from the date your coverage ended. Such benefits will be subject to all conditions specified in This Contract.

COBRA:

Under Federal law it is the Employer Group's responsibility, as Plan Administrator, to inform employees and dependents of the availability, terms, and conditions of continuation coverage available under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). COBRA requires most employers who have twenty or more employees and sponsor Employer Group health benefits to offer employees and their covered dependents the opportunity for a temporary extension of Employer Group health coverage at Employer Group rates in certain instances where coverage under the plan would otherwise end. Employer Group health coverage can include dental coverage depending on whether dental is considered a "core" benefit as defined in the COBRA regulations. This coverage is known as Continuation Coverage. It is the Employer Group's responsibility to inform the employee of their rights under COBRA and to inform DDAZ of those Subscribers and/or Covered Dependents who satisfy the criteria to continue dental coverage under this regulation.

CONVERSION COVERAGE:

Subscribers eligible for conversion coverage:

A Subscriber may enroll in conversion coverage upon loss of employment or a change in benefits eligible status after COBRA coverage ends as long as the Employer Group Dental Contract with DDAZ is still in force. If the Subscriber is not eligible for COBRA coverage due to the size or type of the Employer Group, conversion coverage will apply upon termination of employment or loss of coverage due to a change in benefits eligible status.

A Covered Dependent may enroll in conversion coverage upon the death of a Subscriber, divorce, or termination of employment of the Subscriber. Conversion coverage will also apply to dependents upon loss of coverage due to marriage, reaching the limiting age, no longer being a full-time student, or no longer being engaged in full-time humanitarian services. The conversion coverage may include covered dependent children for whom the spouse has responsibility for care and/or support.

DDAZ requires a DDAZ approved enrollment form and the first premium payment within thirty-one (31) days for the conversion contract to become effective. The effective date of the conversion contract will be the day following termination of active group coverage or if applicable, the day after COBRA Continuation coverage ceases provided that This Contract continues to be in force. There will be no evidence of insurability requirement.

Subscribers not eligible for conversion coverage:

This conversion coverage is not available to a person covered by other dental benefits, which together with this conversion coverage would constitute duplicate insurance. This coverage also does not apply if the Employer Group terminates This Contract.

RESPONSIBILITIES OF THE PARTIES:

RESPONSIBILITIES OF THE EMPLOYER GROUP:

ADMINISTRATION:

- A. Provide DDAZ with all the information required to confirm a Subscriber's eligibility for coverage or termination of coverage.
- B. Provide DDAZ with notice of any changes of name, address, or marital status of Subscribers.
- C. Provide DDAZ with written notice of any changes, other than termination, in a Subscriber's coverage status within thirty-one (31) days after such changes using DDAZ approved forms.
- D. Provide DDAZ with written notice of a Subscriber's termination of coverage to DDAZ as soon as possible, but not more than sixty (60) days after coverage terminates.
- E. Notify Subscribers of the conversion coverage available in the Dental Plan outlined in the Dental Benefits Booklets and This Contract if applicable.
- F. Notify the Subscribers when This Contract terminates that their coverage has ended, however, coverage will terminate, even if, such notice is not given by the Employer Group.
- G. Distribute all notices, from DDAZ to Subscribers and comply with federal and state disclosure laws. Notice given to the Employer Group is considered to be notice to the Subscriber. Notice given to Employer Group is considered to be notice to all subsidiaries and sublocations of This Contract.
- H. Provide COBRA administrative services as described in the Dental benefits booklet and This Contract.
- I. The Employer Group agrees to indemnify DDAZ against any penalties resulting from the Group's failure to deliver notices as required by law.

PREMIUM PAYMENT PROVISIONS;

- A. This Contract will not become effective until DDAZ has received the payment of the initial monthly premium.
- B. The Employer Group determines the amount, if any, of each member's contribution toward the cost of insurance.
- C. The Employer Group will provide DDAZ with a copy of the State Unemployment Tax and Wage Report upon request to verify participation requirements assumed in developing premium rates.
- D. The premium due on each premium due date is the sum of the premiums for all insured persons. Premium rates are stated in Appendix B of This Contract.
- E. The Employer Group will pay the net amount listed on the monthly billing provided by DDAZ. The Employer Group will report employee terminations on the monthly billing or by submitting a copy of a payroll transmittal indicating the additions, terminations, and changes from the previous month's billing. The DDAZ approved enrollment form must be submitted for each individual being added or making a change regardless of the mechanism (billed or transmittal) used to report eligibility changes.
- F. The Employer Group's records will be available for review by DDAZ with reasonable notice to confirm the accuracy of the payments made, or data provided.
- G. DDAZ may give the Employer Group up to a maximum of sixty (60) days credit (from last billing issued) for retroactive deletions unless claims were paid for the retroactive terminated Subscribers.
- H. The Employer Group must pay premiums for any months in which claims were incurred by any of the Subscribers that the Employer Group is retroactively terminating.

- I. Subsequent premiums are due on the first of the month for coverage during that month.
- J. If a premium is not paid on or before its premium due date, it may be paid during the following grace period. The length of the grace period is stated in Appendix B. This Contract will remain in force during the grace period.
- K. If the Employer Group fails to pay the premiums due within the grace period, DDAZ may terminate the Contract; effective on the date the premium first became due. In that case, the Employer Group is liable to DDAZ for covered services rendered to Subscribers during the grace period.
- L. The Employer Group is liable for the cost of benefits for covered services provided to a Subscriber following the termination of his or her coverage under This Contract if the Employer Group fails to provide notice to DDAZ of the termination as required in This Contract. The Employer Group's liability under this paragraph will be limited to those benefits that are paid by DDAZ on or before the date DDAZ actually receives written notice of the termination. The Employer Group will reimburse DDAZ for such benefits within thirty-one (31) days following DDAZ's request for reimbursement.
- M. Within sixty (60) days after the termination, if the Employer Group pays an amount equal to the premium due, it can avoid its liability for covered services rendered to Subscribers during the grace period. The Employer Group is responsible for all costs for covered services rendered to Subscribers after the expiration of the grace period. This provision does not operate to reinstate the contract.
- N. If This Contract is canceled due to non-payment of premium, DDAZ shall not be liable for payment of claims incurred after the date of termination. This Contract will not be eligible for reinstatement and DDAZ will not issue a new contract for a minimum of twelve (12) months following the date of cancellation.

RESPONSIBILITIES OF DDAZ:

PREMIUM RATES:

General Information;

Premium rates are comprised of various components and cost factors (e.g. premium tax) and are calculated based on current law. If federal or state law impacting premium rates is implemented or amended during the term of This Contract, DDAZ may adjust (retroactively or prospectively) the premiums in effect accordingly. DDAZ reserves the right to recover from the Employer Group any premium tax deficiencies assessed against DDAZ with respect to the Employer Group's coverage under This Contract, whether such deficiencies are assessed during the term of the Contract or following its termination.

Another important component in the development of rates is the Employer Group contribution and the percentage of participation. The Employer Group specific information is in Appendix B of This Contract.

The monthly amount due to DDAZ is based on the total insured enrollment for that month. The number of insured employees and dependents is multiplied by the appropriate premium rate for the funding mechanism used. (Appendix C includes the Funding Agreement).

DDAZ guarantees initial premium rates for twelve (12) months from the effective date of This Contract unless otherwise stated in Appendix B of This Contract.

Changes in Premium Rates;

DDAZ may change premium rates when:

- A. A change or clarification in law or governmental regulation affects the amount payable under This Contract. Any such change in premium rates will reflect only the change in DDAZ's obligations;
- B. The number of Subscribers changes by ten percent (10%) or more;
- C. DDAZ and the Employer Group mutually agree to change the premium rates as a result of changes to This Contract; or
- D. Except as provided above, premium rates will not be changed during the initial rate guarantee period stated in Appendix B of This Contract. Thereafter, except as provided above, DDAZ may change premium rates after the

required number of days advance written notice to the Employer Group as stated in Appendix B of This Contract. Any such change in premium rates may be made effective on any premium due date, but no such change will be made more than once in any Contract Year. This Contract will be amended to reflect these changes. For purposes of this paragraph, notice to the broker/agent/consultant designated by the Employer Group constitutes notice to the Employer Group.

Contract Renewal;

If DDAZ requires a change to the premiums upon renewal, DDAZ will provide the renewal rates with either forty-five (45) days notice before the effective date of rate change or with the minimum Employer Group notification as stated in Appendix B of This Contract.

DDAZ will notify the Employer Group of renewal changes in the premium. DDAZ will not change the premium until the next contract year. For purposes of this paragraph, notice to the broker/agent/consultant designated by the Employer Group constitutes notice to the Employer Group.

If information used to determine the premium rates varies by more than ten percent (10%), DDAZ may give a minimum of forty-five (45) days written notice (or the Employer Group requested notice) of termination of This Contract, increase in premium rates, reduction in coverage, or a combination of these options.

CONTRACT AMENDMENTS:

Unless otherwise specified in This Contract or affected by applicable law, DDAZ reserves the rights to amend or modify This Contract in writing with at least forty-five (45) days notice to the Employer Group. Any deviations from this time frame for notice to the Employer Group will be included in Appendix B of This Contract. Only an authorized officer of DDAZ may amend or modify This Contract or waive any of its provisions, and all amendments must be in writing. If laws or regulations affecting This Contract are changed, This Contract will be considered modified to the extent required to remain in compliance with federal and state law.

CONTRACT TERMINATION:

The Employer Group may terminate This Contract by giving DDAZ written notice. The effective date of termination will be the later of:

- A. The date stated in the notice; or
- B. The date we receive the notice.

DDAZ may terminate This Contract as follows:

- A. On any premium due date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage stated in Appendix B of This Contract and, as such, has created an adverse risk.
- B. On any premium due date if DDAZ determines that the Employer Group has failed to promptly furnish any necessary information requested by DDAZ, or has failed to perform any other obligations relating to This Contract.
- C. At the end of the Contract Year for any reasons.

DDAZ or the Employer Group may cancel This Contract by providing at least forty-five (45) days notice to the other or the minimum advance notice requested by the Employer Group stated in Appendix B of This Contract for rate changes and renewals. The Employer Group may terminate This Contract for any reason with at least (45) days notice to DDAZ or the minimum advance notice as required by the Employer Group as stated in Appendix B.

EMPLOYER GROUP ON HOLD:

DDAZ reserves the right to put an Employer Group on a "hold" status until a resolution is reached for the following reasons:

- A. Non-Payment of Premium;
- B. Unsigned contract and/or amendments; or
- C. Non Compliance with Provisions of This Contract.

This status will result in a denial of any claims submitted for the Employer group during this period and resubmission will be required for those claims when the above issues are resolved.

ENROLLMENT/PLAN ADMINISTRATION MATERIALS:

DDAZ will provide the following to the Employer Group:

Dental Benefits Booklets;

DDAZ will issue Dental Benefits Booklets to the Employer Group. These booklets show the coverage under This Contract. The Employer Group will distribute a Dental Benefits Booklet to each insured Subscriber. Dental Benefits Booklets will be mailed to Subscriber's homes only upon employer request.

The Employer Group will issue the Dental Benefits Booklets to all eligible Employees. Material generated by the Employer Group concerning This Contract must be approved by DDAZ before printing and distribution to eligible employees and/or covered subscribers.

An Appeals Packet (if applicable based on funding arrangement noted in Appendix C);

DDAZ provides an Appeals Packet as part of This Entire Contract. The Appeals Packet is provided to the Subscriber's and Covered Dependents when first enrolled and within five (5) business days after DDAZ receives a request for an appeal. At each renewal, a separate statement is sent to the Subscribers reminding them that they may request another copy of the Appeals Packet. This Appeals Packet will also be sent to any Subscriber or treating provider at any time upon request.

DDAZ Identification Cards;

DDAZ will provide Subscriber identification cards. These will be located in the Dental Benefits Booklet.

Reports;

Unless otherwise noted in Appendix B of This Contract, DDAZ will provide Standard Reports. These reports have been included in the rating and are listed in Appendix B. DDAZ reserves the right to request a fee from the Employer Group for any additional specialized reports not listed in Appendix B and not included in the premium rates.

CLAIMS PAYMENT PROVISIONS

NETWORK PROVISIONS:

Participating Dentist;

On the date of service, if the dentist is a participating dentist (a dentist who has signed an agreement with Delta Dental):

- A. The dental office will complete the claim forms and submit to DDAZ for payment, pre-determination or coordination of benefits.
- B. The Subscriber is required to pay only the co-insurance (if any) and/or deductible (if any) for covered benefits.
- C. Participating Dentist reimbursement:
 - Payment to a dentist participating in the Delta Dental PPO network will not exceed the Table of Allowance for the state in which services are rendered.
 - Payment to a dentist exclusively participating in the Delta Dental Premier network (not a Delta Dental PPO participating Dentist) will not exceed the Maximum Reimbursable Amount for the state in which services are rendered.

Non-Participating Dentist;

Within the United States;

On the date of service, if the dentist is a non-participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A. The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B. The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned
- C. The payment for the treatment will be based on the lesser of the billed charges or the Non-Participating Dentist Table of Allowance for the state in which services are rendered. You will be required to pay the difference between any amount billed by the dentist and that states Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist.

Non-Participating Dentist;

Outside the United States;

On the date of service, if the dentist is a non-participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A. The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B. The claim form must include the billed charges in that country's currency and a conversion fee into United States dollars.
- C. The Subscriber will be responsible for the submission of a copy of that dentist's license to practice dentistry in the county services were rendered.
- D. The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned.
- E. The payment for the treatment will be based on the lesser of the billed charges or DDAZ's Foreign Non-Participating Dentist Table of Allowance. You will be required to pay the difference between any amount billed by the dentist and DDAZ's Foreign Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist or Non-Participating Dentist within the United States.

NON ASSIGNABILITY OF BENEFITS:

The benefits of This Contract are not assignable. A Subscriber may not assign or transfer the rights to receive any portion of the benefits to any person or entity. If DDAZ makes a payment that is inaccurate or makes an overpayment to the Subscriber, DDAZ is entitled to reimbursement from the Subscriber or may offset the amount owed against a future claim. Inaccurate payments are not a waiver of any future rights of DDAZ to deny payment for non covered benefits.

PROVISIONS REQUIRED BY LAW:

Before approving a claim, DDAZ will be entitled to receive, as the law allows, any information from any examining dentist who is providing dental services to that Covered Person and any records of treatment provided to a Covered Person, as may be required to administer the claim. DDAZ will in every case hold such information and records confidential. DDAZ takes confidentiality very seriously and has various processes in place to ensure that sensitive or confidential information is safeguarded and that the release of such information is made only to facilitate coverage and in accordance with state and federal laws.

DDAZ will not release information to spouses, relatives, attorneys, or others purporting to be the Subscriber's representative without the Subscriber's written consent. If the Subscriber wishes to authorize someone to have access to information, he/she may send a written request or call DDAZ's Customer Service Department to request an Authorization to Disclose Information Form. Once DDAZ receives the form, it will release information to the person that the Subscriber has designated. DDAZ may also limit release of information to the parents of dependent children who have reached the age of majority and are not subject to guardianship or conservatorship, even when such children are covered under the parent's Contract.

When the Subscriber is not a custodial parent of a child who is covered because of a court administrative order to provide health benefits (including dental) to that child DDAZ will provide benefit information to the custodial parent, permit the custodial parent to submit claims for the child and make payments directly to the custodial parent, provider, or state agency as applicable. Under Arizona law, both parents have equal rights of access to information about their children, unless there is a court order denying such access. Absent a copy of such order and subject to the confidentiality provisions described above, DDAZ provides equal parental access to information. Whether issues relate to a court or administrative order concerning coverage or simply access to information, DDAZ is not a party to domestic disputes. Such matters must be resolved between parents of the dependent child.

FILING A CLAIM:

Claims should be filed on DDAZ forms. If DDAZ does not provide the requested forms within fifteen (15) days after the request is made, the claim may be submitted in a letter which provides written proof of the claim covering the occurrence, the character, and the extent of the loss. The requirements for proof of loss will be considered satisfied if DDAZ receives the DDAZ forms or a written statement as outlined above within the time frame as stated in the following paragraph. Proof of loss: A sworn statement that usually must be furnished by the insured to an insurer before any loss under a policy may be paid. This form is usually used in the settlement of first-party losses and includes the date and description of the occurrence and the amount of loss. A claim is a demand by an insured or another party for indemnification of a loss under an insurance contract or bond; sometimes, the actual or estimated amount of a loss.

TIME LIMITS ON FILING PROOF OF LOSS:

Proof of Loss must be provided within ninety (90) days after the termination of care for which benefits are payable. If that is not possible, it must be provided as soon as is reasonably possible, but, not later than one year after the date of service. If the Proof of Loss is filed outside these limits, the claim will be denied. These limits will not apply should the Subscriber lack legal capacity.

PROOF OF LOSS:

Proof of Loss means written proof that the Covered Person has incurred Dental Expenses for which Dental Benefits are payable. Proof of Loss must be provided at the Subscriber's expense. No dental benefit will be paid until proof of loss is satisfied.

DOCUMENTATION OF PROOF OF LOSS:

At the Subscriber's expense, it is necessary to submit completed claim statements, with the Subscriber's or Covered Person's signed authorization for DDAZ to obtain information, and any other items we may reasonably require in support of the claim. This information may be obtained from any provider or insurance company. DDAZ reserves the right to reject or suspend a claim based on lack of dental information or records.

INVESTIGATION OF CLAIMS:

DDAZ may investigate your claims at any time. At DDAZ's expense, we may have a dental professional of our choice examine the Covered Person and/or review X-rays. DDAZ may deny or suspend payment of Dental Benefits if the Covered Person or the Dentist providing care fails to cooperate with a review or examination by the Dental Professional that DDAZ selects.

PAYMENT OF DENTAL BENEFITS:

DDAZ will pay all dental benefits directly to the DDAZ Participating Dentists and to the Subscriber if his/her Dentist is a DDAZ Non Participating Dentist immediately after proof of loss is established. DDAZ does not require that a specific Dentist provide any covered services. See the Network Provisions Section of This Contract for a complete description of how benefits are paid for Participating and Non Participating Dentists.

NOTICE OF DECISION ON CLAIM:

If additional information is needed and, therefore, DDAZ is unable to pay the claim, the Subscriber will receive a notice of our receipt of the claim within fifteen (15) days after DDAZ receives the claim. If DDAZ denies your claim or procedure, or reduces your payment, in whole or in part, including those due to eligibility to participate or utilization review, you will receive an Explanation of Benefits (EOB) describing your liability for services received. If you have no liability and part of your claim is denied, you will not receive an EOB. If DDAZ denies your claim, the specific reason for your denial is shown on your explanation of Benefits (EOB). If additional information is required to process your claim, the EOB will show the information that DDAZ needs to finish processing your claim. The plan provisions that are relied upon for processing are included in your benefit booklet. If the Subscriber does not receive DDAZ's decision within thirty (30) days after DDAZ receives information required to process the claim, the Subscriber will have an immediate right to request a review as if the claim had been denied.

If DDAZ denies any part of the claim, the Subscriber will receive a written notice of denial containing:

- A. The reasons for the decision;
- B. A description of any additional information needed to support the claim; and
- C. Information concerning the Subscriber's right to appeal the decision if applicable.

TIME LIMITS ON LEGAL ACTIONS:

No action at law or in equity may be brought until sixty (60) days after you have given us Proof of Loss. No such action may be brought more than three years after the earlier of:

- A. The date we receive Proof of Loss; and
- B. The end of the period within which Proof of Loss must be provided.

CLAIMS APPEAL PROCESS

(If applicable based on funding arrangement noted in Appendix C):

The covered person or the treating provider can file an appeal. DDAZ provides a form to be used for an appeal in the Appeals Packet. The covered person or treating provider is not required to use the form; a letter with the same information is acceptable. If the covered person decides to appeal a decision to deny authorization or payment of a service, the covered person should tell the treating provider so the provider can help with the information needed to present the appeal.

The process for an appeal is described in detail in the Appeals Packet, a separate document, which is provided to the Subscriber when effective under This Contract along with the Dental Benefits Booklet. The Subscriber can request another copy of this Appeals Packet by calling DDAZ's Customer Service Department.

Description of the Appeals Process;

There are two types of appeals: an expedited appeal for urgent matters, and a standard appeal. Each type of appeal has three (3) levels. The appeals operate in a similar fashion, except that expedited appeals are processed much faster because of the patient's condition.

Expedited Appeals (for urgently needed services you have not yet received):

- Level 1: Expedited Medical Review
- Level 2: Expedited Appeal
- Level 3: Expedited External Independent Review

Standard Appeals (for non-urgent services or denied claims)

Level 1: Informal Reconsideration¹

Level 2: Formal Appeal

Level 3: External Independent Medical Review

DDAZ makes the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from our company, makes Level 3 decisions. The Subscriber is not responsible to pay the costs of the external review if appealing to Level 3.

¹ DDAZ does not provide informal reconsideration of a denied claim; our appeals process begins at the formal appeal level

The information in the Appeals Packet, which is a part of This Entire Contract, gives the details about the Subscriber's rights and responsibilities during the appeals process. These will include the procedures DDAZ and the Subscriber must follow when participating in the appeals process, the time period applicable at each level of appeal, whether a request for an appeal must be in writing, and notices the Subscriber will receive from DDAZ regarding the appeal.

GENERAL PROVISIONS:

DISCLOSURE OF INFORMATION:

DDAZ will comply with all federal and state laws regarding disclosure of information by dental plan Insurers.

RIGHT OF RECOVERY:

DDAZ will recover any payment made that is more than the obligation determined by **the terms and conditions of the Employer Group Dental Contract** and the rules of the Coordination of Benefits provision. DDAZ's right of recovery under this provision is in addition to any rights as DDAZ has under common law.

NO LOSS/NO GAIN:

Subscribers who were covered by the Employer Group's prior indemnity dental plan up to the effective date of This Contract will be given credit toward the deductibles satisfied for the same Benefit Year. The employee or Employer Group must provide an explanation of benefits or a report from the prior plan indicating the amount of the deductible that has already been met. This data will be used to determine the amount of credit given. DDAZ will also reduce the maximum amount for the Benefit Year by any amounts paid by the previous carrier based on data DDAZ receives from the dentist, an Explanation of Benefits, or the patient history from the DDAZ database.

APPLICABLE LAW:

This Contract is governed by the State of Arizona and applicable to federal law.

ALLOCATION OF AUTHORITY:

Each person signing This Contract certifies that he/she has the appropriate corporate authority to bind the respective party. Except for those functions that This Contract specifically reserves to the Employer Group, DDAZ has full and exclusive authority to control and manage This Contract, to administer claims, and to interpret This Contract and to resolve all questions arising in the administration, interpretation, and application of This Contract.

DDAZ'S RELATIONSHIP TO THE DELTA DENTAL PLAN ASSOCIATION:

The Employer Group, on behalf of itself and the Subscribers, expressly acknowledges its understanding that This Contract constitutes a contract solely between the Employer Group and DDAZ. DDAZ is an independent corporation who operates under a license from the Delta Dental Plan Association (DDPA), an association of independent Delta Dental Plans. DDPA permits DDAZ to use the Delta Dental Service Marks in the State of Arizona and DDAZ is not contracting as an agent of the association. The Employer Group acknowledges and agrees that it has not entered into the contract based upon representations by any person other than DDAZ. The Employer Group also agrees that no person, entity, or organization other than DDAZ will be held accountable or liable to the

Employer Group for any of the DDAZ obligations to the Employer Group or to the Subscribers created under This Contract. This paragraph will not create any additional obligations whatsoever on the part of DDAZ other than those obligations created under the provisions of This Contract.

CONFIDENTIALITY:

The Employer Group will maintain the confidentiality of all proprietary information relating to DDAZ acquired during the term of This Contract. Such information may not be disclosed or otherwise made available to anyone not a party to This Contract without DDAZ's prior written consent and it may not be used to the detriment of DDAZ. The obligations of this paragraph pertain to the Employer Group and its agents and will survive termination of This Contract.

COORDINATION OF BENEFITS:

If any services covered under This Contract are also provided under any other Employer Group dental coverage, DDAZ will pay no more than the total cost of such dental services than is required by the Subscriber's Dental Benefits Booklet. This practice is consistent with state and/or federal law and industry standards (including the National Association of Insurance Commissioners Employer Group Coordination of Benefits Model Regulation). Upon request, the Employer Group will assist DDAZ in obtaining information necessary to coordinate and avoid duplication of benefits. The Dental Benefits Booklet that is a part of This Entire Contract contains a detailed description of the coordination of benefits provisions and order of payment.

ERISA/COBRA:

The contract is not a "plan document" for purposes of the Employee Retirement Income Security Act of 1975 (ERISA). The Employer Group will be the "Plan Administrator", if applicable, for the purposes of COBRA and ERISA (or comparable provisions of other state or federal law).

ERRORS:

The Employer Group is liable for intentionally providing misleading, false, or inaccurate statements and for intentionally failing to provide adequate, accurate, and timely information to DDAZ under This Contract. DDAZ reserves the right to exercise all remedies available under law or equity, including the right to immediately terminate or rescind This Contract. If This Contract is rescinded, DDAZ reserves the right to recover from the Employer Group any amounts paid on behalf of the Employer Group and/or Subscribers.

To the extent permitted, by applicable law, Subscribers are individually liable for intentionally misleading, false, or inaccurate statements or omissions of information they are individually obligated to provide to the Employer Group and/or DDAZ. DDAZ reserves the right to rescind the Subscriber's coverage in the event of a fraudulent or otherwise intentional material misrepresentation, in which case DDAZ also reserves the right to recover any amounts paid on behalf of the Subscriber. The Employer Group remains liable if the Subscriber provides the information to the Employer Group and the Employer Group intentionally fails to timely provide it to DDAZ.

Unintentional clerical errors, omissions or delays in providing dates or relevant information do not invalidate coverage that otherwise would have been in force. Unintentional errors, omissions, or delays do not allow a Subscriber to have coverage he or she would not have been entitled to, or to continue coverage that otherwise would have been terminated. Upon discovery of such errors, omissions or delay, an equitable adjustment of charges and benefits will be made, and DDAZ reserves the right to recover for overpayments made as a result of such errors, omissions, or delays.

NOTICE:

All notices and other communications to each Party (to DDAZ from the Employer Group or to the Employer Group from DDAZ), must be in writing, served or delivered by the U.S. mail or hand-delivered to the address listed on the signature page. The Party may change the address of record by notifying the other party of the new address. Notice to the Broker/Agent/Consultant designated by the Employer Group will constitute notice to the Employer Group. Notice will be complete upon the earlier of actual receipt or five (5) days after being deposited into the U.S. Mail.

Notices and other communications in writing need not be mailed either by registered or certified mail, although a signed return receipt received through the U.S. Post Office will be conclusive of proof as between the Parties of delivery of any notice or communication and of the date of such delivery.

SEVERABILITY:

During the term of This Contract, if any provisions of This Contract, including the Appendices, the Dental Benefits Booklet, Appeals Packet (if applicable) and Master Application are determined by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be null and void. This Contract will be construed and enforced as if the provision had never been a part of it; the remaining provisions of This Entire Contract will remain in full force and effect.

IMMIGRATION LAW COMPLIANCE: DDAZ warrants, to the extent applicable under A.R.S. 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. 23-214(A) which requires registration and participation with the E-Verify Program – the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

FOREIGN PROHIBITIONS: DDAZ certifies under A.R.S. 35-391 ct. Seq , and 35-393 et seq., that it does not have “scrutinized” business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

**APPENDIX A
DELTA DENTAL PREMIER**

**DELTA DENTAL OF ARIZONA
Employer Group Dental Contract**

GROUP NAME: City of Glendale

GROUP NUMBER: 4211

SUMMARY OF BENEFITS

BENEFIT YEAR: January 1 - December 31

Benefit Year means the annual period specified in the Employer Group Dental Contract for calculation of benefits, co-payment, and deductibles under This Contract.

CONTRACT YEAR: July 1 – June30

This is the twelve (12) month period for which these Contract benefits apply.

DEDUCTIBLE: \$50.00 per Person; \$150.00 per Family

If your Benefit Year deductible is not met, any amounts applied to the deductible for services provided in the last three months of the Benefit Year will be carried over and applied to the next year's Benefit Year deductible.

CALENDAR YEAR BENEFIT MAXIMUM: \$1,500.00 per subscriber, per Benefit Year

REFER TO THE DENTAL BENEFITS BOOKLET DESCRIPTION OF SERVICES FOR A MORE DETAILED DESCRIPTION INCLUDING LIMITATIONS AND EXCLUSIONS. BENEFITS SUBJECT TO ALL PROVISIONS, TERMS, & CONDITIONS OF THE EMPLOYER GROUP DENTAL CONTRACT.

ROUTINE SERVICES (Deductible does not apply to these services) 100%

Diagnostic

- Exams, evaluations, or consultations (Twice in a Benefit Year).
- X-rays: Full Mouth/Panorex, or vertical bitewings (Once in a three (3) year period) Bitewing (Twice in a Benefit Year).

Preventive

- Topical Application of Fluoride (children to the age of eighteen (18) - twice in a benefit year).
- Routine Cleanings (limited to twice in a benefit year), or one (1) difficult cleaning may be exchanged for one (1) routine cleaning, however, the difficult cleaning is limited to not more than once in a five (5) year period.
- Space Maintainers (For missing posterior primary (baby) teeth) up to age fourteen (14).

BASIC SERVICES (Deductible does apply to these services) 80%

Restorative

- Fillings consisting of silver amalgam; and in the case of front teeth only, composite tooth color fillings – (Once per tooth surface in a two (2) year period).
- Sealants for children (Once in a three (3) year period for permanent molars & bicuspids up to age nineteen (19)).
- Stainless Steel Crowns (For primary (baby) teeth only).

Oral Surgery

Extractions and Surgical Procedures including pre and post treatment care, except when subject to the Limitations and Exclusions described within the Dental Benefits Booklet.

- General Anesthesia and Intravenous Sedation/Analgesia - As stated in the Covered Dental Services section of this benefit booklet.

Periodontics

- Treatment of Gum Disease (Non-surgical-once every two (2) years/Surgical once every three (3) years).

Endodontics

- Additional endodontic procedures, such as retreatment, (limited to once in a three (3) year period).
- Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth) once per tooth per lifetime.

Emergency (Palliative Treatment)

- Emergency treatment for the relief of pain.

MAJOR SERVICES: (Deductible does apply to these services)

50%

Six (6) month waiting period for new employees

Restorative

- Cast Crowns - Onlays (five (5) year waiting period for replacement last performed).

Prosthodontics

- Bridges -Does not provide for lost, misplaced, or stolen bridges or dentures. (five (5) year waiting period for replacement last performed).
- Complete Dentures - Does not provide for lost, misplaced, or stolen bridges or dentures. (five (5) year waiting period for replacement last performed).
- Implants are only a benefit to replace a single missing tooth, bounded by teeth on each side. Limited to \$1,000.00 per tooth, per lifetime and is applied to the patient's benefit year maximum.
- Partial Dentures - Does not provide for lost, misplaced, or stolen bridges or dentures. (five (5) year waiting period for replacement last performed).

Bridge and Denture Repair

- Repair of such appliances to their original condition including relining of dentures.

ORTHODONTIC SERVICES – For Adults and Children

50%

Six (6) month waiting period for new employees

The program will pay 50% of the Orthodontic Services for Adults and children. Benefits are limited to a maximum of \$1,500.00 per lifetime of the patient payable in two (2) payments. An initial payment will be made after review of the plan of care for orthodontic services and upon either insertion of the appliance or upon initial banding. The initial banding date is considered the date of service for orthodontic services. The second payment will be made one year after the insertion or banding date if the patient has current eligibility. Payments will be discontinued if treatment ceases for any reason including discharge from treatment by the dentist for non-compliance.

Orthodontic benefits include metal brackets and do not include removable or fixed appliances therapy to control harmful habits or orthognathic surgery. When the subscriber chooses an alternative treatment, such as ceramic or sublingual brackets, the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. DDAZ will make payment based on the allowance for the less expensive procedure provided that the

less expensive procedure meets the accepted standards of dental treatment. DDAZ's decision does not commit the patient to the less expensive procedure. However, if the patient and the dentist choose the more expensive procedure, the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. Any treatment planned before the initial date of service to last more than 30 months is an alternative treatment for which the subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ.

**** Predetermination recommended for services over \$250**

APPENDIX B

Delta Dental of Arizona Employer Group Dental Contract

Summary of Contractual Components

Group Name: City of Glendale

Group Number: 4211

Benefit Year: January 1 through December 31

Minimum Contribution Amount EE 100% DEP 0%

Minimum Participation Requirement EE 100% of all eligible employees

All Eligible Employees Definition: Full-time employees working a minimum of twenty (20) hours per week and when employed in one of the following classes;

Eligibility waiting period

Class I Employees Hired on the 1st, 2nd or 3rd day of the month First of the month following date of hire.

Class II Employees hired on or after the 4th day of the month First of the month following 30 days of employment.

Class III Retirees First of the month following Date of Retirement.

Children to age 19 Maximum for full time student 25

Humanitarian Services A dependent child who is engaged in documented humanitarian services, such as the Peace Corps or a religious mission is covered with the same age limitations as students. Authorized proof of this status will be required. The Humanitarian Services must satisfy the following: 1) the organization must be exempt from Federal Income Tax and 2) contributions to the organization qualify for charitable deduction.

Termination of Coverage:

Coverage ends the day on which the Subscriber and/or dependent are no longer eligible

Premium Rates:

Rates for July 1, 2011– June 30, 2012 have been changed to: \$ 33.66 employee
\$100.10 employee & family

Rates for July 1, 2012– June 30, 2013 will be : \$ 34.67 employee
\$103.10 employee & family

Rates for July 1, 2013– June 30, 2014 will not exceed 4.5% of the previous year's rates.

Grace Period for the Payment of Premium

One hundred twenty days (120) days after premium is due.

Renewal Notification

Two hundred and forty days (240) days prior to renewal effective date

APPENDIX C
Delta Dental of Arizona
Employer Group Dental Contract
Funding Agreement

City of Glendale #4211

The Employer Group and DDAZ understand and agree that the funding mechanism for This Contract is as stated below.

Conventionally Fully Insured Risk Funding Agreement (Non Participating)

This Employer Group Dental Contract includes a Non Participating Conventionally Fully Insured Risk Funding Arrangement. In this type of funding contract, the Employer Group pays premium rates based on census data and /or prior experience, which are guaranteed for a stated period of time (usually twelve - (12) months). Rates are intended to cover the paid claims, incurred but not reported claims (IBNR or Claim Reserves) and administrative expenses as well as risk charges. DDAZ is completely at risk for losses that may occur. Any surplus is used to offset future losses for a Non Participating Contract. The Employer Group must maintain the minimum participation and contribution requirements as outlined in Appendix B of This Contract.

AMENDMENT #1 TO CONTRACT
DELTA DENTAL OF ARIZONA, GROUP #4211

Contract # 4211 dated July 1, 2011, between Delta Dental of Arizona and City of Glendale, is hereby amended, effective July 1, 2012, as follows:

The Administrative fees as noted in **Appendix B, Summary of Contractual Components**, are revised as follows:

Current fees are:	Employee Only	\$ 33.66
	Employee and Family	\$100.10

Administrative fees for the period of July 1, 2012 through June 30, 2013 will be:

	Employee Only	\$ 34.67
	Employee and Family	\$103.10

AUTHORIZED SIGNATURES

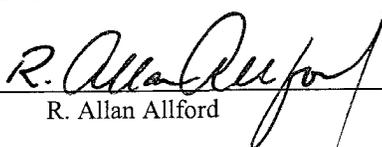
City of Glendale

By: 

Title: City Manager

Date: 5/19/14

Delta Dental of Arizona

By: 
R. Allan Allford

Title: President/CEO

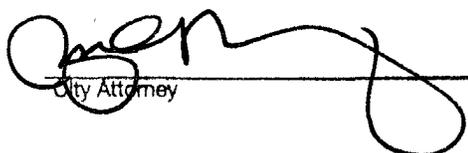
Date: April 4, 2012

ATTEST

City Clerk

Approved as to form

C0210


City Attorney

AMENDMENT #2 TO CONTRACT
DELTA DENTAL OF ARIZONA, GROUP #4211

Contract # 4211 dated July 1, 2011, between Delta Dental of Arizona and City of Glendale, is hereby amended, effective July 1, 2013, as follows:

The eligible dependent child age definition as noted in **Appendix B, Summary of Contractual Components**, is revised to read:

Dependent Age Limit: Children to age: 26

The Administrative fees as noted in **Appendix B, Summary of Contractual Components**, are revised as follows:

Current fees are:	Employee Only	\$ 34.67
	Employee and Family	\$103.10

Administrative fees for the period of July 1, 2013 through June 30, 2014 will be:

Employee Only	\$ 34.67
Employee and Family	\$103.10

AUTHORIZED SIGNATURES

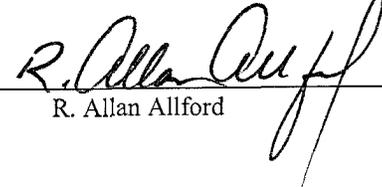
City of Glendale

By: 

Title: City Manager

Date: 5/19/14

Delta Dental of Arizona

By: 

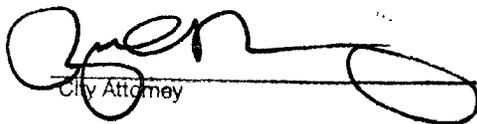
Title: President/CEO

Date: April 18, 2013

ATTEST:


City Clerk

C0210 Approved as to form


City Attorney