DELTA DENTAL

Delta Dental of Idaho

DELTA DENTAL OF IDAHO ADMINISTRATIVE SERVICES AGREEMENT FOR BOISE MUNICIPAL HEALTH CARE TRUST Group #2700

THIS DENTAL PLAN SERVICE AGREEMENT ("Contract") is entered into on this 1st day of January, 2020 by and among Boise Municipal Health Care Trust, an Idaho joint public agency, hereinafter referred to as the "Trust", and Delta Dental of Idaho, an Idaho nonprofit corporation, hereinafter referred to as "Delta Dental".

WHEREAS, the Trust wishes to provide a self-funded dental benefits plan for its plan participants; and

WHEREAS, the Trust wishes Delta Dental to provide all of the administrative services for the Trust related to the Trust's Dental Plan, and Delta Dental wishes to perform such administrative services.

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants and subject to the conditions contained herein, the parties hereto agree as follows:

1. Duties of Delta Dental. Delta Dental shall provide all administrative services related to the Trust's Dental Plan, including but not limited to:

   A. Initial adjudication, processing and payment of claims;

   B. Assisting the Trust with establishing underwriting standards, if any, for the Trust's Dental Plan;

   C. To make no payments from the money received from the Trust for any services rendered to a person who is not eligible for dental benefits as defined in this agreement;

   D. Providing all customer service functions for the Trust and the Trust's Dental Plan participants;

   E. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists. Nothing shall require Delta Dental to provide a Dentist to a Subscriber or to an Eligible Dependent.

   F. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Agreement according to the standards of the dental profession in the community in which the dental procedures are rendered.

   G. To make payments in the following manner for dental services provided to Subscribers and Eligible Dependents:

      (1) If the Dentist is a Participating Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the Contract Fee. Delta Dental will send payment to the Participating Dentist and the Subscriber will be responsible for any Co-payment and/or any non-covered services.

      (2) If the Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or Delta Dental's Nonparticipating Dentist Fee. It is the Subscriber's responsibility to make full payment to the Nonparticipating Dentist. For dental services rendered by an out-of-state Dentist, Delta Dental will base payment on the lesser of the

Submitted Amount or the Contract Fee in that area, if the out-of-state Dentist is a Participating Dentist with a Delta Dental Plan in the state in which the service is rendered. If the out-of-state dentist is not a participating dentist, payment will be based on the lesser of the Submitted Amount or Delta Dental's Nonparticipating Dentist Fee.

(3) Make payments for dental services as described in the Summary of Benefits, in Appendix A, which is attached hereto and incorporated by reference herein.

H. Generating reports for the Trust, as requested by the Trust, for such items as eligibility, claims paid, cost containment, producing and distributing certain communication materials intended for the Trust's Dental Plan participants, human resources staff, and providers, including ID cards and Provider directories.

I. Maintaining adequate books and records of all transactions related to the services to be provided hereunder by Delta Dental.

2. Duties of the Trust.

A. Adoption of Trust's Dental Plan; Compliance. The Trust shall be solely responsible for establishing and adopting the Trust's Dental Plan, and for ensuring that the Trust's Dental Plan and the Trust's duties related to such plan are in compliance with any and all laws, rules and regulations currently in force or hereafter enacted that govern the Trust's Dental Plan.

B. Plan Design; Enrollment of Trust's Dental Plan Participants. The Trust shall be solely responsible for:

(1) Designing the Trust's Dental Plan, including but not limited to establishing eligibility requirements and benefit levels for the Trust's Dental Plan participants;

(2) Establishing the guidelines, criteria and procedures for enrolling the Trust's Dental Plan participants in the Trust's Dental Plan;

(3) Producing and distributing to the Trust's Dental Plan participants certain communications related to the Trust's Dental Plan, including, but not limited to, all annual enrollment packets, summaries of benefits and Summary Plan Descriptions; and

(4) Ensuring that the Trust's Dental Plan participants are duly enrolled in the Trust's Dental Plan in accordance with such guidelines, criteria and procedures; the will provide Delta Dental a weekly list of all new employees, enrollment changes, and terminations.

(5) To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Trust's records to verify the accuracy of lists of 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 Trust's payments can be made in a reasonable period of time.

3. Group-Specific Plan Requirements. With respect the Trust's Dental Plan, the parties further agree as follows:

A. Provider Access. Delta Dental shall take all actions necessary to ensure that the Trust's Dental Plan participants have access to the Delta Dental Provider network as required by the Trust's Dental Plan.

B. Reliance on Trust Data. Delta Dental's performance of administrative services pursuant to this Agreement with respect to Trust's Dental Plan is dependent upon the Trust's submission of timely, accurate and complete information as required by Delta Dental, and the Trust agrees to furnish such information to Delta Dental. The Trust understands that any failure to submit such information accurately and completely to Delta Dental within any requested time frames may delay or prevent access to the services to be provided pursuant to this Agreement. The Trust agrees that Delta Dental may rely on such information in performing its services pursuant to this Agreement and that the Trust is solely responsible for the accuracy of such information. Further, Delta Dental's services will be performed using the then-current data as provided by the Trust. Delta Dental is not responsible for, nor does Delta Dental have any liability pursuant to this Agreement or the arrangements contemplated hereby, or any applicable law, for any errors or performance failures which result from the Trust's failure to provide such information or the Trust's provision of erroneous information, or Delta Dental's use of the then-current data during the standard time period required to update information received from the Trust. Subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations established pursuant to HIPAA, Delta Dental may use data provided by the Trust for statistical, reporting or other related commercial purposes in a manner that will not disclose the identity or any other confidential information of any person.

C. Limitation of Services. The Trust acknowledges and agrees that: (i) Delta Dental does not provide, direct or control the provision of dental services to covered persons (as such terms are defined by the Trust's Dental Plan); (ii) the provision of contract provider information in any medium by Delta Dental is not the provision of dental diagnostic or treatment services, dental advice or health advice; (iii) all decisions regarding dental services are made solely by the covered person and the practitioner rendering dental services to a covered person and the results thereof are solely within the control of the provider of such dental services providing the services and the covered person(s); and (iv) Delta Dental's execution of this Agreement and the performance of its obligations hereunder do not constitute an undertaking by Delta Dental to render any dental services, or to assume or guarantee the results thereof to covered persons, or to guarantee that dental services will be rendered in accordance with generally accepted standards or procedures.

D. Plan Fiduciary Status; Discretion. The Trust, or a person designated by the Trust (other than Delta Dental), shall be the "Named Fiduciary" (as defined in ERISA Section 402(a)(2)) of Contractor's Dental Plan for which Delta Dental shall provide administrative services hereunder. As the Named Fiduciary, the Contractor, or the person designated by the Contractor (other than Delta Dental), maintains discretionary authority to review all denied claims for benefits under Contractor's Dental Plan, including, but not limited to, the determination of covered services, interpretation of the terms of Contractor's Dental Plan, and the determination of eligibility for and entitlement to any benefits in accordance with the terms of Contractor's Dental Plan. Delta Dental shall not have any discretionary authority or discretionary control respecting the management of Contractor's Dental Plan itself or its assets, if any, and the Contractor retains all responsibility and authority for the operation of Contractor's Dental Plan. Any interpretations of Contractor's Dental Plan, and any rules, practices, and procedures established for the operation of Contractor's Dental Plan shall be the sole responsibility of the Contractor.

E. Change of Law. If, based on the issuance of a ruling, order, interpretation or determination by a court or government agency or the promulgation or the taking effect of a law, regulation, or amendment to the same (all whether or not related to this Agreement), including without limitation, the enactment, taking effect or implementation of regulations related to HIPAA (collectively "changes in law"), Delta Dental, in good faith, determines that in order to comply with such changes in law, it will be necessary to increase the rates for its services to be provided pursuant to this Agreement or the arrangements contemplated herein, then Delta Dental agrees to provide the Trust 150 days notice of the effective date of such rate revision and to substantiate the request with any pertinent documents and records of Delta

Dental related to the proposed rate increase, which documents and records Delta Dental will make available to the Trust and Delta Dental for examination. If the parties cannot agree on a revised rate by the proposed effective date, then any party may terminate this Agreement by giving 60 days notice of such termination to the other parties.

F. Adjustment of Claims Payments. If any payment is made to an ineligible person for an ineligible claim, or if it is determined that more or less than the correct amount has been paid under the Trust's Dental Plan by Delta Dental, then Delta Dental shall attempt, on behalf of the Trust, to recover such payment or, when appropriate and permitted under the Trust's Dental Plan documents, adjust a benefit plan participant's later claims. However, Delta Dental shall not be required to initiate court proceedings to effect any such adjustment. If Delta Dental is unsuccessful in making any adjustment, it shall notify the Trust so that the Trust may take action against the payee, as it deems appropriate.

G. Claims Funding and Banking Arrangements. The Trust agrees that the Trust shall be solely responsible for funding the payment of benefits and expenses under the Trust's Dental Plan, either through: (i) collection of contributions from the Trust's Dental Plan participants; (ii) payment of contributions from the general assets of the Trust account maintained by the Trust, or contributions to a Trust, if applicable, the assets of which are used to pay benefits; or (iii) any combination of the foregoing. Unless otherwise specifically agreed to by Delta Dental, funding of benefits shall be made by the Trust weekly.

H. Authority. Each party hereto acknowledges, agrees and represents that it is specifically authorized to make the representations and covenants contained herein on its behalf, and that the other parties are entitled to rely upon such representations and covenants.

I. Term and Renewal. This Agreement shall become effective on the effective date of the Trust's Dental Plan and, unless otherwise terminated as provided in this Agreement, shall continue in full force and effect until the expiration of the initial term of the Trust's Dental Plan. This Agreement shall renew automatically with the renewal, if any, of the Trust's Dental Plan and shall continue in full force and effect during the period of such renewal, unless any party delivers to the other parties a notice of non-renewal not less than 60 days before expiration of the then-current term, in which case, this Agreement shall terminate upon such expiration date. Notwithstanding any such expiration or non-renewal, if requested by the Trust, or required by law, Delta Dental shall continue to provide such services as are necessary to complete the run-out of claims processing after such expiration or non-renewal of this Agreement. The Trust and Delta Dental agree to negotiate the process and terms for the run out of claims at the time of termination. Delta Dental shall, not less than 150 days prior to any renewal date of this Contract, notify the Trust of any change in rates to be effective during the renewal term of this Contract. In the event that Trust does not notify Delta Dental of its election not to renew this Contract, this Contract shall be deemed to have been renewed for a term equal to one year. Contract term and all terms and conditions of this Contract shall remain in full force and effect for the renewal term as specified in this paragraph. Provided however, the rates charged for the benefits provided hereunder shall be as set forth in Delta Dental's notice of change in rates, as provided herein, during the renewal term. All notices required pursuant to this paragraph shall be in writing and delivered to the respective party not later than the times set forth herein for giving said notice.

J. Compensation. As compensation for the services that Delta Dental renders hereunder, it shall receive:

(1). The total amount of weekly claim payments made for covered dental services.

January 1, 2020 through December 31, 2021: An administrative fee of $4.35 per employee per month for covered dental services as compensation for administration of the dental program.

The fees listed in this Section J shall not include any fees to Delta Dental for run-out of claims processing after expiration, non-renewal or termination of this Agreement. Any fees for such run-out of claims processing shall be negotiated at the time of expiration, non-renewal or termination of this Agreement, if run-out services are requested of Delta Dental by the Trust or required by law.

K. Termination. Any party may terminate this Agreement for its own convenience and without cause by written notice to the other party specifying the effective date of termination, which notice shall be delivered in accordance with the terms of this Agreement not less than 60 days before the effective date of termination. This Agreement may be terminated immediately:

(1) By either party in the event of another party's bankruptcy, insolvency, making of an assignment for the benefit of creditors, or the administration of that party's assets in any creditor's proceedings, voluntary or involuntary; or

(2) By either party upon the material breach of this Agreement by a party and that party's failure to cure such breach following 30 days prior written notice to the other party by the terminating party; or

(3) By Delta Dental upon termination, for any reason, of the Trust's Dental Plan.

L. Indemnification. Each party hereto shall indemnify, hold harmless and defend the other party, including their respective affiliates and their employees, officers, directors, agents and invitees, from and against all claims, liabilities, losses, damages, costs or expenses of any kind, including attorneys' fees or other costs of litigation incurred by the other party by reason of the indemnifying party's negligence, dishonesty, willful misconduct, or violation of law. Except as provided herein, no party assumes any of the contractual claims, obligations, liabilities or debts of any other party and shall not, by virtue of its performance hereunder, assume or become liable for any such obligations, liabilities, or debts of any other party. No party intends by this paragraph to indemnify or hold another party harmless from claims, liabilities, losses or damages suffered by such other party as a result of its own negligence, fraud, willful misconduct, or violation of law. Without prejudice to any rights of indemnification under this paragraph, each party shall cooperate with and assist each other party, at such other party's expense, in the defense of such claims as may be made by third parties against such other party arising from the provision of services under this Agreement or the performance of this Agreement.

M. Insurance. Delta Dental shall obtain and keep in force a general liability coverage policy with minimum coverage of $2,000,000/$4,000,000.

N. Notices. Any notice, which a party desires to give to the other party, pursuant to this Agreement shall be in writing.

O. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties concerning its subject matter. Except as specifically provided herein to the contrary, no amendment to this Agreement shall be binding and enforceable until it is reduced to writing and signed by the parties.

P. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

Q. Additional Actions. The parties shall take such actions and execute such documents and agreements as shall be necessary to give effect to the provisions of this Agreement.

R. No Third-Party Beneficiaries. This Agreement is entered into by and among the parties hereto solely for their benefit. Except as specifically provided herein to the contrary, the parties have not created or established any third-party beneficiary status or rights in any person or entity not a party hereto including, but not limited to, the Trust, any covered person, provider, subcontractor or other third-party, and no such third-party will have any right to enforce any right or enjoy any benefit created or established under this Agreement.

S. Inconsistency. To the extent that there is any inconsistency between this Agreement and any exhibits hereto and the underlying arrangements or the benefit plans referenced herein, this Agreement shall supersede with respect to the duties and obligations of Delta Dental but the terms of the Trust's Dental Plan shall be determinative of the right to benefits and obligations of the Trust's Dental Plan participants.

T. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assigned by any party without the prior written consent of the other party, and any attempt at assignment without such consent shall be null and void. Subject to the foregoing limitation, this Agreement shall be binding upon the parties and their respective successors and assigns.

U. Supervening Law. If any legislation, regulation, rule, court decision, ruling or policy of any government agency or standard or policy of any accrediting body (collectively, "supervening law"), based upon the opinion of qualified legal counsel, materially increases the exposure of a party to legal liability, a governmental enforcement proceeding, denial or material reduction in reimbursement from a third-party payer or a default under any term or condition of a party's agreement with a third party, or if such supervening law materially impairs the operation of this Agreement, then the parties shall attempt to amend this Agreement so as to avoid any such consequence. If the parties, acting in good faith, are unable to amend this Agreement so as reasonably to avoid such consequence, this Agreement shall terminate.

V. Contractors. Dentists providing services are independent contractors, and neither the Trust 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 under this Contract.

W. Services. All Dentists, Subscribers, and Eligible Dependents, by performing or receiving services under this Contract, are bound by all its terms.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed as of the day and year above first written.

ACCEPTED:

DELTA DENTAL OF IDAHO, INC.

By: Greg S Parker

President and Chief Executive Officer

Date: August 27, 2019

ACCEPTED:
BOISE MUNICIPAL HEALTH CARE TRUST

By: Kiley Stewart

Print Name: Kiley Stewart

Title: ~~Trustee~~ K Director of HR

Date: 9/5/19

DELTA DENTAL

Delta Dental of Idaho

APPENDIX A
ATTACHMENT TO ADMINISTRATIVE SERVICES AGREEMENT

BOISE MUNICIPAL HEALTH CARE TRUST
GROUP #2700

Section I. Covered Services Summary

	Comprehensive Active/COBRA 0000 Retiree under 65 0003 PPO/Premier	**Core** Active/COBRA 0001 Retiree under 65 0004 PPO/Premier	**Preventive** Active/COBRA 0002 Retiree under 65 0005 PPO/Premier
Class I Benefits Diagnostic and Preventive Services Radiographs	100%	100%	100%
Class II Benefits Oral Surgery Services Endodontic Services Periodontic Services Minor Restorative Services	80%	80%	80%
Class III Benefits Major Restorative Services Prosthodontic Services	70%	50%	N/A
Deductible	$25	$25	$25
Maximum Payment	$2,000	$1,500	$500
Class IV Benefits Orthodontic Services Child and Adult	75%	N/A	N/A
Orthodontia Lifetime Maximum	$2,500	N/A	N/A

DELTA DENTAL

DELTA DENTAL OF IDAHO

Section II. Definitions

Benefits - dental services that have been selected under this Contract.

Child - the subscriber's natural children, stepchildren, adopted children, children by virtue of legal guardianship.

Contract - this document, including, if applicable, any appendices, supplements, riders, amendments, endorsements, successor agreements, or renewals now or hereafter issued or executed.

Contract Fee - the maximum dollar amount, determined in accordance with the terms of the Delta Dental service agreement and policies, rules or schedules as may from time to time be adopted by Delta Dental; that may be paid to Delta Dental participating dentists for dental services provided to subscribers and eligible dependents.

Copayment - the benefit payment that the subscriber must pay for Covered Services.

Covered Services - the dental services selected for benefits subject to the terms and conditions of this Contract.

Deductible - the amount an individual and/or a family must pay toward Covered Services before Delta Dental begins paying for services under this Contract.

Delta Dental - Delta Dental of Idaho, Inc.

Dentist - a person licensed to practice dentistry in the state or country in which dental services are rendered.

- Delta Dental PPO or Premier Participating Dentist - a dentist who has signed an agreement with Delta Dental to participate. The Delta Dental PPO or Premier participating dentist accepts Delta Dental's payment and the patient's copayment, if any, as payment in full.

- Non-participating Dentist - a dentist who has not signed an agreement with Delta Dental, or a Delta Dental participating plan in another state, to participate with Delta Dental. Non-participating dentists can bill the patient for the difference between the amount charged by the dentist and the amount allowed by Delta Dental. It is the subscriber's responsibility to make full payment to the non-participating dentist.

Denturist - a person licensed in the state or country in which dental services are rendered to engage in the practice of denturism.

Dental Hygienist - a person licensed to practice dental hygiene who is acting under the supervision and direction of a dentist.

Eligible Dependent - the subscriber's legal spouse and any other dependents who meet the criteria for eligibility under this Contract.

Maximum Payment - the maximum dollar amount Delta Dental will pay in any benefit year or lifetime for covered dental services.

Non-participating Dentist Fee - the maximum amount allowed per procedure for services rendered by a non-participating dentist.

Participating Dentist Fee - the maximum amount allowed for services rendered by a Delta Dental participating dentist.

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

Rate - the amount, per subscriber and subscriber classification, the Trust agrees to pay Delta Dental each month.

Submitted Amount - the fee a dentist bills to Delta Dental for a specific treatment.

Subscriber - all eligible persons who:

1. Are employees certified as being eligible by the Trust; and
2. Receive compensation from the Trust; and
3. Are members of the group specified in this Contract.

Section III. Eligibility

A. Effective Date of Eligibility:
   1. Initial effective date: All persons enrolled as subscribers or listed or acknowledged as an eligible dependent on the effective date of this Contract are immediately eligible for dental benefits. Married enrollees may enroll separately or under one enrollment card.

      Union members only may dually cover any or all dependents with internal dual coverage allowed up to one maximum benefit.

      There is no internal dual coverage allowed for nonunion members.

      In the circumstance where an employee is a union member and the spouse is a general employee, the union member may cover all family members but the general employee may only enroll themselves. They may NOT dually cover the family members covered by the union spouse.

   2. After the initial effective date: For all subscribers (and their eligible dependents, if specified in this Contract) not associated with the Trust on the initial effective date of this Contract, eligibility for dental benefits will begin on the first day of the month following whichever of the following dates is applicable:

      a. Newly hired or rehired employees: The date for which employment compensation begins plus the number of days specified as the eligibility period in the Declarations Section.

      b. Spouse: Date of marriage.

      c. Newborn: Date of birth.

      d. Legal adoptions or guardianships: Date of placement when the legal petition for adoption or guardianship becomes legally final. Placement means physical placement in the care of the adopting health plan subscriber. An adopted newborn, or newborn child placed with the adoptive subscriber more than 60 days after the birth of the adopted child shall be covered from and after the date the child is placed. An adopted newborn child placed with the adopting subscriber within 60 days of birth may be added to the adopting subscriber's plan as a newborn dependent. If physical placement is prevented due to the medical needs of the child, "placed" means the date the adopting health plan subscriber signs an agreement for adoption of the child and assumes financial responsibility for the child. The due date for payment of any additional premium, if required, shall be not less than thirty-one (31) days following receipt by the Trust of a billing for the required premium. The Trust will notify the subscriber if any additional premium is owing.

      e. Coverage shall be provided for newborn children with congenital anomalies. "Congenital anomaly" means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental

defect or disease. The term significant deviation is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, -webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

f. Stepchild: Date that the child's natural parent becomes a dependent eligible for dental benefits.

B. General Eligibility Rules:
1. No person will be eligible for dental benefits under this Contract unless the Trust has either currently enrolled that person as a subscriber or currently listed or acknowledged that person as an eligible dependent.
2. Unless the eligibility requirements stated in the Declarations Section are different, an eligible dependent is:

a. The legal spouse of the subscriber; or

b. A child of the subscriber who has not yet reached the end of the calendar month of his or her 25th birthday; and

c. An unmarried child who receives more than one half (1/2) of his financial support from the parent during the current calendar year; or

d. A child of the subscriber or the subscriber's legal spouse if, pursuant to a court decree, the subscriber or the subscriber's legal spouse is financially responsible for the medical, health, or dental care of the child; or

e. An unmarried dependent child age 25, unless otherwise specified in this Contract, may continue to be eligible as a dependent if the dependent is medically certified as disabled and financially dependent upon the parent. The child must receive more than one half (1/2) of his financial support from the parent during the current calendar year. If requested by Delta Dental, a physician's certificate must be submitted confirming the child's initial or continuing total disability.

C. Termination of Eligibility:
Eligibility for dental benefits will terminate for all subscribers and dependents under this Contract at the earlier of:

1. The termination of this Contract; or

2. The last day of the month for which payment has been made if the Trust fails to make the payments required by this Contract.

Eligibility of an individual subscriber, and of the eligible dependents of that subscriber, will also terminate if that subscriber ceases to be a subscriber as defined by this Contract. An eligible dependent also terminates upon failure to meet the eligibility requirements of this Contract. In no event will eligibility for any person covered under this Contract continue beyond the date Delta Dental is advised by the Trust to terminate that person's eligibility. A person whose eligibility is terminated may not transfer to an individual direct payment contract with Delta Dental or may not continue group coverage under this Contract, unless required by law.

D. Loss of Eligibility During Treatment:
1. If a subscriber and/or eligible dependent lose eligibility while receiving dental treatment, only Covered Services received while that individual was eligible under the plan will be payable.

2. Procedures begun before the loss of eligibility may, at Delta Dental's sole option, be covered if the services were completed within a 60-day period measured from the date of the loss of eligibility. In those cases, Delta Dental evaluates those services in progress to determine what portion will be paid by Delta Dental. The balance of the total fee is the subscriber's responsibility.

E. Continuation Coverage - COBRA:

1. The other provisions of this section notwithstanding, eligibility for dental benefits will continue for an individual who is required to be provided with, and elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided: Continuation coverage is required to be provided under COBRA.

2. The Trust notifies Delta Dental that the individual is eligible for benefits. Coverage shall only be in effect up to the first day of the month after the individual notifies the Trust that he or she no longer wants coverage from Delta Dental or until the end of the individual's continuation coverage period, whichever occurs first. Further, coverage shall only remain in effect to the last day of the month for which payment has been made to Delta Dental by the Trust. However, an individual's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Trust pays the applicable rate for the period. Delta Dental may, at its sole option and without notice, continue coverage, if legally required. Coverage will not continue beyond the termination of this Contract.

3. The individual is responsible for the costs of any service provided after an individual is no longer eligible for continuation coverage. Proper and timely notification should be given to Delta Dental by the Trust to terminate the individual's coverage. The monthly rate that the Trust must pay on behalf of any individual who is provided coverage under this subsection will be based on the COBRA continuation coverage rates then in effect during that month. An individual who continues coverage will be considered either a subscriber or an eligible dependent under this Contract as long as coverage is provided under this section.

4. Delta Dental does not assume any of the obligations assigned by COBRA to the Trust or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Trust agrees that it will perform those obligations in full.

Section IV. Benefits

Types of Dental Benefits
Delta Dental agrees to provide benefits to subscribers and eligible dependents under the policies and procedures of Delta Dental, including the Processing Policies, and under the terms and conditions of this Contract, including, but not limited to, the following classifications, exclusions, and limitations.

Benefits will be divided into the following classes unless otherwise specified in the Declarations Section:

A. Class I Benefits:
Diagnostic and Preventive Services - Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include examinations, prophylaxis, and fluoride treatments

Radiographs - X-rays as required for routine care or as necessary for the diagnosis of a specific condition.

Emergency Palliative Treatment - Emergency treatment to temporarily relieve pain.

B. Class II Benefits:
Oral Surgery Services - Extractions and dental surgery, including pre- and postoperative care.

Endodontic Services - The treatment of teeth with diseased or damaged nerves (for example, root canals).

Periodontic Services - The treatment of diseases of the gums and supporting structures of the teeth. This includes periodontal maintenance following active therapy.

Minor Restorative Services - Services to rebuild and repair natural tooth structure when damaged by disease or injury. Minor restorative services include amalgam (silver) and resin (white) fillings.

C. Class III Benefits:
Major Restorative Services - Services to rebuild and repair natural tooth structure when damaged by disease or injury. Major restorative services include crowns when teeth cannot be restored with a filling.

Prosthodontic Services - Services and appliances that replace missing natural teeth (such as bridges, partial dentures and complete dentures).

D. Class IV Benefits:
Orthodontic Services - Services, treatment, and procedures to correct malpositioned teeth.

E. Health through Oral Wellness® (HOW®) Program:
Delta Dental of Idaho's innovative Health through Oral Wellness® (HOW®) program works with existing dental benefits to help Delta Dental customers achieve and maintain better oral wellness. By taking an oral health assessment with the dentist, HOW provides additional benefits at no extra cost based on specific oral health risks and needs.

As a participant in the Health through Oral Wellness® (HOW®) program, the enrollee may be eligible for additional preventive benefits, subject to the annual maximum, deductible, co-insurance and/or co-pays and other standard policy provisions. These additional preventive benefits may include more frequent prophylaxis (cleanings), fluoride treatments, sealants, periodontal maintenance (gum disease treatment), full mouth debridement, cavity susceptibility tests, oral hygiene instruction, nutritional counseling, and tobacco cessation counseling.

Section V. Limitations and Exclusions

A. Limitations:
Services that are not within the classes of benefits that have been selected and are not in this Contract. The benefits for the following services are limited as follows unless specified in the Declarations Section. All time limitations are measured from the last date of service in any dental plan or paid individuals.

1. Prophylaxis, including periodontal maintenance, and oral exams are payable twice per year.

2. Bitewing X-rays are payable twice per year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three (3) year period. A panographic X-ray plus bitewings is considered a full mouth X-ray.

3. Amalgam and resin restorations are payable once within a 24 month period regardless of the number or combination of restorations placed on a surface.

4. Cast restorations (including jackets, crowns, onlays) on the same tooth are payable once in any five (5) year period.

5. Porcelain, porcelain substrate, and cast restorations are not payable for children less than 16 years of age.

6. Optional treatment: If the subscriber or eligible dependent selects a more expensive dental service than is customarily provided or for which Delta Dental determines that a valid dental need is not shown, Delta Dental may make an allowance based on the fee for the customarily provided service or to provide service for the necessary Covered Service. The subscriber is responsible for the difference in cost.

7. Scaling and root planing covered two times per quadrant per Benefit Year. Periodontal surgery is payable once per quadrant in any three (3) year period.

8. Prosthodontic (Class III) benefit limitations:

   a. One (1) complete upper and one (1) complete lower denture are benefits once in any five (5) year period for any individual.

   b. A partial denture, full denture or fixed bridge are benefits once in any five (5) year period.

   c. Fixed bridges and removable cast partials are not payable for children less than 16 years of age.

   d. A reline or the complete replacement of denture base material is limited to once in any two (2) year period per appliance.

9. Preventive fluoride treatments are payable for children less than 23 years of age, twice per benefit period.

10. Orthodontic (Class IV) benefit limitations; if orthodontic services are a covered benefit listed in the Declarations Section:

    a. Orthodontic benefits are payable for eligible children of a subscriber who are less than 19 years of age, unless otherwise specified in the Declarations Section.

    b. If the treatment plan is terminated before completion of the case for any reason, Delta Dental's obligation will cease with payment for services rendered up to the date of termination.

    c. The dentist may terminate treatment, with written notification to Delta Dental and to the patient, for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment of benefits ends on the last day of the month in which the patient was last treated.

    d. Any charge for the replacement or repair of an orthodontic appliance furnished under any Delta Dental program will not be paid by Delta Dental and will be the responsibility of the patient.

    e. Payment is based on the signed Financial Agreement and/or treatment length. Initial down payment is paid on banding date followed by payments for ongoing treatment.

11. Delta Dental's obligation for payment for covered services ends on the last day of the month in which coverage is terminated under this Contract, unless otherwise specified in the Declarations Section.

12. When services in progress are interrupted and completed later by another dentist, Delta Dental will review the claim and determine the amount of payment, if any, to each dentist.

13. Maximum Payment:

    a. The maximum benefit payable in any one (1) benefit year will be limited to the amount specified in the Declarations Section of this Contract.

    b. Delta Dental's payment for orthodontic (Class IV) benefits will be limited to the lifetime maximum specified in the Declarations Section of this Contract.

14. If a plan Deductible amount is specified in the Declarations Section, Delta Dental will not be obligated to pay for, in whole or in part, any services until the Deductible amount is met.

15. Processing Policies may limit benefits. Processing Policies applied to a claim are noted on the Explanation of Benefits (EOB).

B. Exclusions:
No payment will be made by Delta Dental and all charges for the following services will be the responsibility of the subscriber:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Benefits or services that are available from any government agency, political subdivision, community agency, foundation, or similar entity. This provision does not apply to any programs provided under Title XIX Social Security Act, i.e., Medicaid.

2. Services for cosmetic surgery, or dentistry for aesthetic reasons.

3. Services or appliances started before an individual became eligible under this Contract.

4. Prescription drugs, pre-medications and/or relative analgesia. General anesthesia and/or intravenous sedation other than for covered oral surgery. Charges for hospitalization, laboratory tests, and examinations and any additional fees charged by the dentist for hospital treatment.

5. Preventive control programs, including home care items.

6. Charges for failure to keep a scheduled visit with the dentist.

7. Repair, relines, or adjustments of occlusal guards.

8. Charges for completion of forms. A participating dentist may not make these charges to a subscriber or eligible dependent.

9. Prosthodontic services (Class III benefits), unless specified as a Covered Service in the Declarations Section.

10. Orthodontic services (Class IV benefits), unless specified as a Covered service in the Declarations Section.

11. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances.

12. Services for which no valid dental need can be demonstrated, that are specialized techniques, or that are experimental in nature as determined by the standards of generally accepted dental practice.

13. Appliances, surgical procedures, and restorations for increasing vertical dimension; for restoring occlusion; for replacing tooth structure loss resulting from attrition, abrasion, or erosion. If orthodontic benefits have been selected under this Contract, this exclusion will not apply to the orthodontic services.

14. Treatment by other than a dentist, except for services performed by a licensed dental hygienist or denturist within the scope of his or her license.

15. Processing Policies may limit benefits. Processing Policies applied to a claim are noted on the Explanation of Benefits (EOB).

16. Services or supplies for which no charge is made, or for which the patient is not legally obligated to pay. This includes services or supplies furnished by a dentist who is related to the patient by blood or who is related to the patient by blood or marriage and who ordinarily dwells in the patient's household, the dentist providing service to him/her self, or services which would not have a charge in the absence of Delta Dental coverage.

17. Services or supplies received as a result of defect, or injury due to an act of war, declared or undeclared.

18. Services that are covered under a hospital, surgical/medical, or prescription drug program.

19. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).

20. Myofunctional Therapy.

21. Delta Dental is not obligated to pay claims received more than 12 months after the date of service.

22. Nutritional counseling, tobacco counseling and oral hygiene instruction are not covered benefits except for participants in Delta Dental's Health through Oral Wellness® (HOW®) program.

Section VI. General Provisions

A. Dentists providing services are independent contractors, and neither the Trust 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 under this Contract.

B. All dentists, subscribers, and eligible dependents, by performing or receiving services under this Contract, are bound by all its terms.

C. Delta Dental will not honor and no payment will be made for services if a claim for those services has not been received by Delta Dental within 12 months from the date the services for the procedure were completed.

D. No materials will be published or distributed by the Trust concerning this Contract until the materials are first approved by Delta Dental.

E. No action on a claim arising out of or related to this Contract will be brought until 30 days after notice of the claim has been given to Delta Dental, nor will any action be brought more than three (3) years after the claim first arose.

F. Delta Dental shall defend, indemnify and hold harmless the Trust and its governors, officers and employees (who are acting in the course of their employment and 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 Delta Dental's breach of this Contract or any negligent act or omission of any of Delta Dental's governors, officers or employees. This provision does not apply to damages incurred by the Trust or the Trust's governors, officers or employees in connection with dental services or other medical services provided by any Participating Dentist.

To the extent permitted by law, the Trust shall defend, indemnify and hold harmless Delta Dental andits governors, officers and employees from any loss, cost or expense (including reasonable attorneyfees and court costs) resulting from or arising out of or in connection with breach of this Contract orany negligent act or omission by any of Policy Holder's governors, officers or employees.

G. While the subscriber and/or eligible dependent are covered by Delta Dental, the subscriber and/or eligible dependent agree to provide Delta Dental with any information it needs to process the claims and administer the benefits. This includes allowing Delta Dental to have access to his or her dental records.

H. Coordination of Benefits (COB):
All of the benefits under this Contract, if applicable, will be subject to a coordination of benefits provision that is designed to provide maximum coverage, but not to exceed 100 percent of the total fee for a given treatment.

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1. General:

   a. This coordination of benefits ("COB") provision applies to This Plan when an employee or the employee's covered dependent has health care coverage under more than one plan. "Plan" and "This Plan" are defined below.

      1. If this COB provision applies, you should look first at the order of benefit determination rules. Those rules determine whether the benefits of This Plan are determined before or after those of another plan. The benefits of This Plan: shall not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another plan; but

      2. May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in "Effect on the Benefits of This Plan."

2. Definitions:

   a. A Plan is any of the following that provides benefits or services for medical or dental care or treatment.

      If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

      1. Plan includes: group and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

      2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicare or any other federal governmental plans, unless permitted by law.

         Each contract or other arrangement for coverage is a separate plan. If an arrangement has two parts and COB rules apply only to one of the two, each part is a separate plan.

   b. "This Plan" is the part of this group contract that provides benefits for health care expenses.

   c. "Coordination of benefits" is a provision establishing an order in which plans pay their claims, and permitting secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed total allowable expenses.

   d. "Custodial parent" means the parent awarded custody by a court decree. In the absence of a court decree, the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation is the custodial parent.

   e. "Primary Plan/Secondary Plan:" the order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person. When This Plan is a Primary Plan, its benefits are determined before those of the other plan and without considering the other plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits. When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans and may be a Secondary Plan as to a different plan or plans.

f. "Allowable Expense" is the maximum amount allowed for health care when the item of expense is covered by this plan. However, This Plan is not required to pay for an item, service, or benefit which is not a part of This Plan's contract. When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and benefit paid.

3. Order of Benefit Determination Rules:

a. When there is a claim under This Plan and another plan, This Plan is a Secondary Plan whose benefits are determined after those of the other plan, unless:

1. The other plan has rules coordinating its benefits with those of This Plan; and

2. Both those rules and this plan's rules, in subsection (B) below, require that this plan's benefits be determined before those of the other plan.

b. This Plan determines its order of benefits using the first of the following rules which applies:

1. Individual plans shall always be secondary to group plans.

2. The benefits of the plan which covers the person as an employee, member, insured, or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is

(a) Secondary to the plan covering the person as a dependent and

(b) Primary to the plan covering the person as other than a dependent (for example, a retired employee).

3. Benefits for a dependent child whose parents are not separated or divorced shall be determined as follows:

(a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but

(b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which has covered the other parent for a shorter period of time.

However, if the other plan does not have the rules described in (a) above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

4. Benefits for a dependent child whose parents are divorced or legally separated shall be determined as follows:

(a) If the specific terms of the court decree state that one of the parents is responsible for the health care expenses of the child, the benefits of the plan of that parent are determined first. The plan of the other parent shall be the Secondary Plan.

(b) If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall be subject to the order of benefit determination contained in subdivision b (2) of this section.

If neither subparagraph (a) nor (b) applies, the order of benefits shall be determined in the following order:

(a) The plan of the parent with primary legal custody of the child;

(b) The plan of the spouse of the parent with the primary legal custody of the child;

(c) The plan of the parent not having primary legal custody of the child; and

(d) The plan of the spouse of the parent not having primary legal custody of the child.

5. The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before the benefits of a plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.

6. Continuation Coverage. If a person whose coverage is provided under a right of continuation pursuant to federal law (i.e., COBRA) or state law also is covered under another plan, the benefits of the plan covering the person as employee, member, or subscriber (or that person's dependent) shall be determined before the benefits under the continuation coverage. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.

7. Longer/shorter length of coverage. If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member, or subscriber longer are determined before those of the plan which covered that person for the shorter term.

4. Effect on the Benefits of This Plan:

a. This section applies when, in accordance with section "Order of Benefit Determines Rules," This Plan is a Secondary Plan as to one or more other plans. In that event, the benefits of This Plan may be reduced under this section. Such other plan or plans are referred to as "the other plans" in subsection (b) below.

b. Reduction in This Plan's benefits. The benefits of This Plan will be reduced to the extent that the sum of: the benefits that would be payable for the allowable expense under This Plan in the absence of this COB provision; and the benefits that would be payable for the allowable expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those allowable expenses.

5. Right to Receive and Release Needed Information:
Certain facts are needed to apply these COB rules. Delta Dental has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Delta Dental need not tell or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Delta Dental any facts it needs to pay the claim.

6. Facility of Payment:
A payment made under another plan may include an amount which should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

7. Right of Recovery:
If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of:

   A. The persons it has paid or for whom it has paid;

   B. Another plan; or

   C. The provider of service.

   The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.