



Solstice Benefits, Inc.
Enrolling Group Dental Insurance Contract

Policyholder / Enrolling Group: City of Delray Beach
Enrolling Group Number: 14058
Dental Policy Number: 11327
Policy Effective Date: 10/1/2019
Policy Anniversary Date / Term of Contract: 9/30/2020
Premium Due Dates: 1st day of each month

Solstice Benefits, Inc. ("Solstice") is a Life and Health Insurer pursuant to the Florida Insurance Code, authorized to write the Accident and Health, Prepaid Limited Health Services Organization and Discount Medical Plan Organization lines of business.

Solstice agrees to insure certain members of the Enrolling Group under the Plan(s) and at the rates indicated below:

Dental Plan:

Solstice PPO 11327

Dental Rates:

Employee =	\$33.38
Employee & Spouse =	\$65.97
Employee & Child(ren) =	\$72.93
Employee & Family =	\$105.71

Notice: Any insurance benefits will apply to an Eligible Person only if the Eligible Person: (a) has elected that benefit, and (b) has a Solstice Identification Card that shows the election of that benefit.

The Policy is issued based on the Enrolling Group's application, a copy of which is attached hereto, and payment of the required Premiums. The Enrolling Group's application is made part of the Policy. The first Premium is due on the Policy Effective Date. Subsequent Premiums will be due on the dates stated above at the following address:

Post Office Box 19199
Plantation, Florida 33318-0199

All periods of time under this Policy will begin and end at 12:01 a.m. local time based on the Enrolling Group's address.

Leonard Weiss

President



1. Enrolling Group Contract/Policy – The entire Policy consists of the following:

Part A – Enrolling Group Dental Insurance Contract (“Enrolling Group Contract”).

Part B – Certificate of Coverage.

Part C - Schedule of Benefits.

Part D - All applications including, but not limited to, the attached copy of the Enrolling Group’s application, and the Subscriber enrollment forms.

Part E - Any Endorsements, Amendments and/or Riders to any or all of the above (when applicable).

2. Amendments, Riders, and Waivers

Amendments to the Policy are effective after a forty-five (45) day written notice to the Enrolling Group. Riders are effective on the date specified by Solstice. No change will be made to the Policy unless it is made by an Amendment or a Rider that is signed by an officer of Solstice and the Enrolling Group.

Only a duly authorized officer of Solstice may waive any provision of this Policy. Any waiver must be in writing. A waiver of one provision does not constitute a waiver of any other. A failure to enforce any provision of the Policy is not a waiver of such provision. A failure to exercise any option provided in the Policy is not a waiver of such option.

Solstice will not be bound by any promise or representation made by any other person. No agent, broker or Solstice representative other than a Solstice officer, has any authority to change this Policy, extend the time for payment, or waive any provision of this Policy.

3. Initial Term

This Policy shall begin at 12:01 a.m. local time at the Enrolling Group’s address on the Effective Date as set forth on the Cover Page to this Enrolling Group Contract. The Policy shall extend for an initial term of twelve (12) months after the Effective Date (“Initial Term”).

4. Renewal Term

This Policy is renewable at the option of the Enrolling Group at the end of the Initial Term for an additional term of twelve (12) months, and at the end of each twelve (12) month period thereafter (“Renewal Term”). Solstice may modify, change, or amend the Policy, including, but not limited to, changes to Premium rates, for each Renewal Term. Solstice will offer terms of renewal a minimum of forty-five (45) days in advance of the Policy’s Anniversary Date. Any such modifications, changes, or amendments shall be subject to the Enrolling Group’s acceptance. After an authorized officer of the Enrolling Group signs such modifications, changes, or amendments, they shall be made part of the Policy. The renewal Policy shall be accepted and approved without the Enrolling Group’s signature when the Enrolling Group makes payment to Solstice of the first Premium due for the renewal Policy.

For small groups, any modification will be consistent with Florida’s Employee Health Care Access Act and will be effective on a uniform basis among group Dental plans with the coverage.

5. Premium

The Premium is the amount Solstice charges for insurance under this Policy. The rates for the particular Dental benefits are as listed on Cover Page of this Enrolling Group Contract.

Premiums are payable on the dates shown on the Cover Page of this Enrolling Group Contract. Each monthly payment will pay for the insurance then in force under this Policy for a period of one (1) month.



If Solstice receives any Premium that was not due, Solstice will refund it to the Enrolling Group. The Enrolling Group must advise Solstice within two (2) months of the payment in question that the payment was not due. Premiums not due include, but are not limited to, Premiums paid for a period of time a Covered Person's coverage was not in force.

6. Enrollment

Solstice will provide enrollment forms to Subscribers. Subscribers must complete and submit the enrollment forms for processing. Subscribers may be able to enroll online. The Enrolling Group is responsible for advising Subscribers of their enrollment rights under the Policy. The Enrolling Group shall be responsible for the verification and security of all enrollment information.

7. Required Notice of Enrollment Changes

Prior to the month of coverage, Solstice generates monthly invoices for the Enrolling Group. The invoice includes a complete list of Covered Persons reflected in Solstice's records. The Enrolling Group shall report any changes in enrollment to Solstice no later than at the time of remittance of the invoiced Premiums. Any adjustment in Premiums as a result of a change in enrollment shall be reflected in the next monthly invoice. For an ineligible member, the Enrolling Group agrees that it may receive: (a) a credit for Premiums paid, or (b) relief from liability for unpaid but accrued Premiums. The Enrolling Group must notify Solstice within two (2) months of the date eligibility ceased. The Enrolling Group further agrees that such credit shall be limited to no more than two (2) months prior to Solstice's receipt of such notice.

8. Governing Law

The Policy shall be governed by the laws of the State in which it is issued and any applicable federal laws. Any provision in this Policy that conflicts with state or federal law(s) is automatically corrected to match the minimum requirements of such state and federal law(s).

9. Grace Period

A Grace Period of thirty (30) days following the first unpaid month of benefits provided will be allowed for the payment of any Premium, except the first Premium. The Policy stays in force during a Grace Period. Full payment must be received by the thirtieth (30th) day of the Grace Period.

If the Enrolling Group sends Solstice a notice of termination during the grace period, the Enrolling Group must pay Premiums for any period that the Policy was in force. This includes the pro rata share of the Grace Period. If the Policy terminates for the Premium not being paid, all unpaid Premiums are due as well as the Premium due for the Grace Period.

10. Termination of Contract

We may discontinue or nonrenew this Policy upon at least forty-five (45) days prior written notice to the Enrolling Group for one or more of the following reasons:

- A. The Enrolled Group has failed to pay Premiums or contributions in accordance with the terms of the Policy, or we have not received timely Premium payments.
- B. The Enrolled Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Policy.
- C. The Enrolled Group has failed to comply with a material provision of the Plan which relates to rules for employer contributions or group participation.
- D. The Enrolling Group has not obeyed the rules relating to employer contribution or group participation rules as the law permits.

- E. We cease to offer a particular type of coverage in a market.
- F. There is no longer any Covered Person who lives, resides, or works in our service area or in the area in which we are authorized to do business, and, in the case of small groups, we would deny enrollment with respect to such plan under Florida's Employee Health Care Access Act.

If we discontinue Dental coverage in a market, then we will provide notice of discontinuation to each affected Enrolled Group and Subscriber at least ninety (90) days prior to the date of discontinuation. We will also offer each affected Enrolled Group the option to purchase all, or in the case of a large group, any other Dental insurance coverage currently offered by us in the market.

If we discontinue offering Dental coverage in the small or large group markets, then we will provide notice of discontinuation to each affected Enrolled Group and Subscriber at least one hundred eighty (180) days prior to the date of discontinuation.

In exercising the option to discontinue Coverage, we will act uniformly without regard to claims experience or any health-status-related factor.

11. Incontestability

This Policy may not be contested after it has been in force for two (2) years after the Policy Effective Date. This Policy may be contested at any time for nonpayment of Premium or fraudulent misrepresentation.

12. Reinstatement of Contract

The Enrolling Group may apply for reinstatement of the Policy that terminated due to failure to pay the Premium by the end of its Grace Period. The Enrolling Group must request reinstatement from Solstice in writing on the Enrolling Group's letterhead. The Enrolling Group must pay all past due Premiums, the current month's Premium, and a reinstatement fee of \$25.00 to Solstice. All payments must be submitted within thirty (30) days of the request. If Solstice, in its sole discretion, accepts any partial payment of past due Premium, it shall be applied to the most overdue Premium on the account.

If Solstice reinstates the Policy, the coverage provided would resume as of the date the Policy was terminated. Solstice may require the Enrolling Group to authorize automatic electronic fund transfers for payment of Premiums. If Solstice does not reinstate the Policy, Solstice will notify the Enrolling Group in writing within forty-five (45) days of our receipt of the request for reinstatement. If we fail to provide timely notice of our decision, the Policy will be automatically reinstated. Solstice will refund any Premium not earned that was submitted. The refund will be sent with the denial for reinstatement.

13. Misstatement of Facts

No misrepresentation shall avoid this contract or defeat recovery under the Policy unless such misrepresentation was material. No misrepresentation shall be deemed material unless knowledge by Solstice of the facts misrepresented would have led to a refusal to make such contract. All statements made by the Enrolling Group or by a Subscriber will, in the absence of fraud, be deemed representations and not warranties. Any statement must be in writing and signed by the Enrolling Group, Subscriber, or on the Subscriber's behalf.

If any relevant facts about insured were not accurate, Solstice, at its discretion, may adjust Premiums due under this Policy. The facts will decide whether and in what amount insurance is valid under this Policy.

14. Information

The Enrolling Group shall maintain its own records of transactions relating to this Policy, including, but not limited to, the following:

- A. The names of all Covered Persons.
- B. The date upon which each Covered Person became covered under this Policy.
- C. The effective date of any change in a Covered Person's insurance under this Policy.

The Enrolling Group shall furnish Solstice with a copy of such records upon request. The Enrolling Group shall immediately report any change to such records to Solstice. Solstice has the right to inspect any records of the Enrolling Group that Solstice deems relevant to the administration of its benefits. Support for such records may include state and federal withholding forms.

Employees and/or their Dependents shall be enrolled on forms approved by Solstice.

Error on behalf of the Enrolling Group in furnishing information will not invalidate insurance that should have become effective.

The Enrolling Group reporting errors will not continue, or extend insurance which should have terminated, or create insurance for which an employee or dependent was not eligible under this Policy. Premiums shall be paid, credited or offset as appropriate when such errors are detected.

This Policy does not replace, nor does it affect any requirements for worker's compensation coverage.

15. COBRA Administrative Services Provision

The Enrolling Group is responsible for all aspects of the administration of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and applicable state law, with respect to the group Dental coverage provided by the Group Plan. To the extent required by COBRA, and upon timely receipt of Premiums and proper Enrollment Forms, Solstice will provide coverage to the Qualified Beneficiaries after the period that their coverage would normally cease under the Policy. If the Enrolling Group or the Covered Person fails to meet any obligations under the Policy and COBRA, Solstice will not be liable for any claims of the Covered Person after his or her termination of coverage.

16. Relationship between the Parties

The relationship between Solstice and the Enrolling Group is strictly a contractual relationship. The Enrolling Group is not an agent or employee of Solstice. Solstice and its employees are not agents or employees of the Enrolling Group.

17. Fiduciary Responsibilities

The Enrolling Group or its designated administrator retains fiduciary responsibility for compliance with all local, state, and federal laws and regulations applicable to the Enrolling Group and/or its employee benefit plan in connection with this contract.

The Enrolling Group shall defend, indemnify and hold harmless Solstice, its affiliates and subsidiaries, and each of its respective directors, officers, agents, and employees ("Indemnified Parties") from and against all claims, demands, losses, liabilities, expenses, damages, costs and attorney's fees which the Indemnified Parties may directly or indirectly suffer or incur by reason of the Enrolling Group's breach of such fiduciary responsibilities with regard to the employee benefit plan under which the benefits under this contract are provided and/or the Enrolling Group's failure to comply with local, state, and federal laws or its obligations under the contract. These responsibilities include, but are not limited to, the Enrolling Group's obligation regarding coverage for Medicare-eligible employees and dependents, non-discrimination, continuation of coverage notices, documentation, and all other obligations under ERISA, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Internal Revenue Code, as such laws and regulations thereto may be amended from time to time.



18. Notice

Any notice given by Solstice under this Policy shall be sufficient and effective for all purposes if and when mailed to either of the following:

- A. The Enrolling Group at its last known address.
- B. A Subscriber, at either his or her address as appearing in the records of Solstice, or in care of the Enrolling Group at its last known address.

The Enrolling Group shall act as agent for all Subscribers to receive all notices to them hereunder and shall promptly notify Subscribers. Each Subscriber shall also serve as an agent of each of his or her Dependents to forward all notices to them. It shall be the responsibility of the Enrolling Group to deliver to each Subscriber a Certificate of Coverage; Solstice will furnish said Certificates to the Enrolling Group for distribution. It shall also be the responsibility of the Enrolling Group to promptly notify all Subscribers of the termination of this contract. In case of changes in the contract, specifically the Certificate of Coverage, any notice to the Enrolling Group by Solstice will constitute notice to all Subscribers, and

Solstice need give no further notice to any Subscriber in order to effectuate such a change. Should it be deemed appropriate, Solstice reserves the right to notify/contact any and all Subscribers regarding Dental benefits and changes to them without liability to the Enrolling Group.

In Witness Whereof, the authorized officer or agent of the Enrolling Group has reviewed all parts of this Policy. Signature on Enrolling Group application indicates receipt and acceptance of this Enrolling Group Contract and the Policy.