



GROUP POLICY

10016675

Issued To

Lewis and Clark College

by

Delta Dental Plan of Oregon

Delta Dental Plan of Oregon agrees to provide the dental care benefits described in the enclosed handbook to members. The benefits to be provided, the amount of premiums and all other terms and conditions are set forth in the policy and included handbook.

By:

A handwritten signature in black ink, appearing to read "Scott Loftin".

Scott Loftin
Senior Vice President

Insurance products provided by Oregon Dental Service, doing business as
Delta Dental Plan of Oregon
Portland, Oregon

TABLE OF CONTENTS

SECTION 1 THE CONTRACT.....3

SECTION 2 DEFINITIONS3

SECTION 3 POLICY INFORMATION AND REQUIREMENTS4

SECTION 4 POLICY TERM, CHANGES AND TERMINATION.....5

SECTION 5 GENERAL OREGON CONTINUATION.....7

SECTION 6 OREGON CONTINUATION COVERAGE FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER7

SECTION 7 COBRA CONTINUATION COVERAGE.....8

SECTION 8 GENERAL PROVISIONS9

SECTION 1 THE CONTRACT

This policy, including the Group's application, the handbook for members, and any exhibit, endorsement or appendix, is the entire contract between the Group and Delta Dental. It states all of the terms of the insurance contract. The handbook will be made available to all members.

- 1.1 **Group Number:** 10016675
- 1.2 **Group Name:**Lewis and Clark College
- 1.3 **Effective Date of Policy:**April 1, 2023

SECTION 2 DEFINITIONS

- 2.1 **Delta Dental** refers to Delta Dental Plan of Oregon, a business name used by Oregon Dental Service, a not-for-profit dental healthcare service contractor.
- 2.2 **Eligible Employee** refers to any person who:
- a. is a permanent documented full time employee, sole proprietor, owner, business partner, or corporate officer of the Group
 - b. is not a leased, seasonal, substitute or temporary employee, or an agent, consultant, or independent contractor
 - c. is paid on a regular basis through the payroll system, has federal taxes deducted from such pay, and is reported to Social Security;
 - d. works for the Group on a regularly scheduled basis at least 20 hours per week
 - e. satisfies any orientation and/or eligibility waiting period

Employment information, including relevant business and tax records, are subject to audit, and Delta Dental may require owners, operators, sole proprietors, business partners, or officers to further attest in writing that they qualify as eligible employees.

- 2.3 **Group** refers to Lewis and Clark College, an organization actively engaged in business that employs a minimum of 51 eligible employees on the effective date of this policy and on subsequent policy anniversary dates.
- 2.4 **Member** refers to a subscriber or the dependent of a subscriber who is insured by this policy.
- 2.5 The **Parties** to this policy are Delta Dental Plan of Oregon and the Group.
- 2.6 **Plan** refers to the dental benefit plan sponsored by the Group and insured by this policy. The member handbook further describes the Plan provisions.
- 2.7 **Plan Administrator** refers to the Group.
- 2.8 **Subscriber** refers to an eligible employee or a former employee who is insured by this policy after Delta Dental's acceptance of their application.

SECTION 3 POLICY INFORMATION AND REQUIREMENTS

These are the requirements for the Group to become insured and remain insured by this policy. Delta Dental may terminate the policy at any time the Group does not meet these requirements.

3.1 Employees Eligible to Become Enrolled

All eligible employees of the Group and employees on leave of absence under state and/or federal family and medical leave provisions, who have completed any orientation period.

Eligible employees are:

Employees working a minimum of 20 hours per week.

3.2 Waiting Period

Employees may become covered the first day of the month following their date of hire and any orientation period with the Group.

Time served as a part-time employee will count towards the waiting period provided there is no break in employment, and the employee worked on a regularly scheduled basis.

3.3 Monthly Premium Cost

Subscriber only.....	\$54.67
Subscriber + spouse or domestic partner.....	\$125.73
Subscriber + child(ren).....	\$103.88
Subscriber + family.....	\$174.93

3.4 Premium Due Date

All premiums shall be due on the first of each month.

3.5 Premium Collection, Submission and Grace Period

Before the first of each calendar month, the Group must collect the premiums for that month for each member and submit them to Delta Dental. If the premium for the Group or any member is not received by the 15th of the month (the grace period), the Group's, or member's insurance may be terminated at the end of the calendar month for which premiums were received by Delta Dental. Termination and reinstatement are at the option of Delta Dental.

Delta Dental reserves the right to require that premiums be paid through electronic fund transfer (EFT).

3.6 Group Contribution

This plan does not have a minimum Group contribution requirement.

3.7 Subscriber Portion of Premium

One Person cost	25%
Two Person cost	50%
Family cost	70%
Composite cost	N/A

3.8 Participation

70% of eligible employees and 25% of eligible dependents will be enrolled in this Plan.

3.9 Terms of Offering Enrollment

The Group must offer enrollment in this Plan to all eligible employees and their eligible dependents on terms and conditions no less favorable than the terms and conditions of offering for any alternative health care plan available through the Group.

SECTION 4 POLICY TERM, CHANGES AND TERMINATION

4.1 Policy Term

The term of this policy shall commence on the date shown in section 1.3 and shall continue in effect for 1 year (the **Initial Term**).

4.2 Policy Anniversary

The policy anniversary date shall be the day after the initial term has ended, and every 12 months thereafter.

4.3 Automatic Renewal

Following the initial term, this policy shall automatically renew each policy anniversary date for a 12 month period, subject to section 4.4 and section 4.9.

4.4 Modification of Policy

In the absence of an amendment or endorsement mutually agreed upon between the Group and Delta Dental, and except as prescribed in section 4.6, no change in premium rates shall be made during a policy term.

Delta Dental may modify the policy at any policy anniversary date by giving the Group 150 days prior written notice. Payment of premium after receiving notice of modification constitutes the Group’s acceptance of the modification.

A modification to the policy, except as may be required by law, that is offered by Delta Dental at any time other than the policy anniversary date may be accepted or rejected at the discretion of the Group. The Group may reject the modification by giving written notice to Delta Dental at least 15 days before the modification is to take effect.

All changes to the policy must be in writing and signed by an authorized employee of Delta Dental to be valid.

4.5 New Tax or Assessment

In the event that any governmental entity shall impose any new tax or assessment not now in effect, which is measured directly by the payments made to Delta Dental pursuant to this policy, or similar payments by others, or in the event that the rate of any such tax or assessment now in effect should hereafter be increased, the amount to be paid to Delta Dental under this policy shall be increased by the amount of such new tax or assessment which is directly applicable to the amounts paid to Delta Dental under this policy, and by the additional amounts directly applicable to such payments to Delta Dental which result from any such increase in an existing tax or assessment.

4.6 Change in Number of Subscribers

The premiums payable under this policy are based upon 100% of the number of subscribers contained in the group application for dental coverage. In the event that the number of subscribers reported in any month by the Group to Delta Dental varies by more than 10% from either the number of subscribers contained in the group application or the number of subscribers reported to Delta Dental to be eligible in the current month compared to the prior month, Delta Dental reserves the right to review the current and renewal rates and propose to the Group an adjustment in rates, benefits, and/or copayment or coinsurance in order to remedy adverse underwriting results.

If within 30 days of the proposed adjustment, the Group notifies Delta Dental of its acceptance of the adjusted rates, benefits and/or copayments or coinsurance, the adjustments shall go into effect the first day of the following month. If the Group does not so notify Delta Dental within 30 days, the policy shall terminate effective the 1st day of the month following expiration of the 30-day period.

4.7 If Premium is Paid for an Ineligible Employee

If premium is mistakenly submitted for someone who is not eligible for coverage, Delta Dental will refund the amount paid in error. A request for a refund must be made in writing. The maximum refund will be for 90 days' premium.

4.8 Losses

Losses sustained by Delta Dental above premiums paid for administration and incurred claims will be carried forward to any renewal or extension of this policy or to any subsequent policy to provide for adjustment of such loss.

4.9 Termination

- a. The Group or Delta Dental may terminate this policy, effective on any policy anniversary date as described in section 3.2, by giving written notice to the other at least 30 days prior to the date of termination.
- b. Delta Dental may terminate the policy for the Group as a whole for:
 - i. Nonpayment or late payment of premiums due to insolvency, receivership or bankruptcy, assignment for the benefit of creditors, dissolution or ceasing to do business, or otherwise
 - ii. Fraud, material misrepresentation, or concealment by the Group
 - iii. The Group's failure to maintain the minimum participation as indicated in section 4.2

- iv. The Group's noncompliance with material policy provisions
 - v. The business relocates out of the state of Oregon
- c. In the event this policy terminates for any reason, the Group shall be liable for all premiums due and unpaid, together with all costs of recovery without limitation, including attorney fees and court fees.

4.10 Acceptance of Policy

The Group will be deemed as having accepted this policy and any amendments issued during the term of this policy if the Group pays Delta Dental any amount toward the premium. The Group may not change this policy by adding or deleting words, and any such addition or deletion is void. If the Group wishes to change anything in this policy, the Group must contact its service representative. The Group may not construe Delta Dental's lack of response to any submitted changes or comments to imply acceptance. Delta Dental will issue a new policy or amendment if Delta Dental and the Group agree on any changes.

SECTION 5 GENERAL OREGON CONTINUATION

General Oregon Continuation only applies to employers who are not required to make continuation of health insurance benefits available under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), including employers with fewer than 20 employees on 50% of the typical business days, and certain government and church plans. Delta Dental will provide General Oregon Continuation coverage to eligible members who request coverage under ORS 743B.343 to 743B.345, subject to the following conditions:

- a. Delta Dental will offer no greater rights than ORS 743B.347 requires
- b. Delta Dental will not provide General Oregon Continuation coverage for those members who do not comply with the request or other requirements outlined in the handbook

The Group must send the member's written request for enrollment to Delta Dental along with its next regular monthly billing. The billing should note the members who are continuing group coverage.

The Group must send the premium payment to Delta Dental along with its regular monthly premiums. Delta Dental will accept continuation premiums only if they are included in the regular monthly premium payments.

SECTION 6 OREGON CONTINUATION COVERAGE FOR SPOUSES & DOMESTIC PARTNERS AGE 55 AND OVER

55+ Oregon Continuation only applies to employers with 20 or more employees. Delta Dental will provide 55+ Oregon Continuation coverage to those eligible dependents who elect coverage under ORS 743B.343 to 743B.345, subject to the following conditions:

- a. Delta Dental will offer no greater rights than ORS 743B.343 to 743B.345 requires
- b. Delta Dental will not provide 55+ Oregon Continuation coverage for members who do not comply with the notice, election, or other requirements outlined in the handbook

- c. As the plan administrator, the Group is responsible for providing the required notices within the statutory time periods, including the notice of death and the election notice. If the Group fails to notify the eligible spouse or domestic partner, premiums shall be waived from the date the notice was required until the date notice is received by the spouse or domestic partner. The Group shall be responsible for such premiums

The Group or the third party administrator must send the premium payment to Delta Dental along with its regular monthly premiums. Delta Dental will accept continuation premiums only if they are included in the regular monthly premium payments.

SECTION 7 COBRA CONTINUATION COVERAGE

For purposes of this section, COBRA Administrator means either the Group or a third party administrator delegated by the Group to handle COBRA administration.

COBRA only applies to employers with 20 or more employees on 50% of the typical business days in the prior calendar year. Certain church plans are exempted from COBRA.

Delta Dental will provide COBRA continuation coverage to members who have experienced a qualifying event and elect coverage under COBRA subject to the following conditions:

- a. Delta Dental will offer no greater COBRA rights than the COBRA statutes require
- b. Delta Dental will not provide COBRA coverage for those members who do not comply with the notice, election, or other requirements outlined in the handbook
- c. The COBRA Administrator is responsible for providing the appropriate COBRA notices on a timely basis, including the initial notice, the election notice, and notice of a qualifying event. Failure of the COBRA Administrator to provide the required COBRA notices, or to provide the required COBRA notices to an eligible Member within the statutory time periods, will cause Delta Dental's duty under this policy to provide COBRA continuation coverage for such person to end
- d. The COBRA Administrator must provide Delta Dental with information about each member electing continuation coverage. Such information shall include the name and social security number of the member, the qualifying event, and the date of the qualifying event. For a disability extension, the date disability began as indicated in the Social Security Administration's disability determination must be provided, along with the above information, within 60 days of receipt of a disability extension notice from a member. Delta Dental will have no obligation to provide continuation coverage if this information is not timely and complete.

The Group or the third party administrator must send the premium payment to Delta Dental along with its regular monthly premiums. Delta Dental will accept continuation premiums only if they are included in the regular monthly premium payments.

SECTION 8 GENERAL PROVISIONS

8.1 No Waiver

The fact that any party fails or refuses to demand strict performance of this policy, or ignores any violation of the terms of the policy shall not act as or be construed as a waiver of that party's right to later demand its performance or to enforce that provision or any other provision.

8.2 Notice

Any notice required by this policy will be (i) personally delivered, (ii) sent by first class mail, (iii) sent by fax (with confirmation), or (iv) sent by e-mail to the Group at the address, fax number, or e-mail address shown on the Group Application or any more recent address, fax number, or e-mail address shown in Delta Dental's records. Any notice required of the Group must be mailed to Delta Dental at P.O. Box 40384, Portland, Oregon 97240.

Any written notice, as required by state or federal law or by this policy, when delivered to an authorized representative of the Group, is deemed notice to all affected members and as applicable, prospective members. The Group is responsible for giving notice to members and prospective members within any required timelines.

8.3 Warranties

All statements made by any of the parties, unless fraudulent, will be considered representations and not warranties.

8.4 Compliance with Federal and State Mandates

Delta Dental shall provide benefits in accordance with the requirements of all applicable state and federal laws and as described in the Handbook.

8.5 Governing Law and Forum

To the extent this policy is governed by state law, it shall be subject to and governed by the substantive law of the state of Oregon without regard to its conflict of law principles. Any legal action arising out of this policy must be filed in either state or federal court in the state of Oregon.

8.6 Providers

Delta Dental shall make available to the Group on the effective date of this policy, an online directory of participating dentists who have agreed to render the services described in the policy. It is understood that the composition of such directory may be subject to change from time to time, and Delta Dental reserves the right to change the directory without notice to the Group.

8.7 Group Obligations

The Group shall compile and furnish to Delta Dental on or prior to the first day of every month, commencing on the effective date, a list of all eligible employees, showing their identification numbers, the dates of hire, and, if applicable, the location code.

The Group must submit for Delta Dental approval any new units of eligible employees the Group may wish to include in this policy. No new units of eligible employees can be included in this policy without prior approval of Delta Dental.

The Group shall permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect records of the Group in order to verify the accuracy of lists of eligible employees prepared by the Group and submitted to Delta Dental. Inadvertent or clerical errors or delays in keeping or relating data shall not invalidate eligibility that would otherwise be valid, but upon discovery of such errors or delays, an equitable adjustment of dues shall be made.

8.8 Submission of Enrollment Applications

An eligible employee or dependent's application must be completed and submitted within 31 days of the eligibility date (or within 60 days for certain special enrollment situations). Delta Dental will not accept an application from the Group received more than 90 days from the eligible employee/dependent's eligibility date. If an application is received beyond the 90 day period, enrollment will be denied and the eligible employee/dependent will have to wait until the Group's next open enrollment period to apply for coverage.

8.9 Eligibility Changes After Policy Terminates

Enrollment applications will not be accepted from the Group whose policy has terminated. Requests to terminate members who were insured prior to the policy's termination are subject to section 5.3.

8.10 Enrollment Eligibility Audit

Delta Dental reserves the right to conduct audits to verify a member's enrollment eligibility. An audit will include verification of legal or certified documents such as, but not limited to, employee timecards, payroll and tax records, employee and dependent birth certificates, marriage certificates, domestic partnership registration and any other document required by Delta Dental. Delta Dental may conduct a review of these types of records on the Group's payroll site during any time while the policy is in effect.

8.11 Group Size Changes

If the number of employees changes to affect group size, continuation type and/or Medicare secondary payer and the Group has not notified Delta Dental, the Group may be given an incorrect policy, members may be given incorrect continuation coverage, or benefits may be improperly coordinated with Medicare.

It is the Group's responsibility to notify Delta Dental in writing of any change in the number of employees that may affect continuation or group size. Delta Dental reserves the right to decline retroactive adjustment or modification when timely notice is not received.

8.12 Indemnification

Each party to this policy shall defend, indemnify and hold harmless the other party, its subsidiaries and affiliates and each of their respective officers, directors, employees,

agents, representatives, successors and assigns from and against any and all claims, causes of action, losses, liabilities, penalties, fines, damages and expenses, including reasonable attorneys' fees through and including any appeals, that result from or arise out of the party's negligence, gross negligence, willful misconduct, violation of applicable law or failure to perform any of its obligations under this policy. However, neither party shall be indemnified under this section for any claim, cause of action, loss, liability, penalty, fine, damage or expense resulting from or arising out of its sole negligence, willful misconduct, violation of applicable law, or failure to perform obligations under this policy.

Nondiscrimination notice

We follow federal civil rights laws. We do not discriminate based on race, color, national origin, age, disability, gender identity, sex or sexual orientation.

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication.

If your first language is not English, we will give you free interpretation services and/or materials in other languages.

If you need any of the above, call Customer Service at:

888-374-8906 (TDD/TTY 711)

If you think we did not offer these services or discriminated, you can file a written complaint. Please mail or fax it to:

Delta Dental of Oregon and Alaska
Attention: Appeal Unit
601 SW Second Ave.
Portland, OR 97204
Fax: 503-412-4003

If you need help filing a complaint, please call Customer Service.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone:

U.S. Department of Health
and Human Services
200 Independence Ave. SW, Room 509F
HHH Building, Washington, DC 20201
800-368-1019, 800-537-7697 (TDD)

You can get Office for Civil Rights complaint forms at hhs.gov/ocr/office/file/index.html.

Dave Nesseler-Cass coordinates our nondiscrimination work:

Dave Nesseler-Cass,
Chief Compliance Officer
601 SW Second Ave.
Portland, OR 97204
855-232-9111
compliance@modahealth.com

ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجانًا. اتصل برقم (الهاتف النصي: 711) 1-877-605-3229

بولتے ہیں تو سانی (URDU) توجہ دیں: اگر آپ اردو اعانت آپ کے لیے بلا معاوضہ دستیاب ہے۔ 1-877-605-3229 (TTY: 711) پر کال کریں

ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

توجہ: در صورتی کہ بہ فارسی صحبت می کنید، خدمات ترجمہ بہ صورت رایگان برای شما موجود است. با (TTY: 711) 1-877-605-3229 تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपको भाषाई सहायता बिना कोई पैसा दिए उपलब्ध है। 1-877-605-3229 पर कॉल करें (TTY: 711)

Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistentendienste zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

注意：日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229（TTY、テレタイプライターをご利用の方は711）までお電話ください。

अगत्यन्तुः जो तमे (भाषांतर करेले भाषा अर्थात दर्शावो) बोली छी तो ते भाषामा तमारे माटे विना मूख्य सहाय उपलब्ध छे. 1-877-605-3229 (TTY: 711) पर कॉल करे

ໂບດຊາບ: ຖ້າທ່ານເວົ້າພາສາລາວ, ການຊ່ວຍເຫຼືອດ້ານພາສາແມ່ນມີໃຫ້ທ່ານໂດຍບໍ່ເສັຍຄ່າ. ໂທ 1-877-605-3229 (TTY: 711)

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

ត្រូវចងចាំ៖ បើអ្នកនិយាយភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនណែកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.

โปรดทราบ: หากคุณพูดภาษาไทย คุณ สามารถใช้บริการช่วยเหลือด้านภาษาได้ ฟรี โทร 1-877-605-3229 (TTY: 711)

FA'AUTAGIA: Afai e te tautala i le gagana Samoa, o loo avanoa fesoasoani tau gagana mo oe e le tologia. Vala'au i le 1-877-605-3229 (TTY: 711)

IPANGAG: Nu agsasaoka iti Ilocano, sidadaan ti tulong iti lengguahe para kenka nga awan bayadna. Umawag iti 1-877-605-3229 (TTY: 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)