

**SERIAL 04161 RFP DENTAL SERVICES PLAN ADMINISTRATION
DELTA Contract**

DATE OF LAST REVISION: March 05, 2009

CONTRACT END DATE: June 30, 2012

CONTRACT PERIOD THROUGH JUNE 30, ~~2009~~ 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DENTAL SERVICES PLAN ADMINISTRATION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2005 (Eff. 01/01/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Materials Management
Mike Schaiberger, **Employee Health Initiatives**
Pat Vancil, **Employee Health Initiatives**
Diane Golat, **Employee Health Initiatives**

(Please remove Serial 00143-RFP from your contract notebooks)



CONTRACT EMPLOYEE DENTAL BENEFITS PLAN

SERIAL 04161-RFP

This Contract is entered into this 6TH day of July 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Delta Dental of Arizona Inc., an Arizona corporation ("Contractor") for the purchase of dental services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of January 2006 and ending the 30TH day of JUNE ~~2009~~ 2012.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall contain the following information: contract number, purchase order number, description of services, quantities, unit prices, and extended totals.
- 2.3 Payment shall be made monthly in arrears. Terms are net 15 days End of Month.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B, C, B-1 C-1."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

Contractor will indemnify and hold the County harmless from and against all extra-contractual (non-benefit) costs, damages, judgment, attorneys' fees, expenses and liabilities of any kind or nature which occur as the result of:

- i. Contractor's gross negligence or intentional wrongdoing with respect to the administration of claims under the County's Plan;
- ii. The negligent or intentionally wrongful acts or omissions of medical providers if such providers are employees of Contractor or its affiliates to the extent that such acts or omissions arise out of such providers' participation in Contractor provider networks; and/or
- iii. The negligent or intentionally wrongful acts or omissions of Contractor or its employees with respect to the performance of other network management responsibilities of contractor under this Agreement.

Notwithstanding the above, Contractor's duty to indemnify and hold County harmless shall not extend to the acts or omissions of the County, its officers, directors, or employees or to acts or omissions of non-employee participating providers who provide services in any network for County's Plan hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Delta Dental of Arizona Inc.
Attn: Vice President of Sales
15648 North 35th Avenue
Phoenix, Arizona 85053

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Contractor shall take no action under this Contract unless specifically requested by County.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted 180 (180) days prior to the Contract expiration date. Requests for adjustment in cost of services must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.16 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Arizona. Exclusive venue for any action involving this Agreement will be in the state or federal courts sitting in Phoenix, Arizona.

4.17 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.17.1 **By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract and verify employee compliance using the F-verify system. I-9 forms are available for download at USCIS.GOV.**

4.17.2 **The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

4.18 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

4.18.1 **By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.**

4.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.19 CONTRACTOR LICENSE REQUIREMENT:

4.19.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

4.19.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL 04161-RFP
PRICING SHEET **NIGP 9482802**

BIDDER NAME:	<u>DELTA DENTAL OF ARIZONA</u>
VENDOR #:	<u>W000000482</u>
BIDDER ADDRESS:	<u>15648 NORTH 35TH AVE., PHOENIX, AZ. 85053 5656 WEST TALAVI BLVD. GLANDALE, AZ 85306</u>
P.O. ADDRESS:	<u>SAME</u>
BIDDER PHONE #:	<u>602-588-3612</u>
BIDDER FAX #:	<u>602-588-3921</u>
COMPANY WEB SITE:	<u>WWW.DELTADENTALAZ.COM</u>
COMPANY CONTACT (REP):	<u>STACEE GROSSHANS</u>
E-MAIL ADDRESS (REP):	<u>SGROSSHANS@DELTADENTALAZ.COM</u>
PAYMENT TERMS:	
NET 15 END OF MONTH, IN ARREARS	

MAXIMUM INCREASE FOR RENEWAL YEARS

Maximum Rate Increase will be calculated against prior year rate in effect.

	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6
	1/1/06	7/1/07	7/1/08		7/1/09	7/1/10	7/1/11 TO
	TO	TO	TO		TO	TO	6/30/12
	6/30/07	6/30/08	6/30/09		6/30/10	6/30/11	
1.0 PRICING (FULLY INSURED):							
1.1 ENTIRE COUNTY							
1.1.1 FULLY INSURED, COMPOSITE RATE	\$ 76.92	\$ 76.52	\$ 79.77	PER MONTH	79.15 8%	83.51 8%	88.52 8%
1.1.2 EMPLOYEE ONLY	\$ 39.33	\$ 39.13	\$ 40.78	PER MONTH	43.01 8%	45.38 8%	48.10 8%
1.1.3 EMPLOYEE+SPOUSE	\$ 89.74	\$ 86.30	\$ 89.97	PER MONTH	94.89 8%	100.11 8%	106.12 8%
1.1.4 EMPLOYEE+CHILDREN	\$ 93.81	\$ 93.33	\$ 97.30	PER MONTH	102.62 8%	108.26 8%	114.76 8%
1.1.5 FAMILY	\$ 120.60	\$ 119.98	\$ 125.09	PER MONTH	131.93 8%	139.19 8%	147.54 8%
1.1.6 Charge for drafting benefit document/booklet	\$ -	\$ -	\$ -		0%	0%	0%
1.1.7 Charge for printing benefit document/booklet (assume initial order of 15,000 copies)	\$ -	\$ -	\$ -		0%	0%	0%

1.2 COUNTY ADMINISTRATION ONLY

1.2.1 FULLY INSURED, COMPOSITE RATE	\$ 76.92	\$ 76.52	\$ 79.77	PER MONTH	8%	8%	8%
1.2.2 EMPLOYEE ONLY	\$ 39.33	\$ 39.13	\$ 40.78	PER MONTH	8%	8%	8%
1.2.3 EMPLOYEE+SPOUSE	\$ 89.74	\$ 86.30	\$ 89.97	PER MONTH	8%	8%	8%
1.2.4 EMPLOYEE+CHILDREN	\$ 93.81	\$ 93.33	\$ 97.30	PER MONTH	8%	8%	8%
1.2.5 FAMILY	\$ 120.60	\$ 119.98	\$ 125.09	PER MONTH	8%	8%	8%

1.3 HEALTH SYSTEM ONLY

1.3.1 FULLY INSURED, COMPOSITE RATE	\$ 76.92	\$ 76.52	\$ 79.77	PER MONTH	8%	8%	8%
1.3.2 EMPLOYEE ONLY	\$ 39.33	\$ 39.13	\$ 40.78	PER MONTH	8%	8%	8%
1.3.3 EMPLOYEE+SPOUSE	\$ 89.74	\$ 86.30	\$ 89.97	PER MONTH	8%	8%	8%
1.3.4 EMPLOYEE+CHILDREN	\$ 93.81	\$ 93.33	\$ 97.30	PER MONTH	8%	8%	8%
1.3.5 FAMILY	\$ 120.60	\$ 119.98	\$ 125.09	PER MONTH	8%	8%	8%

EXHIBIT B, 04161-RFP
DELTA DENTAL OF ARIZONA

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: The lesser of the Participating Dentist's submitted or usual and customary fee or DDPAZ's allowable charge 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 DDPAZ's Non-participating dentist's Table of Allowance. DDPAZ 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.

Change In Family Status includes leave under the Family Medical Leave Act (FMLA), marriage, birth or adoption or placement for adoption of a child, divorce, legal separation, annulment or change in legal custody, including a qualified medical child support order requiring health coverage for an employee's child, entitlement or loss of entitlement of Medicare or Medicaid, loss or commencement of employment by a spouse, a strike or lockout, commencement of or a return from an unpaid leave of absence, a change in the number of regularly scheduled hours to become benefit eligible, a change in job or employment status that renders the employee benefit eligible or ineligible such as moving from temporary status to regular status, a dependent who satisfies or ceases to satisfy eligibility requirements such as attainment of age or change in student status, 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.

Covered Person is an eligible employee insured under This Contract who is *a regular (full or part-time) employee (except some contract employees with no benefits or only medical benefits in their contract) scheduled to work at least 20 hours per week*. Dependents of the employee (legal spouse and child up to age 19 or to age 25 if a full time student) are also eligible to be insured under 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.

Customary Fee is a fee within the range of Usual Fees charged by dentists.

DDPAZ means Delta Dental Plan 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 is a doctor of dentistry duly licensed and registered to practice the profession of dentistry, whose license is in good standing.

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

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.

Open Enrollment is the annual 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 DDPAZ.

Predetermination of Benefits is a statement of costs submitted prior to dental care and treatment. In this process, DDPAZ will verify eligibility and determine the amount of benefits to be paid by the Employer Group Plan and provide that estimate to the Subscriber.

Reasonable Fee means a fee that is "Usual" and "Customary" and is justified considering the circumstances of the case in question as determined by DDPAZ.

Table of Allowance means a schedule of fixed dollar maximums established by DDPAZ for services rendered by a Dentist who is not a Participating Dentist with DDPAZ.

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

Usual Fee means a fee charged or offered and intended to be collected by an individual Dentist or a Group of Dentists; i.e., his or her own Usual Fee.

ELIGIBILITY PROVISIONS

EMPLOYER GROUP CONTRIBUTION

The Employer Group will contribute the percentage of employee and/or dependent premium for This Contract as outlined in the underwriting requirements and according to the underwriting assumptions used to establish the required premium. The underwriting assumptions are based on information supplied by the Employer Group.

MINIMUM PARTICIPATION REQUIREMENTS

The Employer Group will maintain a minimum participation of all eligible employees in this Employer Group Dental Plan as outlined by the underwriting requirements and according to the underwriting assumptions used to establish the required premium. The underwriting assumptions are based on information supplied by the Employer Group.

UNDERWRITING REQUIREMENTS/CONTRIBUTION AND PARTICIPATION

If the Employer Group contributes one hundred percent (100%) of the premium cost for employees, all employees eligible for coverage must be enrolled for coverage under This Contract. An employee not enrolling must state in writing that other coverage is the reason for declining coverage under This Contract. (This applies to all Employer Groups)

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 the Employer Group Dental Contract; and/or
- B. While he/she is a full-time or part-time regular employee of the Employer Group, who works a required number of hours per week as stated in the Employer Group Dental 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 his or her spouse, including newborn children, step-children, persons under legal guardianship substantiated by a court order, legally adopted children and children placed for adoption with the Subscriber in accordance with applicable state or federal law.

Student Status A dependent child will be eligible for coverage until age nineteen (19) or according to the terms of This Contract, or if a full-time student in an accredited school enrolled in a minimum number of credit hours in accordance with the school's full time student status. Benefits will continue up to the limiting age for students, according to This Contract. Student status will be verified once a year during the student's birthday month.

Handicapped Dependents Unmarried Children 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) or began between the ages of 19 through 24, if a full-time student, and are dependent on the Subscriber for their support and maintenance. Proof of incapacity must be provided to DDPAZ and your employer within thirty (30) days of a request, but not more frequently than once per year following the child reaching the applicable limiting age.

Military Status Dependent children who are on active duty in military service are not eligible for coverage under This Contract.

DUAL COVERAGE

An individual cannot be eligible both as a Subscriber and a dependent under the same DDPAZ Employer Group Dental Contract. However, an individual may be covered as a Subscriber under one (1) DDPAZ Employer Group Dental Contract and as a dependent under a different DDPAZ 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 DDPAZ.

REHIRED SUBSCRIBERS

A Subscriber rehired up to twelve (12) months following the date of termination may rejoin the Plan with no eligibility waiting period. Upon reinstatement during the same Benefit Year in which the termination occurred, Deductible 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.

EFFECTIVE DATE OF COVERAGE

Eligible Subscribers are covered under this program:

- A. After completion of the eligibility waiting period.
- B. When the Subscriber completes the DDPAZ approved enrollment form required by This Contract or enrolls online through the Employer Group’s Employee Self Service application and the Employer Group sends the enrollment form or the enrollment file to DDPAZ.
- C. After the benefit waiting period, if applicable, has been satisfied.

Eligible Dependents are covered under this program:

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

ADDITIONAL INFORMATION ON COVERAGE AND EFFECTIVE DATES FOR ENROLLMENT

Eligible employees have thirty (30) 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. DDPAZ will not require evidence of insurability for enrollment.

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

- A. If a Subscriber acquires a dependent due to marriage, the effective date of coverage of the eligible dependent(s) will be the date the completed enrollment change form was received by the Employer Group. The Subscriber must complete and sign a DDPAZ approved enrollment form within thirty (30) days and the Employer Group must send it to DDPAZ within ninety (90) days from the date of marriage. If there is a change in premium, it will be included in the first billing date after the change adjusted back to the effective month of the change.
- B. If a Subscriber acquires a dependent as a result of birth, 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 birth, adoption or placement for adoption. The Subscriber must complete and sign a DDPAZ approved enrollment form within thirty (30) days and The Employer Group must send it to DDPAZ within ninety (90) days from the date of acquisition. If there is a change in premium, it will be included in the first billing date after the change adjusted back to the effective month of the change.

An approved enrollment form must be submitted for addition of newborn or any adopted children, even if no additional premium is required. DDPAZ’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 DDPAZ does not have the data on this dependent in the claims paying system and if premium has not been paid for this dependent.

- C. If a court of law orders that coverage be provided by a Subscriber, the effective date of coverage for this covered person will be the date the completed enrollment form or online enrollment through Employee Self Service is received by the Employer Group. The Subscriber must complete and sign the DDPAZ enrollment form or online enrollment through Employee Self Service within thirty (30) days and the Employer Group must send it to DDPAZ within ninety (90) 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 himself or herself and/or his or her 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 DDPAZ approved enrollment form or online enrollment through Employee Self Service is completed, signed and returned within thirty (30) days. The approved enrollment form must be received by DDPAZ within ninety (90) 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 and/or 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 DDPAZ.

All changes must be on a DDPAZ approved enrollment form or online enrollment through Employee Self Service. The minimum participation as stated in This Contract must continue to be met during each renewal period. The change will be effective on the event date, as long as the Employer Group provides timely notice. If the Employer Group unintentionally fails to provide timely notice, DDPAZ may terminate coverage as follows:

- a. The last day of the pay period in which premium was paid, or
- b. A date that is not more than ninety (90) days prior to DDPAZ's actual receipt of written 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.

The Subscriber's eligibility ceases upon:

- A. Termination of employment unless coverage is continued under COBRA;
- B. Loss of benefit-eligible status, other than during a leave of absence;
- C. Failure to return to employment at the end of a leave of absence unless coverage is continued under COBRA; and
- D. Failure to satisfy any eligibility requirements stated in This Contract;
- E. The date of death of the eligible Subscriber unless dependent coverage is continued for COBRA;
- F. Termination of This Contract.

Covered Dependents' eligibility ceases upon:

- A. Termination of the Subscriber's employment unless coverage is continued under COBRA;
- B. The date the Subscriber 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;
- F. The date of a dependent child's marriage;
- G. The date of the Subscriber'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.

TERMINATION OF COVERAGE

Other Circumstances and Conditions

- Termination of any Covered Person under This Contract will become effective the last day of the pay period that the Employer Group does not pay DDPAZ the required premium for that covered person.
- Coverage for a Subscriber may be terminated following sixty (60) days notice from DDPAZ for misrepresentation or fraud in the Subscriber's use of services or benefits. DDPAZ may also terminate coverage for a Subscriber for disruptive, unruly or abusive behavior (not related to the use of dental services).
- If a Employer Group does not provide timely notice of the termination of a Subscriber and/or dependents, DDPAZ may terminate coverage as follows:
 - a. The last day of the pay period or the applicable event date in which the Subscriber is no longer eligible for coverage; or
 - b. A date which is not more than ninety (90) days prior to DDPAZ's actual receipt of the written notice.

COVERAGE AFTER TERMINATION

Benefits will not be paid for services provided after the Subscriber's or dependent's coverage ends, including pre-determined services, except for multiple appointment procedures which were started while you were covered and were completed within thirty (30) days from the date your coverage ended. Such benefits will be subject to all conditions specified in the Employer Group Dental 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 DDPAZ 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 DDPAZ 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 after COBRA coverage ends. If the Subscriber is not eligible for COBRA coverage due to the size or type of the Employer Group, conversion coverage will also apply to dependents under the same conditions as COBRA continuation. The conversion coverage may include covered dependent children for whom the spouse has responsibility for care and/or support.

DDPAZ requires an approved enrollment form and the first premium payment within thirty (30) days for the Conversion Contract to become effective. The effective date of the conversion contract will be the day following termination of active coverage or the end of the month that 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 because of a change to another insurance carrier.

RESPONSIBILITIES OF THE EMPLOYER GROUP

The Employer Group agrees to:

- A. Provide DDPAZ with all the information reasonably required to confirm a Subscriber's eligibility for coverage or termination of coverage;
- B. Provide DDPAZ with notice of any changes of name, address or marital status of Subscribers;
- C. Provide DDPAZ with notice of any changes, other than termination, in a Subscriber's coverage status within ninety (90) days after such changes using Maricopa County's electronic file. If a Subscriber's coverage terminates, the Employer Group will use its best efforts to give notice of the termination to DDPAZ as soon as possible, but not more than sixty (60) days after coverage terminates;
- D. Notify Subscribers of the conversion coverage available in the Dental Plan outlined in the Dental Benefits Booklets and This Contract;
- E. Notify the Subscribers when This Contract terminates that their coverage has terminated, however, coverage will terminate, even if, such notice is not given by the Employer Group;
- F. Distribute all notices, from DDPAZ to Subscribers and comply with federal and state disclosure laws. Notice given to the Employer Group is considered to be notice to the Subscriber. If notice is given to Employer Groups with multiple subsidiaries, then notice to the Employer Group designated in This Contract constitutes notice to all subsidiaries and sub locations;
- G. Provide COBRA administrative services as described in the Dental benefits booklet and This Contract.

Premium Payment Provisions

- A. This Contract will not become effective until DDPAZ 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 DDPAZ with a copy of the State Unemployment Tax and Wage Report upon request to substantiate participation requirements assumed in developing premium rates.
- D. The premium due on each premium due date is the sum of the premiums for all enrolled persons for whom a premium was collected. .

- E. The Employer Group will pay through self-billing. The Employer Group will provide DDPAZ with the enrollment report on which the premium payment is based. The Employer Group will report employee terminations on the enrollment file. The DDPAZ 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 DDPAZ with reasonable notice to confirm the accuracy of the payments made, or data provided.
- G. DDPAZ may give the Employer Group up to a maximum of ninety (90) days credit (from last billing issued) for retroactive deletions unless claims were paid for the retroactive terminated Subscribers.
- H. Subsequent premiums are due on the first of the month for coverage during that month.
- I. If a premium is not paid on or before its premium due date, it may be paid during the following grace period. This Contract will remain in force during the grace period.
- J. If This Contract is canceled due to non-payment of premium, DDPAZ shall not be liable for payment of claims incurred after the date of termination. This Contract will not be eligible for reinstatement and DDPAZ will not issue a new contract for a minimum of twelve (12) months following the date of cancellation.
- K. Retro terminations will be allowed up to 120 days. The termination date will not be moved to cover claims after the employee's coverage terminates.

A. CLAIMS PAYMENT ON HOLD

DDPAZ reserves the right to put a hold on claims payments for the entire Employer Group until a resolution is reached for the following reasons:

- a. Non-Payment of Premium
- b. Unsigned contract and/or amendments
- c. Non Compliance with Provisions of This Contract

B. ENROLLMENT/PLAN ADMINISTRATION MATERIALS

DDPAZ will provide the following to the Employer Group:

1 Dental Benefits Booklets

DDPAZ will issue Dental Benefits Booklets to the Employer Group showing 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 and when included in the rate.

The Employer Group will issue the Dental Benefits Booklets and other information to all eligible Employees.

DDPAZ must approve all material generated by the Employer Group concerning This Contract before printing and distribution to eligible employees and/or Covered Subscribers.

2 DDPAZ Identification Cards

DDPAZ will provide Subscriber identification cards, which will be provided in the annual Dental Benefits Booklet. Additional identification cards with the employee name, identification number and Employer Group number are only furnished upon the Employer Group's request.

C. REPORTS

Unless otherwise noted in this Contract, DDPAZ will provide Delta Dental Plan of Arizona's Standard Reports. DDPAZ reserves the right to request a fee from the Employer Group for any additional specialized reports not listed in this contract. Maricopa shall have unlimited use of online claims and enrollment information free of all charges.

CLAIMS PAYMENT PROVISIONS

NETWORK PROVISIONS

PARTICIPATING DENTIST

If the dentist is a participating dentist (a dentist who has signed an agreement with DDPAZ):

- a. The dental office will complete the claim forms and submit to DDPAZ 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. Payment will be based upon the lesser of the Participating Dentist's submitted or usual and customary fee, or DDPAZ's allowable fee for services rendered. Participating Dentists will not bill fees higher than the allowable fee to the Subscriber.

NON-PARTICIPATING DENTIST

If the dentist is a non-participating dentist (a dentist who has not signed an agreement with DDPAZ, or who has terminated as a participating dentist),

- a. The Subscriber will be responsible for submission of the claim form, or pre determination of benefits form to DDPAZ.

- b. The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDPAZ will reimburse the Subscriber for the amount of benefits payable by the Employer 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 billed charges, or DDPAZ's Non Participating Dentists' Table of Allowance. The member will be required to pay the difference between any amount billed by the dentist and DDPAZ's "allowable" fee. The Non Participating Table of Allowance results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist.

OUT-OF-STATE DENTIST

Participating Dentist

If the out of state dentist providing care is a member of another state's Delta Dental network, benefits will be based on DDPAZ's participating dentists' allowable fees as long as the Employer Group plan is not a DeltaUSA plan. The patient is responsible for the difference in the billed charges and DDPAZ's allowable fee.

Non Participating Dentist

If the out of state dentist providing care is not a member of a Delta Dental organization, benefits will be based on the lesser of the billed charges or DDPAZ's non-participating dentist Table of Allowance. The Subscriber is responsible for the full amount of the billed charges by the Dentist. DDPAZ will reimburse the Subscriber for the amount of provisions benefits payable by This Contract. The benefits in This Contract may not be assigned.

OUTSIDE THE UNITED STATES OF AMERICA

If the dentist providing care is outside of the United States, benefits will be based on the lesser of the billed charges, or DDPAZ's non-participating dentist Table of Allowance. The Subscriber is responsible for the full amount of the billed charges by the dentist. The claim form must include the billed charges in that country's currency and a conversion fee into United States dollars. DDPAZ will reimburse the Subscriber for the amount of benefits payable by This Contract. The benefits in This Contract may not be assigned

DELTA USA PLAN

(Applies only if listed as a benefit on the Summary of Benefits of This Contract)

- a. If the dentist seen is a DeltaUSA participating dentist, benefits will be based upon the lesser of the dentist's billed charges, or the Delta Dental Plan Association maximum fee allowance for that state. Fees higher than the allowable fee will not be billed to the Subscriber.
- b. If the dentist seen is not a DeltaUSA participating dentist, benefits will be based on DDPAZ's non-participating dentists Table of Allowance. The patient is responsible for the full amount of the billed charges by the dentist.

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 DDPAZ makes a payment that is inaccurate or makes an overpayment to the Subscriber, DDPAZ 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 DDPAZ to deny payment for non-covered benefit.

PROVISIONS REQUIRED BY LAW

Before approving a claim, DDPAZ 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. DDPAZ will in every case hold such information and records confidential. DDPAZ 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.

DDPAZ 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 DDPAZ's Customer Service Department to request a Confidential Information Release Form. Once DDPAZ receives the form, it will release information to the person that the Subscriber has designated. DDPAZ 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, DDPAZ 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, DDPAZ provides equal parental access to information. Whether issues relate to a court or administrative order concerning coverage or simply access to information, DDPAZ 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 DDPAZ forms. If DDPAZ 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 DDPAZ receives the DDPAZ forms or a written statement as outlined above within the time frame as stated in the following paragraph.

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 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 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 DDPAZ 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. DDPAZ reserves the right to reject or suspend a claim based on lack of dental information or records.

Investigation of Claims

DDPAZ may investigate your claims at any time. At DDPAZ's expense, we may have a dental professional of our choice examine the Covered Person and/or review X-rays. DDPAZ 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 DDPAZ selects.

Payment of Dental Benefits

DDPAZ will pay all dental benefits directly to the DDPAZ Participating Dentists and to the Subscriber if his/her Dentist is a DDPAZ Non Participating Dentist immediately after proof of loss is established. DDPAZ 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, DDPAZ is unable to pay the claim, the Subscriber will receive a notice of our receipt of the claim within fifteen (15) working days after DDPAZ receives the claim. If DDPAZ 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 (included in the participating dentist agreement), you will not receive an EOB. The plan provisions that are relied upon for processing are included in your benefit booklet. If the Subscriber does not receive DDPAZ's decision within thirty (30) days after DDPAZ 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 DDPAZ 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.

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 (3) 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.

GENERAL PROVISIONS

Disclosure of Information

DDPAZ will comply with federal and state law requirements regarding disclosure of information by dental plan insurers.

General Right of Recovery

If DDPAZ pays any monies or benefits under This Contract, DDPAZ has the right to be repaid to the full extent of any overpayment or error in payment. DDPAZ will be repaid by the Subscriber or any persons to whom such monies or benefits were paid by DDPAZ for the Subscriber and/or the Subscriber's covered dependents. DDPAZ's right of recovery under this provision is in addition to any rights as DDPAZ 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 satisfying the applicable deductibles for the same Benefit Year under This Contract. The employee or Employer Group must provide an explanation of benefits or a report indicating the amount of credit to be given with regard to the deductible. DDPAZ will likewise reduce the maximum amount for the Benefit Year by any amounts paid by the previous carrier based on data DDPAZ receives from the dentist, an Explanation of Benefits or the patient history from the DDPAZ database.

Applicable Law

This Contract is governed by the State of Arizona and applicable 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, DDPAZ 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.

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

Coordination of Benefits

If any services covered under This Contract are also provided under any other Employer Group dental coverage, DDPAZ 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). 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).

For purposes of COBRA and ERISA (or comparable provisions of other state or federal law), if applicable, the Employer Group will be the "Plan Administrator". The Employer Group is responsible for any liability arising out of the requirements of COBRA and ERISA (or comparable provisions of other state or federal laws).

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 DDPAZ under This Contract. DDPAZ 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, DDPAZ 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 DDPAZ. DDPAZ specifically reserves the right to rescind the Subscriber's coverage in the event of a fraudulent or otherwise intentional material misrepresentation, in which case DDPAZ also reserves the right to recover any amounts paid on behalf of the Subscriber from 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 DDPAZ.

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 an employee or dependent 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 DDPAZ reserves the right to recover for overpayments made as a result of such errors, omissions or delays

Notice

All notices and other communications to a Party (to DDPAZ from the Employer Group or to the Employer Group from DDPAZ) 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 in Exhibit B 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 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.

**SUMMARY OF BENEFITS
Delta Dental Plan of Arizona
Employer Group Dental Contract
PREMIER**

GROUP NAME: Maricopa County

GROUP NUMBER: #

ORIGINAL CONTRACT DATE: January 1, 2006

Plan type: Delta AZ

Student Age: 19-25

SUMMARY OF BENEFITS

BENEFIT YEAR:

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:

This is the period for which these Contract benefits apply.

DEDUCTIBLE*: \$50.00 per Person \$100.00 per Family

CALENDAR YEAR BENEFIT MAXIMUM= \$2,000.00 per Person; per Benefit Year

*Waived for Routine and Orthodontic Services

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 nineteen (19) –(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 (lost or have not or will not develop) posterior primary (baby) teeth and permanent first molars) up to age of nineteen (19).
- Sealants for Children (Once in a three (3) year period for permanent molars & bicuspids up to age nineteen (19).
- Emergency: (Palliative treatment) Treatment for the relief of pain.

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

Restorative

- Fillings consisting of silver amalgam; and, for front teeth only, synthetic tooth color fillings
- Stainless Steel Crowns (For primary (baby) teeth only).

Oral Surgery

- Extractions

Periodontics

- Treatment of Gum Disease (Non-surgical-once every two (2) years/Surgical once every two (2) years per area of the mouth).

Endodontics

- Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth)

Bridge and Denture Repair

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

MAJOR SERVICES (Deductible does apply to these services) **50%**

Restorative

- Cast Crowns – Jackets- Onlays- Inlays Synthetic posterior fillings (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).
- Partial Dentures - Does not provide for lost, misplaced, or stolen bridges or dentures. (Five (5) year waiting period for replacement last performed).

ORTHODONTIC SERVICES - (child(ren) & adult) **50%**

For Adults & children age 8 and older, Benefits are limited to a maximum of three thousand dollars (\$3,000) per lifetime of the patient. This maximum is separate from the benefit year maximum for your other dental benefits.

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

The following are Eligible Employees in addition to the Eligible Employees included in your Benefits Booklet:
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*

**Delta Dental Plan of Arizona
Employer Group Dental Contract
ORTHODONTIC RIDER**

In consideration of payments, and subject to all of the terms and conditions thereof, except as herein otherwise specified, DDPAZ agrees to provide Orthodontic Benefits to eligible persons, as follows:

1. Orthodontics are defined as all the necessary procedures of treatment by a licensed dentist for the correction of malposed teeth of adult and children age eight (8) or older, limited to payment of monthly or other periodic charges through completion of treatment or to the date eligibility terminates, whichever occurs first.
2. DDPAZ shall pay or otherwise discharge fifty percent (50%) of the lesser of the usual, customary and reasonable fees or the fees actually charged for Orthodontic Services, provided that the amount payable with respect to Covered Orthodontic Services provided by a dentist who is not a Participating Dentist shall not exceed the prevailing fee for such services within the state, as determined by DDPAZ through confidential fee surveys filed with DDPAZ by Participating Dentists.
3. The lifetime maximum amount payable by DDPAZ for Orthodontics rendered to an eligible patient shall be three thousand dollars (\$3,000).

LIMITATIONS AND EXCLUSIONS

In addition to the Exclusions and Limitations stated in the Group Benefit Booklet to the attached Contract, the following shall apply to Orthodontics:

- (a) Benefits are provided only if the first active appliance was inserted while the patient was covered for this benefit under this Plan or, if applicable, an immediately preceding orthodontic plan provided by Applicant.
- (b) DDPAZ will not make any payment for repair or replacement of an Orthodontic appliance furnished under this contract or any previous contract provided by Applicant.
- (c) Benefit payments shall be distributed over the course of treatment as follows:
 - (1) One-half (1/2) of the pre-calculated maximum amount allowed will be paid upon insertion of the appliance/initial banding.
 - (2) After six (6) months from the date the appliances were placed, DDPAZ will make payment for the balance of the pre-calculated maximum amount payable.
- (d) The obligation of DDPAZ to make periodic payments for an orthodontic treatment plan will cease on the earliest date that:
 - (1) Treatment is terminated for any reason prior to completion of care,
 - (2) The Eligible Patient is no longer covered under this contract,
 - (3) This contract is terminated

**PERFORMANCE GUARANTEES
DELTA TO PROPOSE**

Claim Turn around Time - 90% in 14 calendar days after receipt to day of adjudication. Day of Adjudication not included. - 2% penalty.

Financial Accuracy - 99% - total dollars paid correctly/total dollars paid. Under/over payments are NOT offsetable. - 1% penalty.

Payment Accuracy - 95% - frequency of correct payments. Total claims paid w/o errors/total claims paid. - 1% penalty.

Processing Accuracy - 95% - overall Accuracy. Total claims paid w/o errors (including non-financial errors) total claims paid. - 1% penalty.

ASA in bound calls - 30 seconds - average speed of answer, aggregate number. - 2% penalty.

Call Abandonment Rate - 5%. - 2% penalty.

ID cards - mailed out within 14 business days after electronic eligibility is loaded. - 1% penalty.

Penalty Percentages listed above are based on Annualized Premium. - Reporting will be quarterly.

Implementation Plan - 1st Year only - Process to begin 90 days after Award of Contract and be completed by December 1, 2005. - 5% penalty.

Penalty Percentage based upon Annualized Premium.

EXHIBIT B-1, 04161-RFP
DELTA DENTAL OF ARIZONA

DEFINITIONS

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

Allowable Charge(s) are determined as follows:

Participating Dentist: The lesser of the Participating Dentist's submitted or usual and customary fee or DDPAZ's allowable charge 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 DDPAZ's Non-participating dentist's Table of Allowance. DDPAZ will pay the Covered Person the "Allowable Charge(s)." A Covered Person will be responsible for the full cost of treatment.

Benefit Year is the time period for which benefits are paid, time limitations are tracked and the deductibles and maximum benefits are applied. See Exhibit A.

Change In Family Status includes leave under the Family Medical Leave Act (FMLA), marriage, birth or adoption or placement for adoption of a child, divorce, legal separation, annulment or change in legal custody, including a qualified medical child support order requiring health coverage for an employee's child, entitlement or loss of entitlement of Medicare or Medicaid, loss or commencement of employment by a spouse, a strike or lockout, commencement of or a return from an unpaid leave of absence, a change in the number of regularly scheduled hours to become benefit eligible, a change in job or employment status that renders the employee benefit eligible or ineligible such as moving from temporary status to regular status, a dependent who satisfies or ceases to satisfy eligibility requirements such as attainment of age or change in student status, and death of an employee, spouse, or child.

Covered Person is an eligible employee insured under This Plan who is *a regular (full or part-time) employee (except some contract employees with no benefits or only medical benefits in their contract) scheduled to work at least 20 hours per week*. Dependents of the employee (legal spouse and child up to age 19 or to age 25 if a full time student) are also eligible to be insured under this Plan.

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.

Customary Fee is a fee within the range of Usual Fees charged by dentists.

DDPAZ means Delta Dental Plan 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 is a doctor of dentistry duly licensed and registered to practice the profession of dentistry, whose license is in good standing.

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

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

Open Enrollment is the Plan period before the beginning of any Plan 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 DDPAZ.

Predetermination of Benefits is a statement of costs submitted prior to dental care and treatment. In this process, DDPAZ will verify eligibility and determine the amount of benefits to be paid by the Employer Group Plan and provide that estimate to the Subscriber.

Reasonable Fee means a fee that is "Usual" and "Customary" and is justified considering the circumstances of the case in question as determined by DDPAZ.

Table of Allowance means a schedule of fixed dollar maximums established by DDPAZ for services rendered by a Dentist who is not a Participating Dentist with DDPAZ.

This Plan means this written agreement, (including all Appendices, The Master Application, the Dental Benefits Booklet, the Appeals Packet and any amendments) between the Employer Group and DDPAZ.

Usual Fee means a fee charged or offered and intended to be collected by an individual Dentist or a Group of Dentists; i.e., his or her own Usual Fee.

ELIGIBILITY PROVISIONS**EMPLOYER GROUP CONTRIBUTION**

The Employer Group will contribute the percentage of employee and/or dependent premium for This Plan as outlined in the underwriting requirements and according to the underwriting assumptions used to establish the required premium. The underwriting assumptions are based on information supplied by the Employer Group.

MINIMUM PARTICIPATION REQUIREMENTS

The Employer Group will maintain a minimum participation of all eligible employees in this Employer Group Dental Plan as outlined by the underwriting requirements and according to the underwriting assumptions used to establish the required premium. The underwriting assumptions are based on information supplied by the Employer Group.

UNDERWRITING REQUIREMENTS/CONTRIBUTION AND PARTICIPATION

If the Employer Group contributes one hundred percent (100%) of the premium cost for employees, all employees eligible for coverage must be enrolled for coverage under This Plan. An employee not enrolling must state in writing that other coverage is the reason for declining coverage under This Plan. (This applies to all Employer Groups)

ELIGIBLE EMPLOYEES

An employee may be covered under this program:

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

ELIGIBLE DEPENDENTS

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

- E. A Subscriber's lawful spouse; and
- F. A Subscriber's unmarried children under age nineteen (19) or those of his or her spouse, including newborn children, step-children, persons under legal guardianship substantiated by a court order, legally adopted children and children placed for adoption with the Subscriber in accordance with applicable state or federal law.

Student Status A dependent child will be eligible for coverage until age nineteen (19) or according to the terms of This Contact, or if a full-time student in an accredited school enrolled in a minimum number of credit hours in accordance with the school's full time student status. Benefits will continue up to the limiting age for students, according to This Plan. Student status will be verified once a year during the student's birthday month.

Handicapped Dependents Unmarried Children 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) or began between the ages of 19 through 24, if a full-time student, and are dependent on the Subscriber for their support and maintenance. Proof of incapacity must be provided to DDPAZ and your employer within thirty (30) days of a request, but not more frequently than once per year following the child reaching the applicable limiting age.

Military Status Dependent children who are on active duty in military service are not eligible for coverage under This Plan.

DUAL COVERAGE

An individual cannot be eligible both as a Subscriber and a dependent under the same DDPAZ Employer Group Dental Plan. However, an individual may be covered as a Subscriber under one (1) DDPAZ Employer Group Dental Plan and as a dependent under a different DDPAZ Employer Group Dental Plan (Refer to the Coordination of Benefits section of This Plan 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 Plan. A dependent may be covered under two (2) different Employer Group Dental Plans with DDPAZ.

EFFECTIVE DATE OF COVERAGE

Eligible Subscribers are covered under this program:

- D. After completion of the eligibility waiting period.
- E. When the Subscriber completes Maricopa County's electronic enrollment, or enrolls online through the Employer Group's Employee Self Service application required by This Plan. The Employer Group sends the Maricopa County's electronic enrollment file to DDPAZ.
- F. After the benefit waiting period, if applicable, has been satisfied.

Eligible Dependents are covered under this program:

- E. On the date the Subscriber's coverage is effective; or
- F. After an open enrollment period allowing employees to make carrier changes. Coverage is effective on the first of the month of the new Plan Year following open enrollment.
- G. On the date the dependent is acquired, meaning:

4. The birth, adoption, placement for adoption with the Subscriber and for whom the application and approval procedures for adoption have been completed;
 5. A marriage which results in the spouse and stepchildren being added to coverage; and
 6. Persons required to be covered by court order.
- H. After the benefit waiting period, if applicable, has been satisfied.

ADDITIONAL INFORMATION ON COVERAGE AND EFFECTIVE DATES FOR ENROLLMENT

Eligible employees have thirty (30) 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. DDPAZ will not require evidence of insurability for enrollment.

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

- D. If a Subscriber acquires a dependent due to marriage, the effective date of coverage of the eligible dependent(s) will be the date the completed enrollment change form was received by the Employer Group. The Subscriber must complete Maricopa County's electronic enrollment within thirty (30) days and the Employer Group must send it to DDPAZ within ninety (90) days from the date of marriage. If there is a change in premium, it will be included in the first billing date after the change adjusted back to the effective month of the change.
- E. If a Subscriber acquires a dependent as a result of birth, 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 birth, adoption or placement for adoption. The Subscriber must complete Maricopa County's electronic enrollment within thirty (30) days and The Employer Group must send it to DDPAZ within ninety (90) days from the date of acquisition. If there is a change in premium, it will be included in the first billing date after the change adjusted back to the effective month of the change.
- F. Maricopa County's electronic enrollment must be submitted for addition of newborn or any adopted children, even if no additional premium is required. DDPAZ'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 Maricopa County's electronic enrollment, are required to process claims.

If a court of law orders that coverage be provided by a Subscriber, the effective date of coverage for this covered person will be the date the completed Maricopa County's electronic enrollment. Within thirty (30) days and the Employer Group must send it to DDPAZ within ninety (90) 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 himself or herself and/or his or her dependents during any Plan Year open enrollment period. The effective date of coverage will be the renewal date immediately following that open enrollment period within thirty (30) days. Maricopa County's electronic enrollment must be received by DDPAZ within ninety (90) 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 and/or 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 DDPAZ.

The change will be effective on the event date, as long as the Employer Group provides timely notice. If the Employer Group unintentionally fails to provide timely notice, DDPAZ may terminate coverage as follows:

- c. The last day of the pay period in which premium was paid, or
- d. A date that is not more than one hundred twenty (120) days prior to DDPAZ's actual receipt of written 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.

The Subscriber's eligibility ceases upon:

- A. Termination of employment unless coverage is continued under COBRA;
- B. Loss of benefit-eligible status, other than during a leave of absence;
- G. Failure to return to employment at the end of a leave of absence unless coverage is continued under COBRA; and
- H. Failure to satisfy any eligibility requirements stated in This Plan;
- E. The date of death of the eligible Subscriber unless dependent coverage is continued for COBRA;
- F. Termination of This Plan.

Covered Dependents' eligibility ceases upon:

- A. Termination of the Subscriber's employment unless coverage is continued under COBRA;
- B. The date the Subscriber no longer meets the eligibility criteria under This Plan;
- K. The dependent spouse is no longer an eligible dependent as a result of a divorce decree;
- L. 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;
- M. The date a dependent child under the limiting age is no longer engaged in full-time humanitarian services;
- N. The date of a dependent child's marriage;
- O. The date of the Subscriber's death;
- P. The date This Plan 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.

TERMINATION OF COVERAGE

Other Circumstances and Conditions

- Termination of any Covered Person under This Plan will become effective the last day of the pay period that the Employer Group does not pay DDPAZ the required premium for that covered person.
- Coverage for a Subscriber may be terminated following sixty (60) days notice from DDPAZ for misrepresentation or fraud in the Subscriber's use of services or benefits. DDPAZ may also terminate coverage for a Subscriber for disruptive, unruly or abusive behavior (not related to the use of dental services).
- If a Employer Group does not provide timely notice of the termination of a Subscriber and/or dependents, DDPAZ may terminate coverage as follows:
 - c. The last day of the pay period or the applicable event date in which the Subscriber is no longer eligible for coverage; or
 - d. A date which is not more than ninety (90) days prior to DDPAZ's actual receipt of the written notice.

COVERAGE AFTER TERMINATION

Benefits will not be paid for services provided after the Subscriber's or dependent's coverage ends, including pre-determined services, except for multiple appointment procedures which were started while you were covered and were completed within thirty (30) days from the date your coverage ended. Such benefits will be subject to all conditions specified in the Employer Group Dental Plan.

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 DDPAZ 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 Plan with DDPAZ 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 after COBRA coverage ends. If the Subscriber is not eligible for COBRA coverage due to the size or type of the Employer Group, conversion coverage will also apply to dependents under the same

conditions as COBRA continuation. The conversion coverage may include covered dependent children for whom the spouse has responsibility for care and/or support.

Maricopa County's electronic enrollment and the first premium payment within thirty (30) days for the Conversion Plan to become effective. The effective date of the conversion Plan will be the day following termination of active coverage or the end of the month that COBRA Continuation coverage ceases provided that This Plan 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 Plan because of a change to another insurance carrier.

RESPONSIBILITIES OF THE EMPLOYER GROUP

The Employer Group agrees to:

- H. Provide DDPAZ with all the information reasonably required to confirm a Subscriber's eligibility for coverage or termination of coverage;
- I. Provide DDPAZ with notice of any changes of name, address or marital status of Subscribers;
- J. Provide DDPAZ with notice of any changes, other than termination, in a Subscriber's coverage status within ninety (90) days after such changes using Maricopa County's electronic file. If a Subscriber's coverage terminates, the Employer Group will use its best efforts to give notice of the termination to DDPAZ as soon as possible, but not more than sixty (60) days after coverage terminates;
- K. Notify Subscribers of the conversion coverage available in the Dental Plan outlined in the Dental Benefits Booklets and This Plan;
- L. Notify the Subscribers when This Plan terminates that their coverage has terminated, however, coverage will terminate, even if, such notice is not given by the Employer Group;
- M. Distribute all notices, from DDPAZ to Subscribers and comply with federal and state disclosure laws. Notice given to the
- N. Provide COBRA administrative services and coordinate with Maricopa County's administrator.

Premium Payment Provisions

- L. This Contract will not become effective until DDPAZ has received the payment of the initial monthly premium.
- M. The Employer Group determines the amount, if any, of each member's contribution toward the cost of insurance
- N. The Employer Group will provide DDPAZ with a copy of the State Unemployment Tax and Wage Report upon request to substantiate participation requirements assumed in developing premium rates.
- O. The premium due on each premium due date is the sum of the premiums for all enrolled persons for whom a premium was collected. .
- P. The Employer Group will pay through self-billing. The Employer Group will provide DDPAZ with the enrollment report on which the premium payment is based. The Employer Group will report employee terminations on the enrollment file. The DDPAZ 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.
- Q. The Employer Group's records will be available for review by DDPAZ with reasonable notice to confirm the accuracy of the payments made, or data provided.
- R. DDPAZ may give the Employer Group up to a maximum of ninety (90) days credit (from last billing issued) for retroactive deletions unless claims were paid for the retroactive terminated Subscribers.
- S. Subsequent premiums are due on the first of the month for coverage during that month.
- T. If a premium is not paid on or before its premium due date, it may be paid during the following grace period. This Contract will remain in force during the grace period.
- U. If This Contract is canceled due to non-payment of premium, DDPAZ shall not be liable for payment of claims incurred after the date of termination. This Contract will not be eligible for reinstatement and DDPAZ will not issue a new contract for a minimum of twelve (12) months following the date of cancellation.
- V. Retro terminations will be allowed up to 120 days. The termination date will not be moved to cover claims after the employee's coverage terminates.

D. CLAIMS PAYMENT ON HOLD

DDPAZ reserves the right to put a hold on claims payments for the entire Employer Group until a resolution is reached for the following reasons:

- d. Non-Payment of Premium
- e. Unsigned Plan and/or amendments
- f. Non Compliance with Provisions of This Plan

E. ENROLLMENT/PLAN ADMINISTRATION MATERIALS

DDPAZ will provide the following to the Employer Group:

1 Dental Benefits Booklets

DDPAZ will issue Dental Benefits Booklets to the Employer Group showing the coverage under This Plan. 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 and when included in the rate.

The Employer Group will issue the Dental Benefits Booklets and other information to all eligible Employees. DDPAZ must approve all material generated by the Employer Group concerning This Plan before printing and distribution to eligible employees and/or Covered Subscribers.

2 DDPAZ Identification Cards

DDPAZ will provide Subscriber identification cards, which will be provided in the annual Dental Benefits Booklet. Additional identification cards with the employee name, identification number and Employer Group number are only furnished upon the Employer Group's request.

F. . REPORTS

Unless otherwise noted in this Contract, DDPAZ will provide Delta Dental Plan of Arizona's Standard Reports. DDPAZ reserves the right to request a fee from the Employer Group for any additional specialized reports not listed in this contract. Maricopa shall have unlimited use of online claims and enrollment information free of all charges.

CLAIMS PAYMENT PROVISIONS

NETWORK PROVISIONS

PARTICIPATING DENTIST

If the dentist is a participating dentist (a dentist who has signed an agreement with DDPAZ):

- d. The dental office will complete the claim forms and submit to DDPAZ for payment, pre-determination or coordination of benefits.
- e. The Subscriber is required to pay only the co-insurance (if any) and/or deductible (if any) for covered benefits.
- f. Payment will be based upon the lesser of the Participating Dentist's submitted or usual and customary fee, or DDPAZ's allowable fee for services rendered. Participating Dentists will not bill fees higher than the allowable fee to the Subscriber.

NON-PARTICIPATING DENTIST

If the dentist is a non-participating dentist (a dentist who has not signed an agreement with DDPAZ, or who has terminated as a participating dentist),

- d. The Subscriber will be responsible for submission of the claim form, or pre determination of benefits form to DDPAZ.
- e. The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDPAZ will reimburse the Subscriber for the amount of benefits payable by the Employer Group's plan. The benefits in This Plan may not be assigned.
- f. The payment for the treatment will be based on the lesser of billed charges, or DDPAZ's Non Participating Dentists' Table of Allowance. The member will be required to pay the difference between any amount billed by the dentist and DDPAZ's "allowable "fee. The Non Participating Table of Allowance results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist.

OUT-OF-STATE DENTIST

Participating Dentist

If the out of state dentist providing care is a member of another state's Delta Dental network, benefits will be based on DDPAZ's participating dentists' allowable fees as long as the Employer Group plan is not a DeltaUSA plan. The patient is responsible for the difference in the billed charges and DDPAZ's allowable fee.

Non Participating Dentist

If the out of state dentist providing care is not a member of a Delta Dental organization, benefits will be based on the lesser of the billed charges or DDPAZ's non-participating dentist Table of Allowance. The Subscriber is responsible for the full amount of the billed charges by the Dentist. DDPAZ will reimburse the Subscriber for the amount of benefits payable by This Plan. The benefits in This Plan may not be assigned.

OUTSIDE THE UNITED STATES OF AMERICA

If the dentist providing care is outside of the United States, benefits will be based on the lesser of the billed charges, or DDPAZ's non-participating dentist Table of Allowance. The Subscriber is responsible for the full amount of the billed charges by the dentist. The claim form must include the billed charges in that country's currency and a conversion fee into United States dollars. DDPAZ will reimburse the Subscriber for the amount of benefits payable by This Plan. The benefits in This Plan may not be assigned

DELTA USA PLAN

(Applies only if listed as a benefit on the Summary of Benefits of This Plan)

- c. If the dentist seen is a DeltaUSA participating dentist, benefits will be based upon the lesser of the dentist's billed charges, or the Delta Dental Plan Association maximum fee allowance for that state. Fees higher than the allowable fee will not be billed to the Subscriber.
- d. If the dentist seen is not a DeltaUSA participating dentist, benefits will be based on DDPAZ's non-participating dentists Table of Allowance. The patient is responsible for the full amount of the billed charges by the dentist.

NON ASSIGNABILITY OF BENEFITS

The benefits of This Plan 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 DDPAZ makes a payment that is inaccurate or makes an overpayment to the Subscriber, DDPAZ 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 DDPAZ to deny payment for non-covered benefit.

PROVISIONS REQUIRED BY LAW

Before approving a claim, DDPAZ 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. DDPAZ will in every case hold such information and records confidential. DDPAZ 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.

DDPAZ 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 DDPAZ's Customer Service Department to request a Confidential Information Release Form. Once DDPAZ receives the form, it will release information to the person that the Subscriber has designated. DDPAZ 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 Plan.

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, DDPAZ 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, DDPAZ provides equal parental access to information. Whether issues relate to a court or administrative order concerning coverage or simply access to information, DDPAZ 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 DDPAZ forms. If DDPAZ 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 DDPAZ receives the DDPAZ forms or a written statement as outlined above within the time frame as stated in the following paragraph.

Time Limits on Filing Proof of Loss

Proof of Loss must be provided within one hundred twenty (120) days after the termination of care for which benefits are payable. If that is not possible, it must be provided as soon as 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 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 DDPAZ 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. DDPAZ reserves

the right to reject or suspend a claim based on lack of dental information or records.

Investigation of Claims

DDPAZ may investigate your claims at any time. At DDPAZ's expense, we may have a dental professional of our choice examine the Covered Person and/or review X-rays. DDPAZ 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 DDPAZ selects.

Payment of Dental Benefits

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

Notice of Decision on Claim

If no additional information is needed to process the claim, the Subscriber will receive a written decision on the claim within a reasonable time after DDPAZ receives the claim. If additional information is needed and, therefore, DDPAZ is unable to pay the claim, the Subscriber will receive a notice of our receipt of the claim within fifteen (15) days after DDPAZ receives the claim. If the Subscriber does not receive DDPAZ's decision within ninety (90) days after DDPAZ 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 DDPAZ 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.

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 (3) years after the earlier of:

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

GENERAL PROVISIONS

Disclosure of Information

DDPAZ will comply with federal and state law requirements regarding disclosure of information by dental plan insurers.

General Right of Recovery

If DDPAZ pays any monies or benefits under This Plan, DDPAZ has the right to be repaid to the full extent of any overpayment or error in payment. DDPAZ will be repaid by the Subscriber or any persons to whom such monies or benefits were paid by DDPAZ for the Subscriber and/or the Subscriber's covered dependents. DDPAZ's right of recovery under this provision is in addition to any rights as DDPAZ 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 Plan will be given credit toward satisfying the applicable deductibles for the same Benefit Year under This Plan. The employee or Employer Group must provide an explanation of benefits or a report indicating the amount of credit to be given with regard to the deductible. DDPAZ will likewise reduce the maximum amount for the Benefit Year by any amounts paid by the previous carrier based on data DDPAZ receives from the dentist, an Explanation of Benefits or the patient history from the DDPAZ database.

Applicable Law

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

Allocation of Authority

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

DDPAZ's relationship to the Delta Dental Plan Association

The Employer Group, on behalf of itself and the Subscribers expressly acknowledges its understanding that This Plan constitutes a Plan solely between the Employer Group and DDPAZ. Delta Dental Plan of Arizona is an

independent corporation operating under a license from the Delta Dental Plan Association (DDPA), an association of independent Delta Dental Plans. DDPA permits DDPAZ to use the Delta Dental Service Marks in the State of Arizona and DDPAZ is not contracting as an agent of the association. The Employer Group on behalf of itself and the Subscribers acknowledges and agrees that it has not entered into the contract based upon representations by any person other than DDPAZ. The Employer Group also agrees that no person, entity, or organization other than DDPAZ will be held accountable or liable to the Employer Group for any of the DDPAZ obligations to the Employer Group or to the Subscribers created under This Plan. This paragraph will not create any additional obligations whatsoever on the part of DDPAZ other than those obligations created under the provisions of This Plan.

Coordination of Benefits

If any services covered under This Plan are also provided under any other Employer Group dental coverage, DDPAZ 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). The Dental Benefits Booklet that is a part of This Entire Plan contains a detailed description of the coordination of benefits provisions and order of payment.

COBRA

For purposes of COBRA (or comparable provisions of other state or federal law), if applicable, the Employer Group will be the "Plan Administrator". The Employer Group is responsible for any liability arising out of the requirements of COBRA (or comparable provisions of other state or federal laws).

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 DDPAZ under This Plan. 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 DDPAZ. DDPAZ specifically reserves the right to rescind the Subscriber's coverage in the event of a fraudulent or otherwise intentional material misrepresentation, in which case DDPAZ also reserves the right to recover any amounts paid on behalf of the Subscriber from 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 DDPAZ.

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 an employee or dependent 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 DDPAZ reserves the right to recover for overpayments made as a result of such errors, omissions or delays

Notice

All notices and other communications to a Party (to DDPAZ from the Employer Group or to the Employer Group from DDPAZ) 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 in Exhibit B 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 Plan, if any provisions of This Plan, including, the Appendices, the Dental Benefits Booklet, Appeals Packet 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 Plan will be construed and enforced as if the provision had never been a part of it; the remaining provisions of This Entire Plan will remain in full force and effect.

**SUMMARY OF BENEFITS
Delta Dental Plan of Arizona
Employer Group Dental Plan
PREMIER**

GROUP NAME: Maricopa County

GROUP NUMBER: #

ORIGINAL PLAN DATE: January 1, 2006

Plan type: Delta AZ

Student Age: 19-25

SUMMARY OF BENEFITS

BENEFIT YEAR:

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

PLAN YEAR:

This is the period for which these Plan benefits apply.

DEDUCTIBLE*: \$75.00 per Person \$150.00 per Family

BENEFIT YEAR MAXIMUM= \$3,000.00 per Person; per Benefit Year

*Waived for Routine and Orthodontic Services

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 PLAN.

ROUTINE SERVICES (Deductible does not apply to these services)

100%

Diagnostic

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

Preventive

- Topical Application of Fluoride (children to the age of nineteen (19) – (Three in a benefit year).
 - Routine Cleanings (limited to three 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 (lost or have not or will not develop) posterior primary (baby) teeth and permanent first molars) up to age of nineteen (19).
 - Sealants for Children (Once in a three (3) year period for permanent molars & bicuspid up to age nineteen (19).
 - Emergency: (Palliative treatment) Treatment for the relief of pain.
-

BASIC SERVICES (Deductible does apply to these services)

80%

Restorative

- Fillings consisting of silver amalgam; and, for front teeth only, synthetic tooth color fillings
- Stainless Steel Crowns (For primary (baby) teeth only).

Oral Surgery

- Extractions

Periodontics

- Treatment of Gum Disease (Non-surgical-once every two (2) years/Surgical once every two (2) years per area of the mouth).
- Periodontal maintenance following periodontal treatment (limited to two cleanings per year in addition to routine cleanings)

Endodontics

- Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth)

Bridge and Denture Repair

- Repair of such appliances to their original condition including relining of dentures. Subsequent denture relining or rebasing limited to one every thirty five (35) months thereafter.

MAJOR SERVICES (Deductible does apply to these services)

50%

Restorative

- Cast Crowns – Jackets-Implants- Onlays- Inlays Synthetic posterior fillings (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 –Relining or rebasing if provided within six months of insertion by the same dentist. - Does not provide for lost, misplaced, or stolen bridges or dentures. (Five (5) year waiting period for replacement last performed).
- Partial Dentures –Relining or rebasing if provided within six months of insertion by the same dentist.- Does not provide for lost, misplaced, or stolen bridges or dentures. (Five (5) year waiting period for replacement last performed).

ORTHODONTIC SERVICES - (child(ren) & adult)

50%

For Adults & children age 8 and older, Benefits are limited to a maximum of three thousand dollars (\$3,000) per lifetime of the patient. This maximum is separate from the benefit year maximum for your other dental benefits.

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

The following are Eligible Employees in addition to the Eligible Employees included in your Benefits Booklet:

***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*

**Delta Dental Plan of Arizona
Employer Group Dental Plan
ORTHODONTIC RIDER**

In consideration of payments, and subject to all of the terms and conditions thereof, except as herein otherwise specified, DDPAZ agrees to provide Orthodontic Benefits to eligible persons, as follows:

2. Orthodontics are defined as all the necessary procedures of treatment by a licensed dentist for the correction of malposed teeth of adult and children age eight (8) or older, limited to payment of monthly or other periodic charges through completion of treatment or to the date eligibility terminates, whichever occurs first.
2. DDPAZ shall pay or otherwise discharge fifty percent (50%) of the lesser of the usual, customary and reasonable fees or the fees actually charged for Orthodontic Services, provided that the amount payable with respect to Covered Orthodontic Services provided by a dentist who is not a Participating Dentist shall not exceed the prevailing fee for such services within the state, as determined by DDPAZ through confidential fee surveys filed with DDPAZ by Participating Dentists.
3. The lifetime maximum amount payable by DDPAZ for Orthodontics rendered to an eligible patient shall be three thousand dollars (\$3,000).

LIMITATIONS AND EXCLUSIONS

In addition to the Exclusions and Limitations stated in the Group Benefit Booklet to the attached Plan, the following shall apply to Orthodontics:

- (a) Benefits are provided only if the first active appliance was inserted while the patient was covered for this benefit under this Plan or, if applicable, an immediately preceding orthodontic plan provided by Applicant.
- (b) DDPAZ will not make any payment for repair or replacement of an Orthodontic appliance furnished under this Plan or any previous Plan provided by Applicant.
- (c) Benefit payments shall be distributed over the course of treatment as follows:
 - (1) One-half (1/2) of the pre-calculated maximum amount allowed will be paid upon insertion of the appliance/initial banding.
 - (2) After six (6) months from the date the appliances were placed, DDPAZ will make payment for the balance of the pre-calculated maximum amount payable.
- (d) The obligation of DDPAZ to make periodic payments for an orthodontic treatment plan will cease on the earliest date that:
 - (1) Treatment is terminated for any reason prior to completion of care,
 - (2) The Eligible Patient is no longer covered under this Plan,
 - (3) This Plan is terminated

**PERFORMANCE GUARANTEES
DELTA TO PROPOSE**

TAT - 90% in 14 calendar days - Receipt date to day of adjudication. Day of Adjudication not included. - 2% penalty.

Financial Accuracy - 99% - total dollars paid correctly/total dollars paid. Under/over payments are NOT offsetable. - 1% penalty.

Payment Accuracy - 95% - frequency of correct payments. Total claims paid w/o errors/total claims paid. - 1% penalty.

Processing Accuracy - 95% - overall Accuracy. Total claims paid w/o errors (including non-financial errors) total claims paid. - 1% penalty.

ASA - 30 seconds - average speed of answer, aggregate number. - 2% penalty.

Abandonment - 5%. - 2% penalty.

ID Cards after initial enrollment and ongoing - mailed out 14 business days after electronic eligibility is loaded. - 1% penalty.

Penalty Percentages listed above are based on Plan Year Premium. - Reporting will be quarterly.

Implementation Plan - 1st Year only - Process to begin 90 days after Award of Plan. Open enrollment ID Cards mailed out prior to benefit year. See Exhibit A - 5% penalty.

Penalty Percentage based upon Plan Year Premium.

**MARICOPA COUNTY
COVERED DENTAL SERVICES
DELTA DENTAL PLAN OF ARIZONA
EXHIBIT C**

ROUTINE SERVICES **100%**

DIAGNOSTIC:

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

PREVENTIVE:

Routine Cleanings (limited to twice in a benefit year, or one difficult cleaning may be exchanged for one routine cleaning. However, the difficult cleaning is limited to not more than once in a five-year period.)

Topical Application of Fluoride (children through age 17 -Twice in a benefit year)

Sealants for Children (Once per three-year period for permanent molars & bicuspids up to age 19)

Space Maintainers (For missing posterior primary (baby) teeth)

EMERGENCY: (Palliative treatment)

Treatment for the relief of pain

BASIC SERVICES **80%**

RESTORATIVE:

Fillings consisting of silver amalgam; and, for front teeth only, synthetic tooth color fillings

Stainless Steel Crowns (For primary (baby) teeth only)

ORAL SURGERY:

Extractions

ENDODONTICS: Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth)

PERIODONTICS:

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

Periodontal maintenance following periodontal treatment (limited to two cleanings per year in addition to routine cleanings)

BRIDGE AND DENTURE REPAIR:

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

MAJOR SERVICES **50%**

PROSTHODONTICS:

Bridges (Does not provide for lost, misplaced or stolen bridges or dentures.)

Partial Dentures (Five-year waiting period for replacement last performed)

Complete Dentures

RESTORATIVE: (Five-year waiting period for replacement last performed)

Cast Crowns - Jackets – Onlays – Inlays – synthetic posterior fillings - Implants

ORTHODONTIC SERVICES: **50%**

For adults & children age 8 and older, and benefits are limited to a maximum of \$3,000 lifetime of the patient. This maximum is separate from the calendar year maximum for your other dental benefits.

CALENDAR YEAR BENEFIT MAXIMUM: **\$2,000**

CALENDAR YEAR DEDUCTIBLE: \$50.00 per Person; \$100.00 per Family

Note: Deductible does not apply to Class I (Routine Services)

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

BENEFITS SUBJECT TO ALL PROVISIONS, TERMS & CONDITIONS OF THE GROUP CONTRACT.

**MARICOPA COUNTY
COVERED DENTAL SERVICES
DELTA DENTAL PLAN OF ARIZONA
EXHIBIT C-1**

ROUTINE SERVICES **100%**

DIAGNOSTIC:

Exams, evaluations or consultations (Three times in a benefit year)
 X-rays: Full Mouth/Panorex or vertical bitewings (Twice in a three-year period)
 Bitewing (Three times in a benefit year)
 Periapical

PREVENTIVE:

Routine Cleanings (limited to three in a benefit year, or one difficult cleaning may be exchanged for one routine cleaning. However, the difficult cleaning is limited to not more than once in a five-year period.)

Topical Application of Fluoride (children through age 17 –Three times in a benefit year)

Sealants for Children (Once per three-year period for permanent molars & bicuspids up to age 19)

Space Maintainers (For missing posterior primary (baby) teeth)

EMERGENCY: (Palliative treatment)

Treatment for the relief of pain

BASIC SERVICES **80%**

RESTORATIVE:

Fillings consisting of silver amalgam; and, for front teeth only, synthetic tooth color fillings

Stainless Steel Crowns (For primary (baby) teeth only)

ORAL SURGERY:

Extractions

ENDODONTICS: Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth)

PERIODONTICS:

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

Periodontal maintenance following periodontal treatment (limited to two cleanings per year in addition to routine cleanings)

BRIDGE AND DENTURE REPAIR:

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

MAJOR SERVICES **50%**

PROSTHODONTICS:

Bridges (Does not provide for lost, misplaced or stolen bridges or dentures.)

Partial Dentures (Five-year waiting period for replacement last performed)

Complete Dentures

RESTORATIVE: (Five-year waiting period for replacement last performed)

Cast Crowns - Jackets – Onlays – Inlays – synthetic posterior fillings - Implants

ORTHODONTIC SERVICES: **50%**

For adults & children age 8 and older, and benefits are limited to a maximum of **\$3,000** lifetime of the patient. This maximum is separate from the calendar year maximum for your other dental benefits.

CALENDAR YEAR BENEFIT MAXIMUM: **\$3,000**

CALENDAR YEAR DEDUCTIBLE: \$75.00 per Person; \$150.00 per Family

Note: Deductible does not apply to Class I (Routine Services)

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

BENEFITS SUBJECT TO ALL PROVISIONS, TERMS & CONDITIONS OF THE GROUP CONTRACT.

DELTA DENTAL OF ARIZONA, 5656 WEST TALAVI BLVD. GLANDALE, AZ 85306
15648 NORTH 35TH AVENUE, PHOENIX, AZ 85053

Terms: NET 30

Vendor Number: W000000482 X

Telephone Number: 602/938-3131

Fax Number: 602/588-3921

Contact Person: Stacey Grosshans

E-mail Address: sgrosshans@deltadentalaz.com

Company Web Site: www.deltadentalaz.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2009 2012.**