

Delta Dental Insurance Company

1130 Sanctuary Parkway

Alpharetta, GA 30009

DELTA DENTAL PPO™ GROUP DENTAL INSURANCE CONTRACT

Delta Dental Insurance Company (“Company”) in consideration of the *application* and timely remittance of Premium, agrees, subject to the terms and conditions of this Contract, to provide the Benefits described in this Contract, the *Evidence of Coverage (“EOC”)* and any attachments. This Contract may only be modified by mutual agreement between the Contractholder and Us.

This Contract as issued describes the terms and conditions of coverage. In order to understand all the conditions, exclusions and limitations applicable to its Benefits, please read all the provisions carefully.

This Contract begins at 12:01 A.M. on the Contract Effective Date shown in the *Group Information* section, at the Contractholder’s business address and time zone.

Terms such as “**We**,” “**Us**” and “**Our**” refers to the Company or Our Third Party Administrator (“Administrator”) or other authorized representative. This Contract is issued and delivered in Florida and is governed by its laws.

City of Pembroke Pines

Delta Dental Insurance Company



Michael G. Hankinson, Esq., President

This Contract Contains a Deductible

TABLE OF CONTENTS

Section 1 - Definitions

Section 2 - Duties of Company

Section 3 - Duties of Contractholder

Section 4 - Renewal and Termination

Section 5 - General Provisions

Section 6 - Group Information

Section 7 - Attachments

Section 1 - Definitions

Certain terms used throughout this document and the *EOC* begin with capital letters. When these terms are capitalized, use the following definitions to understand their meanings as they pertain to the Benefits and how the dental coverage works.

Contract: the agreement between Us and the Contractholder, including the *EOC* and any attachments.

Contractholder: the organization named herein contracting to obtain dental Benefits.

Contract Term: the period during which coverage is in effect whether on a Calendar Year or Contract Year basis indicated in the *Group Information* section.

Effective Date: the date this Contract begins.

Grace Period: a period of no less than 31 days for the payment of each Premium after the first Premium payment is due. Coverage will continue in force during the period, subject to payment by the end of the Grace Period.

Premium: the amount the Contractholder or an Enrollee, if applicable, must pay for coverage as stated in the *Group Information* section.

Section 2 - Duties of Company

- 2.01 We or Our Administrator or other authorized representative will perform administrative functions necessary to ensure the provision of Benefits. Such functions may include, but are not limited to, enrollment, Premium billing, claims processing, providing a dental network, responding to inquiries and complaints that may arise, and maintaining records.
- 2.02 In the absence of an agreement between the parties, no changes to this Contract may be made during a Contract Term.

Section 3 - Duties of Contractholder

3.01 Evidence of Coverage ("*EOC*") and Notices

We will furnish an *EOC* to the Contractholder which will set forth the essential features of the dental coverage. Contractholder will provide Enrollees electronic access to the *EOC* provided by Us and a hard copy upon request.

Contractholder will also distribute any Enrollee notices from Us which may affect their rights.

3.02 Reporting Enrollment

We will process eligibility and enrollment as determined and reported by the Contractholder. The Contractholder is responsible for notifying Us, in writing or via electronic format as agreed, of any additions, changes or terminations made during the prior month. Enrollees remain enrolled until We receive a notice of termination. If an Enrollee loses eligibility, the Contractholder must promptly provide notice of such change.

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

We will not make any payment for services provided to Enrollees not reported as eligible when the service is provided. Also, Benefits will not be paid if Premiums are not paid for the month in which Benefits are rendered except during a Grace Period. We will not be obligated to recover claims paid to a Dentist because of Contractholder's retroactive eligibility adjustments. The Contractholder agrees to reimburse Us for any erroneous claim payments made because of incorrect eligibility reporting by the Contractholder.

3.03 Eligibility Requirements

Eligibility requirements are determined by the Contractholder and described in the *EOC*. For additional eligibility assistance, contact Our Customer Service Center at 800-521-2651.

3.04 Audit

Upon Our reasonable written notice, the Contractholder will permit Us to audit books and records to confirm compliance with these provisions.

3.05 Premiums

This Contract will be effective upon receipt of the first month's Premium in the amount and manner shown in this Contract for all Enrollees. Subsequent Premiums are due the first day of each month.

In accordance with the *Group Information* section, Contractholder agrees to collect Premiums by means of payroll deductions for Primary Enrollees and Dependent Enrollees voluntarily enrolled for Benefits.

For enrollment additions, Contractholder will remit a full month's Premium for Enrollees whose coverage is effective on the 1st calendar day through the 15th calendar day of a month. We will not collect a Premium for Enrollees who are enrolled on the 16th calendar day of a month 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 16th calendar day through the last calendar day of a respective month. We will not collect a Premium for Enrollees whose enrollment is terminated on the 1st calendar day through the 15th calendar day of a month.

Retroactive Premium adjustments are limited to the immediately preceding three (3) months plus the current billing month.

If this Contract is terminated before the end of a Contract Term, Contractholder may be required to pay additional charges in accordance with the *Termination* section.

Any payment received after 90 days of the due date will be subject to interest charges at an annualized rate equal to one percentage point above the then current three (3) month U.S. Treasury Bill rate, which interest will commence accruing as of the first day following the end of the Grace Period.

3.06 Premium Rate Change

We may change the Premium rate whenever this Contract is updated or whenever a change is made to Benefits, eligibility or due to a state and/or federal mandated change. Any change in Premium will not be effective during a Contract Term unless the parties agree in writing, except as required by a state or federal mandated change.

If during a Contract Term any new or increased tax, assessment or fee is imposed on the amounts payable to, or by, Us or any immediately preceding contract between the parties, the Premium amount will be increased by the amount of any new or increased tax, assessment or fee by written notice to the Contractholder, and this Contract is thereby modified on the date set forth in the notice.

We will provide 45 days advance written notice indicating if Premiums and/or coverage will change.

3.07 Return of Premium

We reserve the right to rescind the coverage for one or all Enrollees due to misrepresentation or fraud on the Contractholder's *application* or an Enrollee's enrollment form, if such misrepresentation materially affects the acceptance of the risk.

If, on the date coverage is rescinded, no claims have been paid, We will return all Premiums paid for such coverage to the Contractholder and/or We will reserve the right to deduct an amount equal to the amount of such claims paid from the Premiums to be returned to the Contractholder.

Section 4 - Renewal and Termination

4.01 Renewal

The initial term of this Contract will be for the period set forth in the *Group Information* section and will renew thereafter on terms indicated in the renewal information provided to the Contractholder as long as We make this Plan available at renewal.

4.02

Either party may elect not to renew this Contract provided proper notice is given in accordance with the terms of this Contract.

We will provide 60 days advance written renewal notice prior to the end of the Contract Term indicating if Premiums and/or coverage will change. In the absence of the Contractholder's notice to non-renew, receipt of the renewal Premium constitutes acceptance of the renewal and its terms. If the Contractholder fails to provide written notification to Us 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, We will terminate this Contract.

4.03 Termination

This Contract may be terminated only for the following causes:

- By Us upon 60 days written notice at the expiration of a Contract Term.
- By the Contractholder upon 45 days written notice at the expiration of a Contract Term.
- By Us:
 - Upon 45 days written notice, if the Contractholder fails to pay.
 - Upon 45 days written notice, in the event the minimum enrollment of ten (10) Primary Enrollees is not maintained or a reduction of 30% or more in the number of Primary Enrollees over three (3) consecutive months occurs.
 - Immediately when there is fraud or misrepresentation by the Contractholder.

4.04

In the event this Contract is terminated for nonpayment of Premium, all coverage will terminate, and We will be released from all further obligations, effective on the last day of the month in which written notice of termination is given. We will not be obligated to continue to provide coverage to any Enrollee except for completion of dental treatment commenced while this Contract was in effect.

4.05 Reinstatement

If any Premium is not paid in full within the time granted for payment, a later acceptance of Premium in full by Us or by any agent duly authorized by Us to accept such Premium, without requiring a reinstatement application in connection with the acceptance of the Premium in full, will reinstate this Contract. However, if We or such agent requires an application for reinstatement and issues a conditional receipt for the Premium tendered, this Contract will be reinstated upon approval of the application by Us or, lacking such approval, upon the 45th day following the date of such conditional receipt unless We have previously provided written notice of Our disapproval of such application.

The parties have the same rights thereunder as they had immediately before the due date of the defaulted Premium, subject to any provisions endorsed herein or attached hereto in connection with the reinstatement. Any Premium accepted in connection with a reinstatement will be applied to a period for which Premium has not been previously paid, but not for any period more than 60 days prior to the date of reinstatement.

Section 5 - General Provisions

Administrator

We may use the services of an Administrator or other designated representative, duly registered under applicable state law, to provide services. Any Administrator providing such services or receiving such information will enter into a separate Business Associate Agreement (“BAA”) with Us, providing that the Administrator will meet Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Health Information Technology for Economic and Clinical Health (“HITECH”) requirements for the preservation of protected health information of Enrollees.

Clerical Error

Clerical errors or delays in keeping records for this Contract will not deny Benefits that would otherwise have been granted, nor extend Benefits that otherwise would have ceased, and call for a fair adjustment of Premium and Benefits to correct the error.

Compliance with Administrative Simplification, Security and Privacy Regulations

The parties will comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable information including executing any agreements as required by HIPAA. The parties agree that this Contract incorporates terms as necessary and as applicable to execute the required agreements to comply with federal regulations issued under the HIPAA and HITECH Act or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.

Conformity with Applicable Law

All legal questions will be governed by the laws of the state where this Contract was entered into and is to be performed. Any part of this Contract that conflicts with the laws of the state or federal law is hereby updated to conform to the minimum requirements of such law.

Entire Contract

This Contract, including the *EOC*, and any attachments, is the entire agreement between the parties. No agent has the authority to change or waive any of its provisions. Changes are not valid unless approved by at least one (1) of Our executive officers and the approval is endorsed on or attached to this Contract.

Holding Company

We are 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. We are 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 intercompany agreements. All such service agreements have respective regulatory agencies approval.

Impossibility of Performance

Neither party will 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 limited to include acts of God or of a public enemy, explosion, fire or unusually severe weather. Dates and times of performance may 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.

Incontestability

After this Contract has been in force for two (2) years it may only be contested for nonpayment of Premiums. No statement made by any person can be used in a contest after the Enrollee's coverage has been in force for two (2) years during the Enrollee's lifetime. No statement an Enrollee makes can be used in a contest unless it is in writing and signed by the Enrollee.

No claims for loss incurred or disability commencing after two (2) years from the date of issue of this Contract may be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss existed prior to the Effective Date of this Contract.

Incorporation Provision

The provisions of the attached *application, EOC*, and any attachments issued to change this Contract after the Contract Effective Date are hereby incorporated by reference and made a part of this Contract.

Legal Actions

No action at law or in equity may 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; nor may an action be brought after the expiration of five (5) years after the time written proof of loss is required to be furnished.

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 may be used in defense to a claim, unless it is contained in a written instrument signed by the Contractholder, a copy of which has been furnished to such Contractholder.

Mutual Confidentiality

The parties agree to maintain confidential information using the same degree of care (which will 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 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 will notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

New Enrollees

New eligible Enrollees and their Dependents may be added in accordance with the terms of this Contract.

Notice; Where Directed

All formal notices 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 will designate, in writing, a representative for purposes of receiving notices from Us. Contractholder may change its representative at any time with 30 days written notice to Us. The Contractholder's representative will provide any notices to the Enrollees within 30 days of receipt or sooner as required by federal or state law.

Not in Lieu of Workers' Compensation

This Contract is not a Workers' Compensation Contract. This Contract does not satisfy any requirement for coverage by Workers' Compensation Insurance.

Publications about Program

The parties agree to consult as is reasonably practical on all material published or distributed about this Contract. No material may be published or distributed which conflicts with the terms of this Contract.

Severability

If any part of this Contract, the EOC or any attachment is found to be illegal, void or not enforceable, all other portions of this Contract will remain in full force and effect.

Trademarks; Service Marks

Unless specifically allowed in this Contract, neither party will use the name, trademarks, service marks or other proprietary branding of the other party without the advance written approval of the other party.

Section 6 - Group Information

Contractholder Name: City of Pembroke Pines

Group Number: 22423

Effective Date: October 1, 2023

Contract Term: October 1, 2023 through September 30, 2026

Premiums:

Delta Dental agrees that the rates for the period of October 1, 2023 through September 30, 2025 will be the following amounts:

Enrollee Only:	\$26.89
Enrollee plus one Dependent Enrollee:	\$53.76
Enrollee plus two or more Dependent Enrollees:	\$94.59

Delta Dental agrees that the rates for the period of October 1, 2025 through September 30, 2026 will not exceed the following amounts:

Enrollee Only:	\$28.77
Enrollee plus one Dependent Enrollee:	\$57.52
Enrollee plus two or more Dependent Enrollees:	\$101.21

Remit Premium Payment to: Attn: Accounts Receivable
Delta Dental Insurance Company
P.O. Box 887564
Los Angeles, CA 90088-7564

Section 7 - Attachments

The following documents are incorporated by reference:

Evidence of Coverage

Attachments: (The following documents are attached to the EOC and incorporated by reference into this Contract.)

Attachment A: Deductibles, Maximums and Contract Benefit Levels

Attachment B: Services, Limitations and Exclusions

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.