

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Delta Dental of Washington Dental Care Service Contract	
PREPARED BY:	DIRECTOR APPROVAL:
Teri Lester	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
1. Delta Dental contract.	
BUDGET CODE:	AMOUNT:
SUMMARY: With Marysville becoming self-insured for health benefits, the City needs to execute agreements with insurers and service providers. Delta Dental of Washington is a nonprofit corporation incorporated in Washington State. Delta Dental of Washington provides dental insurance plans for the City's employees. This benefit administration with Delta Dental of Washington was previously provided under the Association of Washington Cities (AWC) umbrella. The City now has a direct contract with Delta Dental of Washington requiring signature by the Mayor.	

RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to execute the agreement with Delta Dental of Washington.

Dental Care Service Contract
Declaration Page

Group Number(s)	09640 - 09641
Group Name	City of Marysville

Effective Date	12:01 a.m. Pacific Time January 1, 2020
Term	12 Months
Plan Type	Delta Dental PPO SM National Plan

Group identified above agrees to a Dental Care Service Contract with Delta Dental of Washington (“DDWA”), a nonprofit corporation incorporated in Washington State. This Contract is issued and delivered in the state of Washington and is governed by Washington State laws. It is subject to the terms listed on these Declaration Page, the general Terms and Conditions, the Certificate of Coverage, and any appendices and amendments, all of which are incorporated and made part this Contract.

Rates

The monthly Premium for each Enrolled Employee payable by Group under this Contract is:

09640	Employee Only (EMP)	\$	56.51
09640	Employee + One Dependent	\$	106.88
09640	Employee & 2 or More Dependents (E5D)	\$	167.08
09641	Employee Only (EMP)	\$	59.00
09641	Employee + One Dependent	\$	112.71
09641	Employee & 2 or More Dependents (E5D)	\$	207.48

Accepted By:

City of Marysville
1049 State Ave Ste 101
Marysville, WA 98270-4234

Accepted By:

Delta Dental of Washington
Post Office Box 75983
Seattle, WA 98175-0983

Signed: _____

Title:

Date: _____

Signed:  _____

Title:

Vice President
Underwriting and Actuarial

Date:

February 7, 2020

Definitions

Benefit Period Start	January 1	Benefit Period End	December 31
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Eligibility, Enrollment, and Termination

Eligibility - Employee	As defined by Group	Eligibility - Dependent	As defined by Group
Start Date Election	No	End Date Election	No
Probationary Period	First of the month following date of hire	Probationary Period Waiver	No
Retroactive Additions	90 Days	Retroactive Terminations	90 Days

Participation

Minimum Enrollment	100		
Participation % Employee	Voluntary	Participation % Dependent	Voluntary

Plan Selections

Incentive Type	Group		
Retention Percentage	Not Applicable		
Benefit Waiting Period	Not Applicable	Waiting Period Class	Not Applicable

Expenses

Runout Period	6 Months
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Group 09640 – City of Marysville

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	Not Covered	Temporomandibular Maximum	\$1,000 Annual \$5,000 Lifetime

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	No Deductible	Family Out-of-Network	No Deductible
Deductible Waived on	Not Applicable		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists Non-Participating Dentists	
	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Incentive Level				
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III	50%		50%	
Temporomandibular Joint	50%		50%	
Orthodontic	Not Covered		Not Covered	
Accidental Injury	100%		100%	

Group 09641 – City of Marysville Police

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	\$2,000 Lifetime	Temporomandibular Maximum	\$1,000 Annual \$5,000 Lifetime

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	No Deductible	Family Out-of-Network	No Deductible
Deductible Waived on	Not Applicable		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists Non-Participating Dentists	
	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Incentive Level				
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III	50%		50%	
Temporomandibular Joint	50%		50%	
Orthodontic	50%		50%	
Accidental Injury	100%		100%	

Deviations

All of the Terms and Conditions in this Contract apply, except if specifically modified in this Deviations section. Any modifications listed here supersede all referenced Articles in the standard Terms and Conditions section below.

By this reference, the following sections are deleted and replaced with the custom language.

Section #	Custom Language
5.4.3.a	During the first incentive period in which benefits under the Plan are utilized, DDWA shall pay the maximum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall remain at the maximum shown in the Declaration Page. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive when benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

Dental Care Service Contract Terms and Conditions

1. Definitions

- 1.1. **Benefit Period:** The time period that applies to the frequencies and limitations. The Benefit Period is shown on the Declaration Page.
- 1.2. **Certificate of Coverage:** The benefit booklet, which describes in summary form the essential features of the Plan coverage, and to or for whom the benefits hereunder are payable. The Certificate of Coverage is incorporated into this Contract by this reference as if it were fully written in this document.
- 1.3. **Contract:** This agreement between DDWA and Group, including the Declaration Page, The Certificate of Coverage and any and all appendices and amendments. This Contract constitutes the entire Contract between the parties and supersedes any prior agreement, understanding or negotiation between the parties.
- 1.4. **Covered Dental Benefit:** Dental services that are covered under this Contract, subject to the limitations and exclusions set forth in the Certificate of Coverage.
- 1.5. **DDWA:** Delta Dental of Washington, a nonprofit corporation incorporated in Washington State. DDWA is a member of the Delta Dental Plans Association.
- 1.6. **Declarations Page(s):** The front page(s) of this Plan that provides the Group specific information and group specific elections referred to in the Terms and Conditions.
- 1.7. **Delta Dental: Delta Dental Plans Association:** A nationwide not-for-profit organization of dental benefit carriers offering a range of group dental benefit plans.
- 1.8. **Delta Dental PPOSM Dentist:** A Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental PPO provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.9. **Delta Dental Premier[®] Dentist:** A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement between DDWA and such Dentist.
- 1.10. **Delta Dental Participating Dentist:** A licensed Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental Provider Agreement, which includes looking solely to Delta Dental for payment for covered services. Delta Dental Participating Dentists include Delta Dental PPO Dentists and Delta Dental Premier Dentists.
- 1.11. **Dentist:** A licensed dentist legally authorized to practice dentistry at the time and in the place services are performed. This Contract provides covered services only if those services are performed by or under direction of a licensed Dentist or other Licensed Professional operating within the scope of their license.
- 1.12. **Eligibility Date:** The date on which an Eligible Person becomes eligible to enroll in the Plan.
- 1.13. **Eligible Dependent, Eligible Employee, or Eligible Person:** Any dependent, employee or person who meets the conditions of eligibility set forth on the Declaration Page.
- 1.14. **Employee:** A person who is designated as such by the Group for the purposes of this Plan.
- 1.15. **Enrolled Dependent, Enrolled Employee, or Enrolled Person:** Any Eligible Dependent, Eligible Employee or Eligible Person, as applicable, who has completed the enrollment process and for whom Group has submitted the monthly Premium to DDWA.
- 1.16. **Filed Fee:** The approved fee accepted by DDWA for a specific dental procedure performed by a Delta Dental Participating Dentist, who has performed the dental service and submitted that fee.
- 1.17. **Group:** The employer or entity that is contracting for dental benefits for its Employees in this Contract.

- 1.18. Licensed Professional: An individual legally authorized to perform services as defined in their license. Licensed Professional includes, but is not limited to, denturists, hygienists, and radiology technicians.
- 1.19. Lifetime Maximum: The maximum amount DDWA will pay in the specified Covered Dental Benefit class for an insured individual during the time that individual is on this Plan or any other Plan offered by this Employer.
- 1.20. Maximum Allowable Fee: The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a Covered Dental Benefit.
- 1.21. Non-Participating Dentist: A licensed Dentist who has not agreed to render services and receive payment in accordance with the terms and conditions of a written Participating Dentist Agreement between a member of the Delta Dental Plans Association and such Dentist.
- 1.22. Open Enrollment Period: The annual period in which Eligible Employees can select benefits Plans and add or delete Eligible Dependents.
- 1.23. Participating Plan: Delta Dental of Washington and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist in administering the Covered Dental Benefits described in this Contract.
- 1.24. Plan Coinsurance: The applicable percentage of Maximum Allowable Fees for Covered Dental Benefits that shall be paid by DDWA as set forth in the Declaration Page. Sometimes this is referred to as the payment level.
- 1.25. Plan: This Contract that provides dental benefits. Any other Contract that provides dental benefits and meets the definition of a "Plan" in the "Coordination of Benefits" section of the Certificate of Coverage is a plan for the purpose of coordination of benefits only.
- 1.26. Premium: The monthly amount payable by Group as designated on the Declaration Page.
- 1.27. Service Area: Washington State, the geographic area in which DDWA will issue this policy. Dental Benefits are provided for covered services received outside of Washington State.
- 1.28. Standard Terms and Conditions: The non-Group specific terms and conditions that control this Contract, unless specifically modified on the Declaration Page.

2. Eligibility, Enrollment, and Termination

2.1. Employee Eligibility, Enrollment, and Termination

- 2.1.1. Employees are eligible to enroll in this Plan if they meet the condition of eligibility designated on the Declaration Page.
- 2.1.2. Eligible Employees may enroll in this Plan on the effective date of this Contract. An employee hired after the effective date of this Contract may enroll in this Plan after satisfying the probationary period indicated on the Declaration Page.
- 2.1.3. Employees are eligible to enroll in this Plan on the first of the month after satisfying any probationary period designated on the Declaration Page unless the Group has elected the 'Start Date' option on the Declaration Page. For 'Start Date' election, the Employee enrollment will start on the date the Employee is eligible. An Employee shall continue to be eligible to enroll in this Plan during the time this Contract is in effect as long as the Employee remains an Eligible Employee.
- 2.1.4. If indicated on the Declaration Page, DDWA will waive the Employee probationary period for an Employee hired after the effective date of this Contract who is transferring into the Plan from enrollment in any other dental plan. Enrollment for such Employee must be completed within 30 days of the transfer and the Employee must have been enrolled for benefits under the prior dental plan in the month of transfer or immediately prior to the month of transfer. The effective date of coverage for such Employee shall be the first day of the calendar month following enrollment. Notification of previous coverage is required at the time of enrollment.
- 2.1.5. Eligible Employees become Enrolled Employees after fully completing the enrollment process, including payment of Premium by Group to DDWA, and remain Enrolled Employees as long as they remain eligible under this Plan and Group has made timely payments of monthly Premiums on behalf of the Employee.

2.1.6. An Enrolled Employee terminates from this Plan at the end of the month that the employee is no longer eligible for enrollment unless the Group has elected the 'End Date' option on the Declaration Page. For 'End Date' election, the Employee terminates on the date the Employee is no longer eligible. An Employee will also terminate from this Plan at the end of the calendar month for which Group has made the last timely payment of the monthly Premiums on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2. Dependent Eligibility, Enrollment, and Termination

2.2.1. Dependent coverage under this plan is available as indicated on the Declaration Page.

2.2.2. If covered, an Eligible Dependent is a dependent of an Enrolled Employee who meets the requirements for eligibility established by the Group. Dependent eligibility validation documentation shall be maintained and verified by the Group.

2.2.3. An Eligible Dependent shall become eligible to enroll in this Plan on the date the Eligible Employee becomes eligible to enroll in this Plan, or on the first day of the calendar month following the month in which such person became an Eligible Dependent of the Eligible Employee.

2.2.4. A foster child is covered from the time of placement.

2.2.5. A newborn is covered from the moment of birth, and an adopted child is covered from the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption of the child.

2.2.6. Eligible Dependents become Enrolled Dependents after fully completing the enrollment process, including payment of Premium by the Group to DDWA. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Premiums on behalf of the Enrolled Employee to DDWA.

2.2.7. If the enrollment process is not completed within the time period selected which is represented in the Certificate of Coverage, enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage. If an additional Premium for coverage is required and enrollment is not completed within the time period selected, the newborn, adopted or foster child(ren) will be covered from the effective date of enrollment as defined in the Certificate of Coverage.

2.2.8. An Enrolled Dependent terminates from this Plan when they are no longer an Eligible Dependent of an Eligible Employee, or at the end of the calendar month for which Group has made timely payment of the monthly Premiums on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2.9. An Enrolled Employee may terminate coverage of an Enrolled Dependent or reinstate an Eligible Dependent only at renewal or extension of this Plan, or if there is a change in family status, as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3. General Enrollment Information

2.3.1. An Enrolled Employee must complete the enrollment process for themselves or any newly Eligible Dependents within the time period represented in the Certificate of Coverage. Late enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3.2. DDWA requests that all completed enrollment information is received from the Group within 60 days of the employee or dependent's eligibility date.

2.3.3. Retroactive additions and terminations of enrollment for administrative purposes will only be accepted for the time period indicated on the Declaration Page.

2.3.4. While satisfying the various requirements of the FMLA and COBRA laws rests primarily with the Group, DDWA will fully cooperate with Group in complying with these laws.

3. Participation, Payments, Premiums, Invoicing

3.1. Participation Requirements

- 3.1.1. This Contract requires participation of the required percentage or segment of Eligible Employees and Eligible Dependents as indicated on the Declaration Page.
- 3.1.2. For Groups that elect a specific percentage of employee participation, Group will assure that percentage of Eligible Employees are participating in this Plan.
- 3.1.3. For Groups that elect a specific percentage of dependent participation, Group will assure that specified percentage of all Enrolled Employees enroll all of their Eligible Dependents, unless those dependents are enrolled in another dental plan.
- 3.1.4. For Groups that elect to have employee or dependent enrollment in this Plan tied to enrollment in their Group-sponsored medical plan, all Eligible Employees and their Eligible Dependents who are enrolled in the Group-sponsored medical plan must be enrolled in this Plan regardless of whether or not they are enrolled as a dependent in another dental plan. Eligible Employees or their Eligible Dependents who are not enrolled in the Group-sponsored medical plan may not enroll in this Plan.
- 3.1.5. For Groups that elect voluntary enrollment, there is no participation requirement. All other enrollment requirements apply.

3.2. Premium

- 3.2.1. Group shall submit a list of Enrolled Persons to DDWA prior to the beginning of each monthly eligibility period.
- 3.2.2. Group shall permit DDWA, at DDWA's expense, on reasonable advance written notice, to inspect eligibility records to verify the accuracy of information submitted to DDWA. An equitable adjustment of Premium shall be made in the event of errors or delays in reporting eligibility.
- 3.2.3. DDWA shall not be obligated to recoup any funds paid to providers for treatment performed in good faith that the patient's eligibility was current and accurate at the time of treatment.
- 3.2.4. Legislative Surcharge Clause. If any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Premium by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately.
- 3.2.5. In the event the number of Enrolled Persons reported by Group in 3 consecutive months is less than the minimum enrollment requirement indicated on the Declaration Page, increases or decreases by 20 percent or more, or if the composition of the Group changes significantly, DDWA may, at its discretion, terminate this contract or proposes an adjustment in Premium, Covered Dental Benefits, or Payment Levels.
- 3.2.6. If Group does not agree to the proposed adjustment within 30 days, DDWA may terminate this Contract at the end of the month for which Premium had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
- 3.2.7. The monthly Premium indicated on the Declaration Page will be remitted fully by Group as invoiced.

3.3. Invoicing and Payment

- 3.3.1. The Group shall pay the full invoiced amount to DDWA on or before the first day of each calendar month for which benefits are to be provided.
- 3.3.2. Payment of Premium is by Electronic Funds Transfer (EFT) unless other specific payment methods are approved by DDWA. The Group may elect to have DDWA pull the funds from their bank account via an ACH debt transfer around the first of every month.
- 3.3.3. If Group objects to any portion of an invoice, Group will notify DDWA prior to the payment due date and specify the amount and cause of the dispute. Group will pay any undisputed amounts in a timely manner. Any disputed amounts will be resolved by direct negotiation between DDWA and Group.

3.3.4. If payment is not received within 30 days, DDWA may give written notice that payment is past due and may, at its option, terminate all benefits and be released from all further obligations as set forth herein.

3.3.5. No person shall be entitled to benefits under this Contract during any month for which Premium payment has not been received by DDWA.

4. Benefits and Benefit Disputes

4.1. Benefits

4.1.1. Covered Dental Benefits, Limitations, and Exclusions are as described in the Certificate of Coverage and are subject to the Plan maximum and deductible as defined on the Declaration Page.

4.1.2. Covered Dental Benefits are available for an Enrolled Person from the enrollment date until such enrollment terminates.

4.1.3. The percentages of the Maximum Allowable Fee, Filed Fee, or the Dentists’ actual charges payable by DDWA for Covered Dental Benefits provided to an Enrolled Person are defined on the Declaration Page.

4.1.4. To determine Covered Dental Benefits for certain treatments, DDWA may require an Enrolled Person to obtain an independent examination from a DDWA-appointed dentist. DDWA will pay all the charges incurred for this examination.

4.2. Providers

4.2.1. Payment for services provided by a Delta Dental Participating Dentist will be made directly to the dentist. Contracts between Delta Dental and its Delta Dental Participating Dentists provide that, if Delta Dental fails to pay the dentist any amount owed, the Enrolled Person shall not be liable to the dentist for any sums owed by Delta Dental.

4.2.2. An Enrolled Person may elect the services of any licensed dentist. DDWA is not responsible for availability of any particular licensed dentist. DDWA shall not be held liable for any act or omission on the part of the selected dentist.

4.2.3. DDWA shall be entitled to receive from any attending dentist, or from hospitals in which a dentist's care is rendered, any records relating to treatment rendered to an Enrolled Person as may be required in the administration of claims.

4.2.4. The provider dispute resolution process as outlined in individual provider contracts is available upon request.

4.2.5. Fees paid to a provider for Covered Dental Benefits under this Plan are based on the lesser of the provider’s actual fee or the Maximum Allowable Fee of the fee schedule defined below:

PPO National Plan	
Provider Type	Fee Schedule
Delta Dental PPO Participating Dentist	PPO Participating Dentist – State Specific
Delta Dental Premier Participating Dentist	Premier Participating Dentist – State Specific
Non-Participating Dentist in Washington State	DDWA’s Non-Participating Dentist
Non-Participating Dentist out of Washington State	Non-Participating Dentist – State Specific

5. Plan Details

5.1. Plan Maximum

5.1.1. The maximum amount payable by DDWA for Class I, II and III Covered Dental Benefits per Enrolled Person during each Benefit Period is indicated on the Declaration Page. Charges for dental procedures requiring multiple treatment dates shall be considered incurred on the date the service is completed. Amounts for such procedures shall be applied to the Plan maximum based on such incurred date.

5.1.2. If Orthodontic Benefits are covered, the annual or lifetime maximum amount payable by DDWA for Orthodontic Benefits provided to an Enrolled Person will be indicated on the Declaration Page. If Orthodontic Benefits are covered for children only, the maximum will apply only to those members.

5.1.3. If Temporomandibular Joint (TMJ) services are covered, the annual or lifetime maximum amount payable by DDWA for dental services related to the treatment of TMJ disorders will be indicated on the Declaration Page.

5.2. Plan Coinsurance

Plan coinsurance amounts are indicated on the Declaration Page.

5.3. Plan Deductible

5.3.1. The plan deductible, if elected, is indicated on the Declaration Page.

5.3.2. Deductibles may apply to In-Network and Out-of-Network combined, In-Network and Out-of-Network separately, or for Out-of-Network only, as indicated on the Declaration Page.

5.3.3. DDWA is not obligated to pay for Covered Dental Benefits until the deductible amount is satisfied during each Benefit Period for each individual, unless the family deductible has been met during that Benefit Period. The family deductible is accrued by deductible payments of the Enrolled Employee or any Enrolled Dependent.

5.3.4. Any elected deductible is waived on designated classes of benefits as indicated on the Declaration Page.

5.4. Incentive Level

5.4.1. The incentive level elected by Group is indicated on the Declaration Page.

5.4.2. If individual incentive level is elected, the following process will establish the incentive level:

- a. Each Enrolled Person will establish his or her own individual incentive period, which is 12 consecutive calendar months. The initial incentive period begins on the first day of the month during which an Enrolled Person first utilizes dental services available under this Plan. Thereafter, this month establishes the changeover date of the Enrolled Person from one Payment Level to the next. Each Enrolled Person, through Plan utilization, establishes his or her own Payment Levels.
- b. During the first incentive period in which benefits under the Plan are utilized by an Enrolled Person, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page.
- c. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive period during which benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

5.4.3. If group incentive level is elected, the following process will establish the incentive level:

- a. During the first incentive period in which benefits under the Plan are utilized, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive when benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

5.4.4. If Incentive provisions do not apply to a Covered Benefit, it will be indicated on the Declaration Page.

6. DDWA's Obligations

6.1. Certificates of Coverage

6.1.1. DDWA will issue to Group an electronic version of the Certificate of Coverage for this Plan in the form of a standard DDWA benefit booklet, which summarizes the Covered Dental Benefits and other essential features of the Plan. If any amendment to this Contract materially affects any benefits described in booklets, electronic versions of corrected

booklets or booklet inserts showing the change will be issued to Group. Generally, new Booklets and/or Inserts are not issued mid-Contract Term unless as otherwise specified in this Contract.

6.1.2. Upon receipt of a written request, DDWA will provide to Group one printed booklet for each employee enrolled in the Plan, plus an additional ten percent for a reserve supply. Group will reimburse DDWA for any additional costs due to variation in booklet size or paper requested by Group. DDWA will have booklets delivered to Group within 15 business days after receipt of a signed booklet approval form from Group.

6.2. Confirmation of Treatment and Cost (also known as predetermination of benefits)

6.2.1. DDWA will provide descriptions of Confirmation of Treatment and Costs, claim review, and complaint and appeal procedures in the benefit booklets issued to Group.

6.2.2. If a dentist or an Enrolled Person submits a request for a Confirmation of Treatment and Cost, DDWA will provide a Confirmation of Treatment and Cost for the Enrolled Person. Such Confirmation of Treatment and Cost will be valid when issued based on the information available at that time. A Confirmation of Treatment and Costs is not an authorization for services nor a guarantee of payment but is a notification of Covered Dental Benefits available.

6.3. Quality Management

DDWA may utilize its Quality Management and Clinical Review processes to provide professional review of the adequacy, appropriateness, and alignment with DDWA's established clinical criteria of services rendered to Enrolled Persons.

6.4. Provider Directories

DDWA shall provide Delta Dental Participating Dentist Directories to Group. This directory is available online, and may also be requested by telephone as indicated in the Certificate of Coverage. It is understood that the composition of such directory is subject to change. DDWA reserves the right to change the directory without notice.

6.5. Dental Services Obligations

6.5.1. DDWA shall not be obligated to make payment for any services rendered to a person who is not an Enrolled Person at the time the services were performed.

6.5.2. Nothing contained in this Contract shall be construed as obligating DDWA to render dental services; its sole obligation being to pay the agreed-upon portion of dentist's charges for Covered Dental Benefits in accordance with the terms of this Contract.

7. Group's Obligations

7.1. Notification to Enrolled Employees

Group shall provide information to all Enrolled Employees as to the existence and terms of this Contract. Group shall make the Certificate of Coverage available to each Enrolled Employee.

7.2. Summary Plan Descriptions

If Group elects to prepare and print its own summary plan description, it does so at its own risk and expense. The Group-prepared summary plan description must be based on the most current Certificate of Coverage provided by DDWA, and will be for informational purposes only, not incorporated into this Contract. Group is responsible for assuring the accuracy of any summary plan description that it elects to prepare and distribute. DDWA is not obligated to review or approve any summary plan description prepared by Group, and will not provide any warranty for the content of the Group-produced summary plan description.

7.3. Execution of Contract

7.3.1. Group shall sign and return any and all Contract documents within 30 days of the effective date or the date DDWA sends the Contract document to Group or its authorized representative or agent, whichever is later.

7.3.2. If a signed Contract is not received by DDWA from the Group or the Group's legal representative(s) by the effective date, but Group remits Premium, both parties agree to perform under this Contract in good faith until a signed Contract is received, or until a notice of termination is received as detailed herein.

8. General Provisions

8.1. Modification

No change in this Contract shall be valid unless evidenced by written amendment signed by an authorized representative or agent of DDWA and an authorized representative or agent of Group.

8.2. Legal Action

Legal action to recover benefits provided for in this Contract may not be initiated prior to 60 days after receipt of claim by DDWA. In addition, such legal action must commence within 6 years from the date the claim was received by DDWA.

8.3. Severability

Any provision of this Contract that is in conflict with any governing law or regulation of the State of Washington is hereby amended to comply with the minimum requirements of such law or regulation.

8.4. Indemnification

8.4.1. DDWA shall indemnify and hold harmless Group, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from DDWA's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.4.2. Group shall indemnify and hold harmless DDWA, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from Group's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.5. Force Majeure

In the event DDWA is unable to perform its obligations under this Contract by reason of fire, casualty, lockout, strike, labor condition, riot, war, act of God or by ordinance, law, order or decree of any legally constituted authority, then this Contract may, at the option of DDWA, be suspended. During any period of suspension, DDWA shall not be required to perform any service under this Contract, nor shall DDWA be liable for any damages arising from any event that precipitated the suspension. If this Contract is suspended pursuant to this provision, Group's obligation to make Premium payments shall also be suspended for the same period of time.

8.6. Privacy

DDWA and Group will act in accordance with applicable state and federal privacy requirements and disclosure requirements, such as the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA), including any applicable regulations.

8.7. Domestic Partnership and Gender

For the purposes of this contract, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to domestic partnerships or individuals in domestic partnerships as well as to marital relationships and married persons. References to dissolution of marriage shall apply equally to domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary, gender-specific terms such as husband and wife used in any part of this contract shall be construed to be gender neutral, and applicable to individuals in domestic partnerships. This definition does not change the election of the Group with regard to coverage for domestic partnerships.

8.8. Notice

Any notice under this Contract shall be sufficient if given by either Group or DDWA by regular mail to the other addressed to the office stated on the front page of this Contract or to such other address as may be designated by written notice to the other.

9. Termination

9.1. Termination Notice

This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 30 days prior to the end of the Contract term, except as otherwise specifically provided herein.

9.2. DDWA Termination

9.2.1. DDWA may elect to terminate this Contract, without prior approval of the Washington State Insurance Commissioner, if any of the events outlined in this Section occur. Termination would be effective at the end of the month for which Premiums have been received by DDWA prior to the time of such election. If termination occurs, DDWA will provide written notice to Group. If DDWA elects to terminate because of default by Group, then Group shall be indebted to and agrees to pay DDWA the sum of all claims payments and expenses incurred for dental services rendered from the date of default until the date of termination, including costs of recovery.

9.2.2. Events that allow termination:

- a. A failure to pay Premium or perform Group's other obligations when due.
- b. Any violation of published policies of DDWA.
- c. Change or implementation of federal or state health care reform laws that no longer permit the continued offering of such coverage.

9.2.3. Events that allow termination if the Group does not take corrective action consistent with their obligations under this Contract:

- a. Enrolled Persons committing fraudulent acts against DDWA.
- b. Enrolled Persons who materially breach the terms of this Contract.

9.3. Premium Reimbursement

If on termination of this Contract, Group has paid Premium to DDWA applicable to a period of time after the termination date, DDWA shall, within 30 days after notification of termination, return such portion of Premium to Group less any amounts due to DDWA.

9.4. Reinstatement

9.4.1. Acceptance by DDWA of the proper amount of Premium, after termination of this Contract and without requiring a new application, shall reinstate the Contract as though it had never terminated, unless DDWA shall, within 5 business days of receipt of such payment, either:

- a. Refund the payment so made, or
- b. Issue to Group a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from the terminated Contract in benefits, coverage or otherwise.

9.5. Expenses

Upon termination of this Plan, all claim payments and expenses incurred prior to the termination of the Plan, but not submitted to DDWA within the runout period after the date of treatment will be excluded from any benefit consideration.