

DELTA DENTAL OF CALIFORNIA
17871 Park Plaza Drive, Suite 200, Cerritos, CA 90703
800-422-4234 800-801-7105

AMENDMENT
TO
DELTACARE[®] USA GROUP DENTAL SERVICE CONTRACT

THIS AGREEMENT is made by and between DELTA DENTAL OF CALIFORNIA (“Delta Dental”) and City of Huntington Beach, DeltaCare USA Group #(See Appendix A), for the purpose of amending the original DeltaCare USA Group Dental Service Contract effective January 1, 2013, as follows:

Paragraph 1.18 of Article 1, Definitions, is hereby deleted:

1.18 “Full-Time Student” means a student who is regularly attending an accredited school with an academic schedule of at least 12 credits.

ARTICLE 2. ELIGIBILITY, ENROLLMENT AND CANCELLATION OF ENROLLMENT, Section 2.01, is amended to read:

2.01 Eligible Employees are those employees or group members described in *Schedule C*. New employees shall become eligible for coverage as specified in *Schedule C*.

Eligible Dependents become eligible on:

- 1) the date the Eligible Employee is eligible for coverage;
- 2) as soon as an Eligible Dependent becomes the dependent of an Eligible Employee, or at any time subject to a change in legal custody or lawful order to provide Benefits.

Eligible Dependents include:

- 1) spouse (unless legally separated or divorced) or Domestic Partner (until such partnership is terminated by either or both parties);
- 2) children from birth up to age 26.

Children include natural children, stepchildren, adopted children and foster children. Newborn children (including newborn adopted children) are covered from and after the moment of birth. Notice of birth must be received within 31 days after the date of birth for coverage to continue beyond 31 days. Legally adopted children (other than newborns) are eligible from and after the moment the child is placed in the physical custody of the Eligible Employee for adoption.

A dependent child may continue eligibility if:

- 1) he or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
- 2) he or she is chiefly dependent on the Eligible Employee for support; and

- 3) proof of dependent's disability is provided within 60 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the Eligible Employee for support because of a physically or mentally disabling injury, illness or condition that began before he or she reached the limiting age.

Dependents in active military service are not eligible. No Eligible Dependent may be enrolled under more than one Eligible Employee. Medicare eligibility shall not affect eligibility of an Eligible Employee or Eligible Dependent.

Contract Term: 24 Months

Premiums per Month:

Plan Type: CAA16

California Primary Enrollee:	\$28.88
California Primary Enrollee Plus One Dependent Enrollee:	\$49.10
California Primary Enrollee Plus Two or More Dependent Enrollees:	\$75.10

All other aspects of the DeltaCare USA Group Dental Service Contract currently in effect remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract and have affixed their signatures on:

(Date)

City of Huntington Beach
(Group Name)

By:

(Authorized Signature)

(Printed Name)

(Title)

Date: January 17, 2013

DELTA DENTAL OF CALIFORNIA



Belinda Martinez
Senior Vice President, Sales/Marketing



Kevin Jackson
Group Vice President, Underwriting & Actuarial

APPENDIX A

<u>Group #</u>	<u>Group Name</u>
01575-0001	City of Huntington Beach
01575-0002	City of Huntington Beach - COBRA
01575-0003	City of Huntington Beach - Retirees