Delta Dental of North Carolina
4242 Six Forks Road, Suite 970
Raleigh, NC 27609

March 20, 2023

David Bell
NFP Corporate Services (SE), Inc.
1901 Roxborough Rd, Suite 300
Charlotte, NC 28211-3492

Dear David Bell,

Thank you for your continued support of Delta Dental. We value our relationship with you and your clients, and we appreciate your business. Please find enclosed a copy of the contract effective April 1, 2023 between Delta Dental and High Country Community Health, Client Number V10547-0001, 0099.

Please review this contract with your client and return the signed contract to Delta Dental at your earliest convenience. If you have any questions or concerns, please contact met at (704) 574-5087. The signed contract may be sent to my attention at:

Delta Dental
Attn: Markus G Moore
1515 Mockingbird Lane
Suite 7138
Charlotte, NC 28209

If we are not in receipt of the signed contract by the effective date we will consider remittance of payment as acceptance of the contract, and we will begin administering the client's vision benefits accordingly. By permitting us to do so, your client accepts the terms of this contract and agrees that this contract is binding, even if you do not return a signed copy of the contract to us.

Again, thank you for your business. We look forward to providing your client with the best dental benefits programs and services available.

Sincerely,

Markus G Moore
Small Market Account Executive

CC: Alice Salthouse

Keep your eyes as healthy as your smile with DeltaVision®! Contact your Broker or Consultant for more information.

Delta Dental of North Carolina
4242 Six Forks Road, Suite 970
Raleigh, NC 27609

Alice Salthouse
CEO
High Country Community Health
935 State Farm Rd
Boone, NC 28607-4948

DeltaVision® BASIC 130

DELTA DENTAL®

VSP® Vision Care

Benefits overview

Exam/lens/frame frequency (months)	12/12/24
Contacts (instead of glasses) frequency (months)	12
In-network coverage	
Exam copay	$10
Materials copay	$25
Frames allowance	$130
Elective contact lenses allowance	$130
Necessary contact lenses	Covered in full after copay
Contact lens fit evaluation copay	Up to $60

Out-of-network allowances

Exam	Up to $45
Single vision lenses	Up to $30
Bifocal lenses	Up to $50
Trifocal lenses	Up to $65
Progressive lenses	Up to $50
Lenticular lenses	Up to $100
Frames	Up to $70
Elective contact lenses	Up to $105
Necessary contact lenses	Up to $210

Lens enhancements (member cost)[3]

Standard anti-glaring coating	$41 single/$41 multifocal
Impact-resistant lenses (adult)	$31 single/$35 multifocal (covered for children)
Progressive lenses	Standard progressive lenses are covered in full
Light-reactive lenses	$75 single/$75 multifocal
Scratch-resistant coating	$17 single/$17 multifocal

Additional savings[2]

Frames discount over allowance	An extra $20 to spend on featured frame brands. Go to **vsp.com/offers** for details.
Additional pair	20% savings on unlimited additional pairs of prescription glasses and/or nonprescription sunglasses from any VSP network provider within 12 months of exam.
LASIK	Average 15% off the regular price, or 5% off the promotional price; discounts only available from contracted facilities.
Retinal imaging	Routine retinal screening covered for a maximum fee of $39.
Lens coverage	Glass or plastic single vision, lined bifocal, lined trifocal or lenticular lenses are covered in full.[3]
VSP Diabetic EyeCare Plus Program℠	Retinal screening for members with diabetes, $0 copay. Additional exams and services for members with diabetic eye disease, glaucoma or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP network doctor for details. $20 copay per exam.
Low vision	Pre-approved low-vision supplemental testing covered every two years. 75% coverage for approved low-vision aids, up to $1,000 (less any amount paid for supplemental testing) every two years.
Eyeconic®	Go to **eyeconic.com** for an easy-to-use, convenient online eyewear option.
TruHearing®	Save up to 60% on hearing aids and batteries. Visit **truhearing.com/vsp or call 877-396-7194** for more information.[4]

1 Prices shown reflect the standard plastic price for each respective category. Premium lens enhancement prices may vary. Prices are valid only through VSP Choice network providers and are subject to change without notice. 2 In-network only. 3 Covered in full materials and services are less any applicable copay. Based on applicable laws, benefits and savings may vary by location. Benefits may also vary at participating retail chains. Promotions like rebates are continually evaluated and subject to change without notice. In the state of Washington, VSP Vison Care, Inc., is the legal name of the corporation through which VSP does business. Promotions and Featured Frame Brands do not apply at Costco Optical. Walmart/Sam's Club and Costco Optical allowance of $80 is equivalent to the frame allowance at VSP doctor locations and participating retail chains. The following items are excuded under this plan: plano lenses (lenses with refractive correction of less than .50 diopter), two pairs of glasses instead of bifocals; replacement of lenses, frames, or contacts; medical or surgical treatment; orthoptics; vision training or supplemental testing. 4 VSP is providing information to its members, but does not offer or provide any discount hearing program. The relationship between VSP and TruHearing is that of independent contractors. VSP makes no endorsement, representations, or warranties regarding any products or services offered by TruHearing, a third-party vendor. The vendor is solely responsible for the products or services offered by them. If you have any questions regarding the services offered here, you should contact the vendor directly. TruHearing offers individuals the opportunity to purchase hearing aids at discounted prices, including individuals covered by self-funded health plans not subject to state insurance or health plan regulations. TruHearing is not insurance and not subject to state insurance regulations. TruHearing provides discounts to certain health care groups for hearing aid sales and services; TruHearing provides fitting, programming and three adjustment visits at no cost; the member is obligated to pay for testing, and all post-fitting hearing care services, but will receive a discount from those health care providers who have contracted with TruHearing. Not available directly from VSP in the states of Washington and California.

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Underwritten by Delta Dental of North Carolina and administered by VSP.

DELTA DENTAL DeltaVision

DeltaVision Contract For High Country Community Health

This Contract ("Contract") is entered into by and between High Country Community Health (the "Contractor") and Delta Dental of North Carolina, a North Carolina non-profit corporation ("Delta Dental"). This is a legally binding contract between the Contractor and Delta Dental and is effective on April 1, 2023, the ("Effective Date").

SECTION I - DECLARATIONS

The benefits available are as set forth in this Contract. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Vision Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. **Effective Date:** April 1, 2023

B. **First Renewal Date:** April 1, 2026

C. **Client Number:** V10547-0001, 0099

D. **Rate(s):**

Enrollee only - $5.29 per month per Enrollee

Enrollee and spouse - $10.57 per month per Enrollee

Enrollee and child(ren) - $11.32 per month per Enrollee

Enrollee, spouse and child(ren) - $18.09 per month per Enrollee

These Rates are contingent upon 0 percent enrollment of the eligible Enrollees of the defined group and their Dependents. Rates do not include any applicable claims taxes.

DELTA DENTAL OF NORTH CAROLINA

BY: Curtis Ladig
President and CEO

DATE: March 20, 2023

CONTRACTOR

BY: _____
(Authorized Signature)

_____
(Title)

BY: _____
(Witnessed By)

_____
(Title)

DATE: _____

SECTION II. Definitions

A. Additional Benefit Rider

A document, attached as a rider to this Contract (when purchased by the Contractor which lists selected supplemental vision care services and vision care materials which a Member is entitled to receive under this Contract. Additional Benefits are only available when purchased by the Contractor in conjunction with the Benefit designs offered in the Declarations Section.

B. Assignment of Benefits

A written order signed by a Member eighteen (18) years of age or older and included with each claim, directing Delta Dental's claims administrator to pay available Benefits to a named Out-of-Network Provider or physician.

C. Contract

This document, including the Certificate and applicable Summary(ies) of Vision Plan Benefits (the terms of which are incorporated herein), and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

D. Rate

The amount, per Enrollee and Enrollee classification, the Contractor agrees to pay Delta Dental® each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

E. Total Disability

During at least the first 12 months, or the first 52 weeks, of disability, total disability for which benefits may become due and payable shall be defined as "inability by reason of injury or sickness to perform each and every duty pertaining to the insured's occupation." After the first 12 months, or the first 52 weeks, of disability, total disability may be defined as the "inability to perform each and every duty of any business or occupation for which the insured is reasonably fitted by education, training and experience."

F. Urgent Condition

A condition with sudden onset and acute symptoms which requires the Member to obtain immediate care; or an unforeseen occurrence calling for immediate action.

Any capitalized terms not defined herein are defined in the Certificate.

SECTION III. Eligibility

A. Eligibility Requirements and Waiting Periods for Members

Eligibility requirements and waiting periods for Members are set forth in the Certificate and the applicable Summary(ies) of Vision Plan Benefits.

B. General Eligibility Rules

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V. B. of this Contract.

C. Nondiscrimination

No person will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability, age, race, color, national origin, gender identity, sex or sexual orientation.

D. Termination of Eligibility

Eligibility for Benefits will terminate for all Members under this Contract at the earlier of:

1. The termination of this Contract; or

2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

3. Eligibility of an individual Member will also terminate under the following circumstances:

4. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract;

5. The Member fails to comply with the eligibility requirements of this Contract; or

6. The Member commits fraud or misrepresentation in the submission of any claim.

7. A Member whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to a Member whose eligibility is terminated.

E. Continuation Coverage – COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.D. does not apply. Contractor should consult with its legal counsel to determine how and when the law applies.

2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.

3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.

4. Continuation coverage will not continue beyond the termination of this Contract.

5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.D.

6. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage.

7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.D. will be based on the COBRA continuation coverage rates in effect during that month.

8. A person who continues coverage will be considered to be a Member under this Contract and the vision care certificate as long as coverage is provided under this Section III.D.

9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

F. Loss of Eligibility During Treatment

1. If a Member loses eligibility while receiving vision treatment, only Covered Services received while that person was eligible under the Contract will be payable.

SECTION IV. Benefits

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental. Unless otherwise specified in the Declarations Section, Covered Services will be subject to the following terms and conditions:

A. Copayments for Covered Services

Any Copayments required under this Contract shall be the personal responsibility of Member receiving Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed the Contract allowances, annual maximum benefits or any other stated limitations are not considered Copayments, but are also the responsibility of the Member.

B. Obtaining Covered Services from In-Network Providers

To receive Covered Services from an In-Network Provider, Members should select an In-Network Provider, schedule an appointment and inform the Provider's office that they are a Member under this Contract. The In-Network Provider will then obtain a Benefit Authorization prior to the time services are rendered or materials ordered. Delta Dental's claims administrator shall provide a Benefit Authorization to the In-Network Provider. Each Benefit Authorization will contain an expiration date and must be used by the Member to obtain Benefits prior to the date the Benefit Authorization expires. Delta Dental's claims administrator shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Contractor and the Member's past service utilization, if any. Any Benefit Authorization so issued shall constitute a certification to the In-Network Provider that payment will be made to the In-Network Provider, irrespective of a later loss of eligibility of the Member, as long as the services are rendered or materials provided prior to the Benefit Authorization expiration date. If a Member receives Covered Services from an In-Network Provider without a Benefit Authorization, any services or materials received from the In-Network Provider will be treated as if they were obtained from an Out-of-Network Provider.

C. Obtaining Covered Services from Out-of-Network Providers

This Contract will provide Benefits for services and materials received from Out-of-Network Providers, based on the Out-of-Network Provider fee schedule. The Out-of-Network Provider may bill Members for that Provider's standard rates, regardless of the amount of this Contract's Benefits. If a Member is eligible for and obtains Benefits from an Out-of-Network Provider, Member remains liable for the Out-of-Network Provider's full fee. Members or Out-of-Network Providers may submit requests for reimbursement. Delta Dental's claims administrator will pay available Benefits to Members, or directly to Out-of-Network Providers when claims include a valid Assignment of Benefits. Delta Dental's claims administrator may deny any claims received after one hundred and eighty (180) calendar days from the date services are rendered and/or materials provided.

D. Urgent Vision Care

When vision care is necessary for Urgent Conditions, Members may obtain such care by contacting an In-Network Provider or an Out-of-Network Provider. Services for conditions of a medical nature are covered by Delta Dental only under supplemental eye care plans. If Contractor purchases one of these plans, such coverage will be evidenced by an Additional Benefit Rider attached hereto. If Contractor has not purchased one of these plans, then Members are not covered by Delta Dental for such care and should contact a physician under the Members' medical insurance plan for care. For situations of a non-medical nature, such as lost, broken or stolen glasses, Member may call the Member Service's toll-free number 800-877-7195 for assistance. Reimbursement and eligibility are subject to the terms and conditions of this Contract.

SECTION V. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.
3. To contractually require each Participating Provider to schedule and render all vision treatment provided under this Contract according to the standards of the vision profession in the community in which the vision procedures are rendered.
4. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.
5. To provide a copy of the Certificate, Summary(ies) of Vision Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's expense.

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amount to be paid will be due by the 5th of the month of the intended coverage. For example, the premium for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to terminate coverage, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

   Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

   a. Information provided upon enrollment proves to be in error; or
   b. Terms and provisions of the Contract are materially violated; or
   c. Initial size or composition of the group changes by ten percent (10%) or more unless otherwise set forth in the Declarations Section of this Contract; or
   d. Monthly invoices are not paid as billed.

   Delta Dental will provide the Contractor written notice 45 days prior to implementing any adjustment to Rates, Benefits or Copayments payable under this Contract. Adjustments to Rates may be made at the end of the first year, or at any time during any subsequent year based upon at least 12 months of experience, provided that any such adjustment after the first year shall not be made any more frequently than once every six months. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, terminate this Contract.

2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.
3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Contract.

4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than ninety (90) days after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred or a Benefit Authorization was issued for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred or the Benefit Authorization expires. In no event will any Rate adjustments for time periods greater than ninety (90) days be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.

5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.

6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Vision Plan Benefits, and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.

7. To pay for any agreed-to, non-standard reports on a time and materials basis.

8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

SECTION VI. General Provisions

A. Independent Contractors. Providers providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Provider, his or her employees or agents, or any person providing vision or other professional services to Members.

B. Binding Effect. All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.

C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.

D. Marketing Materials. Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.

E. Legal Action. Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least sixty (60) days advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.

F. Indemnification.

1. To the extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Delta Dental, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Contractor, its officers, directors, employees, agents or Members; or (ii) any negligent or willful act or omission by Contractor, its officers, directors, employees, agents or Members.

2. Delta Dental agrees to defend, indemnify and hold harmless Contractor, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Delta Dental, its officers, directors, employees or agents; or (ii) any negligent or willful act or omission by Delta Dental, its officers, directors, employees or agents.

3. A Party seeking indemnification shall (i) promptly notify the indemnifying Party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying Party settle a claim, suit or proceeding without first obtaining the written consent of the other Party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying Party as well as its officers, directors, and employees.

G. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Provider, a Contractor, or a Member in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope vision benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Provider, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.

H. Severability. If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.

I. Compliance with Applicable Law. This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.

J. Additional Services. Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.

K. Notices. Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.

L. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.

M. Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.

N. Force Majeure. Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Contract and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.

O. Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned absent a valid written assignment of benefits; provided, however, Delta Dental shall pay Participating Providers directly on behalf of Members.

P. Governing Laws. This Contract will be governed by and interpreted under the laws of the State of North Carolina.

Q. Time Limit on Certain Defenses. After two (2) years from the date of issue or reinstatement of this Contract, no misstatements made by the applicant in the application for such Contract may be used to void the Contract or deny a claim commencing after the expiration of such two year period. Nothing in the foregoing shall be deemed to preclude the assertion at any time of defenses based upon a person's ineligibility for coverage under the Contract or based on any other provisions of the Contract.

R. Reinstatement. If any premium installment is not paid within the time granted, a subsequent acceptance of premium by Delta Dental or by any agent authorized to accept payment without requiring an application for reinstatement, will reinstate the Contract. If Delta Dental or its agent requires and application, the Contractor will be given a conditional receipt for the premium. If the application is approved, the Contract will be reinstated as of the approval date. Lacking such approval, the Contract will be reinstated on the 45th day after the date of the conditional receipt unless Delta Dental has previously written the Contractor of its disapproval. The reinstated Contract will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than 10 days after such date. In all other respects, the rights of the Contractor and Delta Dental will remain the same subject to any provisions noted on or attached to the reinstated Contract. Any premiums Delta Dental accepts for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

S. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.

T. Entire Contract. This Contract constitutes the entire agreement between the Parties.

U. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, exceptions, and reductions of this Contract.

V. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.

W. Other Goods and Services. From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on vision services provided by Participating Providers in addition to the vision coverage. Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.

X. Notice to Fiduciaries. UNDER NORTH CAROLINA GENERAL STATUTE Section 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, DENTAL, OR VISION SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

SECTION VII. Coordination of Benefits

All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

SECTION VIII. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term. Delta Dental shall have the option of terminating this Contract if:

A. The Contractor fails to make a required payment before expiration of the Grace Period specified; or

B. Delta Dental cancels pursuant to Section V.B.1 of this Contract; or

C. Delta Dental discontinues the vision product(s) purchased by Contractor or withdraws from the vision market; or

D. The size of the group changes by ten percent (10%) or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or

E. The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or

F. The Contractor has otherwise materially breached this Contract.

The Contractor is entitled to a Grace Period of 31 days for the payment of any premium due except the first, during which period the Contract will remain in force. Delta Dental is not obligated to pay claims incurred during this Grace Period until it receives the premium due.
Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with thirty (30) days prior written notice.
Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

SECTION IX. Confidentiality and Disclosure

A. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.

B. Confidential Information shall not include any information that:

1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).

C. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.

D. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.

E. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.

DELTA DENTAL DeltaVision

DeltaVision
Summary of Vision Plan Benefits
For Group# V10547-0001, 0099
High Country Community Health

This Summary of Vision Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your DeltaVision plan. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the Provider's network participation.*

Control Plan – Delta Dental of North Carolina

Benefit Year – January 1 through December 31

Delta Dental will provide vision care Benefits according to the Schedule listed below. This Schedule lists the vision care Benefits to which Members are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein.

Administrative Services for the adjudication of claims and the payment of Benefits under this Policy will be provided by Vision Service Plan Insurance Company ("VSP"), using a VSP network of Providers. VSP is sometimes referred to as the claims administrator for this Policy. If Benefits are available for Out-of-Network Provider services, as indicated by the reimbursement provisions below, Benefits may be received from any licensed eye care provider whether an In-Network or Out-of-Network Provider. This Summary forms a part of the Contract to which it is attached.

In-Network Providers are those Providers who have agreed to participate in the VSP Choice Network.

When Benefits are received from In-Network Providers, Benefits appearing in the In-Network Benefit column below are applicable subject to any applicable Copayments and other conditions, limitations and/or exclusions as stated below.

When Benefits are received from Out-of-Network Providers, Member is reimbursed for such Benefits according to the schedule in the Out-of-Network Provider Benefit column below, less any applicable Copayment. The Member pays the Provider the full fee at the time of service and submits an itemized bill to Delta Dental's claims administrator for reimbursement. Discounts do not apply for Benefits obtained from Out-of-Network Providers.

Covered Services –

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
Eye Examination	Covered in full*	Up to $45*	Available once each 12 months**
Retinal Screening	Covered for a maximum fee of $39	Included in exam	Available once every 12 months**

Complete initial vision analysis: includes appropriate examination of visual functions and prescription of corrective eyewear where indicated.

*Less any applicable Copayment.
**Beginning with the first date of service.

Coverage for retinal imaging as an enhancement to the eye examination.

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
LENSES			Available once each 12 months**
Single Vision	Covered in full *	Up to $30.00*	
Lined Bifocal	Covered in full *	Up to $50.00*	
Lined Trifocal	Covered in full *	Up to $65.00*	
Lenticular	Covered in full *	Up to $100.00*	

Benefits for lenses are per complete set, not per lens.

Polycarbonate lenses are covered in full for dependent children up to age 26.

Standard Progressive Lenses covered in full.

*Less any applicable Copayment.
**Beginning with the first date of service.

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
FRAMES	Covered up to Plan Allowance of $130.00* Frame Allowance may be applied towards non-prescription sunglasses or blue light filtering glasses, exhausting both frame and lens eligibility. Lab-fabricated plano lenses are not covered.	Up to $70.00* Frame Allowance may be applied towards non-prescription sunglasses or blue light filtering glasses, exhausting both frame and lens eligibility. Lab-fabricated plano lenses are not covered.	Available once each 24 months**

Benefits for lenses and frames include reimbursement for the following necessary professional services:

1. Prescribing and ordering proper lenses;
2. Assisting in frame selection;
3. Verifying accuracy of finished lenses;
4. Proper fitting and adjustments of frames;
5. Subsequent adjustments to frames to maintain comfort and efficiency;
6. Progress or follow-up work as necessary.

Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.

*Less any applicable Copayment.
**Beginning with the first date of service.

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
CONTACT LENSES			
Necessary			Available once each 12 months**
Professional Fees/Materials	Covered in full*	Up to $210.00*	
Elective	Elective Contact Lens fitting and evaluation services are covered in full once every 12 months**, after a maximum $60.00 Copayment.		Available once each 12 months**
	Materials Up to $130.00	**Professional Fees/Materials** Up to $105.00	

*Less any applicable Copayment.
**Beginning with the first date of service.

Necessary Contact Lenses are a Covered Services when specific benefit criteria are satisfied and when prescribed by Covered Person's In-Network Provider or Out-of-Network Provider. Review and approval by Delta Dental's claims administrator is not required for Covered Persons to be eligible for Necessary Contact Lenses.

Contact Lenses are provided in lieu of all other lens and frame benefits available herein.
When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again for 12 months.

COVERED SERVICE OR MATERIAL	IN-NETWORK PROVIDER BENEFIT	OUT-OF-NETWORK PROVIDER BENEFIT	FREQUENCY
LOW VISION			
Professional services for severe visual problems not correctable with regular lenses, including:			
Supplemental Testing (Includes evaluation, diagnosis and prescription of vision aids where indicated.)	Covered in full	Up to $125.00	*
Supplemental Aids	75% of amount up to $1000.00*	75% of amount up to $1000.00*	*

*Maximum benefit for all Low Vision services and materials is $1000.00 (excluding Copayment) every two (2) years.

Low Vision benefits secured from Out-of-Network Providers (if covered) are subject to the same time and Copayment provisions described above for In-Network Providers. The Covered Person should pay the Out-of-Network Provider's full fee at the time of service Covered Person will be reimbursed an amount not to exceed what would be paid to an In-Network Provider for the same services and/or materials.

THERE IS NO ASSURANCE THAT THE AMOUNT REIMBURSED WILL COVER 75% OF THE PROVIDER'S FULL FEE.

EXCEPTIONS AND REDUCTIONS

Some brands of spectacle frames and lenses may be unavailable for purchase as Benefits, or may be subject to additional limitations. Members may obtain details regarding frame and lens brand availability from their In-Network Provider or by calling the Member Services Department at 1-800-877-7195.

PATIENT LENS ENHANCEMENTS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Member selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Member will pay the additional costs for the enhancements.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.

NOT COVERED

There are no Benefits for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing.
- Plano lenses (less than a ± .50 diopter power).
- Two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Plan that are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Costs for services and/or materials above stated allowances.
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.
- Contact lens modification, polishing or cleaning.
- Local, state and/or federal taxes, except where Delta Dental or its claims administrator is required by law to pay.
- Replacement of lost or damaged contact lenses, except at the normal intervals when services are otherwise available.

Co-Payment – There shall be a Copayment of $10 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional $25 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

Lens Enhancements, if covered under this Policy, may have a separate Copayment. Please refer to COVERED SERVICES AND MATERIALS, above.

Waiting Period – Enrollees who are eligible for Benefits are covered on the first day of the month following the date of hire.

Eligible People – All full-time employees of the Contractor working at least 30 hours per week who choose the vision plan (0001) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (0099).

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled. Also eligible is your domestic partner, as defined by the contractor. Domestic partners will be treated as Spouses under This Plan.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate Benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which your employment is terminated.

DELTA DENTAL DeltaVision®

DeltaVision

Welcome!

Your vision program is underwritten by Delta Dental of North Carolina and is administered by VSP. This Certificate, along with your Summary of Vision Plan Benefits, describes the specific benefits of your DeltaVision program and how to use them. If you have any questions about this program, please call VSP's Customer Service department at 800-877-7195 or access VSP's website at www.VSP.com.

We look forward to serving you!

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This Group Vision Certificate should be read in conjunction with the Summary of Vision Plan Benefits that is provided with the Certificate. The Summary of Vision Plan Benefits lists the specific provisions of your group vision plan. Your group vision plan is a legal contract between the Contractor and Delta Dental of North Carolina ("Delta Dental").

GROUP VISION INSURANCE CERTIFICATE

THIS IS A LIMITED BENEFIT CERTIFICATE

Please read this Group Vision Certificate carefully. This is a legal contract.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from Delta Dental.

Important Cancellation Information – Please Read Section IX Entitled, "Termination of Coverage"

I. DeltaVision Certificate

Delta Dental of North Carolina., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your vision benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor .

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Vision Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.

Curtis Ladig, CPA
President and CEO
Delta Dental pf North Carolina

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Benefit Authorization

A process used to confirm eligibility of an individual named as a Member and identifying those Benefits to which the Member is entitled.

Benefit Year

The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year, unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Vision Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor .

Child(ren)

Your natural child(ren), stepchild(ren), foster child(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship and child(ren) for whom you are required by a court or administrative order to provide health benefit plan coverage.

Claim

A request for payment for a Covered Service.

Copayment

A fixed amount you pay for a Covered Service.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique vision services selected for coverage as described in the Summary of Vision Plan Benefits and subject to the terms of this Certificate.

Delta Dental

Delta Dental of North Carolina, a nonprofit dental service corporation, providing dental and vision benefits. Delta Dental is not a commercial insurance company.

Deny/Denied/Denial

When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Provider the applicable amount for such service regardless of the Provider's participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Vision Plan Benefits.

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan.

In-Network Provider/Participating Provider

A Provider who has entered into a contract to be part of the vision care network and to provide Covered Services to Members

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Vision Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Open Enrollment Period

The period of time, as determined by the Contractor , during which a Member may enroll or be enrolled for Benefits.

Out-of-Network Provider/Non-Participating Provider

A Provider who has not entered into a contract to be part of the vision care network to provide Covered Services to Members.

Provider

An optometrist, optician or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials in the state or jurisdiction in which vision care services are rendered or vision care materials are provided.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to a qualifying life event.

Spouse

Your legal spouse.

Summary of Vision Plan Benefits

A description of the specific provisions of your group vision coverage. The Summary of Vision Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

This Plan

The vision coverage established for Members pursuant to this Certificate and your Summary of Vision Plan Benefits.

VSP

Means the claim administrator, Vision Service Plan Insurance Company.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Vision Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Vision Plan Benefits.
b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
c. Newborn: Your newborn will be eligible to enroll on the date of birth.
d. Foster Child(ren), legal adoptions or guardianships: Your newly adopted Child(ren), foster Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the date that the legal petition for adoption, foster care or guardianship becomes legally final, or the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption, foster care or guardianship to become final;
e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.

f. Child(ren) or Child: Your Child(ren) who have reached the dependent age limit stated in the Summary of Vision Plan Benefits, but who were at that time (and continue to be) disabled by a physical or mental condition. Those Child(ren) must also be chiefly dependent on you for support and

maintenance. If requested, you must submit medical reports confirming the Child's disability within 31 days of the end of the calendar year of the dependent age limit stated in the Summary Dental Plan of Benefits. Delta Dental may request proof of continuing disability, but no more frequently than annually.

g. If no additional monthly premium will be required when you add a dependent Child to your coverage, you should complete an update form so that we may facilitate the Child's access to Covered Services. A newborn Child will be covered from the moment of birth. A foster care or adopted Child will be covered from the date of placement in the home provided coverage for that child is put in to effect within 30 days.

h. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Vision Plan Benefits.

i. All others will be permitted on the date that Delta Dental approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Provider

You may choose any Provider. Your out-of-pocket costs are likely to be less if you go to an In-Network Provider.

To verify that a Provider is an In-Network Provider, you can use VSP's online Provider Directory at www.VSP.com or call 800-877-7195.

V. Accessing Your Benefits

To utilize your vision benefits, follow these steps:

1. Familiarizing Yourself with Your Benefits

Read this Certificate and the Summary of Vision Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.

2. Obtaining Covered Services from In-Network Providers

To receive Covered Services from an In-Network Provider, You should select an In-Network Provider, schedule an appointment and inform the Provider's office that you are a Member under this Certificate. The In-Network Provider will then obtain a Benefit Authorization prior to the time services are rendered or materials ordered. Delta Dental's claims administrator shall provide a Benefit Authorization to the In-Network Provider. Each Benefit Authorization will contain an expiration date and must be used by the Member to obtain Benefits prior to the date the Benefit Authorization expires. Delta Dental's claims administrator shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by the Contractor and the past service utilization of the Member, if any.

Any Benefit Authorization so issued shall constitute a certification to the In-Network Provider that payment will be made to the In-Network Provider, irrespective of a later loss of eligibility of the Member, as long as the services are rendered or materials provided prior to the Benefit Authorization expiration date. If the Member receives Covered Services from an In-Network Provider without a Benefit Authorization, any services or materials received from the In-Network Provider will be treated as if they were obtained from an Out-of-Network Provider. You may obtain information on In-Network Providers through VSP's website: www.VSP.com, the Member Service's toll-free number 800-877-7195 or by written request.

3. Obtaining Covered Services from Out-of-Network Providers

This Contract will provide Benefits for services and materials received from Out-of-Network Providers, based on the Out-of-Network Provider fee schedule. The Out-of-Network Provider may bill the Member for that Provider's standard rates, regardless of the amount of this Contract's Benefits. If a Member is eligible for and obtain Benefits from an Out-of-Network Provider, the Member will remain liable for the Out-of- Network Provider's full fee. The Member or the Out-of- Network Provider may submit requests for reimbursement. Delta Dental's claims administrator will pay available Benefits to the Member, or directly to Out-of-Network Providers when claims include a valid Assignment of Benefits.

VSP will arrange for Covered Services outside of a service area if no doctor is available in a service area. If a Member is having problems locating an In-Network Provider in their area, they should call VSP Member Service for assistance at 1-800-877-7195. If an In-Network Provider cannot be found in the Member's service area, VSP will reimburse the Member for the services received from an Out-of-Network Provider at the in-network rate.

Delta Dental's claim administrator may deny any claims received after one hundred and eighty (180) calendar days from the date services are rendered and/or materials provided. If it was not reasonably possible to give written proof in the time required, Delta Dental's claims administrator shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one (1) year from the time specified unless the claimant was legally incapacitated.

PAYMENT EXAMPLE	In-Network Provider	Out-of-Network Provider
Submitted fee	$150.00	$150.00
Copayment	$10.00	$10.00
Plan Benefit	Covered in full*	$45.00
Amount Delta Dental Pays	$140.00	$35.00
AMOUNT YOU PAY	**$10.00**	**$115.00**

*less any applicable Copayment

NOTE: This is just an example and the amounts shown here may not be the same as your coverage levels or your Provider's fees.

Your actual expenses for Covered Services may exceed the stated Copayment percentage because actual provider charges may not be used to determine our and your payment obligations.

4. Submitting a Claim

After you receive your vision treatment, you or the Provider must file a Claim form, completing the information portion with:

a. The Enrollee's full name and address
b. The Enrollee's Member ID number
c. The name and date of birth of the person receiving vision care
d. The Contractor 's name and number

Notice of Claim Forms

Most vision offices have Claim forms available. Participating Providers will fill out and submit your vision Claims for you. If you need to file a claim for services rendered by an Out-of-Network Provider, you may do so at www.VSP.com.

Mail Claims and completed information requests to:

Vision Service Plan
Attention: Claim Services
PO Box 385018
Birmingham, AL 35238-501

Proof of Loss

All Member Claims for Benefits must be filed within 18 months of the date the services were completed. Failure to submit a Claim within the time required shall not invalidate nor reduce any Claim if it was not reasonably possible for the Claim to be filed within such time, provided such Claim is submitted as soon as reasonably possible and in no event, except in the case of legal incapacity, later than one year from the time submittal of the Claim is otherwise required.

Time Payment of Claims

Once a Claim is filed, Delta Dental's claims administrator will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental's claims administrator will notify you or your Provider within 30 days. The notice will describe the information needed. If you or your Provider does not supply the requested information, Delta Dental's claims administrator will deny your Claim. Once Delta Dental adjudicates your Claim, it will notify you within five days.

Right of Recovery

If payment for claims exceeds the amount for which the Member is eligible for any Benefit provision or rider of the Contract, Delta Dental's claims administrator has the right to recover the excess of such payment from the Provider or the Member.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental's claims administrator on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor , or call the claims administrator toll-free, at 800-877-7195. Delta Dental's claims administrator will only recognize the person whom you have authorized on the last dated form filed. Once you have appointed an authorized representative, Delta Dental's claims administrator will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental's claims administrator will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call our claims administrator's Customer Service department, toll-free, at 800-877-7195, or via email at www.VSP.com.

VI. How Payment is Made

Delta Dental's claims administrator shall make payments for Covered Services in accordance with the plan selected by the Contractor . The Covered Services will be identified on your Summary of Vision Plan Benefits.

VII. Benefits

The Benefits covered by This Plan are set forth in your Summary of Vision Plan Benefits.

Delta Dental agrees to provide Benefits to Members under the policies and procedures of Delta Dental and under the terms and conditions of this Certificate, including, but not limited to, the categories of services, exclusions and limitations listed in the Summary of Vision Plan Benefits.

Covered Services will be subject to the following terms and conditions:

A. Copayments for Covered Services

Any Copayments required under this Contract shall be the personal responsibility of the Member receiving Benefits. Copayments are to be paid at the time services are rendered or materials ordered.

Amounts which exceed the stated allowances, annual maximum benefits or any other stated limitations are not considered Copayments, but are also the responsibility of the Member.

B. Urgent Vision Care

When vision care is necessary for Urgent Conditions, a Member may obtain such care by contacting an In-Network Provider or an Out-of-Network Provider (if such benefits are available). Services for conditions of a medical nature are covered by Delta Dental only under supplemental eyecare plans. If Contractor purchases one of these plans, such coverage will be evidenced by an Additional Benefit Rider attached hereto. If Contractor has not purchased one of these plans, then the Member is not covered by Delta Dental for such care and should contact a physician under his or her medical insurance plan for care. For situations of a non-medical nature, such as lost, broken or stolen glasses, a Member may call the Member Service's toll-free number 800-877-7195 for assistance. Reimbursement and eligibility are subject to the terms and conditions of this Certificate.

VIII. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental's claims administrator incorrectly denied all or part of your Claim, you or your Provider may contact Delta Dental's claims administrator and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-877-7195, and speaking to a telephone advisor. You may also mail your inquiry to the claims administrator at VSP, Attn: Appeals Department P.O. Box 2350, Rancho Cordova, CA, 95741.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental's claims administrator provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta

Dental's claims administrator to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental's claims administrator informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but you must file your request for review within 180 days of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

VSP
Attn: Appeals Department
P.O. Box 2350
Rancho Cordova, CA 95741

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental's claims administrator received it, mail your request certified mail, return receipt requested.

The person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a vision or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a vision health care professional with appropriate training and experience, if necessary. The vision health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 30 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for vision Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.
If you are still not satisfied, you may contact the North Carolina Department of Insurance for instructions on filing a consumer complaint by calling (877) 885-0231. You may also write to the Consumer Services Division of the North Carolina Department of Insurance, 1201 Mail Service Center, Raleigh, NC 27699-1201, or visit the Department's website at http://www.ncdoi.com/consumer.

IX. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- When the Contractor advises Delta Dental to terminate your coverage.
- On the first day of the month for which the Contractor has failed to pay Delta Dental.
- For your Dependent, when they no longer qualify as a Dependent.

- If Delta Dental discontinues the vision product(s) purchased under This Plan, or withdraws from the vision market.
- For any other reason stated in the Contract between Delta Dental and the Contractor .

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor . A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

X. Continuation of Coverage

If the Contractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your vision coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Vision Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XI. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Providers-directly.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental and/or its claims administrator with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental and/or its claims administrator access to your vision records.

Provider-Patient Relationship

Members are free to choose any Provider. Each Provider is solely responsible for the treatment and/or vision advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving vision treatment, only Covered Services received while that person was covered under This Plan will be payable.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental's claims administrator within one year following the date the services or supplies were completed.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Vision Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor , of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of North Carolina.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.