



## Delta Dental PPO (Standard)

This Contract is effective the 1<sup>st</sup> day of January 2022, by and between Associates of Pediatric Therapy LLC, hereinafter referred to as the "Contractor", and Delta Dental of Kentucky, Inc., a Kentucky not-for-profit corporation, hereinafter referred to as "Delta Dental".

### Section I. Declarations

The Benefits provided are only such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the Benefits stated in this Contract; subject to all the terms of this Contract. This Declarations Section and the Summary of Dental Plan Benefits supersedes any other provision contained in subsequent sections of this Contract.

- A. **Effective Date:** January 01, 2022
- B. **First Renewal Date:** January 01, 2023
- C. **Client Number:** 713360
- D. **Rate(s):**

Employee only - \$20.87 per month per Subscriber  
 Employee and spouse - \$42.58 per month per Subscriber  
 Employee and Child(ren) - \$51.87 per month per Subscriber  
 Employee, spouse, and Child(ren) - \$76.30 per month per Subscriber

DELTA DENTAL OF KENTUCKY, INC.

CONTRACTOR

BY: \_\_\_\_\_  
President and CEO

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Witnessed By)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

---

## ***Section II. Definitions***

---

**A. Benefit Year**

means the calendar year, unless the Contractor elects a different period to serve as the Benefit Year.

**B. Benefits**

means payment for the Covered Services that have been selected under the Contract as described in the Certificate and Summary of Dental Plan Benefits.

**C. Child or Children**

means the Subscriber's natural Children, stepchildren, adopted Children, Children by virtue of legal guardianship, or Children who are residing with the Subscriber during the waiting period for adoption or legal guardianship.

**D. Certificate of Coverage or Certificate**

means the summary of dental benefits coverage issued to the Subscriber and the Contractor. The Certificate of Coverage, along with the Summary of Dental Plan Benefits reflects the agreements in this Contract. Benefits provided are subject to change as required by any state or federal law.

**E. Contract**

means this document, including, if applicable, any appendices, supplements, riders, successor agreements, and renewals now or hereafter issued or executed.

**F. Copayment**

means the percentage of the charge, if any, that the Subscriber must pay for Covered Services.

**G. Covered Services**

means the unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms and conditions of this Contract.

**H. Deductible**

means the amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Contract. If the Contractor has selected a Deductible, it will be indicated in the Summary of Dental Plan Benefits.

**I. Delta Dental**

means Delta Dental of Kentucky, Inc., a Kentucky dental service corporation providing dental benefits programs.

**J. Delta Dental Plan**

means an individual dental benefit company that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

**K. Delta Dental PPO**

means Delta Dental’s national preferred provider organization program that can reduce the out-of-pocket expenses for Eligible Persons if they receive care from a Delta Dental PPO Dentist.

**L. Dentist**

means a person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

1. **Delta Dental PPO Dentist (PPO Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO. PPO Dentists agree to accept Delta Dental’s payment and the Eligible Person’s Copayment, if any, as payment in full for Covered Services.
2. **Nonparticipating Dentist** means a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO.
3. **Out-of-Country Dentist** means a Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists are sometimes collectively referred to as “**Participating Dentists.**” Wherever a definition or provision of this Contract differs from another state’s Delta Dental Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist shall be controlling.

Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as “**Non-PPO Dentists.**”

**M. Eligible Dependent**

means (a) the Subscriber’s legal spouse and (b) any other dependents who meet the criteria for eligibility set forth in the Summary of Dental Plan Benefits and Eligibility Sections. If dependent coverage has been selected, it will be indicated in the Summary of Dental Plan Benefits.

**N. Eligible Person(s)**

means any Subscriber or Eligible Dependent under this Contract.

**O. Maximum Approved Fee**

means a system used by Delta Dental to determine the approved fee for a given procedure for a given Participating Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:

1. The Submitted Amount.
2. The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist’s contractual agreement with another dental benefits organization.

3. The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

**P. Nonparticipating Dentist Fee**

means the maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

**Q. Open Enrollment Period**

means the period of time as determined by the Contractor, during which an Eligible Person may enroll or be enrolled for Benefits.

**R. PPO Dentist Schedule**

means the maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.

**S. Processing Policies**

means Delta Dental's policies and guidelines used for adjudication and payment of claims. The Processing Policies may be amended from time to time.

**T. Rate**

means the amount, per Subscriber and Subscriber classification, that the Contractor agrees to pay Delta Dental each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

**U. Submitted Amount**

means the amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge the Eligible Person for the difference between this amount and the amount Delta Dental approves for the treatment.

**V. Subscriber**

means any person who is a member or employee of the group specified in the Summary of Dental Plan Benefits, is certified as being eligible by the Contractor, and is enrolled to receive Benefits under this Contract.

**W. Summary of Dental Plan Benefits**

means the specific provisions of this dental coverage and should be read as part of the Certificate of Coverage. The Summary of Dental Plan Benefits supersedes any contrary provision of the Contract.

**X. This Plan**

means the dental coverage established for Eligible Persons pursuant to this Contract.

---

## ***Section III. Eligibility***

---

### **A. Effective Date of Eligibility**

- 1. Initial Effective Date:** All Subscribers on the Effective Date of this Contract are immediately eligible for Benefits. If Eligible Dependents of a Subscriber are covered by this Contract, their eligibility commences on the same date as the Subscriber.
- 2. After the initial Effective Date:** For all Subscribers (and their Eligible Dependents, if dependent coverage is selected) not associated with the Contractor on the initial Effective Date of this Contract, eligibility for Benefits will begin following whichever of the following dates is applicable:
  - a.** Newly hired or rehired employees: The date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
  - b.** Spouse: Date of marriage.
  - c.** Newborn: Date of birth.
  - d.** Legal adoptions or guardianships: Date that the legal petition for adoption or guardianship becomes legally final, or the date on which the Child begins residing with the Subscriber and the Subscriber assumes responsibility for the Child while waiting for adoption or guardianship to become final.
  - e.** Stepchild: Date that the Child's natural parent becomes an Eligible Dependent.
  - f.** All others: Date that Delta Dental approves in writing the enrollment or listing of those persons, unless compelled by a court or administrative order to otherwise provide Benefits for a Child or Eligible Dependent.

### **B. General Eligibility Rules**

- 1.** No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as a Subscriber or currently listed or acknowledged that person as an Eligible Dependent, unless the enrollment or listing is otherwise allowed under this Contract. In no event will retroactive updates to eligibility be accepted for an effective date more than six months prior to receipt of the update by Delta Dental.
- 2.** Unless the eligibility requirements stated in the Summary of Dental Plan Benefits are different, an Eligible Dependent is:
  - a.** The legal spouse of the Subscriber; or
  - b.** Unmarried Children living with the Subscriber who have not yet reached the age limits stated in the Summary of Dental Plan Benefits; or
  - c.** Unmarried Children of the Subscriber who have reached the end of the calendar year of their 20<sup>th</sup> birthday, but are eligible to be claimed by the Subscriber as a dependent under the U. S. Internal Revenue Code during the current calendar year; or

- d. Unmarried Children of the Subscriber or the Subscriber's legal spouse for whom the Subscriber or the Subscriber's legal spouse is financially responsible for the medical, or dental care under the terms of a court decree or who have been named as alternate recipients under a Qualified Medical Child Support Order (QMCSO); or
  - e. Children of the Subscriber who have reached the age specified in the Summary of Dental Plan Benefits, but who were at that time (and continue to be) totally and permanently disabled by a physical or mental condition. The Subscriber must submit medical reports confirming the Child's initial or continuing total disability; or
  - f. A Child, a post-secondary, full-time student who has taken a medically necessary leave of absence from the school due to a serious illness or injury. Coverage is extended up to one year during such leave of absence.
  - g. Domestic partner if coverage is offered under Contractor's policy and is reflected in the Summary of Dental Plan Benefits.
3. These definitions and age limits of Eligible Dependents may be superseded by any applicable state or federal laws, including any requirements of the Affordable Care Act of 2010 and applicable regulations.

**C. Termination of Eligibility**

Eligibility for Benefits will terminate for all Eligible Persons under this Contract at the earlier of:

- 1. The termination of this Contract; or
- 2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

Eligibility of an individual Subscriber, and of that Subscriber's Eligible Dependents, also will terminate under the following circumstances:

- 1. The Subscriber ceases to be a Subscriber as defined by this Contract.
- 2. Lack of compliance with the eligibility requirements of this Contract.
- 3. Fraud or material misrepresentation in the submission of any claim.

Eligibility for Benefits will also automatically terminate for Children when they no longer qualify as an Eligible Dependent.

Delta Dental will not continue eligibility for any Eligible Person covered under this Contract beyond the eligibility termination date requested by the Contractor, provided that notice of the termination request is received by Delta Dental within six months of the effective date. However, if the Contractor requests that a Subscriber or Eligible Dependent's eligibility be terminated retroactively and a claim was incurred for any Eligible Person after the requested termination date, eligibility for the entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credit will be issued for any month in which claims were incurred.

An Eligible Person whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law (“COBRA”). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to an Eligible Person whose eligibility is terminated.

**D. Loss of Eligibility During Treatment**

1. If an Eligible Person loses eligibility while receiving dental treatment, Delta Dental will only pay for Covered Services received while that person was covered under This Plan.
2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60-day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental’s payment and the total fee for those services is the Subscriber’s responsibility.

**E. Continuation Coverage – COBRA**

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.E. does not apply. Contractors should consult with their legal counsel to determine how and when the law applies.
2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person’s continuation coverage period, whichever occurs first.
3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the “COBRA Grace Period”) will provide continuation coverage from the due date. A person’s coverage may be retroactively reinstated for the 60-day COBRA “election” period if the Contractor pays the applicable rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.
4. Continuation coverage will not continue beyond the termination of this Contract.
5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.E.
6. It is the Contractor’s responsibility to provide Delta Dental with proper and timely notification of any event that would terminate the person’s continuation coverage, and the

Contractor will be liable to Delta Dental for any Benefits paid or Rate due on account of any untimely, improper, or inaccurate notice. Contractor shall also be responsible for any Benefits paid or Rate due after a person does not elect COBRA coverage but before Contractor provides notice to Delta Dental of that person's termination of coverage.

7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.E. will be based on the COBRA continuation coverage rates in effect during that month.
8. A person who continues coverage will be considered to be either a Subscriber or an Eligible Dependent under this Contract and Certificate as long as coverage is provided under this Section III.E.
9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

---

## ***Section IV. Benefits***

---

Delta Dental agrees to provide Benefits to Eligible Persons under the policies and procedures of Delta Dental, including the Processing Policies, and under the terms and conditions of this Contract, including exclusions and limitations as described in the Summary of Dental Plan Benefits and Certificate of Coverage.

---

## ***Section V. Agreements***

---

### **A. Delta Dental Agrees:**

1. To provide all claims processing, service, and administration of Benefits for employees or members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Subscriber, the Certificate of Coverage and the Summary of Dental Plan Benefits provided pursuant to this Contract.
3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to people covered by this Contract. Delta Dental is not required to provide a dental appointment to an Eligible Person.
4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.
5. To make payments for Covered Services provided to Eligible Persons in the following manner:



- a. If the Dentist is a PPO Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the PPO Dentist Schedule, and the Eligible Person will be responsible for any applicable Copayments, Deductibles, Copayments, or Deductibles, or amounts that would otherwise be paid but for annual contract limits, frequency limits, or contract waiting periods. If the Dentist is not a PPO Dentist, but is a Premier Dentist, the Eligible Person will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments or Deductibles or amounts that would otherwise be paid but for annual contract limits, frequency limits, or contract waiting periods. Delta Dental will send payment directly to Participating Dentists. The Eligible Person will be responsible for the Dentist's Submitted Amount for non-covered services.
  - b. If the Dentist is a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will base payment on the lesser of the Submitted amount or the nonparticipating Dentist Fee. Delta Dental will usually send payment to the Subscriber, who is responsible for making full payment to the Nonparticipating Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.
6. To be consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.
  7. To furnish to the Contractor for delivery to each Subscriber a statement in summary form of the essential features of the coverage of the Subscriber and to whom Benefits are payable.

**B. Contractor Agrees:**

1. To pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. To ensure timely coverage, the amount to be paid will be due by the 5<sup>th</sup> of the month of the intended coverage. For example, the Rate for April coverage is due on April 5<sup>th</sup>. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing. Delta Dental may terminate coverage for non-payment of the Rate.

Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

- a. Information provided upon enrollment proves to be in error;
  - b. Terms and provisions of the Contract are violated;
  - c. Initial size or composition of the group changes to the extent it adversely affects the Rates; or,
  - d. Monthly invoices are not paid as billed.
- Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole

discretion, implement the adjustment, implement an alternative adjustment, or cancel this Contract.

2. To enroll as Subscribers with Delta Dental all eligible employees or members of the Contractor who enroll for Benefits and to list, if covered, all Eligible Dependents of those employees or members, to the extent required under the Contract. The Contractor will provide Delta Dental with updates to Subscribers and, if applicable, all Eligible Dependents as necessary, but no less than monthly and no later than six months following the effective date of those updates. No retroactive updates, additions, or terminations to eligibility will be accepted for an effective date more than six months from the date of receipt by Delta Dental.
3. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the Subscribers and Eligible Dependents submitted to Delta Dental. Clerical errors or delays in keeping or relaying data will not invalidate eligibility that would otherwise be validly in force or continue eligibility that would otherwise be validly terminated if, after discovery of the errors or delays, an equitable adjustment of the Contractor's payment can be made in a reasonable period of time not to exceed six months.
4. To provide each Subscriber with a Certificate of Coverage and Summary of Dental Plan Benefits provided under this Contract and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time. Delta Dental will provide said documents to the Contractor for distribution at the Contractor's expense.
5. To collect and remit to Delta Dental any amounts that the Contractor's employees or members are required to pay to Delta Dental under this Contract or any written employment contracts, including amounts for COBRA continuation coverage. Any amounts not collected will be the responsibility of the Contractor.

Should the Contractor collect any amounts paid by employees or members and not remit them to Delta Dental in a timely fashion, with the result that an Eligible Person's coverage is terminated, the Contractor, not Delta Dental, will be liable for any Benefits to which the Eligible Person may have been entitled but for the Contractor's tardy remittance or failure to remit, unless, after discovery of the errors or delays, an equitable adjustment of the Contractor's payment can be made in a reasonable period of time not to exceed six months.

---

## ***Section VI. General Provisions***

---

- A. Contract Administration. Eligible Persons shall have only the rights and benefits as set forth in this Contract and the Certificate. Delta Dental shall determine the administration of benefits in such a manner that has a rational relationship to the terms set forth in this contract. However, Delta Dental has complete discretion to determine the administration of Benefits. This includes, without limitation, determinations of whether services, care, treatment or supplies are dentally necessary or investigational, whether services are cosmetic or whether charges are reasonable. Such a determination shall be final. An Eligible Person may use all applicable appeal procedures.

Delta Dental shall have all the powers necessary and appropriate to enable it to carry out its duties in connection with the operation and administration of this Contract. This includes, without

limitation, the power to construe the Certificate and Summary of Dental Plan Benefits, to determine all questions arising under those documents, and to make, establish and amend rules, regulations and procedures with regard to the interpretation and administration of this Contract including the Certificate and Summary of Dental Plan Benefits, However, Delta Dental shall exercise all powers in such a manner that has a reasonable foundation in the provisions of the Certificate and supporting documents.

No failure or delay by Delta Dental to exercise any right or to enforce any obligation in this Contract, and no course of dealing between the Contractor and Delta Dental, shall operate as a waiver of such rights. No single or partial exercise of any right or failure to enforce any obligation shall preclude any other or further exercise thereof or the right to exercise any other right or enforce any other obligation. No notice to or demand on the Contractor in any case will entitle the Contractor to any other or further notice or demand in other circumstances without notice or demand.

- B. Limitations of Actions. No action may be filed on a claim made under this Contract after the expiration of 12 months from the date on which the claim arose or, if a claim for benefit payment, the date on which the claim was originally denied.
- C. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Eligible Persons.
- D. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.
- E. Marketing Materials. No materials will be published or distributed by the Contractor concerning this Contract until Delta Dental approves the materials.
- F. Legal Action. No action on a legal claim arising out of or related to this Contract will be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. This provision does not preclude the Contractor or an Eligible Person from seeking a decision from a jury trial within the applicable limitations period once all administrative appeals have been exhausted.
- G. Indemnification. To the extent permitted by law, Delta Dental and Contractor each agree to defend, indemnify, and hold harmless the other and its directors, officers, and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) resulting from or arising out of or in connection with its breach of this Contract, or any negligent act or omission of any of its directors, officers, or employees, unless liability for such act or omission is expressly assigned elsewhere in this Contract.

- H. Required Information. While an Eligible Person is covered by Delta Dental, that person agrees to provide Delta Dental with any information it needs to process claims and administer Benefits. This includes allowing Delta Dental to have access to his or her dental records.
- I. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or an Eligible Person in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the procedures established for determining the Benefits to which an Eligible Person is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a “full and fair review” of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Eligible Person; provided, however, that the Eligible Person may exercise his or her legal rights after this determination as described in the claims appeal procedure contained in the certificate.
- J. Statements. In the absence of fraud, all statements made by the Contractor or Eligible Persons shall be deemed to be representations and not warranties. No statement made for the purpose of effecting coverage shall void coverage or reduce benefits unless contained in a written instrument signed by Contractor or the Eligible Person, a copy of which shall be furnished to Contractor, the insured person, or the person’s beneficiary.
- K. Severability. If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Eligible Persons shall be governed by such laws.
- L. Compliance with Applicable Law. This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.
- M. Additional Services. Delta Dental may from time to time provide additional services or coverage by rider or other notice, if permitted by law. Delta Dental may withdraw those services or coverage at any time after giving notice.
- N. Notices. Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.

- O. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless Delta Dental approves them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.
- P. Subrogation and Right of Reimbursement. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Subscriber may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions. The Subscriber or his or her legal representative must do whatever is necessary to enable Delta Dental to exercise its rights and do nothing to prejudice them. If the Subscriber recovers damages from any party or through any coverage named above, the Subscriber must reimburse Delta Dental from that recovery to the extent of payments made under the Plan.
- Q. Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or materially misleading pretenses or circumstances, pays a claim that contains false or materially misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor, Subscriber, and/or Eligible Dependent, it may recover that payment from the person or entity that committed such fraud. Contractor, Subscriber, and/or Eligible Dependent authorizes Delta Dental to recover any payment determined to be based on false, fraudulent, materially misleading, or materially misrepresented information by deducting that amount from any payments properly due to the Contractor, Subscriber, and/or Eligible Dependent. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- R. Force Majeure. Neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Contract and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default under or grounds for termination of this Contract. In the event Contractor is unable to make payment due to circumstances beyond its reasonable control as identified in this Force Majeure section, Delta Dental will accept delayed payment from Contractor within a reasonable period of time. A reasonable period of time shall not exceed 30 days.

- S. Assignment of Benefits. Benefits to Eligible Persons are for the personal benefit of those persons and cannot be transferred or assigned; provided, however, that Delta Dental may pay Participating Dentists directly on behalf of Eligible Persons.
- T. Governing Laws. This Contract and corresponding Certificate for Subscribers will be governed by and interpreted under the laws of the Commonwealth of Kentucky.
- U. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for the Subscriber or an Eligible Dependent than is provided by this Contract, that law shall control over the language of this Contract.
- V. Right of Recovery Due to Overpayment. If Delta Dental determines that it has, for any reason, paid a Dentist more for dental services than is provided for under this Contract (the "Overpayment Amount"), Delta Dental has the right to recover the Overpayment Amount from the Dentist to whom the Overpayment Amount was made. Delta Dental will provide the Dentist with notice of the Overpayment Amount and the basis on which Delta Dental believes that the payment made was in excess of the amount properly due under the Contract. Should the Dentist return the Overpayment Amount, Delta Dental's right of recovery will have been satisfied. Should the Dentist fail to return the Overpayment Amount, Delta Dental reserves the right to offset the Overpayment Amount from any future payments due that Dentist for services covered by Delta Dental. Where Overpayment Amounts are recovered by means of an offset, the Overpayment and offset amounts will be properly credited to, or debited from, the affected dental Plan(s) so that all involved dental Plans will have been administered according to their terms and will have paid only the amount that is properly payable for the services provided.
- W. Entire Agreement. This Contract and the certificate constitute the entire agreement between the parties.
- X. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive an Eligible Person of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.
- Y. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. In such an instance, Delta Dental shall not have any obligation to continue paying claims, but may choose to continue doing so, at its discretion. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law. In the event of a bankruptcy preference action or any other threatened litigation, Contractor agrees to cooperate with Delta Dental and provide any necessary information.

---

## ***Section VII. Coordination of Benefits***

---

All Benefits under this Contract are subject to a Coordination of Benefits (COB) provision, if applicable, that is designed to provide maximum coverage, but not result in payment of more than 100 percent of

the total fee for a given treatment. Delta Dental will administer COB in accordance with applicable law as summarized in the Certificate of Coverage.

---

## ***Section VIII. Term and Termination***

---

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter. Delta Dental shall have the option of terminating this Contract if:

- A. The Contractor fails to make a required payment before expiration of the Grace Period specified; or
- B. Delta Dental cancels pursuant to Section V.B.1 of this Contract; or
- C. The Contractor fails to furnish Delta Dental with accurate enrollment data pursuant to Section V.B.2 of this Contract; or
- D. The Contractor permits voluntary enrollment of Subscribers and/or their Eligible Dependents unless otherwise specified in the Summary of Dental Plan Benefits; or
- E. The Contractor refuses to allow Delta Dental (by Delta Dental's auditors or other authorized representatives) to inspect the Contractor's records to verify the accuracy of Subscribers and Eligible Dependents pursuant to Section V.B.3 of this Contract; or
- F. The Contractor has otherwise materially breached this Contract.

The Contractor may voluntarily cancel this Contract if the Contractor provides Delta Dental with a 30-day written notice of intent to cancel, and pays the applicable Rate through the effective date of the termination.

---

## ***Section IX. Privacy***

---

The following companies are legally considered to be affiliates: Delta Dental of Kentucky, Inc., Dental Choice, Inc., and Dental Choice Agency, Inc.

### Our Commitment

Our goal is to help improve oral health by providing quality dental benefits to our customers. To carry out our commitment, we must collect and maintain certain information about individual subscribers and group members. We commit to safeguard our members' non-public personal financial and health information by keeping it in a secure environment and using that information in accordance with this Privacy Policy.

Delta Dental and its affiliates have always maintained high standards in protecting the privacy of our subscribers. This Privacy Policy includes examples of the types of non-public personal information we collect and the kinds of companies with whom we share such information. These examples are illustrative and should not be considered a complete inventory of our information collection, use, and sharing practices.

This document outlines Delta Dental's privacy pledge to our customers and sets out how non-public, personally identifiable health and financial information (called "Personal Information" in this document) is collected and used.

### Types of Information We May Collect

We collect and maintain Personal Information about individual subscribers and group members and their covered spouses and dependents. This may include:

- Information we receive from the individual enrollee, group member, employer, or group administrator on applications, updates or other forms. Examples would be full name, birth date, Social Security Number, phone number, and home address for members, spouses, and legal dependents.
- Information we receive about the member's transactions with us including claims and requests for eligibility information.
- Information we receive from the member's dentist or dental office. Examples include the types of dental treatment received, the dentist's charges for the treatment, co-payment amounts, X-rays, and treatment plans.
- Information we receive from other insurance companies to coordinate benefits or determine subrogation rights.

Some of the same personal information listed here may also be collected via our website. Please go to our website, [www.deltadentalky.com](http://www.deltadentalky.com) to review our online privacy statement.

### Why We Need this Information

We collect Personal Information in order to:

- Correctly identify group members and their spouses and dependents as eligible for benefits;
- Make sure that we use the correct coverage levels;
- Pay dental claims correctly and quickly;
- Perform our quality assurance procedures; and,
- Effectively respond to inquiries about coverage.

### Protecting and Disclosing Personal Information

We maintain a strict privacy policy and comply with federal and state laws and regulations to safeguard personal information. We do not disclose Personal Information about our customers or former customers to anyone, except as permitted by law. We do not sell Personal Information to anyone.

We restrict access to Personal Information about the member to only those who need that information to provide our dental products and services to the member.

We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard a member's Personal Information.

Delta Dental may use all of the Personal Information described above, as permitted by law, within our family of affiliated companies. We may also disclose Personal Information to unaffiliated entities, as permitted by law, to provide dental benefits and services to our individual subscribers and group members. Some examples would be: working with dentists and dental offices to review a claim;



contacting other insurance companies to coordinate payment of benefits; responding to a subpoena or court order; or, conducting a fraud investigation.

We also may disclose all of the Personal Information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We also may disclose information in response to requests from law enforcement agencies or State insurance authorities. All entities with whom we do business are obligated to comply with strict standards regarding security and confidentiality. The information can be used only for providing the product or service from the outside business.

#### Changes to Our Privacy Policy

If at any time, it is necessary to disclose Personal Information in a way that is inconsistent with this policy, we will give you advance notice of the change so the member of the member's group will have the opportunity to opt out of such disclosure.

The companies of Delta Dental, value their relationship with their customers and appreciate the opportunity to bring them world-class products and services.