**DeltaCare Plan**

**Dental Choice of Kentucky, Inc.**

**Louisville, Kentucky**

**GROUP DENTAL CONTRACT**

**Voluntary Plan**

This Group Contract is entered into by and between (the “Group”) Boone County Board of Education and Dental Choice of Kentucky, Inc., P.O. Box 242810, Louisville, Kentucky 40224-2810 (the “Company”).

This is a legally binding contract between the Group and the Company and is effective on

the “Effective Date of January 1, 2019.”

**ARTICLE I – DEFINITIONS**

The following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. Capitalized words and terms not defined below are defined in the Certificate.

**ANNIVERSARY DATE** means renewal date and every such subsequent date at one year intervals.

**CERTIFICATE** means the Certificate(s) of Coverage issued to the Group and the Members, which is hereby incorporated by reference.

**CONTRACT** means this document, the amendments, rate schedules and endorsements thereto, the applicable Certificate, the individual applications of the Employees and the materials submitted by the Group in applying for coverage, which are hereby incorporated by reference.

**COVERED PERSON** means the Member and any covered Dependent.

**COVERED SERVICE** means a service or supply listed in the Certificate for which benefits are payable.

**EMPLOYEE** means active full-time employees, officers, or partners of the Group working 20 or more hours a week and who receive salary, wages or commission during the term of this Contract, including those persons age 65 and over.

**Examples of ineligible persons include**:

* Members of the Group’s Board of Directors who are not Employees described above
* Affiliated persons (e.g. lawyers, limited partners) who are not Employees described above
* Independent contractors (generally, persons for whom the Group pays no FICA or unemployment tax)
* Retirees
* Former Employees

**MEMBER** means an Employee who is enrolled under this Contract.

**ARTICLE II – COVERAGE OF MEMBERS AND DEPENDENTS**

Eligibility and Enrollment of Employees

* Existing Covered Employees

Any Employee enrolled in the Group’s dental plan at the time coverage with the Company initially becomes effective may apply for coverage by submitting an application for membership to the Company during the initial enrollment period. An Employee may be enrolled as a Member after paying the applicable premium. Coverage will begin on the Effective Date of the Group’s coverage with the Company.

* Newly Eligible Employees

An Employee employed after the initial enrollment period may apply for coverage by submitting an application for membership to the Company within 31 days of becoming eligible. An Employee may be enrolled as a Member after paying the applicable premium. The Member’s coverage will begin on the specified date below provided the application is filed within 31 days of becoming eligible.

The Member’s coverage will begin on (select one):

First of the second month following after the employee is hired.

Eligibility and Enrollment of Dependents

* Spouse

The Member’s spouse is eligible to enroll for coverage, provided the spouse enrolls when the Member first enrolls and pays the applicable premium; or the date the person becomes the legal spouse of the Member, provided that the spouse applies for coverage within 31 days of the marriage and pays the applicable premium.

* Dependent Children

The Member’s Dependent children are eligible to enroll for coverage, provided the Dependents enroll when the Member first enrolls and pays the applicable premium; or the date they become Dependents, provided that they apply for coverage within 31 days of becoming a Dependent and pay the applicable premium.

Activity at Work and Non-Confinement Conditions

Notwithstanding the above, to the extent not precluded by law or regulation:

* if an Employee is not actively at work on the date coverage would otherwise begin, coverage for the Employee and eligible Dependents will begin on the first day the Employee is actively at work.

Family and Medical Leave Act of 1993

A Covered Person who otherwise would be ineligible due to an Employee’s inactivity at work will retain eligibility during a period of leave under the Family and Medical Leave Act of 1993 (the Act). Membership may continue, at the Employee’s discretion, for the period of leave under the Act.

If the Member does not retain coverage during the leave period, the Member and any eligible Dependents who were covered immediately prior to the leave may be reinstated upon return to work. To obtain coverage for an Employee upon return from leave under the Act, the Group must provide the Company with evidence satisfactory to the Company of the applicability of the Act to the Employee, including a copy of the health care provider statement allowed by the Act.

Records and Changes in Eligibility

* A Covered Person who becomes ineligible must be disenrolled when the Covered Person no longer meets the definition of an Employee, Dependent or Member. The change will be effective on the date of the status change.
* The Group must furnish the Company with any information requested by the Company regarding the eligibility of Employees and the eligibility of Employee’s Dependents. The Group must notify the Company of any change in a Covered Person’s status immediately upon learning of said change. Failure to provide timely notice to the Company of 0ersons no longer eligible for benefits will not obligate the Company to provide benefits for such persons. The Company reserves the right to limit retroactive terminations to a maximum of 60 days from the date notice is received. Acceptance of payments from the Group or the payment of benefits to persons no longer eligible for benefits will not obligate the Company to provide the benefits.

Employment Change

Employees and Dependents whose coverage hereunder is provided through an Employer-sponsored plan under §125 of the Internal Revenue Code may enroll or disenroll hereunder because they lose or obtain coverage under another dental benefit plan due to:

* Commencement or termination of spouse’s employment;
* Unpaid leave by the employee or spouse;
* Significant change in employee’s or spouse’s dental coverage attributable to spouse’s employment; or
* Changing from full-time to part-time employment by the employee or employee’s spouse.

Annual Enrollment

Employees and Dependents who elect not to enroll when first eligible for coverage may not enroll until the next annual enrollment period, except in the case of a qualifying event.

It is understood that if coverage is terminated for an employee or an employee’s dependent(s), either by request or because of non-payment of premium, the individual may be responsible for all expenses for any services received after the termination of coverage.

**ARTICLE III – COMPANY’S OBLIGATIONS**

The Company agrees to provide dental care benefits to Covered Persons who receive Covered Services under the terms of this Contract and the Certificate, including the applicable conditions and limitations. However, in no event will the Company provide benefits for services rendered before the Effective Date of coverage with the Company or after the termination of this Contract, except as provided in the Certificate.

The Company will deliver to the Group a Certificate and an identification card for each Member, unless otherwise agreed to in writing by the parties.

The Company shall furnish appropriate application forms and related material necessary and appropriate for the enrollment of the Group’s Employees, and shall provide such assistance as may reasonably be necessary to the Group’s personnel in enrollment of the eligible Members and Dependents. The Company shall maintain current eligibility status records on all enrolled Members and Dependents as submitted by the Group for purposes of appropriate adjudication of claims.

**ARTICLE IV – GROUP’S OBLIGATIONS**

The Group will promptly distribute Certificates, identification cards, and any information regarding dental care benefits under this contract that are delivered by the Company, to each of its Members, unless otherwise agreed to in writing by the parties.

The Group will provide the Company with any information that may be reasonably required by the Company for the purposes of determining eligibility for coverage, enrollment, cancelling enrollment, determining the amount payable by the Group, or any other purpose reasonably related to the administration of dental benefits.

On a monthly basis, the Group will promptly forward to the Company all applications, notices, or other writings delivered to the Group from the Employees in accordance with this Contract.

The Group or its designated Plan Administrator retains fiduciary responsibility for compliance with any and all applicable local, state, and federal laws and regulations. This includes, but is not limited to, the provision of notices and documentation to Employees as required for COBRA continuation and as required by other provisions of the Employee Retirement Income Security Act of 1974 (ERISA), reporting requirements of the Internal Revenue Code, and the provision of group benefits to persons eligible for Medicare as required by the Social Security Act, as they are amended, and any regulations established under these laws.

The Company, as claims administrator, assumes only those responsibilities that are expressly agreed to in this contract.

**ARTICLE V – PAYMENTS FOR DENTAL CARE BENEFITS**

The Group shall remit the initial premium payment to the Company for each Covered Person in the amount stipulated in the Schedule of Current Rates no later than the Effective Date. The Group shall make subsequent premium payments on the same dates each month thereafter during the term of this Contract. The Group shall make such payments regardless of any arrangement of the Group to receive from, or otherwise charge to, the Members all or any part of such premium payments.

The Company may amend the Schedule of Current Rates by giving the Group at least 30 days prior written notice. However, the Company shall not amend the Schedule of Current Rates other than at renewal, except as specified below. Payment of the amended premium by the Group will constitute acceptance of the premium by the Group.

The Company may amend the Schedule of Current Rates any time the benefits, terms or conditions specified in this Contract or Certificate are changed by amendment, either at the Group’s request or as required by law, and a change of premium is appropriate as a result thereof. The Company will give the Group at least 30 days written notice of the amendment.

The premium rates calculated for the Group are based upon the accuracy of the eligibility data submitted on Employees and Dependents. The Company reserves the right to review such rates upon receipt of all individual applications from Employees and to modify the rates within 60 days of the Company’s acceptance of the Group Application, if the enrollment information so warrants.

In the case of a merger, acquisition, divestiture, or similar business transaction involving the Group, the Company reserves the right to review and modify the rates as follows. If the Group adds or deletes more than 15% of the Members under the plan in any one month period, or more than 25% during the Contract Year, the Company may modify the rate in accordance with the change in risk caused by the change in employee population.

**ARTICLE VI – TERM AND TERMINATION**

This Contract is subject to acceptance by the Company and is effective only if executed by an authorized officer of the Company. If the Group is accepted for coverage, the term of this Contract shall be from 12:01 a.m. on the Effective Date to 12:00 midnight on the day immediately preceding the Anniversary Date. Thereafter, this Contract may be renewed for an additional twelve-month period by the Company’s offer of renewed coverage at a rate communicated in writing to the Group, and Group’s acceptance thereof by payment of the renewal premium.

This Contract may be terminated for cause by either party by giving the other party written notice 30 days in advance of the termination, except as provided below. “Cause” shall not include loss of revenue to the Company due to the amount of claims incurred or anticipated by the Company to be incurred by Covered Persons. If the Contract is terminated, the Group shall be liable for all premiums due to the Company up to the date of termination.

If the Group fails to pay any amount due timely, the Company shall, in its complete discretion, have the right to terminate this Contract or suspend claims hereunder as of the due date of the premium not paid.

If the Group fails to maintain the Company’s participation and contribution requirements, the Company shall, in its complete discretion, have the right to terminate this Contract or suspend claims hereunder as of the date of noncompliance.

The Company may, at its complete discretion, accept late payment of fees. Upon such acceptance, this Contract may be reinstated effective as of the date such payment was originally due. However, any such acceptance of a delinquent payment by the Company shall not be deemed a waiver of the provision for termination in the event of any future failure of the Group to make timely payment.

Any intentional misrepresentation of material fact or false statements made here may void or terminate coverage or result in denial of services or benefits otherwise available for the employee or dependent(s).

It is understood that if coverage is terminated, the individual may be responsible for all expenses for any services received after the termination of coverage.

**ARTICLE VII – AMENDMENTS**

The Company reserves the right to change the benefits, terms and conditions hereof as made appropriate by changes in any law or regulation, or changes to the Company’s benefit or dental policy.

The Group may request changes to benefits, terms and conditions in the Certificate by submitting the request in writing to the Company. The change must be approved by the Company to have effect.

No waiver, modification or change in any provision of the Contract shall be effective unless and until approved in writing by an officer of the Company and evidenced by an endorsement attached hereto.

**ARTICLE VIII – GENERAL PROVISIONS**

Contract Administration

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

The Company shall have all the powers necessary and appropriate to enable it to carry out its duties in connection with the operation and administration of this Contract. This includes, without limitation, the power to construe the Certificate, to determine all questions arising under the Certificate, and to make, establish and amend rules, regulations and procedures with regard to the interpretation and administration of this Contract and the Certificate. However, the Company shall exercise all powers in such a manner that has a reasonable foundation in the provisions of the Certificate and Contract.

No failure or delay by the Company to exercise any right or to enforce any obligation herein, and no course of dealing between the Group and the Company, shall operate a waiver thereof. No single or partial exercise of any right or failure to enforce any obligation hereunder shall preclude any other or further exercise thereof or the right to exercise any other right or enforce any other obligation. No notice to or demand on the Group in any case will entitle the Group to any other or further notice or demand in other circumstances, or constitute a waiver of the Company’s right to any other or further action in any circumstances without notice or demand.

Parties to Contract

This Contract is for administration of claims only between the Group and the Company and this Contract shall not create any right or legal relation whatever between the Company and any other Covered Person under the dental benefit program.

Assignment and Subcontracting

Unless it has first obtained the written consent of the other party, neither party may assign this Contract or any of its rights or obligations under this Contract to any other person, except that the Company may make such an assignment to any subsidiary, affiliate, successor corporation or joint venture. The Company may subcontract any of its duties under this Contract without the prior written consent of the Group.

Notices

Any notice given by the Company under this Contract shall be sufficient and effective for all purposes if in writing and mailed to the Group at its address as appearing in the records of the Company, or to a Covered Person, at either his or her address as appearing in the records of the Company or in care of the Group at the address as appearing in the records of the Company.

The Group shall act as the agent of Covered Persons to receive all notices to them hereunder and shall notify the Covered Persons affected thereby. It shall also be the responsibility of the Group to notify all Covered Persons of the termination of the Contract. In the case of either changes in or termination of the Contract, notice to the Group shall be deemed to constitute notice to all Covered Persons, and no further notice need be given by the Company to any Covered Person in order to effectuate any change in or termination of the Contract or coverage under the Certificate; however, the Company reserves the right to provide such notice if it deems it appropriate, and shall have no liability to the Group therefor. Any such notice shall be deemed to have been received by th4e Covered Person and the Group within three days after the date of such mailing as reflected in the records of the Company.

Any notice given to the Company by the Group or by a Covered Person shall be sufficient if in writing and mailed to the Company at P.O. Box 242810, Louisville, Kentucky 40224-2810, except that notices of the termination of this Contract shall be by certified mail.

Remitting and Recovery Agents

The Group shall be deemed to act as the remitting agent of Covered Persons and not of the Company. The Company shall have authority to pursue recovery of benefits provided on behalf of Covered Persons under this Contract. Such authority includes subrogation recoveries, as well as other available recoveries or refunds. The Company shall have authority to establish recovery policies, determine which recoveries are to be pursued, and compromise recovery amounts. The Company may select counsel and delegate such authority as it deems appropriate. The group shall assist and cooperate in such recovery as requested. For benefits paid pursuant to this Contract, the authority granted pursuant to this provision shall survive termination of this Contract.

Applicable Law

This Contract shall be governed by, interpreted and implemented in accordance with the laws of the Commonwealth of Kentucky and all a0plicable federal laws and regulations.

Limitations of Actions

No lawsuit may be filed on a claim made under this Contract after the expiration of 24 months from the date on which the claim arose or, if a claim for benefit payment, the date on which the claim was originally denied.

**ARTICLE IX – PRIVACY ACT FOR DELTA DENTAL OF KENTUCKY AND ITS AFFILIATES\***

\*The following companies are legally considered to be affiliates: Delta Dental of Kentucky, Inc.’ Dental Choice, Inc.; Dental Choice Agency, Inc.

Our Commitment

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

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

This document outlines Delta Dental’s privacy pledge to our customers and sets out how nonpublic, personally identifiable health and financial information (called “Personal Information” in this document) is collected and uses.

Types of Information We May Collect

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

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

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

Why We Need This Information

We collect Personal Information in order to:

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

Protecting and Disclosing Personal Information

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

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

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

Delta Dental may use all of the Personal Information described above, as permitted by law within our family of affiliated companies. We may also disclose Personal Information to unaffiliated entities as permitted by law to provide dental benefits and services to our individual subscribers and group members. Some examples would be: working with dentists and dental offices to review a claim, contacting other insurance companies to coordinate payment of benefits, responding to a subpoena or court order or conducting a fraud investigation.

We also may disclose all of the Personal Information we collect, as described above, to companies that perform marketing, services on our behalf or to other financial institutions with whom we have joint marketing agreements. We also may disclose information in response to requests from law enforcement agencies or State insurance authorities.

All entities with whom we do business are obligated to comply with strict standards regarding security and confidentiality. The information can be used only for providing the product or service we have requested of the outside company.

Changes to Our Privacy Policy

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

The companies of Delta Dental value their relationship with their customers and appreciate the opportunity to bring them world-class pr4oducts and services.

**ARTICLE X – COVERED GROUP AFFILIATES**

Subsidiary or affiliated companies, if any, to be included as part of the Group are:

IN WITNESS WHEREOF, the Company and the Group, by their respective officers, being duly authorized, have signed this Contract on the date designated.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **GROUP NAME:** | | | |  |  | **DENTAL CHOICE, INC.** | |
| **GROUP NUMBER:** | | | |  |  |  | |
| **By:** |  | | | |  | **By:** |  |
|  |  | | | |  |  |  |
|  | Printed or Typed Name | | | |  |  | Printed or Typed Name |
| **Title:** | |  | | |  | **Title:** | . |
| **Address:** | | |  | |  | **Date:** |  |
|  | | | | |  |  |  |
| **Date:** | |  | | |  |  |  |

**SCHEDULE OF CURRENT RATES**

Boone County Board of Education

Group Name

January 1. 2019

Effective date

Delta Care – 20173A

Plan Name

709660

Group Number

The monthly rates for the Group are as follows:

**EMPLOYEE:** $12.20

**EMPLOYEE + SPOUSE:** $23.06

**EMPLOYEE + CHILD:** $36.24

**EMPLOYEE + CHILDREN:** $36.24

**FAMILY:** $44.46

EMPLOYEE means coverage for the Member only.

EMPLOYEE + SPOUSE means coverage for the Member and his or her Spouse

EMPLOYEE + CHILD means coverage for the Member and one Dependent child.

EMPLOYEE + CHILDREN means coverage for the Member and two or more Dependent children.

FAMILY means coverage for the Member, the Member’s spouse and covered Dependent(s).

**APPENDIX B**

**AUTHORIZATION FOR PAYMENT BY AUTOMATIC BANK DRAFT**

**Dental Choice, Inc.**

**PO Box 242810**

**Louisville, KY 40224-2810**

**Phone: 502-736-4660**

**FAX: 502-736-4860**

The undersigned authorized representative of the Company named below authorizes Dental Choice, Inc. to initiate withdrawals from the checking account specified below for the payment of any outstanding balances due under the terms and conditions selected below.

Withdrawals for balances due will occur on the 1st of each month.

This authorization remains in effect until otherwise notified in writing.

|  |
| --- |
| Bank Name:  Transit Number:  Account Number:  *(Include a voided check.)* |
| Company Name |
| Authorized Signature |
| Date |