

**DELTA DENTAL OF TENNESSEE
SCHEDULE C
ELIGIBILITY AND ENROLLMENT**

- A. All EMPLOYEES of GROUP meeting the eligibility requirements described on the Group Application on the EFFECTIVE DATE will be eligible to enroll in this GROUP dental program. Other EMPLOYEES will be eligible on the first of the month after they have worked for the number of months shown on the Group Application..
- B. DEPENDENTS will become eligible along with the EMPLOYEE or as soon after that as they become DEPENDENTS. The following family members of the EMPLOYEE may be considered DEPENDENTS:
- a) Lawful husband or wife or other relationship as defined by GROUP on the Group Application.
 - b) Children from birth to the Dependent Age Limit stated on the Declaration Page. "Child" includes a natural child, step child, adopted child, foster child or a child for which the SUBSCRIBER is legal guardian.
- A child reaching the Dependent Age Limit may continue to be eligible. The child must not be able to support them self because of mental incapacity or physical handicap. Such disabling condition shall have begun before reaching the Dependent Age Limit. Proof of these facts must be given to DDTN or GROUP within 31 days if requested. Proof will not be required more than once a year.
- C. DEPENDENTS in military service are not eligible.
- D. A Qualified Life Status Change will be defined by current Federal law.
- E. Any EMPLOYEE who does not elect coverage, before entering the Group, must satisfy all eligibility requirements to enter the GROUP. Such EMPLOYEE may only enter the GROUP during an OPEN ENROLLMENT PERIOD except in the event of a related Qualified Life Status Change.
- F. Any MEMBER who drops coverage may only re-enter the GROUP during the first OPEN ENROLMENT PERIOD after having been out of the plan for 12 consecutive months except in the event of a related Qualified Life Status Change.
- G. For coverage to be in effect, DDTN must have received the enrollment information and the payment of that month's PREMIUM. The monthly PREMIUM for a MEMBER must have been paid for coverage to be in effect for that month. A MEMBER with an EFFECTIVE DATE on or between the 1st and 15th of the month will be billed for that month. A MEMBER with an EFFECTIVE DATE on or between the 16th and the last day of the month will not be billed for that month.

- H. GROUP will be responsible for enrolling all MEMBERS. Enrollment information must be furnished to DDTN in a timely manner. Retroactive additions and terminations will be allowed only at the discretion of DDTN. Enrollment must be reported using one of DDTN's standard formats. If special programming is needed to accommodate GROUP's eligibility format, the cost may be billed to the GROUP.
- I. By the EFFECTIVE DATE of the program, GROUP will furnish eligibility information for all EMPLOYEES. This information shall include the EMPLOYEE'S name, social security number, date of birth, date of hire, DEPENDENT coverage information and location code. GROUP may submit this information by electronic media, DDTN e-commerce tools or by completing enrollment forms provided by or approved by DDTN. GROUP will report EMPLOYEES hired after the EFFECTIVE DATE and COBRA- MEMBERS as described above.
- J. Unless eligibility is reported by electronic media or DDTN has agreed to allow the GROUP to self-bill, DDTN will make available to GROUP each month a listing or electronic file of EMPLOYEES as reported to DDTN. GROUP will confirm continued eligibility of EMPLOYEES.
- K. DEPENDENTS may be enrolled under the following rules:
- a) DEPENDENTS must enroll at the time the SUBSCRIBER becomes eligible, or as soon after that as they become DEPENDENTS. Otherwise DEPENDENTS may only enroll during an OPEN ENROLLMENT PERIOD.
 - b) After enrollment, DEPENDENT coverage shall continue while the SUBSCRIBER has coverage. DEPENDENT coverage shall cease if they no longer meet the definition of DEPENDENT or the SUBSCRIBER chooses to drop DEPENDENT coverage. If DEPENDENT coverage is dropped, DEPENDENT may re-enter the GROUP during the first OPEN ENROLLMENT PERIOD after having been out of the plan for 12 consecutive months.
- L. The GROUP will be allowed to continue BENEFITS during a MEMBER'S unpaid leave of absence as determined by the policy of the GROUP. If it is the policy of the GROUP not to continue BENEFITS for an unpaid leave of absence, the MEMBER will not have coverage during this leave. Coverage will resume on the first day of the month after the EMPLOYEE returns to work. MEMBERS may continue coverage under 29 USC ' 1161 et seq. or an applicable state continuation of coverage provision when the EMPLOYEE is on strike or layoff.
- M. If it is the policy or legal responsibility of the GROUP to continue coverage during a leave of absence, the GROUP will be responsible for the timely payment of all PREMIUMS due to DDTN for the EMPLOYEE on leave of absence. The GROUP must continue to consider the person a permanent EMPLOYEE and all other GROUP benefits, including dental, must be continued.
- N. An EMPLOYEE loses coverage when employment benefits are terminated by the GROUP at the end of employment or at the end of the CONTRACT. DEPENDENTS lose coverage along with the EMPLOYEE, or earlier if they lose their DEPENDENT status. SUBSCRIBERS lose coverage at the end of the month. The termination effective date will be the end of the month for which PREMIUM has been paid.
- O. Possession of an I.D. card does not guarantee a MEMBER is eligible for BENEFITS. Eligibility is based upon information reported to DDTN by the GROUP. Eligibility may be confirmed by calling DDTN's Customer Service Representatives or utilizing other DDTN e-

commerce tools..

- P. DDTN will not continue to pay BENEFITS for any MEMBERS when they lose eligibility. As provided by 29 USC § 1161 et seq. or an applicable state continuation of coverage provision, coverage may continue for up to 18 months where the EMPLOYEE'S coverage ends as a result of a reduction in work hours or termination of employment. Coverage may not continue if the termination is as a result of gross misconduct.

Under 29 USC § 1161 et seq. or an applicable state continuation of coverage provision, DEPENDENTS may continue coverage under this CONTRACT for up to 36 months. To continue coverage, the DEPENDENT must be a:

- (1) surviving spouse or child of a deceased EMPLOYEE,
- (2) separated or divorced spouse,
- (3) DEPENDENT ineligible for Medicare who reaches the limiting age or otherwise ceases to meet the definition of DEPENDENT.

In any case, coverage shall end if the MEMBER fails to pay the required PREMIUM, becomes eligible for Medicare, obtains other group coverage or the GROUP cancels group dental coverage.

MEMBERS must choose whether or not to continue their coverage. MEMBERS have 60 days to make such an election. The 60-day period shall start at the earlier of the date the MEMBER'S coverage would otherwise end or the date the MEMBER receives notice of his rights.

EMPLOYEE is responsible for notifying the GROUP within 60 days of any change(s) in eligibility. EMPLOYEE should tell GROUP of changes in DEPENDENT status, divorce, or eligibility for Medicare.

- Q. As plan administrator, it will be the GROUP'S responsibility to tell EMPLOYEES and DEPENDENTS of their rights under this CONTRACT.
- R. GROUP will let DDTN inspect GROUP'S records to verify that the listing of EMPLOYEES is correct and to confirm compliance with ARTICLE 2. DDTN will give GROUP reasonable written notice before the date of the inspection.