Delta Dental Insurance Company
1130 Sanctuary Parkway
Alpharetta, GA 30009
(770) 641-5100
(888) 858-5252

Delta Dental PPO℠ Group Dental Insurance Contract

Montana Children's Home & Hospital, Inc. dba Shodair Children's Hospital, ("Contractholder") has applied for a group dental insurance Contract with Delta Dental Insurance Company ("Delta Dental"). The following terms will apply:

I. Contractholder will pay Delta Dental the monthly Premium stated in this Contract.

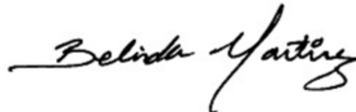
II. Delta Dental has accepted the application submitted and signed by the Contractholder. When the Contractholder pays the first month's Premium, the term of this Contract will begin at 12:01 a.m. Standard Time, on the Effective Date listed in Attachment C, Group Variables (Attachment C). The term of this Contract will end as stated in this Contract at the end of the Contract Term at 12:00 midnight Standard Time.

III. Contractholder will provide each Primary Enrollee electronic access to a certificate/Evidence of Coverage booklet supplied by Delta Dental. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request. Contractholder will also distribute to its Enrollees any notice from Delta Dental which may affect their rights under this Contract.

So long as Contractholder pays the Premiums as stated in Article 3, Delta Dental agrees to provide the Benefits described in this Contract including Attachment A Deductibles, Maximums and Contract Benefit Levels ("Attachment A) and Attachment B Services, Limitations and Exclusions (Attachment B).

This Contract is issued and delivered in the State of Montana and is governed by its laws.

Delta Dental Insurance Company



Belinda Martinez, President

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ARTICLE 1 - DEFINITIONS

Terms when capitalized in this document have defined meanings, given either in the section below or within this Contract's sections.

1.01 **Accepted Fee** -- the amount the attending Provider agrees to accept as payment in full for services rendered.

1.02 **Benefits** -- covered dental services provided under the terms of this Contract.

1.03 **Calendar Year** -- the 12 months of the year from January 1 through December 31.

1.04 **Claim Form** -- the standard form used to file a claim or request a Pre-Treatment Estimate.

1.05 **Contract** -- this agreement between Delta Dental and the Contractholder, including the attachments listed in Article 7.

1.06 **Contract Benefit Level** -- the percentage of the Maximum Contract Allowance that Delta Dental will pay after the Deductible has been satisfied as shown in Attachment A.

1.07 **Contractholder** -- the employer contracting to obtain Benefits.

1.08 **Contract Term** -- the period during which this Contract is in effect, as shown in Attachment C.

1.09 **Contract Year** -- the 12 months starting on the Effective Date and each subsequent 12 month period thereafter. Deductibles and Maximums will be determined using this 12 month period rather than on a Calendar Year basis.

1.10 **Deductible** -- a dollar amount that an Enrollee and/or the Enrollee's family (for family coverage) must pay for certain covered services before Delta Dental begins paying Benefits.

1.11 **Delta Dental PPO Contracted Fee** -- the fee for each Single Procedure that a PPO Provider has contractually agreed to accept as payment in full for covered services.

1.12 **Delta Dental PPO Provider (PPO Provider)** -- a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee as payment in full for covered services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.

1.13 **Delta Dental Premier® Contracted Fee** -- the fee for each Single Procedure that a Premier Provider has contractually agreed to accept as payment in full for covered services.

1.14 **Delta Dental Premier Provider (Premier Provider)** -- a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for covered services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.

1.15 **Dependent Enrollee** -- an Eligible Dependent enrolled to receive Benefits.

1.16 **Effective Date** -- the original date this Contract starts, as shown in Attachment C.

1.17 **Eligible Dependent** -- a dependent of an Eligible Employee eligible for Benefits under Article 2.

1.18 **Eligible Employee** -- any employee or retiree eligible for Benefits under Article 2.

1.19 **Enrollee** -- an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

1.20 **Enrollee Pays** -- Enrollee's financial obligation for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as "Delta Dental Pays" on the claims statement when a claim is processed.

1.21 **Enrollee's Effective Date of Coverage** -- the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.

1.22 **Maximum** -- is the maximum dollar amount Delta Dental will pay toward the cost of dental care. Enrollees must satisfy costs above this amount. Delta Dental will pay the Maximum, if applicable, shown in Attachment A for Benefits under this Contract.

1.23 **Maximum Contract Allowance** -- the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates payment and the Enrollee's financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

- by a PPO Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Delta Dental Provider is the lesser of the Provider's Submitted Fee or the Program Allowance.

1.24 **Non-Delta Dental Provider** -- a Provider who is not a PPO Provider or a Premier Provider and who is not contractually bound to abide by Delta Dental's administrative guidelines.

1.25 **Open Enrollment Period** -- the month of the year during which employees may change coverage for the next Contract Year.

1.26 **Pre-Treatment Estimate** -- an estimation of the allowable Benefits under this Contract for the services proposed, assuming the person is an eligible Enrollee.

1.27 **Premium** -- the amounts payable by the Contractholder monthly as provided in Attachment C.

1.28 **Primary Enrollee** -- an Eligible Employee enrolled in the plan to receive Benefits; may also be referred to as "Enrollee."

1.29 **Procedure Code** -- the Current Dental Terminology® ("CDT") number assigned to a Single Procedure by the American Dental Association.

1.30 **Program Allowance** -- the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental sets the Program Allowance for each procedure through a review of proprietary data by geographic area. The Program Allowance may vary by the contracting status of the Provider and/or the Program Allowance selected by the Contractholder.

1.31 **Provider** -- a person licensed to practice dentistry when and where services are performed or a licensed denturist in the state of Montana. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

1.32 **Qualifying Status Change** -- a change in:

- marital status (marriage, divorce, legal separation, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- employment status (change in employment status of Enrollee or Eligible Dependent);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee, dependent Spouse or child moves);
- a court order requiring dependent coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125.

1.33 **Single Procedure** -- a dental procedure that is assigned a separate Procedure Code.

1.34 **Spouse** -- a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where this Contract is issued and delivered;
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

1.35 **Submitted Fee** -- the amount that the Provider bills and enters on a claim for a specific procedure.

ARTICLE 2 - ELIGIBILITY AND ENROLLMENT

2.01 **Reporting**

Delta Dental processes eligibility as reported by the Contractholder. On or before the Effective Date, Contractholder will furnish to Delta Dental, in writing or via electronic format as agreed by Delta Dental and the Contractholder, a listing of eligible Primary Enrollees and Dependent Enrollees. Electronic format may be file transmissions, Delta Dental's web tool or a combination of the two. The listing shall include, but not be limited to, the:

- Primary Enrollees' and Dependent Enrollees': names, Enrollee ID numbers, Enrollee's Effective Date of Coverage, dates of birth, addresses and gender;
- Dependent Enrollees' dependent status; and
- Primary Enrollees' location, if applicable.

The eligibility list shall include all Eligible Employees unless the Eligible Employee waives coverage or enrolls in an alternate dental plan offered by Contractholder. The eligibility list may also include retired employees.

Thereafter, before the tenth day of each month, Contractholder must furnish to Delta Dental in the format agreed to above, a listing indicating specific additions, changes or terminations made during the prior month. An Enrollee remains enrolled until the Contractholder notifies Delta Dental of the termination. If the Primary Enrollee loses coverage or makes any change that affects an Enrollee's eligibility, Contractholder must promptly notify Delta Dental of such change.

Contractholder will notify Delta Dental in writing or in electronic media of any requests for Premium adjustments for Enrollees who should have been terminated in the event Delta Dental was not previously notified of the termination(s). Retroactivity will be adjusted up to the immediately preceding three (3) months plus the current billing month.

Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Also, Delta Dental may not pay Benefits for an Enrollee if Premiums are not paid for the month in which dental services are rendered. Delta Dental shall not be obligated to recover claims paid to a Provider as a result of Contractholder's retroactive eligibility adjustments. The Contractholder agrees to reimburse Delta Dental for any erroneous claim payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

2.02 Contractholder will permit Delta Dental to audit Contractholder's records to confirm compliance with Articles 2 and 3. Delta Dental will give Contractholder written notice within a reasonable time before the audit date.

2.03 **Eligible Employees**

Class 1
An employee working 20 or more hours per week becomes eligible on whichever is later, the Effective Date or on the first day of the month following date of hire. If the employee is hired on the first day of the month, coverage will begin on their date of hire.

Class 2
An employee working an average of 130 hours per month during a 12 month measurement period becomes eligible the first day of the month following 30 days from the end of the measurement period. Coverage will continue for up to 12 months regardless of hours worked during that time. Thereafter, hours worked per month will be subject to the next 12 month measurement period.

Retired employees are eligible for coverage as defined by the Contracholder.

2.04 **Eligible Dependents**

- Dependents are the Primary Enrollee's Spouse, a child from birth to the end of the month of their 26th birthday or a child of any age who is disabled and dependent upon the Eligible Enrollee.
- Children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of a partner as recognized by the Contractholder. Newborn infants of any person covered under this Contract are eligible from and after the moment of birth regardless of dependent status. Adopted children are eligible from the date of placement for adoption or final decree of adoption, whichever occurs first. The dependents of Primary Enrollees are eligible to enroll on the same date that the employee becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- An overage dependent child may be eligible if:
  1) he/she is incapable of self-sustaining employment by reason of intellectual disability or physical disability that began before he/she reached the limiting age;
  2) he/she is chiefly dependent on the Eligible Employee for support and maintenance; and
  3) proof of dependent 's intellectual disability or physical disability and dependency is provided within 31 days of the child's attainment of the limiting age. Such requests will not be made more than once a year following a two year period after this dependent child reaches the limiting age. Eligibility will continue as long as the dependent relies on the Eligible Employee for support by reason of intellectual disability or physical disability and dependency that began before he/she reached the limiting age.

Dependents on active military duty are not eligible.

2.05 **Enrollment of Eligible Employees and Eligible Dependents**

- If Contractholder pays the entire cost of coverage for all Primary Enrollees and Dependent Enrollees, all Eligible Employees and Eligible Dependents are automatically covered under the plan.
- If the Primary Enrollee must contribute any portion of the cost of coverage, then Eligible Employees must enroll to be covered under the plan. Enrollment must be within 31 days after first becoming eligible or during an Open Enrollment Period. Coverage cannot be dropped or changed other than during an Open Enrollment Period or because of a Qualifying Status Change.
- If the Primary Enrollee is paying all or a portion of the cost for coverage for Dependent Enrollees in the manner elected by the Contractholder and approved by Delta Dental, then Eligible Dependents must be enrolled within 31 days after the date becoming eligible or during the Open Enrollment Period. Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.
- All Eligible Dependents must be enrolled as Dependent Enrollees if dependent coverage is elected.
- A child who is eligible as a Primary Enrollee and a dependent can be insured under this Contract as a Primary Enrollee or a Dependent Enrollee but not both at the same time.

2.06 Except for an employee absent from work due to a leave of absence governed by the “Family & Medical Leave Act of 1993” (P.L. 103.3), an Enrollee will not be covered for any dental services received while a Primary Enrollee is on strike, lay-off or leave of absence. Contractholder must inform Delta Dental of any change in eligibility as required under section 2.01.

Benefits for such Primary Enrollee and his/her Eligible Dependents will resume as follows:

- If coverage is reactivated in the same Contract Year, Deductibles and Maximums will resume as if the Primary Enrollee were never gone.
- If coverage is reactivated in a different Contract Year, new Deductibles and Maximums will apply.

Coverage will resume provided the Contractholder submits the request to Delta Dental that coverage be reactivated.

If an employee is rehired within the same Contract Year, Deductibles and Maximums will resume as if the Primary Enrollee was never gone.

2.07 A Primary Enrollee loses coverage on the earlier of the last day of the month of employment, when he/she is no longer an Eligible Employee of the Contractholder or the day this Contract is terminated. The Primary Enrollee’s Spouse loses coverage along with the Primary Enrollee or when dependent status is lost. The Primary Enrollee’s children lose coverage along with the Primary Enrollee or the last day of the month when dependent status is lost.

Termination of Benefits on Loss of Eligibility
Delta Dental will not pay for Benefits for any services received by a person who is not an Enrollee at the time of treatment except for covered dental services incurred when the person was covered if such procedure is completed within 31 days of the date coverage ends. A dental service is incurred as follows:

- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

2.08 **Continued Coverage Under MMSERA**
As required under the Montana Military Service Employment Rights Act (“MMSERA”), an Enrollee covered by this Contract on the date his/her state active duty begins:

- may elect not to continue coverage during the state active duty and upon return to employment with the Contractholder resume coverage under this Contract as though no leave of absence occurred; or
- may elect to continue coverage during the state active duty without paying more than the regular employee share of the cost of coverage unless your state active duty qualifies you for coverage under the state of Montana’s health plan as an employee of the Department of Military Affairs.

2.09 **Continued Coverage Under USERRA**
As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), if a Primary Enrollee is covered by this Contract on the date his/her USERRA leave of absence begins, the Primary Enrollee may continue dental coverage for himself/herself and any covered Dependent Enrollees. Continuation of coverage under USERRA may not extend beyond the earlier of:

- 24 months, beginning on the date the leave of absence begins; or
- the date the Primary Enrollee fails to return to work within the time required by USERRA.

For USERRA leave that extends beyond 31 days, the Premium for continuation of coverage will be the same as for COBRA coverage.

2.10 **Continued Coverage Under COBRA**
When the Eligible Employees of a Contractholder are covered under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985), then in consideration of the payments specified in Article 3, Delta Dental agrees to provide the Benefits to Enrollees who elect continued coverage pursuant to this section, provided:

- continuation of coverage is required to be offered under COBRA;
- the Enrollee requests the continuation within the time frame allowed;
- the Contractholder notifies Delta Dental that the Enrollee has elected to continue coverage under COBRA;
- Delta Dental receives the required Premium for the continued coverage; and
- this Contract stays in force.

Delta Dental does not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).

ARTICLE 3 – MONTHLY PREMIUMS

3.01 Contractholder will remit to Delta Dental or its Third Party Administrator the Premium in the amount and manner shown in Attachment C for all Primary Enrollees and Dependent Enrollees.

Delta Dental will process eligibility as reported by the Contractholder.

For enrollment additions, Contractholder will remit a full month's Premium for Enrollees whose coverage is effective on the first through the fifteenth calendar day of a month. Premiums are not due to Delta Dental for Enrollees who are enrolled on the sixteenth through the last day of a month.

For enrollment terminations, Contractholder will remit a full month's Premium for Enrollees whose coverage is terminated on the sixteenth through the last calendar day of a respective month. Premiums are not due to Delta Dental for Enrollees whose enrollment is terminated on the first through the fifteenth day of a month.

3.02 This Contract will not be in effect until Delta Dental receives the first month's Premiums. Subsequent Premiums will be paid by the first day of each month. For each Premium after the first, a grace period of 30 days from the due date will be allowed for the payment of the Premium. This Contract will continue in force during this period; if the Premium remains unpaid at the end of the grace period, this Contract may be terminated by Delta Dental in accordance with the notice requirements of section 6.01.

3.03 If this Contract is terminated before the end of a Contract Term, Contractholder will pay additional charges in accordance with Article 6.

3.04 Delta Dental will not be responsible or liable for any incorrect, incomplete, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.

3.05 Delta Dental may change the monthly Premium whenever this Contract is amended as stated in section 3.06, or whenever the Contractholder requests a change in Benefits, eligibility or when due to a state and/or federal mandated change. Any change in Premium shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing and a change in Premium may not be made more frequently than once during a 12-month period, except as provided in section 3.06, 3.07 or necessitated by a state or federal law, court decision or rule adopted by an agency or competent jurisdiction of the state or federal government.

3.06 Premiums are based on the composition of the Contractholder's group at the beginning of each Contract Term. Delta Dental may propose a choice of changes in Premiums or Benefits for a 15 percent change in composition during the Contract Term, such as an increase or decrease in enrollment, change in location, change in job classifications, change in mix of active versus retiree enrollment or other similar change in the Contractholder's group composition that lasts three (3) months in a row or longer and results in an increase in cost per person of the Contractholder's group. Within 31 days of receipt of the proposed change(s), Contractholder will select one of the choices by written notice to Delta Dental. If Contractholder fails to do so, Delta Dental may select one of the choices by written notice to Contractholder. This Contract will be modified for all dental services predetermined and incurred after notice.

3.07 If, during the Contract Term, any new or increased tax, assessment or fee is imposed on the amounts payable to, or by, Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount stated in Attachment C will be increased by the amount of any such new or increased tax, assessment or fee with at least 60 days' advance written notice to Contractholder, and this Contract shall thereby be modified on the date set forth in the notice.

ARTICLE 4 - CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

4.01 Delta Dental will pay Benefits for dental services described in Attachment B when provided by a Provider and when necessary and customary under generally accepted dental practice standards. Claims will be processed in accordance with Delta Dental's standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. Delta Dental will provide notice of such changes at least 60 days in advance to the Contractholder. The Contractholder is responsible for distributing notice to Primary Enrollees.

Delta Dental will use the processing policies that are in effect at the time the claim is processed. Delta Dental may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and exclusions will be applied for the period the person is an Enrollee under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional waiting periods, if any, are shown in Attachment A. If an Enrollee receives dental services from a Provider outside the state of Montana, the Provider will be reimbursed according to Delta Dental's network payment provisions for said state according to the terms of this Contract.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the benefit payable under this Contract. If the Provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure.

A Provider may charge more than the limits of this Contract and, subsequently, may not be covered under the terms of this Contract. A PPO Provider's Contracted Fee is 20% less than Delta Dental's Montana 80th percentile Program Allowance which represents the amount that 80% of Providers in the state will accept as payment in full. Delta Dental's Montana 80th percentile Program Allowances are state-wide and are determined by the fees filed by Premier Providers in the Participating Dentist Agreement and Delta Dental's proprietary fee data. Premier Providers can file their fees at any time. Delta Dental's proprietary fee data is based on amounts submitted to Delta Dental by Providers that practice in the state of Montana.

4.02 Delta Dental's provision of Benefits is limited to the applicable portion of the Provider's fees or allowances specified in Attachment A. The Enrollee is responsible for paying the balance of any fees or allowances known as the "Enrollee Coinsurance." Contractholder has chosen to require Enrollee Coinsurances under this program as a method of sharing the costs of providing dental Benefits between Contractholder and Enrollees. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to the Enrollee, Delta Dental will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of such Enrollee Coinsurance fees or allowances that are discounted, waived or rebated.

4.03 **Deductible**
As shown on Attachment A, Delta Dental will not pay Benefits for the Deductible amount of the Maximum Contract Allowance for services received each Contract Year by an Enrollee. The annual maximum Deductible per family, if any, is shown in Attachment A. Only fees an Enrollee pays for covered services that are described in Attachment B will count toward the Deductible.

4.04 **Free Choice of Provider**
Enrollees may see any Provider for covered treatment whether the Provider is a PPO Provider, Premier Provider or a Non-Delta Dental Provider.

Locating a Delta Dental Provider
A list of PPO and Premier Providers can be obtained at Delta Dental's website (deltadentalins.com). Providers are regularly added to or deleted from the list. Enrollees are responsible for confirming with the Provider's office that a listed Provider is still a participating PPO Provider or Premier Provider. Delta Dental does not guarantee that any particular Provider will be available.

Choosing a PPO Provider
A PPO Provider potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide Benefits at a charge that has been contractually agreed upon. Payment for Benefits performed by a PPO Provider is based on the Maximum Contract Allowance.

Choosing a Premier Provider
A Premier Provider is a Delta Dental Provider who has not agreed to the features of the PPO plan. Payment for covered services performed by a Premier Provider is based on the Maximum Contract Allowance. The amount charged by a Premier Provider may be above that accepted by PPO Providers but no more than the Delta Dental Premier Contracted Fee.

Choosing a Non-Delta Dental Provider
If a Provider is a Non-Delta Dental Provider, the amount charged to Enrollees may be above that accepted by PPO Providers or Premier Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Non-Delta Dental Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Provider's Submitted Fee.

Additional Obligations of PPO and Premier Providers

- The PPO Provider or a Premier Provider must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- The PPO Provider or a Premier Provider will complete the dental Claim Form and submit it to Delta Dental for reimbursement.
- PPO and Premier Providers accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and contracted fees.

4.05 **Coordination of This Contract's Benefits with Other Benefits**
The Coordination of Benefits ("COB") provision applies when an Enrollee has health care coverage under more than one plan. Delta Dental coordinates the Benefits under this Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies.

The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the "Primary Plan." The Primary Plan must pay benefits in accordance with its contract terms without regard to the possibility that another plan may cover some expenses. If this Contract is the Primary Plan, Delta Dental will not reduce Benefits.

The plan that pays after the Primary Plan is the "Secondary Plan." If this Contract is the Secondary Plan, Delta Dental may reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total allowable expense. Additionally, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

Definitions of Terms Used in this Section

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 health 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; 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, if determined by the commissioner to be "excepted benefits" as defined in 33-22-140, MCA; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

   Each contract for coverage under (1) or (2) above is a separate plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

B. This Plan means, in this COB provision, this Contract providing the dental care Benefits to which this COB provision applies and which may be reduced because of the benefits of other plans.

C. The order of benefit determination rules determine whether this Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

   When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that all Plan benefits do not exceed 100% of the total allowable expense ("Allowable Expense").

D. Allowable Expense is a health or dental care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a Provider, by law or in accordance with a contractual agreement, is prohibited from charging a covered person is not an Allowable Expense.

   The following are examples of expenses that are not Allowable Expenses:

   (1) If an Enrollee is covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.

   (2) If an Enrollee is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.

   (3) If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

   (4) If an Enrollee is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the Provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and, if the Provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.

   (5) The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

E. Closed panel plan is a Plan that provides health or dental care benefits to covered persons primarily in the form of services through a panel of Providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other Providers, except in cases of emergency or referral by a panel member.

F. Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the Calendar Year excluding any temporary visitation.

Order of Benefit Determination Rules

When an Enrollee is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.

B. (1) Except as provided in paragraph (2), a Plan that does not contain a COB provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.

   (2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.

C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

D. Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers the person as a dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:

(a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:

(i) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or

(ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

(b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The Plan covering the Custodial parent;
- The Plan covering the Spouse of the Custodial parent;
- The Plan covering the non-custodial parent; and then
- The Plan covering the Spouse of the non-custodial parent.

(c) For a dependent child covered under more than one Plan of individuals who are the parents of the child, the provisions of (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid-off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

Effects on the Benefits of This Plan

When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If an Enrollee is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel Provider, benefits are not payable by one closed panel plan, COB shall not apply between that Plan and other closed panel plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Delta Dental may obtain facts needed from or provided to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. 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 apply those rules and determine benefits payable.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that 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 the reasonable cash value of the benefits provided in the form of services.

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 the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

COB Disputes

If an Enrollee believes that Delta Dental has not paid a claim properly under this COB provision, he/she should first attempt to resolve the dispute by contacting Delta Dental at (800) 521-2651. If the Enrollee is still not satisfied, he/she may contact the Montana Commissioner of Securities and Insurance at (406) 444-2040 or (800) 332-6148.

4.06 **Clinical Examination**
Before approving a claim, Delta Dental may obtain, to such extent as may be lawful, from any Provider, or from hospitals in which a Provider's care is provided, such information and records relating to an Enrollee as Delta Dental may require to administer the claim. Delta Dental may also require that an Enrollee be examined by a dental consultant retained by Delta Dental at Delta Dental's expense in or near his/her community or residence. Such information and records will be kept confidential in accordance with all applicable laws and regulations.

4.07 **Notice of Claim Forms**
Delta Dental will furnish to any Provider or Enrollee, on request, a Claim Form to make a claim for payment of Benefits. To make a claim, the Claim Form must be completed and signed by the Provider who performed the services and by the Enrollee (or the parent or guardian of a minor) and submitted to Delta Dental at the address shown thereon. If Delta Dental does not furnish the Claim Form within 15 days after requested by a Provider or Enrollee, the requirements for proof of loss set forth in section 4.10 of this Contract will be deemed to have been complied with upon the submission to Delta Dental within the time established in said section for filing proof of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. Enrollees and Providers may download a Claim Form from Delta Dental's website.

4.08 **Pre-Treatment Estimate**
A Provider may file a Claim Form before treatment, showing the services to be provided to an Enrollee. Delta Dental will estimate the amount of Benefits payable under this Contract for the listed services. Benefits will be processed according to the terms of this Contract when the treatment is performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date this Contract terminates;
- the date Benefits under this Contract are amended if services in the Pre-Treatment Estimate are part of the amendment;
- the date the Enrollee's coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

4.09 **Written Notice of Claim/Proof of Loss**
Delta Dental must be given a written notice of claim, sometimes referred to as a written proof of loss, within 12 months after the date of the loss and must include information regarding other group coverage if applicable. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one (1) year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to Delta Dental within 12 months of the termination of this Contract.

4.10 **Time of Payment**
Claims payable under this Contract for any loss other than for which this Contract provides any periodic payment will be paid no later than 30 days after written proof of loss is received. Delta Dental will notify the Primary Enrollee and his/her Provider of any additional information needed to process the claim within this 30 day period.

Delta Dental will pay interest equal to the amount of the claim due plus 10 percent annual interest calculated from the date the claim was due if a claim is not paid or denied:

- within 30 days of receiving written proof of loss if no additional information is requested; or
- within 60 days of receiving all requested information if additional information is requested.

Interest is only payable if the amount due exceeds $5 and interest payments will be made to the person who receives the claims payment.

4.11 **Claims Appeal**
Delta Dental will notify the Enrollee and his/her Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. The Enrollee has at least 180 days after receiving a notice of denial to request a grievance by writing to Delta Dental giving reasons why they believe the denial was wrong. The Enrollee and his/her Provider may also ask Delta Dental to examine any additional information provided that may support the grievance.

Send the grievance to Delta Dental at the address shown below:

Delta Dental Insurance Company
P.O. Box 1809
Alpharetta, GA 30023-1809

Delta Dental will send the Enrollee a written acknowledgment within five (5) days upon receipt of the grievance. Delta Dental will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this Contract, Delta Dental shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. Delta Dental will send the Enrollee a decision within 30 days after receipt of the Enrollee's grievance.

If the Enrollee believes he/she needs further review of their grievance, he/she may contact his/her state regulatory agency if applicable. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration ("EBSA") for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under Section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration ("EBSA"), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

4.12 **To Whom Benefits Are Paid**
Payment for services provided by a PPO Provider or a Premier Provider will be made directly to the Provider. Any other payments provided by this Contract will be made to the Primary Enrollee unless the Primary Enrollee requests when filing proof of loss that the payment be made directly to the Provider providing the services. All Benefits not paid to the Provider will be payable to the Primary Enrollee, to his/her estate, or to an alternate recipient as directed by court order except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his/her parent, guardian or other person actually supporting him/her.

4.13 No change in Benefits will become effective during a Contract Term unless Contractholder and Delta Dental agree in writing.

ARTICLE 5 - GENERAL PROVISIONS

5.01 **Entire Contract: Changes**
This Contract, including the attachments listed in Article 7, is the entire agreement between the parties. No agent has authority to change this Contract or waive any of its provisions. No change in this Contract will be valid unless approved by an executive officer of Delta Dental.

5.02 **Severability**
If any part of this Contract or an amendment of it is found by a court or other authority to be illegal, void or not enforceable, all other portions of this Contract will remain in full force and effect.

5.03 **Conformity with Prevailing Laws**
All legal questions about this Contract will be governed by the state of Montana where this Contract was entered into and is to be performed. Any part of this Contract which conflicts with the laws of Montana or federal law is hereby amended to conform to the minimum requirements of such laws.

5.04 **Misstatements on Application: Effect**
In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of this Contract, all statements made by the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under this Contract, unless it is contained in a written instrument signed by the Contractholder, a copy of which has been furnished to such Contractholder.

5.05 **Legal Actions**
No action at law or in equity will be brought to recover on this Contract before 60 days after written proof of loss has been filed in accordance with requirements of this Contract. No such action shall be brought after the expiration of any applicable statutes of limitations.

5.06 **Not in Lieu of Workers' Compensation**
This Contract is not in lieu of and does not affect any requirements for coverage by workers' compensation insurance.

5.07 **Certificate of Insurance**
Delta Dental will issue to the Contractholder an electronic file containing a certificate/Evidence of Coverage booklet summarizing the Benefits to which Enrollees are entitled and to whom Benefits are payable. Each Primary Enrollee will have electronic access to the certificate. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request. The certificate is not assignable and the Benefits are not assignable prior to a claim. If any amendment to this Contract will materially affect any Benefits described in the certificate, new certificates or amendments showing the change will be issued.

5.08 **Publications About Program**
Contractholder and Delta Dental agree to consult as is reasonably practical on all material published or distributed about this Contract. No material will be published or distributed which conflicts with the terms of this Contract.

5.09 **Provider Relationships**
Contractholder and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to Enrollees does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

5.10 **Notice: Where Directed**
All formal notices under this Contract must be in writing and sent by email, facsimile (fax), first-class United States mail, overnight delivery service or personal delivery. Notice by United States mail will be effective 48 hours after mailing with fully pre-paid postage.

Contractholder shall designate in writing on the application a representative for purposes of receiving notices from Delta Dental under this Contract. Contractholder may change its representative at any time with 30 days' written notice to Delta Dental. The Contractholder's representative shall disseminate notices to the Enrollees within 30 days' of receipt.

5.11 **Indemnification**
Contractholder will indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Contractholder's negligent performance or non-performance of its obligations under this Agreement.

Delta Dental will indemnify, defend and hold harmless Contractholder and its employees and agents, against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Delta Dental's negligent performance or non-performance of its obligations under this Agreement.

5.12 **Compliance with Administrative Simplification, Security and Privacy Regulations**
Contractholder and Delta Dental shall comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information including executing a Business Associate Addendum as required by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Contractholder and Delta Dental agree that this Contract shall incorporate terms as necessary and as applicable to execute the required agreements (i.e. business associate agreement) to comply with federal regulations issued under the HIPAA, HITECH Act or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.

5.13 **Impossibility of Performance**
Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

5.14 **New Enrollees**
New eligible Enrollees may be added in accordance with the terms of this Contract under section 2.05.

5.15 **Third Party Administrator ("TPA")**
Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under this Contract. Any TPA providing such services or receiving such information shall enter into a separate Business Associate Agreement with Delta Dental providing that the TPA shall meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

5.16 **Holding Company**
Delta Dental is a member of the Insurance Holding Company System of Delta Dental of California (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

5.17 **Mutual Confidentiality**
Contractholder and Delta Dental agree to maintain confidential information using the same degree of care (which shall be no less than reasonable care) as each uses to protect its own confidential information of a similar nature and to use confidential information only for specified purposes. Confidential information includes any information which the owner deems confidential, whether marked as confidential or otherwise clearly identifiable as confidential and includes information not generally known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to the owner of the confidential information. The recipient of confidential information shall notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

5.18 **Trademarks: Service Marks**
Unless specifically allowed in this Contract, neither party shall use the name, trademarks, service marks or other proprietary branding of the other party without the advance written approval of the other party.

5.19 **Non-Discrimination**
Delta Dental is committed to ensuring that no person is excluded from, or denied the benefits of its services, or otherwise discriminated against on the basis of race, color, national origin, disability, age, genetic testing, sexual orientation or gender identity. Any person who believes that he or she has individually, or as a member of any specific class of persons, been subjected to discrimination may file a complaint in writing to:

Delta Dental Insurance Company
P.O. Box 1809
Alpharetta, GA 30023

ARTICLE 6 - TERMINATION AND RENEWAL

6.01 This Contract may be terminated only as follows:
- By Delta Dental,
  (1) upon 90 days' written notice if Contractholder fails to furnish Delta Dental a list of all Enrollees as required under section 2.01; or
  (2) upon 90 days' written notice if Contractholder fails to permit Delta Dental to inspect Contractholder's records as called for under section 2.02; or
  (3) upon 30 days' written notice if Contractholder fails to pay Premiums, in the amount and manner required by Article 3.
- By Delta Dental, with 90 days' written notice if the Contractholder reports fewer than the Minimum Number of Primary Enrollees shown in Attachment C for three (3) consecutive months.
- By Delta Dental at the end of a Contract Term upon 90 days' written notice.

6.02 If this Contract terminates under section 6.01 first and/or second bullet, Contractholder may become obligated upon termination to pay Delta Dental for that portion of the monthly Premium which constitutes for the current Contract Term Delta Dental's direct costs of administering this Contract multiplied by the remaining number of months from the date of termination to the expiration of the current Contract Term, but the amount will not exceed 25% of the total Premium for the entire Contract Term.

6.03 If Contractholder notifies Delta Dental that it intends to terminate this Contract upon less than 90 days' notice, section 6.02 will apply as if Delta Dental terminated this Contract under section 6.01 first and/or second bullet(s).

6.04 Delta Dental will not be required to do Pre-Treatment Estimates if this Contract is terminated for any cause nor will Delta Dental be required to pay for services performed beyond the termination date except for completion of Single Procedures commenced while this Contract was in effect as stated in section 2.08.

6.05 Delta Dental will provide 60 days' advance written renewal notice prior to the end of the initial or any subsequent Contract Terms indicating if Premiums and/or Benefits will remain the same or change. The Contractholder's payment of the Premium indicated in the renewal notice for the new Contract Term will signify the Contractholder's acceptance of the renewal. If the Contractholder fails to provide written notification to Delta Dental of non-renewal by the date indicated in the renewal letter and/or does not pay the Premiums indicated in the renewal notice with the new Contract Term, Delta Dental will terminate this Contract under section 6.01 second bullet, item (3).

ARTICLE 7 - ATTACHMENTS

These documents are attached to this Contract and made a part of it:

OHCA Contract Notice for Fully Insured Groups
Attachment A Deductibles, Maximums and Contract Benefit Levels
Attachment B Services, Limitations and Exclusions
Attachment C Group Variables

OHCA Contract Notice for Fully Insured Groups

Delta Dental Insurance Company ("Delta Dental") and the fully insured Group Health Plan ("Contractholder") participate in an Organized Health Care Arrangement (as defined in 45 Code of Federal Regulations (C.F.R.) §164.501) ("OHCA"). The Contractholder hereby certifies that:

- The Contractholder will treat all PHI in accordance with the standards of the HIPAA Privacy Rules and update its plan documents to reflect that it will limit access to PHI to those employees and authorized representatives of the Contractholder whose access is necessary to perform the plan administration functions permitted under the HIPAA Privacy Rules and that PHI will not be used in the context of other benefit plans or in employment-related decisions.
- In order for PHI beyond summary health information to be disclosed, the fully insured Contractholder must: (1) provide a signed attestation that their plan documents have been amended to comply with the applicable HIPAA privacy administrative safeguard provisions; (2) have issued a HIPAA compliant privacy notice; and (3) provide individuals with the right to access, review, amend, and receive an accounting of disclosures.
- PHI requested is the minimum necessary for the Contractholder to perform its health care operations and/or payment activities related to the Contract herein.
- If Delta Dental is directed to release PHI to a third party, the third party has a HIPAA compliant BAA with the Contractholder.

Attachment A
Deductibles, Maximums and Contract Benefit Levels

Contractholder: Montana Children's Home & Hospital, Inc. dba Shodair Children's Hospital

Group Number: 18853 **Effective Date:** June 1, 2017

Deductibles & Maximums		
Dental Service Category	***Low Plan***	***High Plan***
Annual Deductible	$50 per Enrollee each Contract Year $150 per family each Contract Year	$50 per Enrollee each Contract Year $150 per family each Contract Year
Deductibles waived for	Diagnostic & Preventive Services	Diagnostic & Preventive and Orthodontic Services
Annual Maximum	$1,000 per Enrollee per Contract Year	$2,000 per Enrollee per Contract Year
Orthodontic Maximum	Not Covered	$2,000 per dependent child Enrollee to age 26 per lifetime
TMJ Maximum	$1,000 per Enrollee per lifetime	$2,000 per Enrollee per lifetime
Maximum Takeover Credit	Delta Dental will receive credit for any amount paid under the Contractholder's previous dental care plan, if applicable, for TMJ Services. These amounts will be credited towards the lifetime maximum amounts payable for TMJ Services.	Delta Dental will receive credit for any amount paid under the Contractholder's previous dental care plan, if applicable, for Orthodontic and TMJ Services. These amounts will be credited towards the lifetime maximum amounts payable for Orthodontic and TMJ Services.

Contract Benefit Levels				
	Low Plan		***High Plan***	
Dental Service Category	**Delta Dental PPO Providers**†	**Delta Dental Premier and Non-Delta Dental Providers**†	**Delta Dental PPO Providers**†	**Delta Dental Premier and Non-Delta Dental Providers**†
Delta Dental will pay or otherwise discharge the Contract Benefit Level shown below for the following services:				
Diagnostic and Preventive Services	100%	100%	100%	100%
Basic Services	80%	80%	80%	80%
Major Services	50%	50%	50%	50%
Orthodontic Services	Not Covered		50%	50%
TMJ Services	50%	50%	50%	50%

† Reimbursement is based on PPO Contracted Fees for PPO Providers, Premier Contracted Fees for Premier Providers and Program Allowance for Non-Delta Dental Providers.

CHOOSING A PROVIDER THAT IS NOT A PPO PROVIDER
The Premier Provider has not agreed to the features of the PPO program; however, Enrollees may still receive dental care at a lower cost than if Enrollees use a Non-Delta Dental Provider.

If a Provider is a Non-Delta Dental Provider, the amount charged to Enrollees may be above that accepted by the PPO or Premier Providers. Non-Delta Dental Providers can balance bill for the difference between the Program Allowance and the Non-Delta Dental Provider's Accepted Fee. For a Non-Delta Dental Provider, the Accepted Fee is the Provider's Submitted Fee.

Attachment B
Services, Limitations and Exclusions

Contractholder: Montana Children's Home & Hospital, Inc. dba Shodair Children's Hospital

Group Number: 18853 **Effective Date:** June 1, 2017

Description of Dental Services
Delta Dental will pay or otherwise discharge the Contract Benefit Level shown in Attachment A for the following services:

- **Diagnostic and Preventive Services**
  - (1) Diagnostic: procedures to aid the Provider in determining required dental treatment.
  - (2) Preventive: cleaning (including scaling in the presence of generalized moderate or severe gingival inflammation-full mouth, which is considered to be a Diagnostic and Preventive Benefit, and periodontal maintenance, which is considered to be a Basic Benefit for payment purposes), topical application of fluoride solutions.
  - (3) Sealants: topically applied acrylic, plastic or composite materials used to seal developmental grooves and pits in permanent molars for the purpose of preventing decay.
- **Basic Services**
  - (1) Oral Surgery: extractions and other surgical procedures (including pre- and post-operative care).
  - (2) General Anesthesia or IV Sedation: when administered by a Provider for covered Oral Surgery or selected endodontic and periodontal surgical procedures.
  - (3) Endodontics: treatment of diseases and injuries of the tooth pulp.
  - (4) Periodontics: treatment of gums and bones supporting teeth.
  - (5) Palliative: emergency treatment to relieve pain.
  - (6) Restorative: amalgam and resin-based composite restorations (fillings) and prefabricated crowns for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of decay).
  - (7) Denture Repairs: repair to partial or complete dentures, including rebase procedures and relining.
  - (8) Specialist Consultations: opinion or advice requested by a general dentist.
- **Major Services**
  - (1) Crowns and Inlays/Onlays: treatment of carious lesions (visible decay of the hard tooth structure) when teeth cannot be restored with amalgam or resin-based composites.
  - (2) Prosthodontics: procedures for construction of fixed bridges, partial or complete dentures and the repair of fixed bridges.
  - (3) Other Major Services: space maintainers.
- **Orthodontic Services *(Applies to High Plan)***
  Procedures performed by a Provider using appliances to treat malocclusion of teeth and/or jaws which significantly interferes with their function.
- **Temporomandibular Joint (TMJ) Dysfunction Services**
  Intra-oral services provided by a Provider, when necessary and customary according to the standards of generally accepted dental practice, for treatment of acute dental symptoms associated with myofacial pain dysfunction or malfunction of the temporomandibular (jaw) joint (TMJ).

- ***Note on additional Benefits during pregnancy***
  When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each Contract Year while the Enrollee is covered under the Contract include one (1) additional oral exam and either one (1) additional routine cleaning; one (1) additional periodontal scaling and root planing per quadrant; or one (1) additional periodontal maintenance procedure. Written confirmation of the pregnancy must be provided by the Enrollee or her Provider when the claim is submitted.

Limitations

(1) Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services". Optional Services also include the use of specialized techniques instead of standard procedures.

Examples of Optional Services:
a) a composite restoration instead of an amalgam restoration on posterior teeth;
b) a crown where a filling would restore the tooth;
c) an inlay/onlay instead of an amalgam restoration;
d) porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown); or
e) an overdenture instead of denture.

If an Enrollee receives Optional Services, an alternate Benefit will be allowed, which means Delta Dental will base Benefits on the lower cost of the customary service or standard practice instead of on the higher cost of the Optional Service. The Enrollee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

(2) Exam and cleaning limitations:
a) Delta Dental will pay for oral examinations (except after-hours exams and exams for observation) and cleanings (including scaling in the presence of generalized moderate or severe gingival inflammation-full mouth, periodontal maintenance in the presence of inflamed gums or any combination thereof) no more than twice in a Contract Year.
b) A full mouth debridement is allowed once in a lifetime when the Enrollee has no history of prophylaxis, scaling and root planing, periodontal surgery or periodontal maintenance procedures within three (3) years. When allowed a full mouth debridement counts toward the maintenance frequency in the year provided.
c) Note that periodontal maintenance, Procedure Codes that include periodontal maintenance and full mouth debridement are covered as a Basic Benefit and that routine cleanings (including scaling in presence of generalized moderate or severe gingival inflammation-full mouth) are covered as a Diagnostic and Preventive Benefit. See note on additional Benefits during pregnancy.
d) Caries risk assessments are allowed once in 36 months.

(3) X-ray limitations:
a) Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
b) When a panoramic film is submitted with supplemental film(s), Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series.
c) If a panoramic film is taken in conjunction with an intraoral complete series, Delta Dental considers the panoramic film to be included in the complete series.
d) A complete intraoral series and panoramic film are each limited to once every 60 months.
e) Bitewing x-rays are limited to two (2) times in a Contract Year when provided to Enrollees under age 18 and one (1) time each Contract Year for Enrollees age 18 and over. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.

(4) Topical application of fluoride solutions is limited to Enrollees to age 19 and no more than twice in a Contract Year.

(5) Space maintainer limitations:
a) Space maintainers are limited to the initial appliance and are a Benefit for an Enrollee to age 14. However, a distal shoe space maintainer-fixed-unilateral is limited to children eight (8) and younger. A separate/additional space maintainer can be allowed after the removal of a unilateral distal shoe.
b) Recementation of space maintainer is limited to once per lifetime.
c) The removal of a fixed space maintainer is considered to be included in the fee for the space maintainer; however, an exception is made if the removal is performed by a different Provider/Provider's office.

(6) Pulp vitality tests are allowed once per day when definitive treatment is not performed.

(7) Cephalometric x-rays, oral/facial photographic images and diagnostic casts are covered once per lifetime in conjunction with Orthodontic Services only when Orthodontic Services are a covered benefit. If Orthodontic Services are covered, see Limitations as age limits may apply. However, 3D x-rays are not a covered benefit.

(8) Sealants are limited as follows:
   a) to permanent first molars through age eight (8) and to permanent second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface.
   b) repair or replacement of a Sealant on any tooth within 24 months of its application is included in the fee for the original placement.

(9) Specialist Consultations, screenings of patients, and assessments of patients are limited to once per lifetime per Provider and count toward the oral exam frequency.

(10) Delta Dental will not cover replacement of an amalgam or resin-based composite restorations (fillings) or prefabricated crowns within 24 months of treatment if the service is provided by the same Provider/Provider office. Replacement restorations within 24 months are included in the fee for the original restoration.

(11) Protective restorations (sedative fillings) are allowed once per tooth per lifetime when definitive treatment is not performed on the same date of service.

(12) Prefabricated crowns are allowed on baby (deciduous) teeth and permanent teeth up to age 16. Replacement restorations within 24 months are included in the fee for the original restoration.

(13) Therapeutic pulpotomy is limited to once per lifetime for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.

(14) Pulpal therapy (resorbable filling) is limited to once in a lifetime. Retreatment of root canal therapy by the same Provider/Provider office within 24 months is considered part of the original procedure.

(15) Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth of one (1) initial visit, four (4) interim visits and one (1) final visit to age 19.

(16) Retreatment of apical surgery by the same Provider/Provider office within 24 months is considered part of the original procedure.

(17) Palliative treatment is covered per visit, not per tooth, and the fee includes all treatment provided other than required x-rays or select Diagnostic procedures.

(18) Periodontal limitations:
   a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy. No more than two quadrants of scaling and root planing will be covered on the same date of service.
   b) Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing performed within 36-months by the same Provider/Provider office.
   c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants. Guided tissue regenerations and/or bone grafts are not benefited in conjunction with soft tissue grafts in the same surgical area.
   d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
   e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.
   f) When implant procedures are a covered benefit, scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure is covered as a Basic Service and are limited to once in a 24-month period.

(19) Oral Surgery services are covered once in a lifetime except removal of cysts and lesions and incision and drainage procedures, which are covered once in the same day.

(20) The following Oral Surgery procedure is limited to age 19 (or orthodontic limiting age): transseptal fiberotomy/supra crestal fiberotomy, by report.

(21) The following Oral Surgery procedures are limited to age 19 (or orthodontic limiting age) provided Orthodontic Services are covered: surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth, and surgical repositioning of teeth.

(22) Crowns and Inlays/Onlays are limited to Enrollees age 12 and older and are covered not more often than once in any 60 month period except when Delta Dental determines the existing Crown or Inlay/Onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.

(23) Core buildup, including any pins, are covered not more than once in any 60 month period.

(24) Post and core services are covered not more than once in any 60 month period.

(25) Crown repairs are covered not more than twice in any 60 month period. Crowns, inlays/onlays and fixed bridges include repairs for twenty four (24) months following installation.

(26) Denture Repairs are covered not more than once in any six (6) month period except for fixed Denture Repairs which are covered not more than twice in any 60 month period.

(27) Prosthodontic appliances that were provided under any Delta Dental program will be replaced only after 60 months have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Fixed prosthodontic appliances are limited to Enrollees age 16 and older. Replacement of a prosthodontic appliance not provided under a Delta Dental program will be made if Delta Dental determines it is unsatisfactory and cannot be made satisfactory.

(28) When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.

(29) Recementation of Crowns, Inlays/Onlays or bridges is included in the fee for the Crown, Inlay/Onlay or bridge when performed by the same Provider/Provider office within six (6) months of the initial placement. After six (6) months, payment will be limited to one (1) recementation in a lifetime by the same Provider/Provider office.

(30) Delta Dental limits payment for dentures to a standard partial or complete denture (Enrollee Coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post delivery care including any adjustments and relines for the first six (6) months after placement.
  a) Denture rebase is limited to one (1) per arch in a 24-month period and includes any relining and adjustments for six (6) months following placement.
  b) Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment or reline, adjustments are limited to two (2) per arch in a Calendar Year and relining is limited to one (1) per arch in a six (6) month period.
  c) Tissue conditioning is limited to two (2) per arch in a 12-month period. However, tissue conditioning is not allowed as a separate Benefit when performed on the same day as a denture, reline or rebase service.
  d) Recementation of fixed partial dentures is limited to once in a lifetime.

(31) Delta Dental will not pay for implants (artificial teeth implanted into or on bone or gums), their removal or other associated procedures, but Delta Dental will credit the cost of a pontic or standard complete or partial denture toward the cost of the implant associated appliance, i.e., the implant supported crown or denture. The implant appliance is not covered.

(32) Limitations on Orthodontic Services: ***(Applies to High Plan)***
  a) The maximum amount payable for each Enrollee is shown in Attachment A.
  b) Benefits for Orthodontic Services will be provided in periodic payments based on the Enrollee's continuing eligibility.
  c) Benefits are not paid to repair or replace any orthodontic appliance received under this plan.
  d) Benefits are not paid for orthodontic retreatment procedures.
  e) Benefits for Orthodontic Services are limited to dependent child Enrollees under age 26.

(33) Limitations on TMJ Services:
  a) TMJ Benefits are subject to all the limitations, exclusions and other terms and conditions in the Contract.
  b) Delta Dental will not pay for the repair or replacement of any appliance furnished in whole or in part under this or any other health plan which provides TMJ Benefits.

c) Benefits are limited to: those intra-oral services which would normally be provided by a Provider in relief of oral symptoms associated with TMJ and will not include those services which would normally be provided under medical care including, but not limited to, psychotherapy, special joint exams and x-rays, joint surgery and medications.
d) Fixed appliances and restorations are excluded. Diagnostic procedures not otherwise covered under this plan are excluded.
e) Any procedure paid under any other category of Benefits by the Contract is not covered as a TMJ Benefit.

Exclusions
Delta Dental does not pay Benefits for:

(1) treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.

(2) cosmetic surgery or procedures for purely cosmetic reasons.

(3) maxillofacial prosthetics.

(4) provisional and/or temporary restorations (except an interim removable partial denture to replace extracted anterior permanent teeth during the healing period for children 16 years of age or under). Provisional and/or temporary restorations are not separately payable procedures and are included in the fee for completed service.

(5) services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn children for medically diagnosed congenital defects or birth abnormalities.

(6) treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, complete occlusal adjustments or Night Guards/Occlusal guards and abfraction.

(7) any Single Procedure provided prior to the date the Enrollee became eligible for services under this plan.

(8) prescribed drugs, medication, pain killers, antimicrobial agents, or experimental/investigational procedures.

(9) charges for anesthesia, other than General Anesthesia and IV Sedation administered by a Provider in connection with covered Oral Surgery or selected Endodontic and Periodontal surgical procedures. Local anesthesia and regional/or trigeminal bloc anesthesia are not separately payable procedures.

(10) extraoral grafts (grafting of tissues from outside the mouth to oral tissues).

(11) laboratory processed crowns for Enrollees under age 12.

(12) fixed bridges and removable partials for Enrollees under age 16.

(13) interim implants and endodontic endosseous implant.

(14) indirectly fabricated resin-based Inlays/Onlays.

(15) charges by any hospital or other surgical or treatment facility and any additional fees charged by the Provider for treatment in any such facility.

(16) treatment by someone other than a Provider or a person who by law may work under a Provider's direct supervision.

(17) charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, x-ray duplications, cancer screening or tobacco counseling.

(18) dental practice administrative services including, but not limited to, preparation of claims, any non-treatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.

(19) procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.

(20) any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and not a covered Benefit.

(21) Deductibles, amounts over plan maximums and/or any service not covered under the dental plan.

(22) services covered under the dental plan but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.

(23) services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) except as provided under the Orthodontic Services section, if applicable.

(24) services for any disturbance of the Temporomandibular (jaw) Joints (TMJ) or associated musculature, nerves and other tissues) except as provided under the TMJ Benefit section, if applicable.

(25) missed and/or cancelled appointments.

(26) actions taken to schedule and assure compliance with patient appointments are inclusive with office operations and are not a separately payable service.

(27) the fees for care coordination are considered inclusive in overall patient management and are not a separately payable service.

(28) dental case management motivational interviewing and patient education to improve oral health literacy.

(29) non-ionizing diagnostic procedure capable of quantifying, monitoring and recording changes in structure of enamel, dentin, and cementum.

(30) extra-oral – 2D projection radiographic image and extra-oral posterior dental radiographic image.

Attachment C
Group Variables

Contractholder Name: Montana Children's Home & Hospital, Inc. dba Shodair Children's Hospital

Group Number: 18853

Effective Date: June 1, 2017

Contract Term: June 1, 2017 through May 31, 2019

Termination (Minimum Number of Primary Enrollees):

- Less than 10 Primary Enrollees or a reduction of 30% or more in the number of Primary Enrollees over three (3) consecutive months.

Premiums:

Monthly Amount:	***Low Plan***	***High Plan***
Per Primary Enrollee:	$24.87	$27.54
Per Primary Enrollee and Spouse:	$55.65	$61.52
Per Primary Enrollee and Child(ren):	$77.22	$82.83
Per Primary Enrollee and Family:	$119.56	$129.01

Premiums are to be remitted to:

Delta Dental Insurance Company
P.O. Box 7564
San Francisco, CA 94120-7564

Payment Breakdown:

Contractholder shall pay:	80% for Primary Enrollee 0% for Dependent Enrollees
Primary Enrollee shall pay:	20% for Primary Enrollee 100% for Dependent Enrollees

Contractholder may charge persons electing continued coverage pursuant to Title X of P.L. 99 as permitted by law.