

THIS CONTRACT is made between Delta Dental of New Jersey, Inc., of Parsippany, New Jersey, (hereinafter referred to as "**Delta Dental**") and

Group Name: Community Access Unlimited

Group No.: <u>03434</u>

Group Address: 80 West Grand Street, Elizabeth, NJ 07202

(hereinafter referred to as the "Employer")

WHEREAS, the Employer desires to provide its eligible Employees and their eligible Dependents, hereinafter referred to as "Covered Persons" with this Delta Dental PPO – Fixed Copay Program; and

WHEREAS, in order to be eligible to purchase this **Delta Dental PPO – Fixed Copay Program, Employer** must have previously had an in-force Flagship Health System DHMO

Contract and a current in-force Delta Dental of New Jersey, Inc. dental benefit contract that it shall continue to maintain as a condition to maintaining this **Delta Dental PPO – Fixed Copay Program**.

WHEREAS, the Employer desires Delta Dental to provide the Delta Dental PPO – Fixed Copay Program on an insured basis that shall provide benefits based on Delta Dental PPO – Fixed Copay Program Schedule of Benefits that provides benefits for specified procedure codes for services provided only by Delta Dental PPO Network dentists, except for emergency services as defined in the Benefit Booklet; and Delta Dental agrees to provide such services within a framework of policies and procedures set forth in the Benefit Booklet for Covered Persons approved by the Employer that is attached as an appendix to this Contract;

FOR AND IN CONSIDERATION of the mutual covenants set forth herein, acceptance of the Application which is made a part of this **Contract**, and payment of the **Contract Charges**, **Delta Dental** and the **Employer** agree and are subject to the terms, obligations and responsibilities described in this **Contract.Employer's** payment of **Contract Charges** as they appear in the **Contract** shall be deemed acceptance of the **Contract** terms and shall not require **Employer's** signature.

Date: January 1, 2026

DELTA DENTAL OF NEW JERSEY,

INC.

By:___

Paul J. Di Maio President

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ARTICLE I - TERM OF CONTRACT

- 1. The "Effective Date" of this Contract is January 1, 2026
- 2. The "Contract Term" of this Contract is the period of <u>12</u> months, commencing on the Effective Date, and each succeeding <u>12</u>-month period for as long as this Contract remains in force (each <u>12</u>-month period is a separate Contract Term.).
- 3. The "Anniversary Date" of this Contract is <u>January 1, 2027</u> and the <u>1st</u> day of <u>January</u> of each subsequent year for as long as this Contract remains in force.

ARTICLE II – DEFINITIONS

- 1. "Benefit Booklet" is the document that contains the dental plan benefits selected by Employer, including a description of the dental network from which Covered Persons can receive services, how to locate a network dentist, a description of the services that are covered and applicable frequency for certain services, the schedule of covered procedure codes, the applicable co-payment for covered services, benefit maximums, limitations and exclusions, process for coordination of benefits, procedures for complaints and appeals, and customer service information. The Benefit Booklet is part of and incorporated into this Contract and Employer agrees to the terms and benefit design it selects for Covered Persons.
- 2. "Contract" means this document governing the terms of the Delta Dental PPO Fixed Copay Program.
- 3. "Contract Charge" means the premium, fee, rate or dollar amount payable by Employer as invoiced by Delta Dental for the dental benefits provided by Delta Dental under this Contract.
- 4. "Contract Effective Date" means the date, beginning at 12:01 a.m., that this Contract takes effect and any Covered Person becomes eligible for Benefits under this Contract.
- 5. "Contract Expiration Date" means midnight on the date that all Covered Persons stop being eligible for the Benefits under this Contract.
- 6. "Covered Persons" means the Subscriber and one or more Dependents that meet the eligibility criteria selected by Employer and agreed to by Delta Dental and whose information has been provided by Employer to Delta Dental and for whom Contract Charges have been paid by Employer during the Contract Term.
- 7. "Delta Dental" means Delta Dental of New Jersey, Inc.

- 8. "Delta Dental PPO Fixed Copay Program" means the plan under this Contract as described in the attached Benefit Booklet whose terms are made a part of this Contract. This Delta Dental PPO Fixed Copay Program limits benefits to services received by a Covered Person from a PPO Network dentist. Except for emergency services, services received by a Covered Person from a Delta Dental Premier dentist or from a dentist that does not participate in the Delta Dental network are not eligible for benefits.
- 9. "Delta Dental PPO Fixed Copay Program Schedule of Benefits" means the schedule of covered procedures and the corresponding applicable payment obligation of the Covered Person that receives covered services from a Delta Dental PPO Network dentist in accordance with the benefit plan provisions, limitations and exclusions described in the Benefit Booklet whose terms are incorporated and made part of this Contract.
- 10. "Dependent" means the spouse, civil union or domestic partner, or child designated by Employer as eligible for dental benefits under the Delta Dental PPO Fixed Copay Program subject to the terms of this Contract.
- 11. "Employer" means the group that has selected the dental benefit plan, the network, coverage options and plan design, and makes eligibility determinations for its Covered Persons. The Employer is the contract-holder and for timely payment of invoices based on the Contract Charges described herein.
- 12. "PPO Network" means the dental network that applies to this Contract and the network that Covered Persons can use in order to receive benefits under this Contract. For purposes of this Contract, dentists that are in the Delta Dental Premier network (Delta Dental Premier dentists) and dentists that do not participate in any Delta Dental network are considered "out-of-network," and, except for emergency services, no Covered Person will be entitled to any payment or receive a benefit for dental services received from an out-of-network dentist.
- 13. "Subscriber" is the primary Covered Person eligible for dental benefits under this Contract as designated by Employer to Delta Dental and through which eligible Dependents of the Subscriber may also be Covered Persons.
- 14. "Treatment Plan" is defined to be the written statement, on a form (Attending Dentist's Statement) prescribed by Delta Dental, of diagnosis(es) or prognosis(es) and the course and types of care and treatment to be rendered by a Dentist to a Covered Person together with associated charges when such statement is signed by the Dentist and Covered Person. Delta Dental may, in its discretion, approve a Treatment Plan for payment of Benefits in whole or in part. Delta Dental's determination as to payment of Benefits under a Treatment Plan is final.

ARTICLE III - ELIGIBILITY AND CONTRACT CHARGES

- 1. **Employer** shall establish and identify to **Delta Dental** each **Subscriber** eligible to receive benefits or payments for him/herself and his/her **Dependents**, where applicable, during the **Contract Term**, as designated by the **Employer**. **Employer** agrees to send eligibility files electronically to **Delta Dental** on a monthly basis identifying each person covered for that period, his/her ID number, and his **Dependent** status. **Employer** agrees to use unique ID numbers as assigned or agreed to by **Delta Dental**.
- 2. Each **Subscriber** may be asked to complete and give to the **Employer** to file with **Delta Dental** an application or enrollment form on behalf of him/herself and his/her **Dependents**, if any, as a prerequisite to eligibility for benefits under this **Contract**.
- 3. A Subscriber who was not previously enrolled in a Flagship Health System DHMO plan and was not enrolled in a Flagship Health System plan 30-days prior to this Contract Effective Date is not eligible to enroll in this Delta Dental PPO Fixed Copay Program that is subject to the terms of this Contract. A new employee of the Employer shall be permitted to enroll in this Delta Dental PPO Fixed Copay Program when first eligible for dental coverage. A Subscriber enrolled in another plan offer by Delta Dental of New Jersey shall not be eligible to enroll in this Delta Dental PPO Fixed Copay Program at any time unless previously enrolled in a Flagship Health System DHMO plan 30-days prior to this Contract Effective Date.
- 4. The **Employer** shall maintain records from which may be determined the types of coverage selected, names, birth dates and addresses of all **Subscribers** and **Dependents** covered by this **Contract**. Such information shall be furnished to **Delta Dental** by the **Employer** at such time or times and in such form and detail as may reasonably be required by **Delta Dental** to maintain a currently accurate record of all **Covered Persons**. The **Employer** shall, as required, make verifications as to **Dependents** entitled to receive **Benefit** payments under this **Contract**.
- 5. Delta Dental shall be entitled to rely on information furnished to it by the Employer, and the Employer agrees to hold Delta Dental harmless for any inaccuracy of such information. Clerical errors or delays in keeping or recording data relative to coverage shall not invalidate coverage which would otherwise be validly in force. The Employer shall be responsible for Contract Charges for all Covered Persons appearing on lists the Employer submits to Delta Dental.
- 6. In the event a **Subscriber** dies, his/her employment is terminated, or no longer meets the eligibility criteria established by **Employer**, coverage hereunder respecting such **Subscriber** and his/her **Dependents**, if any, shall terminate on the date on which such event occurs unless otherwise required by law as shall be directed by **Employer**. The **Employer** shall report promptly to **Delta Dental** all such **Subscribers** whose eligibility has been terminated. In the event of termination of coverage under the provisions of this Section, **Delta Dental** shall not be liable for any **Benefit** payments for any otherwise eligible **Dental Services** completed after the date on which the termination occurs. **Employer** shall be responsible for issuing any continuation of benefits (COBRA) notices

under applicable federal or state law and collecting and remitting applicable payments to **Delta Dental** for such continuation of coverage.

- 7. Charges under this **Contract**:
 - (a) shall be as follows:

One Party Rate: \$36.02 per month Two Party Rate: \$70.40 per month Three Party Rate: \$119.28 per month

- (b) Contract Charges are due and payable in advance and shall be paid to **Delta**Dental at intervals no less frequently than monthly.
- **Contract Charges** for each **Covered Person** hereunder shall be made payable by the **Employer** to **Delta Dental** and transmitted to Delta Dental of New Jersey, Inc., P.O. Box 36843 Newark, New Jersey 07188-6483, in accordance with the charges set forth in subparagraph (a) of this Section or the most recent amendment thereto.
- 8. In the event this **Contract** terminates for any reason, the **Employer** shall be liable for all **Contract Charges** due and unpaid while this **Contract** was in force.
- 9. The **Contract Charges** established in Section 7, subparagraph (a) of this Article may be adjusted at the end of the **Contract** term.

ARTICLE IV - DENTAL BENEFITS: EXTENT OF COVERAGE AND DELTA DENTAL PAYMENT

- 1. **Delta Dental's** responsibility under this **Contract** is to underwrite the dental benefits in accordance with the **Delta Dental PPO Fixed Copay Program Schedule of Benefits,** to adjudicate claims, and provide customer service under the terms of this **Contract** and in accordance with the framework of benefits, policies and procedures approved by the **Employer** as set forth in the **Benefit Booklet**.
- 2. Delta Dental will make payments for the dental benefits beginning at 12:01 A.M. Eastern Standard Time on the Contract Effective Date and shall continue making payments and satisfying its contractual obligations during the Contract Term as long as Employer continues to satisfy its contractual obligations, timely pays all invoices issued by Delta Dental for Contract Charges. If the Employer has not paid a Delta Dental invoice on the due date, Employer shall be in default of its contractual obligation and Delta Dental may issue notice of termination in accordance with Article V, in which event, Delta Dental has no further obligation to pay dental benefits even for an approved Treatment Plan or if it has issued a pre-determination for a dental service or procedure.

- 3. GENERAL EXCLUSIONS (Applicable To All Dental Services)
 - (a) No Benefit payment shall be provided under this Contract for:
 - (i) Services rendered for injuries or conditions which are compensable under Workmen's Compensation or Employer's Liability laws; services which are provided by any Federal or State or Provincial government agency, or are provided without cost to the **Covered Person** by any person or by any municipality, county or political subdivision or community agency, except to the extent that such payments are insufficient to pay for the applicable eligible dental benefits contained in this **Contract**.
 - (ii) Services performed or items furnished for any conditions, disease, ailment or injury occurring while the **Covered Person** is on active duty during military service, or for services or items provided under the laws of the United States of America or of any state of the United States or any foreign country or of any political subdivision of any of the foregoing.
 - (iii) Services performed prior to the date the **Covered Person** became eligible for such services under this **Contract**, unless the treatment was a year in duration and was completed after the **Covered Person** became eligible.
 - (iv) Services for which a claim was not received by **Delta Dental** within twelve (12) months after the date when the **Dental Service** was finished.
 - (v) **Delta Dental** will not coordinate benefits unless the other plan provides benefits for dental services.
 - (vi) Services which have not been completed during the **Covered Person's** eligibility during the **Contract Term.**
 - (vii) Services where the claim is missing information necessary to adjudicate and process the claim.
 - (viii) Services received from a dentist that is not in the **PPO Network**, except in the event of an emergency.
 - (ix) Services that are not a covered benefit as listed in the **Delta Dental PPO** Fixed Copay Program Schedule of Benefits.
 - (b) In the event that a Covered Person transfers from the care of one dentist to that of another dentist during a course of treatment, or if more than one dentist renders services for the same dental procedure, **Delta Dental** shall not be liable for more than the amount it would have been liable had only one dentist rendered all the services during each course of treatment, nor shall **Delta Dental** be liable for duplication of services rendered.

4. OTHER PAYMENT RULES THAT AFFECT THIS COVERAGE

- (a) Dental Services Requiring Multiple Visits: Some dental services take multiple visits to complete. Examples include crowns, bridges, removable prosthetics, orthodontia, and endodontic procedures. Delta Dental will pay for services that need multiple visits only upon completion of the service. The completion date is deemed to be the date of service for these services.
- **(b)** In-Process Treatment: Dental services started before the person is a Covered Person are not entitled to any Benefit. Examples of the dental services which may be performed over more than one visit include, but are not limited to, fixed bridgework, full or partial dentures, crowns, and root canal therapy. The completion date of these services must occur before the Contract Expiration Date or the Covered Person coverage termination date in order for any payment or benefit to be due under this Contract. The service completion date is the date of insertion for removable prosthetic appliances; the insertion date for fixed partial dentures and for crowns, and onlays, and inlays (if they are covered benefits) is the cementation date, no matter what the type of cement is used. The completion date for root canal therapy is the date the canals are permanently filled.

If this **Contract** provides coverage for orthodontic services, benefits for in process orthodontic services will be prorated so that **Delta Dental** pays a benefit based on the length of time the **Covered Person** is covered under this **Contract** as compared to the total amount of time for which the **Covered Person** will have received those dental services. For example, if the dental services plan is for twenty-four (24) months and (10) months of treatment have already been performed prior to the **Covered Person** being covered under this **Contract**, **Delta Dental** will make monthly payments of one fourteenth (1/14th) of the balance that remains, based upon the monthly calculation described above. Monthly payments will stop at the earlier of the completion of the treatment or dental services or the date when the person is no longer a **Covered Person**.

(c) Incomplete Treatment: One dentist may start a covered dental service and another dentist may complete the service or procedure. If this happens, **Delta Dental** will pay no payment toward and the **Covered Person** shall be entitled to no benefit for the dental service performed by the dentist who started but did not complete the service or procedure. **Delta Dental's** payment of a benefit for a covered service will only be to the dentist who finishes the dental service or procedure.

5. FACILITY OF PAYMENT

A payment made under another health plan may include an amount which should have been paid under this **Delta Dental PPO – Fixed Copay Program.** In such event, **Delta Dental** may pay that amount to the organization which made the payment. That amount will then be treated as

though it were a benefit paid under this **Delta Dental PPO – Fixed Copay Program. Delta Dental** will not have to pay that amount again. The term, "payment made" includes making benefit payments in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

6. RIGHT OF RECOVERY

If the amount of the payments made by **Delta Dental** is more than it should have paid under the **Fixed Co-Payment Plan** or the applicable Coordination of Benefits provision, it may recover the excess from one or more of:

- (a) The person it has paid or for whom it has paid;
- **(b)** Insurance companies; or
- (c) Other organizations.

The "amount of the payments made" includes the reasonable monetary value of any benefits provided in the form of services.

ARTICLE V - RENEWAL, AMENDMENT OR TERMINATION OF THE CONTRACT

- 1. This **Contract** shall be automatically renewed from **Contract Term** to **Contract Term** unless otherwise terminated pursuant to this Article.
- 2. This **Contract** may be amended at any time by mutual agreement of the parties provided that such amendment is reduced to writing, executed by the President of **Delta Dental** or his designated representative and by **Employer** and specifies the date the provisions of such amendment shall be effective. **Delta Dental** shall provide advance written notice at least 90 days in advance of any change to the terms of the contract or to the **Contract Charges**.
- 3. This **Contract** may be terminated on any Anniversary Date by at least thirty (30) days prior written notice of termination given by the party desiring to terminate to the other party. The Contract may also be terminated at any time in accordance with a written agreement to do so duly signed by **Delta Dental** and **Employer**.
- 4. In the event that **Delta Dental** provides notice to **Employer** of its intention to change any terms and conditions of this **Contract** effective on an Anniversary Date, **Delta Dental** shall notify **Employer** of those revisions at least forty-five (45) days in advance of the "Anniversary Date" and those revisions shall be effective unless **Employer** notifies **Delta Dental** at least thirty (30) days prior to the "Anniversary Date" that it rejects those proposed revisions
- 5. **Delta Dental** may amend the **Contract Charges** shown in Article III or the latest amendment thereof, as of any "Anniversary Date" by giving at least forty-five (45) days prior written notice to the **Employer**.

- 6. Employer's payment of the amended charges shall be deemed acceptance of the amendment. If the Employer does not accept the amended charges, this Contract will terminate at the end of the month before the date on which the amended charges would have taken effect. In the event that this Contract is terminated pursuant to this Section, Delta Dental suspend authorization for or refuse to authorize Treatment Plans beyond the date of such termination.
- 7. This Contract may be terminated by Delta Dental at any time by giving thirty (30) days prior written notice to the Employer in the event that cancellations by PPO Network dentists of their agreements with Delta Dental make the performance of this Contract impracticable in the judgment of Delta Dental.
- 8. This Contract may be terminated by Delta Dental at any time by giving thirty (30) days prior written notice to Employer in the event Employer has no other Delta Dental dental benefit contract in place with Delta Dental in New Jersey. This Contract may be terminated by Delta Dental at any time by giving thirty (30) days prior written notice to Employer in the event the number of Subscribers reported monthly by Employer to Delta Dental in the another Delta Dental dental benefit contract in place with Delta Dental in New Jersey falls below 100 in each of three consecutive months.
- 9. In the event that any payment due to **Delta Dental** pursuant to this **Contract** is not paid when due, it shall be considered a default in payment, and **Delta Dental** may, at its option and sole discretion:
 - (a) Continue the **Contract** in full force and effect for the remainder of the current "Contract Term," at which time the **Contract** shall terminate; or
 - (b) Terminate all further **Benefit** payments and be released from all further obligations hereunder at any time prior to the end of the current "Contract Term" by giving notice to the **Employer**; In the event of termination, it shall be the responsibility of **Employer** to provide notice of termination of the **Contract** and all benefits to its **Covered Persons**.
 - (c) In the event **Delta Dental** terminates this **Contract** pursuant to subparagraph (b) of this Section, the **Employer** shall be and remain liable to **Delta Dental** for the full amount of **Dentist's** statements paid or otherwise discharged by **Delta Dental** for services rendered after the default in payment, plus 25% of such amount (to compensate **Delta Dental** for its administration of the dental program), less any amounts paid by the **Employer** to **Delta Dental** after the default in payment.
 - (d) In the event of payment default, **Delta Dental** may refer **Employer** to collection. **Employer** shall be liable for costs and reasonable attorney fees in the event an order of default is entered in favor of **Delta Dental**.

- 11. Upon expiration or expiration or termination of the **Contract Delta Dental** shall have the right, at its option, to process claims for payment where each of the following terms are met:
 - i. the claim is first received by **Delta Dental** within one year of the termination date of this **Contract**;
 - ii. the date of service reported on the claim was within one year of the date the claim was first received by **Delta Dental**;
 - iii. the date of service reported on the claim form was no later than the termination date of this **Contract**.

Delta Dental shall process each such claim in accordance with the provisions of the **Delta Dental PPO – Fixed Copay Program** under this **Contract**, the benefits and all limitations and exclusions, and unless the parties have agreed to the run-out payment fee (as described in Section 9 of this Article) in the event of expiration of the **Contract** Term, the **Employer** shall reimburse **Delta Dental** the amount of each paid claim together with a per processed claim fee or, in the event of payment default, the 25% of the processed claim cost described in Paragraph 9 of this Section.

- 12. In the event of termination of this **Contract** in accordance with the provisions of this Article V, no **Covered Person** shall on or after the date on which the termination takes effect be entitled to any further **Benefit** payments hereunder for services received or completed following the termination date and the **Employer** shall indemnify and hold **Delta Dental** harmless with respect to any claims by or with respect to **Covered Persons** for further **Benefit** payments hereunder without regard to the date on which the dental claims were incurred.
- 13. If the **Employer** makes any misrepresentation at the inception of this **Contract**, **Delta Dental** may declare this **Contract** null and void in addition to exercising all legal rights and remedies.

ARTICLE VI - EXAMINATION, INFORMATION AND RECORDS

As a condition precedent to making a benefit payment hereunder, **Delta Dental** shall be entitled to the extent permitted by law to receive from **Dentists**, physicians, hospitals or other sources, such information and records relating to examination of or treatment rendered to a **Covered Person** as may be required to allow Delta Dental to process the claim. **Delta Dental** is also authorized to refer a **Covered Person** to an independent third party licensed dentist to confirm or otherwise render an opinion as to a service or procedure for which a claim has been submitted.

ARTICLE VII - EXCULPATION

The **Dental Services** that **Delta Dental** benefits are expected to be provided in accordance with the accepted dental practices in the community at the time, but **Delta Dental** shall not be liable for injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any dental office or its employee

or on the part of any **Dentist** or others engaged by him/her in the course of rendering **Dental Services** to any **Covered Person**. In no instance shall any **Dentist** rendering services be deemed an agent or employee of **Delta Dental**.

ARTICLE VIII - GENERAL PROVISIONS AND NOTICES

- 1. Delta Dental shall make available to the Employer for delivery to each Employee covered hereunder an appropriate booklet or similar document summarizing the essential features of the coverage including the time, place and method for making Claims for Benefits and the Employer shall deliver this booklet or document to each of its Employees. The Employer and Delta Dental agree to consult to a reasonable and practical degree concerning all material published or distributed relating to this Contract so as to prevent any material from being published or distributed which is contrary to the terms of this Contract.
- 2. This Contract, all endorsements or riders hereto, the application of the Employer (a copy of which is attached to this Contract), and the individual applications or enrollment forms of the Employees shall constitute the entire contract between the parties. All statements contained in any such application for coverage shall be deemed representations and not warranties.
- 3. Whenever, in describing or referring to any person or party, any word importing the masculine gender is used, the same shall be understood to include and to apply to females as well as to males.
- 4. No change in this **Contract** or waiver by **Delta Dental** of any of its provisions shall be valid unless approved in writing by a duly authorized officer of **Delta Dental**.
- 5. No action shall be maintainable against **Delta Dental** for any **Claims** by or on behalf of the **Employer**, any **Covered Person**, or any **Dentist** unless brought within 12 months from the date of event on which the **Claim** is based.
- 6. Any notice given under this **Contract** shall be sufficient if given or made available to the **Employer**, when addressed to it at its office stated herein; if given to **Delta Dental**, when addressed to it at 1639 10 East, Parsippany, NJ 07054 and faxed to 973-285-4139; or if given to a **Covered Person**, when sent or made available to the **Employer** for delivery by the **Employer** to said **Covered Person**. The **Employer** shall notify **Delta Dental** of any change of address.
- 7. If **Delta Dental** payment is obtained by or for any person who is not entitled thereto, **Delta Dental** shall have the right to recover such payment from the payee or other person benefiting therefrom.
- 8. Indemnity in the form of cash will not be paid by **Delta Dental** to any **Employee** except in payment for services for which **Delta Dental** was liable under the **Contract** at the time such services were completed. If the **Employee** entitled to such payment is no longer

- living or is a minor, such payment may be made to such person as may, in **Delta Dental's** sole discretion, be deemed entitled thereto, and the liability of **Delta Dental** shall be thereby discharged to the extent of such payment.
- **9.** Except as expressly otherwise provided by law, the **Benefits** and payments hereunder are personal and not assignable.
- 10. Claims for Dental Services rendered by New Jersey licensed Dentists or other persons acting pursuant to the applicable scope of practice authorized by law shall be made on the Attending Dentist's Statement forms as supplied by Delta Dental. Said forms may be obtained upon request to Delta Dental at P.O. Box 16354, Little Rock, AR 72231.
- 11. Employer hereby agrees to permit Delta Dental, through its auditors or other authorized representatives, on reasonable advance notice, to inspect the records of the Employer in order to verify the accuracy of lists of Employees. as prepared by the Employer and submitted to Delta Dental.
- **12. Delta Dental** shall not be obligated to make payment for **Treatment Plans** submitted more than one year after the date of completion of the service.
- 13. This **Contract** is deemed to be issued and delivered in the State of New Jersey and is to be construed according to the laws of that State.
- 14. **Delta Dental** agrees to keep confidential and not release to any party any confidential information, including medical information with respect to any **Covered Person**, except as may be necessary or appropriate in connection with a provision of service by, processing of a **Claim** by, or other performance under this **Contract** by **Delta Dental**.
- 15. Employer shall notify each Covered Person of his or her rights under ERISA by including on the notification of **Benefits** form the language provided by the **Employer** and attached hereto or as amended by the **Employer** in writing from time to time.