

**Delta Dental of Virginia**  
**Group Dental Care Contract**

This contract ("Contract") is entered into as of the 9th day of January , 2018. The Contract is between Delta Dental of Virginia ("Delta Dental") and Arlington County School Board, operating as Arlington Public Schools ("Group").

For good and valuable consideration, receipt of which is hereby acknowledged, Delta Dental and Group agree as follows:

**Term:**

- a. The Contract's initial term begins on January 1, 2017 ("Group's Effective Date") and ends on December 31, 2018. Except as otherwise provided herein, this Contract will automatically renew for additional one-year terms.

**2. Group's Responsibilities:**

- a. Group will pay Delta Dental as provided for in the "Payments and Funding Schedule," which is attached to and made a part of this Contract.
- b. Group will enroll only those individuals identified that meet the Group's eligibility. Group will enroll all Subscribers and their Dependents who are eligible for coverage under the dental plan within 31 days of Group's Effective Date or the date they first become eligible under the dental plan. They will be enrolled in accordance with the written instructions that Delta Dental provides Group. Group will conduct only one Open Enrollment Period per calendar year. Coverage due to a Subscriber's termination ends the last day of the month following termination
- c. In most cases, Dental Services received during a period of absence due to a labor dispute, lay-off, or extended leave of absence are not Covered Benefits. However, special rules apply to employers subject to the Family and Medical Leave Act of 1993 ("FMLA"). Delta Dental will follow any federal and state legislation applicable to FMLA and any subsequent modifications, to the extent required by law. Subscribers who are on FMLA will not be considered a newly hired employee and their Dependents will not be considered Dependents of a newly hired employee for the purpose of determining Benefit Maximums and Benefit Waiting Periods.

Subscribers who are not on FMLA and their Dependents will be considered newly enrolled by Group in every respect. This means that the Subscriber and their Dependents must satisfy all eligibility requirements, Benefit Waiting Periods, and Benefit Maximums then in effect. Except as provided in this paragraph, Dental Services received during a period of absence due to a labor dispute, lay-off, or extended leave of absence are not Covered Benefits.

- d. Delta Dental will cover any Subscriber who is on active duty as required under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). Subscribers performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, the Subscriber may be

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required to pay for this coverage. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed.

If Subscriber does not continue coverage during military leave through Group, Delta Dental will reinstate coverage if eligible under Contract. To enroll under Delta Dental individual can no longer be on active duty with the armed services. Delta Dental must be notified that the returning Subscriber (and dependents, if applicable) is eligible to re-enroll under the Contract. Any benefit waiting period will need to be satisfied that was not satisfied prior to going on active duty. A Subscriber returning from active duty must enroll when first eligible or they will have to wait until the next Open Enrollment Period.

- e. Delta Dental does not cover Dependent children who are on active duty with the armed forces.
- f. Group will not enroll as a Dependent any individual who is also enrolled or eligible to enroll as a Subscriber. Group will not enroll any individual as more than one Subscriber's Dependent.
- g. Group will promptly deliver to Subscribers all notices and other information that Delta Dental provides to Group for delivery.
- h. Upon reasonable advance written notice, Group will permit Delta Dental's auditors or other representatives to review Group's eligibility, enrollment and related records, at a place and time that is agreeable to both parties. The purpose of the review is to verify that only eligible individuals are enrolled. If Delta Dental determines that one or more ineligible individuals have been enrolled or have been enrolled and are no longer eligible, Delta Dental may, at its sole option:
  - (1) Terminate the ineligible enrollee's coverage as of first day of his or her coverage period; or
  - (2) Terminate coverage for all eligible and ineligible enrollees as of the first day of their coverage periods if Group has engaged in fraud or material misrepresentation with respect to Group's eligibility or enrollment.

In either case, Delta Dental will provide prior notice to Group. Delta Dental will also refund premiums paid minus (a) claims costs that Delta Dental has paid or is obligated to pay and (b) Delta Dental's administrative fee for the services that Delta Dental has provided for the period during which the ineligible individual or individuals were enrolled.

Neither unintentional clerical errors nor brief delays in transmitting data to Delta Dental will be cause for canceling coverage otherwise validly in force.

At Group's request and Delta Dental's sole option, Delta Dental may retroactively terminate an Enrollee's coverage if his or her premiums were paid in error. This will occur only if:

- (1) The Enrollee has not incurred any claims during his or her coverage period, and



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(2) The effective date of termination is not more than three (3) months prior to the most recent month for which Delta Dental has billed the Group; except in the case of a plan providing DeltaCare benefits. Retroactive changes are permitted for a period of 30-days prior to the most recent month the capitation fees are payable.

- i. Group will instruct Subscribers to notify their Dentists that they are enrolled. Enrollees should provide their Dentists with copies of their identification cards.
- j. Group will not distribute to Subscribers written material about eligibility or Covered Benefits until after Delta Dental has reviewed and approved the material. Group will not knowingly distribute material to Subscribers or prospective Subscribers if it misrepresents or misstates the Contract's terms and conditions.
- k. Group will not knowingly interfere with dentist-patient relationships.
- l. Group will not offer or endorse another dental program for its enrollees or prospective enrollees during the term of this Contract. There is one exception. Group may offer or endorse another dental program if, prior to the offer or endorsement, it has received notice, or given notice, that this Contract will terminate in accordance with its terms.
- m. No lawsuit, action, mediation request or other request for relief may be brought until the claimant has first exhausted all administrative remedies under the Contract. Under no circumstances may any such action be brought more than one year after the cause of action first arose. Any period during which a dispute is in mediation will toll this one year limit.

**3. Delta Dental's Responsibilities:**

- a. Delta Dental will administer Covered Benefits, make the payments, and perform other services in accordance with the Contract's terms and conditions.
- b. Delta Dental will either provide subscribers information on how to access their EOC via the web, or by requesting a paper copy; or provide EOCs to all Subscribers who are enrolled for coverage as of the effective date of coverage under this Contract and all Subscribers who are subsequently enrolled for coverage under the Contract. In the event the EOC is to be distributed in an electronic format, the Group will confirm in writing that employees can readily access the EOC.
- c. Delta Dental may, at its sole option, conduct periodic reviews of the office records of Dentists who have participating agreements with Delta Dental. The purpose of the review is to verify that the dental office submits claims in accordance with Delta Dental's instructions and rules adopted by Delta Dental.
- d. Delta Dental reviews Predetermination Plans for specified Dental Services. The Member Handbook describes "Predetermination of Benefits".

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- e. Delta Dental will coordinate Covered Benefits with benefits available under other group programs. The EOC describes coordination of benefits in the section entitled "Coordination of Benefits (COB) with Other Plans".

**4. General Provisions:**

- a. Disclaimer of Liability. Nothing in this Contract will require Delta Dental to furnish or arrange for a Dentist to provide services to any Enrollee. Under no circumstances will Delta Dental be responsible for the negligence or intentional misconduct of any Enrollee's Dentist or dental assistant. Neither the Dentist nor a dental assistant providing Dental Services is Delta Dental's officer, employee, agent, or representative. Delta Dental makes no representation or warranty about any Dentist's or dental assistant's health, fitness, or suitability to provide services to any Enrollee.
- b. Notices. To be valid under the Contract, a notice must conform to the following rules: Notice to Delta Dental, Group or a Subscriber must be in writing. It must be hand-delivered, sent by first class or certified mail or sent electronically (if agreed upon by the applicable parties). Any postage incurred must be prepaid. If the notice is sent by certified mail, the sender must request a return receipt. Notice must be sent to the intended recipient's most recent address recorded in the sender's records.
- c. Definitions. In most cases, Contract terms that begin with capital letters are defined terms. Most definitions are in the EOC section entitled "Definitions". Other definitions are in the parts of the Contract where they are first used.
- d. Section Headings. The Contract's section headings are for reference purposes only. They are not to be given any legal effect. Section headings do not affect the meaning of any Contract term or condition.
- e. Assignment or Transferability. The following rules apply:
- (1) Neither party may assign, subcontract, delegate or transfer its duties or obligations under the Contract unless the other party expressly consents in writing. Any attempted assignment, subcontract, delegation or transfer not in accordance with the Contract's terms will be void. There are two exceptions: Delta Dental may assign its duties or obligations to any entity that controls, is controlled by, or is under common control with Delta Dental now or in the future. Delta Dental may also assign its duties and obligations to any entity that succeeds to Delta Dental's business by merger, assumption of assets or other reorganization.
  - (2) The Covered Benefits available under the Contract are for the Enrollees' personal benefit. Covered Benefits may not be assigned or transferred. Any attempted assignment or transfer will automatically terminate the Enrollee's right to receive future benefits. The right to receive payment for Covered Benefits may not be assigned to any Dentist or other person unless the assignment is made in accordance with Virginia law.



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- f. Amendment or Modification. No agent or representative has authority to amend the Contract. No agent or representative has authority to waive any of the Contract's terms or conditions. No change in a term or condition is valid unless a Delta Dental officer approves it. Any change must be evidenced by a properly executed Contract amendment. Except as otherwise provided herein, Delta Dental may revise the terms and conditions in this Contract by giving Group at least 30 days prior written notice of the change(s). If there is a change in premiums for any renewal period of this Contract, Delta Dental will provide Group or its delegated representative with written notification thereof at least thirty-one (31) days before the new premiums go into effect. If the change in premium for any period is greater than thirty-five percent (35%), Delta Dental will provide Group with written notification thereof at least sixty (60) days before the new premiums go into effect. In addition, Delta Dental may change the Contract's terms, conditions, and premiums on the effective date specified in Delta Dental's notice, provided premium changes meet the above notification requirements, if:
- (1) Federal, state or local law, statute, regulation, or ordinance changes Delta Dental's duties or obligations under the Contract; or
  - (2) Taxes or fees due to the federal, state or local government or governmental body change. This provision applies only if the taxes or fees are calculated on the basis of amounts paid or payable under the Contract.

Payment of premium constitutes acceptance of any new terms, conditions and/or premiums.

- h. Claims and Eligibility Information. Each Enrollee authorizes Delta Dental to obtain all records that Delta Dental determines are necessary to determine whether services are Covered Benefits. This is a pre-condition to the Enrollee's enrollment. Delta Dental will maintain the confidentiality of all confidential information in a manner consistent with its obligations under the Contract and applicable law.
- i. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Except as provided in the next sentence, Group shall have full responsibility for administering and meeting the requirements of COBRA, as amended, and Delta Dental shall have no responsibility for providing notices or other information to employees or other individuals concerning their rights to continuation coverage under COBRA, determining eligibility for coverage under COBRA, or otherwise for the proper administration of COBRA. Group agrees to provide COBRA coverage (upon proper enrollment and payment of premiums) only to such eligible individuals, and for such time periods, as the law requires Group to provide COBRA continuation coverage to those individuals. For additional information about COBRA, Group's plan administrator may wish to contact the Regional or District Office of the U. S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov.ebsa](http://www.dol.gov.ebsa) or in the telephone book.

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- j. Continuation of Coverage or Conversion Options. Group may have options for continuing or converting its Enrollees' dental coverage after coverage would otherwise end. A brief explanation of each option follows:

(1) Federal COBRA continuation coverage is available to most employer groups with 20 or more employees. Group may be insured or self-insured. This coverage may be available from 18 to 36 months after the Enrollee's group coverage would otherwise end. If Group is subject to COBRA continuation requirements, COBRA is the only option available for continuation of the Enrollee's coverage.

(2) If Group is an insured group, and is not eligible for federal COBRA continuation coverage; Group has two options available to continue its Enrollee's dental coverage. Group must select one of these options in writing. If Group fails to make a selection in writing, Group will be deemed to have selected the Option 1. These options are only available if the Enrollee (i) is no longer eligible for coverage under Group's contract, (ii) is not eligible for a Medicare or Medicaid plan that offers dental coverage, or (iii) is not eligible for replacement group dental coverage without waiting period or pre-existing condition limitations.

(i) Option 1: If Group selects the continuation option; the Enrollee may elect to continue coverage under the Contract for a period up to 12 months immediately following the date of the termination of the Enrollee's eligibility. To be eligible for this option, the Enrollee must have been continuously enrolled under the Contract for the full three-month period immediately preceding termination of eligibility and must apply within 60 days from the last day of coverage. The Enrollee must make monthly Premium payments to the Group during the continuation period. Group must remit the premiums to Delta Dental on the schedule provided for in this Contract. Premium for continuing coverage shall be at the current rate that applies to Group's coverage.

(ii) Option 2: If Group selects the conversion option; the Enrollee may elect to convert to an individual policy. The coverage and premiums will be different than Group's coverage and premiums. Delta Dental will provide a description of benefits and premiums for individual coverage upon request. This conversion coverage will be made available without further evidence of insurability. The Enrollee must submit an application for approval and pay the first premium to Delta Dental within 60 days after his or her Group coverage ends. The Enrollee must pay full annual premiums for conversion coverage. The effective date of the Enrollee's coverage under the conversion policy shall be the date of his or her termination of coverage under Group's Contract.

Group must provide each Enrollee covered under the contract whose coverage is ending written notice of these options available and the timeframes for obtaining continuation or conversion coverage. Group will assist Enrollees to enroll in the appropriate program.



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- k. Governing Law. The laws of the Commonwealth of Virginia govern this Contract in all respects, except in circumstances in which federal law pre-empts state law (e.g. ERISA pre-emption).
- l. Limitation on Actions. Each party must provide at least 30 days prior notice to the other party before bringing any action against the other party, its officers, employees, agents, or representatives. This notice must specify the cause(s) of action. No action or suit may be brought more than one year after the date on which the cause of action first arose. Damages available for any action or suit under the Contract are limited to the claimant's actual damages. In no event are punitive damages, indirect damages, or damages for emotional distress or mental anguish available under the Contract. A claimant's contractual damages will not exceed the amount of any claim(s) not properly paid at the time the action is filed. The limitation of damages in this paragraph is not intended, and shall not be construed, to affect recovery of any non-contractual damages to which a person or entity might otherwise be entitled by law.
- m. Waiver. Either party's waiver of a breach of this Contract will not be construed to be a waiver of any subsequent breach. Failure to exercise any right under the Contract is not a waiver of such right or any other right. All rights and remedies provided for in the Contract are cumulative.
- n. Invalid or Unenforceable Provisions. If any Contract provision is held to be illegal, invalid, or unenforceable, that provision is fully severable. If the severed provision is not material to the Contract's overall purpose and operation, the Contract will be construed and enforced as if the illegal, invalid or unenforceable provision had never been part of the Contract. In this case, the remaining provisions will remain in full force and effect. If the severed provision is material to the Contract's overall purpose and operation, the Contract will automatically terminate upon the severance of that provision.
- o. Employment Discrimination By DDVA Prohibited. During the performance of this Contract, DDVA agrees as follows:
- DDVA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of DDVA. DDVA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - DDVA, in all solicitations or advertisements for employees placed by or on behalf of DDVA, will state that DDVA is an Equal Opportunity Employer.

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- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - DDVA will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
  - DDVA will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 entered into by DDVA after the date of the execution of this Contract that directly support DDVA's obligations to Group under this Contract, so that the provisions of the foregoing paragraphs within Section 4(o) will be binding upon each subcontractor or vendor.
- p. Drug-Free Workplace. During the performance of this Contract, DDVA agrees to (i) provide a drug-free workplace for DDVA's employees' (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in DDVA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of DDVA that DDVA maintains a drug-free workplace; and, (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 entered into by DDVA after the date of the execution of this Contract that directly support DDVA's obligations to Group under this Contract, so that the provisions of this Section 4 (p) will be binding upon each subcontractor or vendor.
- q. Employment of Unauthorized Aliens Prohibited. In accordance with §2.2-4311.1 of the Code of Virginia, as amended, DDVA acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ and unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.
- r. No Waiver of Sovereign Immunity. Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by Group pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the Group. The Parties intend for this provision to be read as broadly as possible.
- s. Non-Appropriation. All funds for payments by the Group to DDVA pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by Arlington Public Schools . In the event of non-appropriation of funds by Arlington Public Schools for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the Group will terminate the Contract, without termination charge or other liability to the



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Group, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by DDVA on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Group shall not be obligated under this Contract beyond the date of termination specified in the Group's written notice.

- t. Adjustments for Change in Scope. The Group may order changes in the services provided for under this Contract within the general scope of such services consisting of additions, deletions or other revisions. No claim may be made by DDVA that the scope of the work or that DDVA's services have been changed requiring adjustments to the amount of compensation due DDVA unless such adjustments have been made by a written amendment to the Contract signed by the Group and DDVA. If DDVA believes that any particular change is not within the scope of the services agreed to under this Contract or is a material change or otherwise will require more compensation to DDVA, DDVA must immediately notify the Project Officer after the change or event occurs and within then (10) calendar days thereafter must provide written notice to the Project Officer. DDVA's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. DDVA will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted and a written Contract amendment has been signed by the Group and DDVA and a Group purchase order is issued covering the cost of the services to be provided pursuant to the amendment.
- u. Ethics in Public Contracting. This Contract incorporates by reference Article 9 of the Arlington Public Schools Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). DDVA certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscriptions, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- v. Authority to Transact Business. DDVA shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Term and any subsequent renewal terms of this Contract. A contract entered into by DDVA in violation of this requirement is voidable, without any cost of expense, at the sole option of Group.
- w. Entire Agreement. This Contract consists of Group's application, the Payments and Funding Schedule and the following documents:
- Evidence of Coverage –Delta Dental PPO plus Premier



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- \* Performance Guarantee
- \* Network Savings Guarantee

In the event of a conflict between this Contract, including its "Payments and Funding Schedule," and Group's plan document, the terms and conditions of this Contract will control.

Each of these documents is attached to and made a part of the Contract. The Contract contains all of the terms and conditions to which the parties have agreed with respect to its subject matter. This Contract supersedes all prior oral or written agreements, promises, negotiations, and representations relating to the Contract's subject matter.

**5. Termination:**

- a. Either party may terminate the Contract without cause at the end of any Contract term by giving the other party at least 30 days prior notice of termination. The rules for valid notice are in the "Notices" paragraph in the preceding Section 4.
- b. This Contract may be cancelled or modified as of Group's Effective Date if the Contract has been fraudulently obtained or Group has made a material misrepresentation with respect to the coverage. For the purposes of this subparagraph, a material misrepresentation includes a variance of more than 10% between the number of potential enrollees identified in Group's application and the number of people initially enrolled. A material misrepresentation also includes employee locations that are materially different than those Group identified in its application. In either case, Delta Dental may, within 30 days of date fraud discovered and at its sole discretion:
  - (1) Cancel Group's coverage as of Group's Effective Date; or
  - (2) Notify Group of new terms, conditions, and premiums that are consistent with Group's actual enrollment and/or locations.

Group may accept any changes that Delta Dental offers by providing Delta Dental notice of Group's acceptance. Delta Dental must receive Group's acceptance within 30 days after the date of Delta Dental's notice. Payment of the premium constitutes acceptance of any new terms, conditions and/or premiums. If Group fails to notify Delta Dental as provided herein, the Contract will terminate as of the last day of the 30-day period.

- c. Either party may terminate this Contract upon the other party's material breach of its terms and conditions. The non-breaching party must provide the breaching party with notice of the breach. This notice must specify the nature of the breach. The breaching party will be afforded 30 days within which to cure the breach. If the breach is not cured within 30 days, the Contract will terminate without further action as of the end of the 30-day period. If the breach is for non-payment of premiums, Delta Dental's notice will include the specific date of termination. Group must give its Subscribers written notice of termination for non-payment within 15 days after receipt of Delta Dental's notice of termination.



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- d. Except as otherwise provided in this Contract, an Enrollee's coverage will end immediately:

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- (1) On the date the Contract terminates.
  - (2) When the Enrollee ceases to be eligible for coverage. Delta Dental's eligibility rules are in the EOC sections entitled "Eligibility and Enrollment" and "When Coverage Ends".
  - (3) For an Enrollee enrolled as a Subscriber's Dependent, when the Subscriber's coverage ends.
  - (4) On the premium due date if premiums are not paid by that date. Except as provided herein, Group does not make a premium payment in full when due, a thirty-one (31) day Grace Period ("Grace Period"), during which coverage shall remain in effect, shall be granted to Group without an interest change. Enrollees will not receive Covered Benefits during the Grace Period unless all past due premiums are paid within the Grace Period. There is no Grace Period if the first month's premium is past due.
- e. Except as otherwise provided in this Contract, a Enrollee's coverage will end upon thirty (30) days prior written notice if the Enrollee:
- (1) Is enrolled or receives Dental Services as a result of Subscriber's or Enrollee's fraud or material misrepresentation.
  - (2) Is guilty of serious misconduct or engages in abusive behavior toward his or her Dentist, the Dentist's office personnel, or Delta Dental's administrative personnel.

IN WITNESS WHEREOF, Group, acting by its authorized representative, has executed a group application and this Contract for Delta Dental coverage. Delta Dental, acting by its authorized representative, has accepted the application and executed this Contract as of the date first written above.

**Delta Dental of Virginia**

**Arlington Public Schools**

DocuSigned by:  
Signed: Peter V. Davies, II  
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Signed: David Webb

By: Peter V. Davies, II

By: DAVID WEBB

Its: SVP & COO

Its: PURCHASING DIRECTOR

Date: 1/11/2018

Date: JANUARY 19, 2018