DELTA DENTAL OF CALIFORNIA

(A Not-for-Profit Corporation Incorporated in California and a Member of the Delta Dental Plans Association)

Home Office: 100 First Street, San Francisco, California 94105
(Herein referred to as "Delta Dental")
415-972-8300

DELTA DENTAL PPO PLAN
5 – 99 Primary Enrollees

IN CONSIDERATION of the application made by the Contractholder as shown on Appendix C, and IN CONSIDERATION of payment by the Contractholder as stated in Article 3, Delta Dental of California ("Delta Dental") agrees to provide the Benefits in Article 4 for a period of one year, beginning at 12:01 a.m., Standard Time, on the Effective Date, shown on Appendix C, and from year to year thereafter, unless this Contract is terminated in accordance with Article 9. Premiums are payable by the Contractholder before the effective date, and thereafter as stated in Article 3.

The following documents are attached to this Contract and made a part hereof:

Appendix B Current Dental Terminology
Appendix C Monthly Premiums
Appendix D HIPAA Business Associate Agreement*

****If Contractholder has previously executed a Delta Dental Contract, a HIPAA Business Associate Agreement is not attached.***

This Contract contains the following Articles:

ARTICLE 1 - DEFINITIONS

These terms, when used in this Contract, mean the following:

1.1 ***Administrator*** - a third party entity designated by Delta Dental to perform administrative functions described throughout this Contract, including, but not limited to, the collection of Premiums and eligibility.

1.2 ***Benefits*** - those dental services that are available under the terms of this Contract as set out in Article 4.

1.3 ***Contract*** - this agreement between Delta Dental and the Contractholder including the attached appendices. This Contract is the entire Contract between the parties.

1.4 ***Contract Term*** - the period beginning on the effective date and ending one year later, and each subsequent yearly period during which this Contract remains in effect.

1.5 ***Covered Services*** – dental services to which Delta Dental will apply Benefit payments.

1.6 ***Delta Dental Dentist*** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.

1.7 ***Delta Dental PPO Dentist*** - a Delta Dental Dentist who meets the criteria for and has specially agreed with Delta Dental to participate in this PPO plan, or a Delta Dental Dentist who specializes in oral surgery, endodontia and periodontia.

1.8 ***Delta Dental PPO Dentist's Fee*** - the Delta Dental PPO Dentist's Usual, Customary and Reasonable fee, the fee which they have contractually agreed with Delta Dental to accept for treating Enrollees under this plan, or the Fee Actually Charged, whichever is less, for a Single Procedure.

1.9 ***Dentist*** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.

1.10 ***Dependent*** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.

1.11 ***Eligibility Date*** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract.

1.12 ***Enrollee*** - a Primary Enrollee or Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta Dental receives the appropriate monthly payment as set out in Article 3.

1.13 ***Enrollee Copayment*** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.

1.14 ***Fee Actually Charged*** - the fee for a particular dental service or procedure which a Dentist submits to Delta Dental on a claim less any portion of such fee that is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.

1.15 ***Participating Plan*** - Delta Dental and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist it in administering the Benefits of this Contract.

1.16 ***Premiums*** – the amounts payable by the Contractholder as provided in Article 3.

1.17 ***Prevailing Fee*** – an allowance determined by Delta Dental and/or a Participating Plan for services provided by a dentist who is not a Delta Dental Dentist.

1.18 ***Primary Enrollee*** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.

1.19 ***Procedure Numbers*** - the Procedure Numbers shown on Appendix B.

1.20 ***Single Procedure*** – a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Common Dental Terminology (CDT). Many CDT codes are listed in Appendix B of this Contract.

1.21 For a Dentist who has signed a Delta Dental Dentist Agreement with Delta Dental, his or her "Usual, Customary and Reasonable Fee" for any Single Procedure is the fee that the Dentist has filed with Delta Dental and which Delta Dental has accepted. For these Dentists, the words "Usual, Customary and Reasonable" means the following:

Usual - the amount which a Dentist regularly charges and receives for a given service. If the Dentist charges more than one fee for a given service, the "usual" fee for that service is the lowest fee which the Dentist regularly charges or offers to patients.

Customary - the fee is within the range of usual fees charged and received for a particular service by Dentists of similar training in the same geographic area which Delta Dental determines is statistically relevant.

Reasonable - a fee schedule is reasonable if it is "usual" and "customary." Additionally, a specific fee to a specific patient is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty, of the case in question.

ARTICLE 2 - ELIGIBILITY

2.1 All full-time, permanent employees who work a minimum of thirty (30) hours per week may enroll in this plan and will become eligible to receive Benefits upon completion of the employer's eligibility period as stated in the group application attached and made part of this Contract.

Employees who do not enroll when first eligible may enroll in this plan on a later date if proof of loss of prior coverage is provided to the Contractholder, Delta Dental or Delta Dental's designated agent and enrollment in this plan occurs within 30 days of the loss of the prior coverage.

2.2 Coverage for employees and their Dependents will start on the effective date. At least 80% of eligible employees must be enrolled during any Contract Term if the Contractholder contributes less than 100% of the Premiums for the employee's coverage. Primary Enrollee's covered under their spouse's dental health plan are not counted in calculating the minimum 80% Primary Enrollee participation. All eligible employees are required to enroll if the employer pays 100% of the Premiums for the employees' coverage.

2.3 Dependents of Primary Enrollees are eligible to enroll under this Contract provided: (1) said Dependents are enrolled at the time of enrollment of the employee or within 30 days of loss of any other coverage and proof of prior coverage is provided to the Contractholder; (2) contributions for the enrolled Dependent continue to be made through payroll deductions until the employee's coverage terminates, or the Dependent is no longer eligible as defined below, or the employee elects to discontinue dependent coverage; and (3) new Dependents who qualify for enrollment are enrolled on the first day of the month next following their eligibility as Dependents, except that dependent children up to four years of age may be enrolled at the beginning of any Contract Year including the Contract Year immediately following their fourth birthday.

2.4 Once a Primary Enrollee elects to discontinue dependent coverage, Dependents may not be re-enrolled under this plan, unless the Dependent is the subject of a Qualified Medical Child Support Order requiring the Primary Enrollee to provide the Dependent Benefits under this plan.

2.5 Dependents are the Primary Enrollee's legal spouse or domestic partner and unmarried dependent children from birth to age 19 or to age 25 if enrolled as full-time students in an accredited school, college or university. Children include stepchildren, children of a domestic partner, adopted children, children placed for adoption and foster children, provided they depend upon the Primary Enrollee for support and maintenance. The Dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired Dependents become eligible as soon as they acquire dependent status.

Domestic partners are defined as same sex partners, who are both at least 18 years of age, and opposite sex partners when one or both partners are over the age of 62. Domestic partners may be required to provide the Contractholder with a copy of the Declaration of Domestic Partnership registered with the Secretary of State of the State of California.

Domestic partners of the opposite sex when both are under age 62 may not register a partnership with the Secretary of State. However, the Contractholder has elected to extend coverage to such partners. An affidavit of opposite sex domestic partnerships under age 62 may be required by the Contractholder.

A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this Contract.

2.6 A dependent child, 19 years old or older, may continue to be covered even though not enrolled as a full-time student if the dependent child is, and continues to be, both incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness or condition and the dependent child is chiefly dependent upon the Primary Enrollee for support and maintenance.

Proof of these conditions must be submitted within 60 days after a request from either the Contractholder or Delta Dental. Neither Delta Dental nor the Contractholder will request such proof more frequently than annually.

2.7 Dependents in military service are not eligible.

2.8 Every enrolled employee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta Dental will not provide Benefits for any employee or his or her Dependents unless (1) the employee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payments are made as required by Article 3 of this Contract, for the months in which Delta Dental provides covered dental services.

2.9 The Contractholder will compile and furnish Delta Dental with an initial report of all Primary Enrollees, showing their Enrollee ID numbers, their dates of hire and location codes. The initial report shall be provided to Delta Dental or prior to the Effective Date of this Contract. The Contractholder also agrees to report all persons electing continued coverage under Article 10, showing their Enrollee ID numbers and date of election.

2.10 The Contractholder may continue to submit subsequent eligibility reports monthly or may report only additions or deletions to the initial report. If the report is not updated by the Contractholder or has not arrived or been processed for the current month, Delta Dental will extend the last report received to process claims. The extension of the eligibility report does not waive the requirement that the Contractholder provide an updated report to Delta Dental each month indicating additions or deletions from any previous report. The Contractholder shall pay, as set forth in Article 3, all Premiums applicable for Primary Enrollees reported in the updated report.

2.11 Enrollees are not eligible during a period the Primary Enrollee does not report to work on a regular basis and is not actively employed as determined by the Contractholder. Eligibility resumes on the first day of the month following the return to active employment if amounts due to Delta Dental for Enrollees have been paid. Eligibility can continue without interruption if the Contractholder continues to report the employee as a Primary Enrollee and the amounts due to Delta Dental are paid on the employee's behalf.

Coverage is reinstated on the day employment is resumed for Enrollees that are members of the National Guard or a military reserve unit absent from work due to active military duty. Any waiting period applied as a result of an Enrollee's absence from active employment due to service in the National Guard or military reserve unit shall be waived.

2.12 A Primary Enrollee absent from work due to a leave of absence governed by the "Family and Medical Leave Act of 1993" (P.L. 103-3) will not be subject to Section 2.11.

2.13 A Primary Enrollee absent from work due to a leave of absence governed by the "Uniformed Services Employment and Re-employment Rights Act of 1994" (P.L. 103-353) will not be subject to Section 2.11. Such Primary Enrollee shall have the right to continue coverage for up to 24 months while he or she is on military leave. If the Primary Enrollee elects this continued coverage, he or she must submit the Premiums necessary to the Contractholder.

2.14 A Primary Enrollee's eligibility ends on the last day of the month in which his or her full-time employment ends, unless he or she chooses to continue coverage under Article 10. A Dependent's eligibility ends along with the Primary Enrollee's, or sooner if the Dependent loses his or her dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

2.15 The Contractholder agrees to permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractholder's records in order to verify the accuracy of lists of Primary Enrollees prepared by the Contractholder and submitted to Delta Dental or Delta Dental's designated agent and to verify the Contractholder's compliance with Article 3 of this Contract.

ARTICLE 3 – PREMIUMS PAYMENT

3.1 The Contractholder agrees to pay the monthly Premiums shown on Appendix C to Delta Dental, at the address shown on the first page of this Contract, for all of the Contractholder's Primary Enrollees and their Dependents who are Enrollees as set forth in Article 2 of this Contract. The Contractholder agrees to pay no less than 75% the cost of coverage for the Primary Enrollees. Primary Enrollees agree to bear any remaining costs of coverage for themselves and their enrolled Dependents.

Contractholder agrees to pay the invoiced amount. Eligibility adjustments reported to Delta Dental after the date the invoice is prepared will be reflected on the subsequent month's invoice. Such adjustments are limited to the three-month period prior to the most current month for which the Contractholder provides eligibility data.

3.2 The Premium for each person electing continued coverage under the Continued Coverage Option in Article 10 for himself or herself will be the same as that for a single Primary Enrollee. The Premium for a person who also elects continued coverage for his or her Dependents will be the same as that for a Primary Enrollee with the same number of Dependents. The Contractholder may charge persons choosing coverage under Article 10 such amounts as are permitted by law.

3.3 If the Contractholder contracts for services of a third party to collect and submit Premiums to Delta Dental, the Contractholder agrees that it is ultimately responsible for the submission of Premiums to Delta Dental. Premiums payable to Delta Dental do not include charges or commissions payable by the Contractholder to a third-party administrator, agent or broker.

3.4 This Contract is not in effect until Delta Dental receives the initial Premiums from the Contractholder. The Contractholder agrees to pay subsequent Premiums to Delta Dental or Delta Dental's designated agent, on or before the 25th day of the month proceeding the coverage month of each month thereafter.

3.5 If this Contract terminates for any reason, the Contractholder agrees to pay all Premiums earned by Delta Dental but unpaid by the Contractholder.

3.6 Except as provided in the next paragraph, an agreement between Delta Dental and the Contractholder is required to change the Contractholder's Premium rates during a Contract Term.

3.7 During a Contract Term, if any government agency imposes any new tax on Delta Dental based on the amount of Premiums payable or the number of persons covered under this Contract, or if the rate of any existing tax on the amount of Premiums or the number of persons covered under this Contract increases, the Premiums stated in this Article will increase by the amount of any such new or increased tax(es).

ARTICLE 4 - BENEFITS PROVIDED; LIMITATIONS AND EXCLUSIONS

4.1 Subject to the limitations and exclusions set forth below, the following services are Benefits when they are provided by a Dentist and when they are necessary and customary as determined by the standards of generally accepted dental practice.

4.2 DIAGNOSTIC AND PREVENTIVE BENEFITS. Delta Dental agrees to pay the applicable percentage of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the following Diagnostic and Preventive Benefits provided by a Delta Dental PPO Dentist, a Delta Dental Dentist or a non-Delta Dental Dentist.

Applicable percentages are shown on the "HIGHLIGHTS OF YOUR DENTAL PLAN" page provided to each Primary Enrollee along with an Evidence of Coverage booklet. The Primary Enrollee shall be responsible for the difference between the amount paid by Delta Dental and the amount charged by the dentist.

Diagnostic- oral examinations (including initial examinations, periodic examinations and emergency examinations)
diagnostic casts
x-rays
examination of biopsied tissue
palliative (emergency) treatment of dental pain
specialist consultation

Preventive- prophylaxis (cleaning)
topical application of fluoride solution
space maintainers

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 calendar year while the Enrollee is covered under this Contract include: one (1) additional oral exam and either one (1) additional routine cleaning or one (1) additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.

4.3 BASIC BENEFITS. Delta Dental agrees to pay the applicable percentage of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the following Basic Benefits provided by a Delta Dental PPO Dentist, a Delta Dental Dentist or a non-Delta Dental Dentist.

Applicable percentages are shown on the HIGHLIGHTS page provided to each Primary Enrollee along with an Evidence of Coverage booklet. The Primary Enrollee shall be responsible for the difference between the amount paid by Delta Dental and the amount charged by the dentist.

Oral Surgery- extractions and certain other surgical procedures, including pre- and post-operative care

Restorative- amalgam, silicate or composite (resin) restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)

Endodontic- treatment of the tooth pulp

Periodontic- treatment of gums and bones supporting teeth

Sealants- topically-applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay

Adjunctive General Services- general anesthesia; office visit for observation; office visit after regularly scheduled hours; therapeutic drug injection; treatment of post-surgical complications (unusual circumstances); occlusal adjustment, limited

4.4 CROWNS, INLAYS, ONLAYS AND CAST RESTORATIONS BENEFITS. Delta Dental agrees to pay the applicable percentage of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Crowns, Inlays, Onlays and Cast Restorations Benefits, the treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, silicate or direct composite (resin) restorations, provided by a Delta Dental PPO Dentist, a Delta Dentist or a non-Delta Dental Dentist.

Applicable percentages are shown on the HIGHLIGHTS page provided to each Primary Enrollee along with an Evidence of Coverage booklet. The Primary Enrollee shall be responsible for the difference between the amount paid by Delta Dental and the amount charged by the dentist.

4.5 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay the applicable percentage of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the construction or repair of fixed bridges, partial or complete dentures to replace missing, natural teeth; for implant surgical placement and removal and for implant supported prosthetics, including implant repair and recementation provided by a Delta Dental PPO Dentist, a Delta Dental Dentist or a non-Delta Dental Dentist.

The applicable percentages are shown on the HIGHLIGHTS page provided to each Primary Enrollee along with an Evidence of Coverage booklet. The Primary Enrollee shall be responsible for the difference between the amount paid by Delta Dental and the amount charged by the dentist.

ORTHODONTIC BENEFITS MAY NOT BE COVERED UNDER THIS DENTAL PLAN. THE HIGHLIGHTS PAGE WILL INDICATE DELTA DENTAL'S APPLICABLE PERCENTAGE AND THE MAXIMUM AMOUNT FOR ORTHODONTIC BENEFITS TO BE PAID BY DELTA DENTAL, IF COVERED.

4.6 ORTHODONTIC BENEFITS. Delta Dental agrees to pay the applicable percentage of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the following Orthodontic Benefits when provided by a Delta Dental PPO Dentist, a Delta Dentist or a non-Delta Dental Dentist.

The applicable percentage for Orthodontics, ***if covered***, is shown on the HIGHLIGHTS page provided to each Primary Enrollee along with an Evidence of Coverage booklet. The Primary Enrollee shall be responsible for the difference between the amount paid by Delta Dental and the amount charged by the dentist.

Orthodontics are defined as the procedures performed by a licensed dentist, involving surgical repositioning of the teeth or jaws in whole or in part and/or the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of mal-alignment of teeth and/or jaws which significantly interferes with their function.

4.7 ***LIMITATIONS:***

(a) Only the first two oral examinations, including office visits for observation and specialist consultations, or combination thereof, provided to an Enrollee in a calendar year while he or she is an Enrollee under any Delta Dental plan are Benefits under this plan. See Note on additional Benefits during pregnancy.

(b) Delta Dental pays for full-mouth x-rays only after five years have elapsed since any prior set of full-mouth x-rays was provided under any Delta Dental plan.

(c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in a calendar year for children to age 18, or once in a calendar year for adults ages 18 and over, while enrolled under any Delta Dental plan.

(d) Diagnostic casts are a Benefit only when made in connection with subsequent orthodontic treatment covered under this plan.

(e) A prophylaxis (cleaning) or a Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan. See Note on additional Benefits during pregnancy.

Routine prophylaxis are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Periodontal Benefit.

(f) Periodontal scaling and root planing is a Benefit once for each quadrant each 24-month period. See Note on additional Benefits during pregnancy.

(g) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan for Enrollees under age 19.

(h) Sealant Benefits include the application of sealants only to permanent first molars through age eight (8) and second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within two (2) years of its application.

(i) Direct composite (resin) restorations are Benefits on anterior teeth and the facial surface of bicuspids. Any other posterior direct composite (resin) restorations are optional services and Delta Dental's payment is limited to the cost of the equivalent amalgam restorations.

(j) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while enrolled under any Delta Dental plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.

(k) Prosthodontic appliances and implants that were provided under any Delta Dental plan will be replaced only after five years have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing fixed bridge, partial denture or complete denture cannot be made satisfactory. Replacement of a prosthodontic appliance or implant supported prosthesis not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory. Implant removal is limited to one for each tooth during the Enrollee's lifetime whether provided under a Delta Dental or any other dental care plan.

(l) Delta Dental will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.

(m) If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the Enrollee is responsible for the remainder of the Dentist's fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.

If the dental plan has Orthodontic coverage as shown in the HIGHLIGHTS page, then the following Orthodontic limitations will apply:

ORTHODONTIC BENEFITS MAY NOT BE COVERED UNDER THIS DENTAL PLAN. THE PRIMARY ENROLLEE'S HIGHLIGHTS PAGE WILL INDICATE DELTA DENTAL'S APPLICABLE PERCENTAGE AND THE MAXIMUM AMOUNT FOR ORTHODONTIC BENEFITS TO BE PAID BY DELTA DENTAL, IF COVERED.

(n) Orthodontics, if covered, is limited to eligible dependent children.

(o) The lifetime maximum amount payable by Delta Dental for all Orthodontics whether paid for under the provisions of this Contract or under any prior dental plan is shown in the HIGHLIGHTS page.

(p) The obligation of Delta Dental to make payments for an Orthodontic treatment plan begun prior to the Eligibility Date of the Enrollee shall commence with the first payment due following the Enrollee's Eligibility Date. The maximum amount payable will apply fully to this and subsequent payments.

(q) The obligation of Delta Dental to make payments for Orthodontics shall terminate on the payment due next following the date the Dependent loses eligibility or the employee loses eligibility, or upon the termination of treatment for any reason prior to completion of the case, or upon termination of the Contract, whichever shall occur first.

(r) Delta Dental will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this plan.

(s) X-rays and extraction procedures incident to Orthodontics are not covered by Orthodontic Benefits, but may be covered under the provisions of the Contract, subject to all of the terms and provisions thereof.

(t) Delta Dental will pay the applicable percentage of the Dentist's fee for a standard orthodontic treatment plan involving surgical and/or non-surgical procedures. If the Enrollee selects specialized orthodontic appliances or procedures, an allowance will be made for the cost of the standard orthodontic treatment plan and the Enrollee is responsible for the remainder of the Dentist's fee.

4.8 ***EXCLUSIONS***: The following services are not Benefits:

(a) Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws.

(b) Services which are provided to the Enrollee by any, Federal or State Government Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except as provided in California Health and Safety Code Section 1373(a).

(c) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper or lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth).

(d) Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.

(e) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.

(f) Prescribed or applied therapeutic drugs, premedication or analgesia.

(g) Experimental procedures.

(h) All hospital costs and any additional fees charged by the Dentist for hospital treatment.

(i) Charges for anesthesia, other than general anesthesia administered by a licensed Dentist in connection with covered Oral Surgery services.

(j) Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).

(k) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.

(l) Replacements of existing restorations for any purpose other than active tooth decay.

(m) Intravenous sedation, occlusal guards and complete occlusal adjustment.

(n) Orthodontic Services unless Delta Dental's Applicable Percentage and an Orthodontic Maximum is shown in the Primary Enrollee's HIGHLIGHTS page.

(o) Delta Dental will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this plan.

4.9 An agreement between the Contractholder and Delta Dental is required to change Benefits during a Contract Term.

ARTICLE 5 - DEDUCTIBLES & MAXIMUM AMOUNT

5.1 Each Enrollee must satisfy the deductible amount, shown on the HIGHLIGHTS page, of fees for services that are Benefits received by an Enrollee during the term of this Contract and otherwise covered by this Contract. Delta Dental will compute these fees based on the Dentist's Usual, Customary and Reasonable fees.

5.2 Such deductible amounts shall apply once each calendar year or portion thereof during which the Enrollee is continuously eligible under this Contract.

5.3 The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Endodontic, Periodontic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year and the Orthodontic lifetime maximum amount provided to each Enrollee is shown in the Primary Enrollee's HIGHLIGHTS page.

ARTICLE 6 - COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is "primary" under the rules described below, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (California Health & Safety Code 1374.19).

6.2 If the other plan mainly covers services or expenses other than dental care, this plan is "primary." Otherwise, Delta Dental will use the following rules to determine which plan is "primary":

(a) The plan that covers the person as other than a Dependent is primary over the plan that covers the person as a Dependent, with the following exception:

If the person is also a Medicare Beneficiary and Medicare is:

(i) secondary to the plan covering the person as a Dependent; and

(ii) primary to the plan covering the person as other than a Dependent (for example, a retired employee),

then the Benefits of the plan covering the person as a Dependent are determined before the Benefits of the plan covering the person as other than a Dependent.

(b) The plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a dependent child whose parents are separated or divorced as described in (c) below).

(c) In the case of a dependent child whose parents are legally separated or divorced:

(i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the parent without custody.

(ii) If the parent with custody has remarried, the plan which covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the step-parent, and the plan which covers the child as a Dependent of the step-parent is primary over the policy or plan which covers the child as a Dependent of the parent without custody.

(iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this plan, then notwithstanding (i) and (ii), the plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other plan which covers the child.

6.3 The Benefits of a plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other plan covering such person as an employee.

6.4 If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one plan, Benefits order shall be determined as follows:

(a) The Benefits of the plan covering the person as an employee or Dependent shall be primary.

(b) The Benefits under continuation coverage shall be secondary.

6.5 If the primary plan cannot be determined by the rules described in this Article 6, the plan that has covered the person longer shall be primary.

6.6 An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dental Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

ARTICLE 7 - CONDITIONS UNDER WHICH DELTA DENTAL WILL PROVIDE BENEFITS

7.1 Benefits, unless otherwise provided in Article 4, are available from the Eligibility Date of an Enrollee.

7.2 An Enrollee may choose the services of any licensed Dentist, but neither Delta Dental nor the Contractholder guarantees the availability of any particular Dentist.

7.3 International Dentist Referral Service. Enrollees can obtain referrals for care outside of the United States through Delta Dental's partnership with International SOS Assistance Inc. (I-SOS). I-SOS provides referrals to dentists and dental clinics in nearly 200 countries worldwide. English-speaking operators are available around the clock to answer questions and assist with scheduling care. Delta Dental coverage outside the US is the same as Delta Dental out-of-network coverage within the US. Reimbursement is determined by the client's specific plan design and is based on the out-of-network benefit provided through the plan. Claims that result from services received out-of-country are paid at the out-of-network level. The I-SOS referral service is offered through a partnership agreement and will not be available if the agreement terminates.

7.4 Before Delta Dental is obligated to approve and/or satisfy any claims under this Contract, Delta Dental is entitled to receive, to such extent as is lawful, such information and records relating to attendance to or examination of or treatment provided to an Enrollee from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, as may be required in the administration of such claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his or her community or residence. Delta Dental agrees in every case to hold such information and records as confidential.

7.5 The process Delta Dental uses to determine or deny payment for services are distributed to all Delta Dental Dentists. They describe in detail the dental procedures covered as Benefits, the conditions under which coverage is provided and the limitations and exclusions applicable to the plan. Claims are reviewed for eligibility and are paid according to these processing policies. Those claims which require additional review are evaluated by Delta Dental's Dentist consultants. If any claims are not covered or if limitations or exclusions apply to services the Enrollee has received by a Delta Dental Dentist, the Enrollee will be notified by an adjustment notice on the Notice of Payment or Action. The Enrollee may contact Delta Dental's Customer Service department for more information regarding Delta Dental's processing policies.

7.6 Second Opinions. Delta Dental reserves the right to obtain second opinions through regional consultant members of its quality review committee. This committee conducts clinical examinations, prepares objective reports of dental conditions, and evaluates treatment that is proposed or has been proposed.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a predetermination of treatment cost by a Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the regional consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a regional consultant Delta Dental will pay for all charges.

The Enrollee may otherwise obtain second opinions about treatment from any Dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

A copy of Delta Dental's formal policy on second opinions is available from Delta Dental's Customer Service department, upon request.

7.7 For services provided by a dentist who is not a Delta Dental PPO Dentist or a Delta Dental Dentist, Delta Dental will pay the lesser of the Delta Dental PPO Dentist's Fee or the Fee Actually Charged that is entered on the claim form reporting such services to Delta Dental or the Prevailing Fee multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim from the Enrollee, Delta Dental will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim, reduced by the portion discounted, waived, rebated or not collected, or (2) the Delta Dental PPO Dentist's Fee.

7.8 Delta Dental will pay a Delta Dental Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dental Dentists provide that, in the event Delta Dental fails to pay the Dentist, the Enrollee will not owe the Dentist for any sums owed by Delta Dental.

7.9 Delta Dental will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dental Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta Dental will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the State of California. In the event Delta Dental fails to pay the Dentist who has not contracted with Delta Dental as a Delta Dental Dentist, the Enrollee may be liable to the Dentist for the cost of the service.

7.10 Delta Dental is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dental Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta Dental, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.

7.11 Delta Dental, with the assistance of Participating Plans, will give each Delta Dental Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) must be submitted to Delta Dental.

7.12 If an Enrollee has any questions about the services received from a Delta Dental Dentist, Delta Dental recommends that he or she first discuss the matter with the Dentist. If he or she continues to have concerns, the Enrollee may call or write Delta Dental. Delta Dental will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between the Enrollee and the group. If an Enrollee has any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, he or she may call Delta Dental toll-free at 1-800-765-6003, contact Delta Dental on the Internet web site: www.deltadentalins.com (or www.deltadentalins.com/espanol for Spanish users) or write Delta Dental at P. O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If an Enrollee's claim has been denied or modified, the Enrollee may file a request for review (a grievance) with Delta Dental within 180 days after receipt of the denial or modification. If in writing, the correspondence must include the group name and number, the Primary Enrollee's name and ID number, the inquirer's telephone number and any additional information that would support the claim for Benefits. The correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, Delta Dental will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Delta Dental's review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of Delta Dental's regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Delta Dental's review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and Delta Dental will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, Delta Dental shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

Delta Dental will provide the Enrollee a written acknowledgement within five calendar days of receipt of the request for review. Delta Dental will make a written decision within 30 calendar days of receipt of the request for review. Delta Dental will respond, within three calendar days of receipt, to complaints involving severe pain and imminent and serious threat to the Enrollee's health. An Enrollee may file a complaint with the Department of Managed Health Care after he or she has completed Delta Dental's grievance procedure or after he or she has been involved in Delta Dental's grievance procedure for 30 calendar days. An Enrollee may file a complaint with the department immediately in an emergency situation, which is one involving severe pain and/or imminent and serious threat to the Enrollee's health.

The California Department of Managed Health Care is responsible for regulating health care service plans. If the Enrollee has a grievance against the health plan, they should first telephone Delta Dental, the plan, at ***1-800-765-6003*** and use Delta Dental's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available an Enrollee. If the Enrollee needs help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by the plan, or a grievance that has remained unresolved for more than 30 calendar days, the Enrollee may call the department for assistance. Enrollees may also be eligible for an Independent Medical Review (IMR). If the enrollee is eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (***1-888-HMO-2219***) and a TDD line (***1-877-688-9891***) for the hearing and speech impaired. The department's Internet Web site (***http://www.hmohelp.ca.gov***) has complaint forms, IMR application forms and instructions online.

IMR is generally not applicable to a dental plan, unless that dental plan covers services related to the practice of medicine or offered pursuant to a contract with a health plan involving medical, surgical or hospital services.

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 their rights under the Employee Benefits Security Administration (EBSA). 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 200 Constitution Avenue, N.W. Washington, D.C. 20210.

7.13 The Benefits that Delta Dental provides are limited to the applicable percentages of the Dentist's fees or allowances specified in Article 4. The Contractholder requires the Enrollee to pay the balance of any such fee or allowance, known as the "Enrollee Copayment," as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Dentist discounts, waives or rebates any portion of the Enrollee Copayment to the Enrollee, Delta Dental only provides as Benefits the Dentist's fees or allowances reduced by the amount that such fees or allowances are discounted, waived or rebated.

ARTICLE 8 - OTHER DELTA DENTAL OBLIGATIONS

8.1 Delta Dental shall encourage Delta Dental Dentists to submit standardized claim forms before providing service, showing the Enrollee's dental needs and the treatment necessary in the professional judgment of the Dentist.

Delta Dental shall predetermine, from the claim and other data, what would be payable by Delta Dental and an Enrollee for the proposed service under the terms of this plan as of the date of predetermination.

Such predetermination shall not constitute a guaranty or authorization of Benefits under this Contract, and any actual payment by Delta Dental will depend upon the Enrollee's eligibility and remaining annual maximum when completed services are reported to Delta Dental.

Delta Dental shall advise Delta Dental Dentists to notify the Enrollee of all information provided by Delta Dental in the predetermination.

8.2 A Dentist may file a statement before treatment, showing the services to be provided to an Enrollee. Delta Dental will predetermine the amount of Benefits payable under this Contract for the listed services. A predetermination will become invalid at the end of the Contract Term or the date the Enrollee's eligibility ends.

8.3 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. Delta Dental shall not be obligated to recover claims paid to a Dentist as a result of Contractholder's retroactive adjustments to eligibility reports. The Contractholder agrees to reimburse Delta Dental for any erroneous claims payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

8.4 Delta Dental will provide professional review of the adequacy of service provided by Delta Dental Dentists.

8.5 Delta Dental, with the assistance of Participating Plans, agrees to furnish to the Contractholder on the effective date, and at reasonable times thereafter, a directory of Delta Dental Dentists and Delta Dental PPO Dentists who have agreed to provide the services described in this Contract. It is understood that the Dentists listed in that directory may change from time to time and Delta Dental reserves the right to update the directory without prior notice to the Contractholder. However, Delta Dental agrees to give notice to the Contractholder within a reasonable time of any Delta Dental Dentist's termination or breach of Contract, or inability to perform, which will materially and adversely affect the Contractholder.

Current information concerning the Delta Dental Dentist status of any Dentist may be obtained by telephoning the Delta Dental Customer Service department at 1-800-765-6003. The Dentists providing or contracting to provide dental services under this Contract are solely responsible for those dental services, and in no case will Delta Dental or the Contractholder be liable for any act or omission by such Dentists, their agents or employees.

8.6 Delta Dental agrees to give to the Contractholder, and the Contractholder agrees to make available to each Primary Enrollee, an Evidence of Coverage summarizing Benefits to which the Primary Enrollee is entitled and other provisions of this Contract. If an amendment to this Contract materially affects any Benefits described in such Evidence of Coverage, Delta Dental will issue a corrected Evidence of Coverage, rider or inserts.

8.7 This provision applies only to Contractholders reporting fewer than 20 employees as eligible) Delta Dental will provide to the Contractholder, and the Contractholder agrees to make available to each Primary Enrollee, at the time of a Qualifying Event under Cal-COBRA, a Cal-COBRA Disclosure/Election form.

ARTICLE 9 - TERMINATION AND RENEWAL

9.1 This Contract may be terminated for the following causes:

(a) By Delta Dental, if the Contractholder fails (1) to give Delta Dental a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder's records as called for under Article 2, or (3) to pay Premiums, in the amounts and manner required in Article 3, provided the Contractholder has been duly notified of such failure (and billed for Premiums, if applicable) and at least 15 days have elapsed since the date of notification.

(b) By either the Contractholder or Delta Dental, upon expiration of a Contract Term.

(c) By Delta Dental, if the number of Primary Enrollees reported by the Contractholder is less than five in each of three consecutive months, but only if Delta Dental gives written notice not more than 15 days after it receives the list of Primary Enrollees which indicates that such grounds for termination exists. Termination is effective as of the last day of the month in which written notice is given.

9.2 If Delta Dental terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta Dental is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta Dental for the greater of: (1) the unpaid Premiums applicable for the period this Contract was in effect before termination; or (2) the full amount of all Dentist's statements paid or otherwise discharged by Delta Dental during the full term of this Contract, plus 25% of such amount (to compensate Delta Dental for its administration of the dental plan), less amounts actually paid by the Contractholder to Delta Dental during the term of such Contract.

9.3 A party choosing to terminate this Contract at the end of a Contract Term must give at least 45 days written notice of termination to the other party. If Delta Dental wants to change the Premiums or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 45 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.

9.4 If the Contractholder notifies Delta Dental in writing of its intention to terminate this Contract as of any date other than the end of the Contract Term, such notice will be treated as a failure to pay Premiums, and such notice will constitute a waiver of notification and billing required of Delta Dental by paragraph 9.1(a)(3).

9.5 If an Enrollee believes that this Contract, or coverage hereunder, has been terminated or not renewed due to their health status or requirements for health care services, they may request a review by the California Director of Managed Health Care under California Health and Safety Code Section 1365(b).

9.6 If this Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract.

9.7 Within 30 days after the end of this Contract, Delta Dental will return to the Contractholder any Premiums paid which are applicable to a time period after the termination date, together with amounts due on claims, if any, less any amounts due to Delta Dental.

9.8 If Delta Dental accepts the proper amount of Premiums after termination of this Contract and without requiring a new application, that acceptance will reinstate the Contract as though never terminated, unless Delta Dental within five business days after it receives such payment, either (1) refunds the payment so made or (2) issues to the Contractholder a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from the terminated Contract in Benefits, coverage or otherwise.

9.9 All Benefits end for all Enrollees, when this Contract ends, and Delta Dental will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.

9.10 Delta Dental must notify the Contractholder in writing of any termination by Delta Dental under paragraph 9.1, and the Contractholder shall promptly mail a copy of such notice to each Primary Enrollee and provide Delta Dental with proof of mailing and the date thereof.

ARTICLE 10 - OPTIONAL CONTINUATION OF COVERAGE (COBRA)

10.1 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) and the California Continuation Benefits Replacement Act (or Cal-COBRA, pertaining to employers with two to 19 employees), both require that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." Enrollees may be entitled to continue coverage under this plan, *at the Qualified Beneficiary's expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event and whether the Enrollee is covered under federal COBRA or Cal-COBRA.

10.2 DEFINITIONS

The meaning of key terms used in this Article are shown below and apply to both federal and Cal-COBRA.

Qualified Beneficiary means:

1. Enrollees who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or

2. A child who is born to or placed for adoption with the Primary Enrollee during the period of continued coverage, provided such child is enrolled within 30 days of birth or placement for adoption.

Qualifying Event means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

Event 1: The termination of employment (other than termination for gross misconduct), or the reduction in work hours, by the Primary Enrollee's employer;

Event 2: The death of the Primary Enrollee;

Event 3: Divorce or legal separation from the Primary Enrollee;

Event 4: A dependent child ceasing to meet the description of dependent child;

Event 5: As to Dependents only, a Primary Enrollee becoming entitled to Medicare.

10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence Qualifying Event 1.

This 18 month period can be extended for a total of 29 months, provided:

1. A determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and

2. Notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify the employer/administrator within 30 days of any such determination.

If, during the 18 month continuation period resulting from Qualifying Event 1, the Primary Enrollee's Dependents experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

The Primary Enrollee's Dependents may continue coverage for 36 months following the month in which Qualifying Events 2, 3, 4 or 5 occur.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their Dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's Dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

10.4 PERIODS OF CONTINUED COVERAGE UNDER CAL-COBRA (groups of 2 - 19)

In the case of Cal-COBRA, Delta Dental or Delta Dental's designated agent will act as the administrator. Notification and Premium payments should be made directly to Delta Dental or its designated agent. Notifications and payments should be delivered by first-class mail, certified mail or other reliable means of delivery.

Individuals who are eligible for coverage under the federal COBRA law are not eligible for coverage under Cal-COBRA. The employer must notify Delta Dental in writing within 30 days of the date when the employer becomes subject to COBRA.

Qualified Beneficiaries may continue coverage for 36 months following the month in which Qualifying Events 1, 2, 3, 4 or 5 occur.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary is determined under Title II or Title XVI of the Social Security Act to be disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continuation coverage; and notice of the determination is given to the employer during the initial period of continuation coverage and within 60 days of the date of the social security determination letter, the Qualified Beneficiary may continue coverage for a total of 36 months following the month in which Qualifying Event 1 occurs.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Qualified Beneficiary must notify the employer or administrator within 30 days of any such determination.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary experiences Qualifying Events 2, 3, 4 or 5, he or she must notify the employer within 60 days of the second qualifying event and has a total of 36 months continuation coverage after the date of the date of the first Qualifying Event.

Delta Dental shall notify the Primary Enrollee of the date his or her continued coverage will terminate. This termination notification will be sent during the 180 day period prior to the end of coverage.

10.5 ELECTION OF CONTINUED COVERAGE

The Primary Enrollee's employer shall notify Delta Dental in writing within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer or the administrator in writing within 60 days of Qualifying Events 2, 3, 4 or 5, or within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer or the administrator will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer or the administrator written notice of the election to continue coverage. Failure to provide this written notice of election to the employer or the administrator within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial Premium to his or her employer or the administrator, which includes the Premium for each month since the loss of coverage. Failure to pay the required Premium within the 45 days will result in loss of the right to continued coverage, and any Premiums received after that date will be returned to the Qualified Beneficiary.

10.6 CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

10.7 TERMINATION OF COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occur:

1. The allowable number of consecutive months of continued coverage is reached;

2. Failure to pay the required Premium in a timely manner;

3. The employer ceases to provide any group dental plan to its employees;

4. The individual moves out of the plan's service area;

5. The individual first obtains coverage for dental benefits, after the date of the election of continued coverage, under another group health plan (as an employee or dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such person, if that pre-existing condition is covered under this plan;

6. Entitlement to Medicare.

The employer or Primary Enrollee shall notify Delta Dental or the administrator within 30 days of the occurrence of any of the above events. Once continued coverage terminates, it cannot be reinstated.

10.8 TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person's ability to elect continuation coverage under the employer's subsequent dental plan, if any. The employer must notify the successor plan of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage under that plan.

The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan had such plan with the former employer not terminated. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to the new group benefit plan within 30 days of receiving notice of the termination of the Delta Dental plan.

10.9 OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan.

ARTICLE 11 - GENERAL PROVISIONS

11.1 No agent has authority to change this Contract or waive any of its provisions. Delta Dental may not change premium rates, copayments or deductibles, if any, during any of the following time periods:

(a) after the Contractholder has delivered written acceptance of the Contract,
(b) after the start of an annual open enrollment period, if any, and;
(c) after receipt of the Premium for the first month of the contract term.

Premiums may be changed under the following exceptions:

(a) when authorized or required in the Contract,
(b) when Premiums are subject to execution of a definitive agreement, and;
(c) when Delta Dental and the Contractholder mutually agree in writing.

No change in this Contract is valid unless approved by an executive officer of Delta Dental and included in this Contract by written amendment.

11.2 The provisions of this Contract are severable. If any portion of this Contract or any Amendment of it is determined to be illegal, void or unenforceable by any arbitrator, court or other competent authority, all other provisions of this Contract will remain in effect.

11.3 The parties agree that the laws of the State of California, where the Contract was entered into and is to be performed, govern all questions regarding the interpretation or enforcement of this Contract. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1 of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by those laws bind Delta Dental whether or not stated in this Contract.

11.4 Delta Dental and the Contractholder agree to consult each other to the extent reasonably practical concerning all materials published or distributed relating to this Contract. Neither Delta Dental nor the Contractholder will publish or distribute materials which are contrary to the terms of this Contract.

11.5 Delta Dental and the Contractholder agree to permit and encourage the professional relationship between Dentist and Enrollee to be maintained without interference.

11.6 The Contractholder shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. The Contractholder may change its representative at any time on 30 days notice to Delta Dental. Any notice required from Delta Dental to any Enrollee may be given to the Contractholder's representative, who shall disseminate such notice to the Enrollee by the next regular communication but in no event later than 30 days after receipt thereof.

11.7 The Contractholder shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplification, security or privacy laws or regulations.

11.8 Any notice under this Contract will be sufficient if given by either the Contractholder or Delta Dental to the other or, in the case of employees of the Contractholder, to its Group Representative at the addresses provided by the Contractholder when initial Premiums were submitted to Delta Dental or Delta Dental's designated agent.

Such notice will be effective 48 hours after deposit in the United States mail with postage fully prepaid thereon.

CONTRACTHOLDER:_____

BY:_____

Printed Name:_____

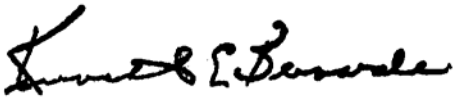
GROUP NUMBER:_____

DATE:_____

DELTA DENTAL®

BY:

Belinda Martinez
Senior Vice President
Sales/Marketing



Kenneth E. Bernardi
Vice President, Underwriting and Actuarial Services

DATE: _____