DELTA DENTAL OF WISCONSIN, INC. A NOT-FOR-PROFIT SERVICE CORPORATION CONTRACT TO PROVIDE DENTAL CARE BENEFITS

DELTA DENTAL PPO Declarations

The term of this Contract between **County of Dane** and **Delta Dental of Wisconsin, Inc.**, P.O. Box 828, Stevens Point, Wisconsin will be January 1, 2014 through December 31, 2014. This Contract will be automatically renewed, subject to the provisions of Article VIII. This Contract is issued in consideration of the Group's Application and advance payment of initial Premium.

Delta Dental and the above-named Group agree to the obligations and provisions of this Contract. The limit of Delta Dental's liability for Benefits is as stated in this Contract. Delta Dental's obligations are subject to all other terms and conditions of this Contract.

Claim settlement under this Contract is based upon a predetermined methodology, which may be less than the provider's billed charge. See Article I, Section 1.18 of the Master Group Contract for a more detailed explanation.

DELTA DENTAL OF WISCONSIN, INC.

Smin Brow BY:

Dennis L. Brown President

DATE: November 21, 2013

1. **CONTRACT NUMBER(S):** 05012 - 00000

2. **REQUIRED ENROLLMENT:**

- (a) Of the Employer Units where the Employer funds 100% of the premium, 100% of all eligible full-time employees must be enrolled. 100% of those employees with dependents must enroll for family coverage. Of the Quasi-governmental units where the Employer funds less than 100% of the premium, that same percentage of all eligible employees must be enrolled and that same percentage of those employees with dependents must enroll for family coverage.
- (b) If enrollment drops below 10% of initial enrollment, Delta Dental reserves the right to review the Rates or to terminate coverage.
- (c) In addition to this Delta Dental plan, the following Delta Dental Benefit options and/or other dental plans will be offered to this Group's employees: no other dental plans offered.
- (d) Changes in enrollment status will be considered during an Open Enrollment Period 30 days prior to the Contract renewal date, with changes becoming effective on the renewal date. Open enrollment will be determined by both the Group and Delta Dental.

3. TERMS OF ELIGIBILITY:

- (a) Eligibility begins: For eligible new employees, eligibility begins the first day of the month following the waiting period.
- (b) For eligible new employees, the waiting period is 30 days.
- (c) For employees enrolling their Dependents:
 Dependent children are eligible through the end of the month on which they attain age 26, regardless of student status, or if age 26 and beyond, to the date they lose eligibility due to the Dependent's inability to meet all of the requirements contained in Section 3.1 (b) of the Master Group Contract.
- 4. **DEDUCTIBLE LIMITATIONS:** Delta Dental shall not be obligated to pay any Deductible indicated in the Declarations, in whole or in part, during the term of this Contract.

The Deductible for Dental Procedures provided by Delta Dental PPO Dentists is \$25 per Subscriber and per Covered Dependent, per Benefit Accumulation Period; however, no family will pay more than \$75 per Benefit Accumulation Period in Deductibles regardless of the number of family members covered.

The Deductible for Dental Procedures provided by Delta Dental Premier Dentists is \$25 per Subscriber and per Covered Dependent, per Benefit Accumulation Period; however, no family will pay more than \$75 per Benefit Accumulation Period in Deductibles regardless of the number of family members covered.

The Deductible for Dental Procedures provided by Noncontracted Dentists is \$25 per Subscriber and per Covered Dependent, per Benefit Accumulation Period; however, no family will pay more than \$75 per Benefit Accumulation Period in Deductibles regardless of the number of family members covered.

5. MAXIMUM CONTRACT BENEFITS PER PERSON: The maximum total Benefit payable in any Benefit Accumulation Period is limited to the amount specified below.

The maximum total Benefit per Subscriber and per Covered Dependent, per Benefit Accumulation Period for Dental Procedures provided by Delta Dental PPO Dentists is \$2,000, and \$2,000 for Dental Procedures provided by Delta Dental Premier Dentists, and \$2,000 for Dental Procedures provided by Noncontracted Dentists. In no case will the maximum total Benefit exceed \$2,000 regardless of the network chosen.

6. **ORTHODONTIC MAXIMUM BENEFIT:** Delta Dental's obligation for orthodontic Benefits is limited to the lifetime maximum specified in this Item of the Declarations.

The maximum lifetime orthodontic Benefit is \$2,000 for each Subscriber and each Covered Dependent. Dependent children are covered to age 26.

7. MONTHLY PREMIUM:

June 1, 2014 – December 31, 2014:

Single Coverage (employee, 1 Party) - \$46.74 Family Coverage (employee and spouse, 2 Party) - \$131.78 Family Coverage (employee and child(ren)) - \$131.78 Family Coverage (full family, 3+ Party) - \$131.78

January 1, 2015 the renewal rates will not exceed a 10% increase.

January 1, 2016 the renewal rates will not exceed a 10% increase.

8. SCHEDULE OF BENEFITS, LIMITATIONS AND COVERAGE PERCENTAGE:

This Contract provides the following Benefits subject to the Coverage percentage listed for each Benefit and subject to any applicable Deductible. The Coverage and Coinsurance percentages may vary based upon the network membership of the treating Dentist at the time the Dental Procedure is completed. The application of the Deductible, if any, also may vary based upon the network membership of the treating Dentist at the time the Dental Procedure is completed. For example, if the Coverage percentage shown is "80," that Benefit is 80% of the Maximum Plan Allowance, after satisfaction of any applicable Deductible. In the same example, the Coinsurance (the amount the patient must pay) would be the remaining 20%.

If the Coverage percentage shown is "0", that Benefit is not provided in the Group Contract.

The Benefit Accumulation Period begins on January 1, 2014 ends on December 31, 2014, and thereafter shall be the 12 month period beginning on January 1, 2015.

PPO = Delta Dental PPO Dentist	Premier = Delta Dental Premier Dentist	NC = Noncontracted Dentist
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Does Deductible Apply? Yes/No		Coverage Percentage				
PPO	Premier	NC	PPO	Premier	NC	Benefit
Ν	Ν	Ν	100	100	100	Examinations at six month intervals.
N	N	N	100	100	100	Full mouth series x-rays at thirty six month intervals; either individual films, or panoramic film, including bitewings.
N	N	N	100	100	100	Bitewing x-rays no more frequently than at six month intervals (limited to a set of four films).
						Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure at six month intervals.
Ν	Ν	Ν	100	100	100	Routine prophylaxis.
Y	Y	Y	80	80	80	Periodontal maintenance procedure.
N	N	N	100	100	100	Topical fluoride applications at six month intervals for Covered Dependent children to age 19.
N	N	N	100	100	100	Space maintainers for retaining space when a primary tooth is prematurely lost.
Y	Y	Y	80	80	80	Emergency treatment to relieve pain.
Y	Y	Y	80	80	80	Topical application of sealants for Covered Dependents to age 16. Application is limited to the occlusal surface of permanent molars which are free of decay and restorations. Benefits for sealants are limited to one application per tooth per lifetime.
Y	Y	Y	80	80	80	
ĭ	Y	Y	80	80	80	Amalgam (silver) restorations.
Y	Y	Y	80	80	80	Composite (tooth colored) restorations for all teeth.

Does Deductible Apply? Yes/No		Coverage Percentage				
PPO	Premier	NC	PPO	Premier	NC	Benefit
Y	Y	Y	80	80	80	Stainless steel crowns – one per tooth in a three year period.
Y	Y	Y	80	80	80	Endodontics including root canal treatment and root canal therapy.
Y	Y	Y	80	80	80	Surgical endodontic treatment.
Y	Y	Y	80	80	80	Non-surgical periodontics including procedures necessary for the treatment of diseases of the gums and bone supporting the teeth – treatment is limited to once per quadrant every 24 months.
Y	Y	Y	80	80	80	Surgical periodontic treatment; treatment is limited to once per quadrant every 36 months.
Y	Y	Y	80	80	80	Non-surgical extractions.
Y	Y	Y	80	80	80	Oral surgery (cutting procedures) and surgical extractions including pre-operative and post-operative care.
						Crowns, inlays, or onlays are provided when teeth are broken down by dental decay or accidental injury and may no longer be restored adequately with a filling material. Coverage for the purpose of replacing a defective existing crown, inlay or onlay will be provided only after a five year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Contract.
Y	Y	Y	80	80	80	Porcelain veneers on crowns are Benefits on the six front teeth, bicuspids, and upper first molars.

Does Deductible Apply? Yes/No		Coverage Percentage				
PPO	Premier	NC	PPO	Premier	NC	Benefit
						Prosthetics, including fixed bridgework, implants, partial dentures, and complete dentures to replace missing permanent teeth. Coverage for the purpose of replacing a defective existing fixed bridge or partial/complete denture will be provided only after a five year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Contract. Porcelain veneers on crowns or pontics are Benefits on the six front teeth, bicuspids, and
						upper first molars. Fixed bridges, partial/complete dentures or implants are provided where chewing function is impaired due to missing teeth. A fixed bridge or implant and implant related procedures may be a Benefit if no more than two teeth are missing in the dental arch in which the bridge is proposed. Delta Dental will provide for replacement of missing teeth with the least elaborate procedure when three or more teeth are missing in the dental arch.
Y	Y	Y	80	80	80	Coverage for initial replacement of teeth is not limited to those lost while a Subscriber or Covered Dependent.
Y	Y	Y	80	80	80	Repairs and adjustments to prosthetic appliances. Denture reline and rebase is a Benefit once in any three year period.

Does Deductible Apply? Yes/No		Coverage Percentage				
PPO	Premier	NC	PPO	Premier	NC	Benefit
						Covered orthodontic appliances and treatment, related services for orthodontic purposes to include examination, x-rays, extractions, photographs, and study models, subject to the orthodontic maximum benefit.
						Repair and replacement of orthodontic appliances are not covered.
						Delta Dental calculates all orthodontic treatment schedules according to the following formula:
						- 25% of the total Maximum Plan Allowance (subject to the Coverage Percentage stated herein and any applicable Deductible) is considered the initial payment to be paid by Delta Dental.
						- The remainder of the Maximum Plan Allowance is divided by the months of treatment and the resulting amount is paid monthly by Delta Dental (subject to the Coverage Percentage, any applicable Deductible and the orthodontic maximum Benefit stated herein.)
						If orthodontic treatment is stopped for any reason before it is complete, Delta Dental will suspend all monthly payments.
						Coverage includes orthodontic treatment in progress. Treatment is in progress if an appliance or banding has been placed and the patient is receiving treatment by the attending orthodontist according to a current treatment plan. Liability for orthodontic treatment in progress shall extend only to the unearned portion of the treatment in progress (that portion occurring after enrollment) and Delta Dental shall be the sole determinant of this unearned amount eligible for coverage. However, there are no Benefits available for Dental Procedures, including orthodontic
Y	Y	Y	50	50	50	treatment in progress, after coverage terminates.

OPTIONAL PROCEDURES

Delta Dental will pay the applicable Maximum Plan Allowance for the least expensive Dental Procedure that is adequate to restore the tooth or dental arch to contour and function, but only if that Dental Procedure is a Benefit of this Contract. The Subscriber or Covered Dependent will be responsible for the remainder of the Dentist's fee if a more expensive Dental Procedure is selected. The Coinsurance and Deductible will apply regardless of which Dental Procedure is selected.

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POLICY ENDORSEMENT NO. 00704 11152011

Endorsement to Declarations

This Endorsement is attached to and forms a part of the Master Group Contract to provide dental care Benefits between **County of Dane** and **Delta Dental of Wisconsin, Inc.** and supersedes any previous endorsement provided to you regarding Evidence-Based Integrated Care Plan, ("EBICP").

This Endorsement modifies the group dental Benefits afforded by your Master Group Contract, Declarations, and any Insuring Agreement Endorsements attached thereto, issued by Delta Dental of Wisconsin, Inc. and must be read in conjunction therewith. All terms and conditions of your Master Group Contract, Declarations, and any Insuring Agreement Endorsements attached thereto remain in effect except as modified by this Endorsement. Please read this Endorsement carefully.

Please be advised that on January 1, 2014, the following Evidence-Based Integrated Care Plan ("EBICP") Benefits are provided under your Policy. To participate in EBICP, eligible dental plan enrollees or their Dentists are required to set the appropriate health condition indicator online at <u>deltadentalwi.com</u> or a Delta Dental of Wisconsin representative will assist in setting the EBICP indicator by telephone. The EBICP Periodontal Disease health condition indicator will be automatically updated when non-surgical or surgical periodontal procedures are processed by Delta Dental of Wisconsin.

The EBICP Benefits are as follows:

Periodontal Disease

- 1. With an indicator of surgical or non-surgical treatment of **Periodontal Disease**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.
- 2. With an indicator of surgical or non-surgical treatment of **Periodontal Disease**, a participant is eligible for topical fluoride application beyond the age limitation of the Master Group Contract.

Diabetes

1. With an indicator of a **Diabetes** diagnosis, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.

Pregnancy

1. With an indicator of **Pregnancy**, a participant is eligible for one additional dental visit for adult prophylaxis or periodontal maintenance during the pregnancy.

High Risk Cardiac Conditions

- 1. With an indicator for **High Risk Cardiac Conditions**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis. High risk cardiac condition indicators are:
 - History of infective endocarditis
 - Certain congenital heart defects (such as having one ventricle instead of the normal two)
 - o Individuals with artificial heart valves
 - Heart valve defects caused by acquired conditions like rheumatic heart disease
 - Hyper tropic cardiomyopathy which causes abnormal thickening of the heart muscle
 - Individuals with pulmonary shunts or conduits
 - Mitral valve prolapse with regurgitation (blood leakage)

Suppressed Immune System Conditions

- 1. With an indicator for **Suppressed Immune System Conditions**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.
- 2. With an indicator of **Suppressed Immune System Conditions**, a participant is eligible for topical fluoride application beyond the age limitation of the Master Group Contract.

Kidney Failure or Dialysis Conditions

1. With an indicator for **Kidney Failure or Dialysis Conditions**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.

Cancer Related Chemotherapy and/or Radiation

- 1. With an indicator for **Cancer Related Chemotherapy and/or Radiation**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.
- 2. With an indicator of **Cancer Related Chemotherapy and/or Radiation**, a participant is eligible for topical fluoride application beyond the age limitation of the Master Group Contract.

THIS ENDORSEMENT IS PART OF THE MASTER GROUP CONTRACT, DECLARATIONS AND INSURING AGREEMENT REFERENCED HEREIN AND SHOULD BE KEPT WITH THOSE DOCUMENTS.

POLICY ENDORSEMENT - 00704 11152011

This Policy Endorsement is attached to and forms a part of the Master Group Contract and Declarations to provide dental care benefits between County of Dane and Delta Dental of Wisconsin, Inc.

This endorsement modifies the group dental benefits afforded by your Master Group Contract, Declarations and any Insuring Agreement Endorsements attached thereto, issued by Delta Dental of Wisconsin, Inc., and must be read in conjunction therewith. All terms and conditions of your Master Group Contract, Declarations, and any Insuring Agreement Endorsements attached thereto remain in effect, except as modified by this endorsement. Please read this endorsement carefully.

This endorsement does not apply to coverage under Section 3.6, Continued Coverage, of your Master Group Contract.

It is understood and agreed that effective January 1, 2014, the Master Group Contract and Declarations will be amended as set forth below:

- 1. Where the terms "Dependent" and "Covered Dependent" appear in the Master Group Contract and Declarations, those terms will also include "Domestic Partner," as defined in this endorsement, and a Domestic Partner's unmarried children if otherwise eligible under Section 3.1(b)(ii) and (iii) of your Master Group Contract.
- 2. Where the terms "spouse," "covered spouse," or "parent" appear in the Master Group Contract and Declarations, the term "Domestic Partner," as defined herein, is also included.
- 3. Where the terms "divorce" or "legal separation" appear in the Master Group Contract and Declarations, the words "failure to meet the requirements of a Domestic Partnership as defined herein" are also included.
- 4. Section 2.1(d)(ii) the Master Group Contract replaced in its entirety by the following:

2.1 Responsibilities of Group.

(d) (ii) "loss of eligibility for coverage of the Subscriber under this Contract due to termination of employment, divorce, death, or failure to meet the requirements of a Domestic Partnership as defined herein."

5. Article I, DEFINITIONS, of the Master Group Contract is amended to add the following definition:

1.26 "Domestic Partner" means two people who:

a) are of the same or opposite gender;

b) are at least 18 years of age and competent to enter into contracts;

c) have a mutually exclusive relationship that is similar to marriage and intend to stay in that relationship permanently;

d) have not entered into their relationship for the primary purpose of obtaining health insurance;

e) have lived together at the same permanent residence for at least 90 consecutive days and intend to continue residing in the same principal residence;

f) are not blood relatives to a degree that would prohibit their marriage in the state of their primary residence;

g) neither partner is married or legally separated, and if either partner has been a party to an action or proceeding for divorce or annulment, at least 90 consecutive days have elapsed since the judgment terminating the marriage;

h) neither partner is currently registered as a domestic partner with a different domestic partner, and if either partner has been registered or been a domestic partner in a domestic partnership, at least 90 consecutive days have elapsed since the effective date of termination of that registration or domestic partnership.

i) must be jointly responsible for each other's common welfare and financial obligations as demonstrated by proof of at least three (3) of the following:

- (i) common ownership of real property or a common leasehold interest in real property;
- (ii) joint ownership of a motor vehicle, bank account, or credit account;
- (iii) beneficiary designations with either listed as the beneficiary for life insurance benefits on the other person's life, the beneficiary of the other person's retirement benefits, or as a testamentary beneficiary in the other person's Last Will and Testament;
- (iv) a power of attorney, or a healthcare directive appointing either as the other person's attorneyin-fact or similar representative;
- (v) driver's licenses listing a common address for both partners.

- 6. Section 3.1(d), Eligibility, of the Master Group Contract, is amended to add the following:
 - (iv) A Domestic Partner. Plan Sponsor is responsible for making the determination as to whether a person qualifies for coverage as a Domestic Partner under this endorsement and will advise Delta Dental when it has made such a determination for an Eligible Employee.

THIS ENDORSEMENT IS PART OF THE MASTER GROUP CONTRACT AND DECLARATIONS REFERENCED HEREIN AND SHOULD BE KEPT WITH THOSE DOCUMENTS.