Contract for Dental Services
between
Hawaii Dental Service
and
Northern Aviation Services, Inc.
for Northern Aviation Services, Inc.
and Aeko Kula, LLC dba Aloha Air Cargo

January 1, 2021 – December 31, 2021

Table of Contents

DELTA DENTAL

HDS
Hawaii Dental Service

Contract for Dental Services

This Contract for Dental Services ("Contract") is between Hawaii Dental Service ("HDS") and the following organization ("Group") for the following Contract Term:

Group Name:	Northern Aviation Services, Inc. for Northern Aviation Services, Inc. and Aeko Kula, LLC dba Aloha Air Cargo
HDS Group Number:	2835
Contract Term:	January 1, 2021 – December 31, 2021
Broker of Record:	Gallagher Benefit Services, Inc.

The parties agree to the terms set forth in this Contract and the Contract Documents.

To evidence the parties' agreement to this Contract, each party has executed and delivered it on the date indicated under the party's signature. The parties agree that this Contract may be electronically signed. The parties agree that the electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If Group does not sign this Contract, Group is nevertheless deemed to have accepted this Contract upon HDS's receipt of the first payment in accordance with this Contract.

HAWAII DENTAL SERVICE

By: _____
Signature

Mark Yamakawa
Name

President and Chief Executive Officer
Title

December 17, 2020
Date

By: _____
Signature

Cheryl Takitani-Smith
Name

Chief Financial Officer and Treasurer
Title

December 17, 2020
Date

NORTHERN AVIATION SERVICES, INC.
FOR NORTHERN AVIATION SERVICES, INC.
AND AEKO KULA, LLC DBA ALOHA AIR CARGO

By: Coleen Kaneshiro
Signature

Coleen Kaneshiro
Name

Director of Employee Services
Title

Jan 23, 2021
Date

By: _____
Signature

_____
Name

_____
Title

_____
Date

Attachment A: Standard Provisions

I. Definitions

The terms defined in the preamble have their assigned meanings and each of the following terms has the meaning assigned to it.

A. **Administrative Expenses**: all amounts payable by Group to HDS for administration costs.

B. **Allowed Amount**: the maximum dollar amount payable by HDS for a service, the dollar amount to which the HDS Copayment Percentage is multiplied when calculating the HDS Share for a service.

C. **Alternate Benefit**: the least expensive treatment, as determined by HDS, when a medical condition has multiple treatments that could be used to treat the condition.

D. **Approved Amount**: the maximum dollar amount payable by a Member for a service, the total dollar amount a dentist will receive for a service provided to a Member under the HDS Plan.

E. **Association Member**: a member of an Association that is enrolled in the Association's HDS Plan.

F. **Association**: an organization that sponsors an HDS Plan for its members, not its employees, such as a professional organization for its registered members or a collective bargaining unit for its union members.

G. **Civil Union Partner**: a person who is party to a civil union, as defined in Haw. Rev. Stat. Chapter 572B (2016), with the Subscriber.

H. **Clinically Necessary**: a service that is

1. for the purpose of treating a medical condition;

2. known to be effective in improving health outcomes for the condition;

3. the most appropriate delivery or level of service for the condition considering potential benefits and harms to the patient; and

4. cost-effective for the condition being treated compared to alternative health interventions including no intervention.

For purposes of the HDS Dental Plan, the diagnostic and preventive services are deemed Clinically Necessary.

I. **Contract**: this Contract for Dental Services between HDS and Group, including its attachments, as may be amended from time to time as described herein. The Contract wholly incorporates by reference the Contract Documents.

J. **Contract Documents**: the HDS Procedure Code Guidelines, as amended from time to time.

K. **Contract Term**: the time during which the Contract is in effect.

L. **Coordination of Benefits**: the process of determining the order in which each plan will pay when a Member is covered by more than one plan.

M. **Coverage Limitations**: the conditions and limitations on Covered Benefits.

N. **Covered Benefit**: a service that is payable by the HDS Plan.

O. **Deductible**: the dollar amount Members must pay during the specified time before any HDS Share is payable for specified services.

P. **Delta Dental Participating Dentist**: a dentist, other than an HDS Participating Dentist, who is a member of the Delta Dental network of dentists.

Q. **Dependent Child**: a person who is

1. a biological child, a stepchild, a foster child, an adopted child, or a child placed under legal guardianship of the Subscriber, Spouse, Reciprocal Beneficiary, Civil Union Partner, or Domestic Partner who is age 0 through 25; or

2. a biological child, a stepchild, a foster child, an adopted child, or a child placed under legal guardianship of the Subscriber, Spouse, Reciprocal Beneficiary, Civil Union Partner, or Domestic Partner who is age 0 or older who is mentally or physically incapable of self-sustaining employment.

R. **Diagnostic and Preventive Waiver**: a benefit offered by HDS where the HDS Share for Diagnostic and Preventive services is not counted toward the Member's Plan Maximum for the specified time. This is only a benefit if it is included on the schedule of covered benefits.

S. **Domestic Partner**: a person who cohabitates with the Subscriber and who is in a committed relationship with the Subscriber. Domestic Partners and Subscribers must not be married to each other nor anyone else. Domestic Partners and Subscribers must not be in a civil union nor reciprocal beneficiary relationship with each other or anyone else. Domestic Partners and Subscribers may be of the same sex or opposite sex.

T. **Early Termination**: a termination of the Contract before the natural expiration of the Contract Term.

U. **Eligible Employee**: a person who is eligible to enroll in the HDS Plan as a Subscriber.

V. **Eligible Person**: a person who is eligible to enroll in the HDS Plan.

W. **Exclusion**: a service that is not a Covered Benefit under the HDS Plan.

X. **Explanation of Benefits**: a statement that reports the dental claims processed by HDS including the HDS Share and the Patient Share for dental services received by the Member.

Y. **Group**: the party entering into the Contract with HDS as stated in the preamble.

Z. **HDS Copayment Percentage**: the percentage to which the Allowed Amount is multiplied when calculating the HDS Share.

AA. **HDS Participating Dentist**: a dentist who is a member of the HDS network of dentists.

BB. **HDS Plan**: the dental benefits plan established for Group by the Contract.

CC. **HDS Procedure Code Guidelines**: the policies HDS uses to process claims for dental

services, as amended from time to time in HDS's sole discretion.

DD. **HDS Share**: the dollar amount payable by HDS for a Covered Benefit under the Contract.

EE. **Maximum Out of Pocket**: a benefit offered by HDS, the maximum amount a Member can pay for Covered Benefits before the HDS Plan begins to pay for Covered Benefits at an HDS Copayment Percentage of 100%. This amount does not include out of pocket payments made for non-covered services, Exclusions, the difference between the Submitted Amount and the Allowed Amount for Alternate Benefits, and the difference between the Submitted Amount and the Allowed Amount for services received from Non-Participating Dentists. This is only a benefit if included on the schedule of covered benefits.

FF. **Maximum Plan Allowance**: the maximum eligible amount for payment to an HDS Participating Dentist or Delta Dental Participating Dentist, as applicable,for a Covered Benefit or the maximum eligible amount for payment from HDS to a Non-Participating Dentist for a Covered Benefit. The Maximum Plan Allowance is determined by HDS for each Covered Benefit.

GG. **Member**: a person who is enrolled in the HDS Plan.

HH. **Non-Participating Dentist**: a dentist who is neither an HDS Participating Dentist nor a Delta Dental Participating Dentist, and who is practicing within the scope of a valid, current, and unrestricted license to practice as a dentist in the jurisdiction in which services are rendered.

II. **Non-Renewal**: an expiration of the Contract Term in which HDS does not offer a renewal or in which Group is offered a renewal but Group does not renew its Contract with HDS.

JJ. **Open Enrollment Period**: a time period when all Eligible Persons can enroll or make changes to their enrollment in the HDS Plan.

KK. **Patient Share**: the amount a Member must pay for a dental service.

LL. **Plan Maximum**: the maximum amount payable for the specified time by the HDS Plan for Covered Benefits for a Member.

MM. **Premiums**: all amounts that are payable by Group to HDS.

NN. **Professional Standard of Care**: the generally accepted dental practices and standards applicable to dentists practicing in the same specialty as the dentist providing services under similar circumstances at the time of the treatment or service.

OO. **Reciprocal Beneficiary**: a person who is party to a valid reciprocal beneficiary relationship, as defined in Haw. Rev. Stat. Chapter 572C (1997), with the Subscriber.

PP. **Responsible Party**: a person who oversees the dental coverage for a Member who is a Dependent Child, or a Spouse, Civil Union Partner, Reciprocal Beneficiary, Domestic Partner.

QQ. **Special Enrollment Period**: a 30-day period starting from the date of the qualifying event when Eligible Persons can enroll or make changes to their enrollment due to said qualifying event.

RR. **Spouse**: a lawful wife or husband of the Subscriber or an ex-wife or ex-husband of the Subscriber who has a court-ordered right to dental benefits from Subscriber.

SS. **Submitted Amount**: the dollar amount submitted on a claim by a dentist to HDS as the fee for a particular service.

TT. **Subscriber**: if Group is an employer establishing an employee group plan,

1. an enrolled employee or former employee of Group; or

2. one who is entitled to coverage under a collective bargaining trust, employment contract, or retirement benefit program of Group.

If Group is an Association acting on behalf of its members rather than its employees, then a Subscriber is an enrolled Association Member.

UU. **Waiting Period**: the amount of time that a Member must be continuously enrolled with HDS in this Group before becoming eligible for coverage for particular Covered Benefits.

II. Group's Payments

A. Group shall pay to HDS any amounts owing as described in the Group-Specific Provisions of the Contract.

B. Timely Group Payments

1. Group shall pay to HDS any amounts owing by the due date stated on the invoice from HDS. To be timely, payment of all amounts owing must be received by HDS by the due date. There is no grace period for late payments for any amounts payable by Group under the Contract.

2. Any payment that is dishonored due to insufficient funds is a failure to make payment.

III. Eligibility, Member Enrollment, and Member Termination

A. Eligibility

1. HDS's Eligibility Requirements

A person may qualify for enrollment in the HDS Plan if he/she is one of the following:

a. a Subscriber;

b. a Spouse;

c. a Civil Union Partner;

d. a Reciprocal Beneficiary;

e. a Domestic Partner; or

f. a Dependent Child.

2. Group shall verify that all Members are Eligible Persons who meet the HDS's requirements.

3. Group may apply its own eligibility requirements if those requirements

a. fall within the bounds of HDS's eligibility requirements; and

b. are consistent with applicable law.

4. HDS may verify Group's eligibility determinations to confirm compliance with HDS's eligibility requirements and the Contract. Any lack of examination or objection by HDS to Group's determinations is not a waiver by HDS of its eligibility requirements or its right to require compliance with those requirements.

5. For an Eligible Person to be a Member,

   a. HDS must enroll the Eligible Person; and

   b. Group must pay all amounts owing for the time in question.

6. An Eligible Person must be a Member to be covered by the HDS Plan.

B. Member Enrollment

1. Group shall submit timely enrollment information for Members to HDS through the HDS website, by providing an electronic eligibility file to HDS, or by submitting HDS enrollment or change forms, as applicable and authorized, to HDS. Group shall make reasonable efforts to provide such information within the same month in which the change occurs.

2. Effective Dates

   a. Each Member's effective date must be on the first of the month.

3. Eligible Employees may enroll in the HDS Plan

   a. when they first are eligible to enroll;

   b. during an Open Enrollment Period; or

   c. during a Special Enrollment Period.

4. If the Eligible Employee is enrolled, then their Spouses, Reciprocal Beneficiaries, Civil Union Partners, Domestic Partners, and Dependent Children who are eligible to enroll in the HDS Plan may enroll

   a. at the same time as the Subscriber upon initial enrollment;

   b. during an Open Enrollment Period; or

   c. during a Special Enrollment Period.

5. If the HDS Plan is for Dependent Children only, then Dependent Children may enroll in the HDS Plan

   a. when the Subscriber or Responsible Party is first eligible to enroll Dependent Children;

   b. during an Open Enrollment Period; or

   c. during a Special Enrollment Period.

6. Qualifying Events and Special Enrollment Periods

   a. Group may enroll in the HDS Plan a person who becomes eligible due to a qualifying event. Group shall submit enrollment for such people during

a Special Enrollment Period.

b. Qualifying Events

1) To add a Spouse, the qualifying event is the Subscriber's marriage.

2) To add a Reciprocal Beneficiary, the qualifying event is the Subscriber's acquisition of a Reciprocal Beneficiary.

3) To add a Civil Union Partner, the qualifying event is the Subscriber's acquisition of a Civil Union Partner.

4) To add a Domestic Partner, the qualifying event is the Subscriber's acquisition of a Domestic Partner.

5) To add a newborn Dependent Child, the qualifying event is the birth of the child.

6) To add a stepchild or adopted Dependent Child, the qualifying event is when the Subscriber, Spouse, Reciprocal Beneficiary, Civil Union Partner, Domestic Partner, or Responsible Party legally becomes a parent.

7) To add a child placed under legal guardianship, the qualifying event is when the Subscriber, Spouse, Reciprocal Beneficiary, Civil Union Partner, Domestic Partner, or Responsible Party becomes a legal guardian.

8) To add a foster child, the qualifying event is when the Subscriber, Spouse, Reciprocal Beneficiary, Civil Union Partner, Domestic Partner, or Responsible Party legally becomes a foster parent.

9) To add a Subscriber, Spouse, Reciprocal Beneficiary, Civil Union Partner, Domestic Partner, or Dependent Child who becomes ineligible to receive dental benefits under any other dental plan in which such Eligible Person was enrolled, the qualifying event is the when such person becomes ineligible under the other dental plan.

C. Member Termination

1. Group shall submit timely termination information for Members to HDS through the HDS website, by providing an electronic eligibility file to HDS, or by submitting HDS termination forms, as applicable and authorized, to HDS. Group shall make reasonable efforts to provide such information within the same month in which the change occurs.

2. HDS may consider Group's request for retroactive termination of a Member made within two months after the requested termination date provided that Covered Benefits have not been provided to the Member during the time for which retroactive termination is being requested. No retroactive termination request from Group will be considered for any Member who received Covered Benefits during any time of requested retroactive termination.

3. The HDS Plan will not pay for dental services provided to a Member after the date on which such Member ceases to be covered under the HDS Plan.

4. Termination Dates

a. Each Member's termination date must be on the last day of the month.

b. If a Member is an enrolled Spouse, Reciprocal Beneficiary, Civil Union Partner, Domestic Partner, or Dependent Child, then the Member's coverage under the HDS Plan will terminate on

1) the same day that the Subscriber's coverage terminates; or

2) the last day of the month in which the Spouse, Reciprocal Beneficiary, Civil Union Partner, Domestic Partner, or Dependent Child no longer meets the definition of Spouse, Reciprocal Beneficiary, Civil Union Partner, Domestic Partner; or Dependent Child respectively, whichever occurs first.

c. If a Member is a Dependent Child enrolled in an HDS Plan for Dependent Children, then the Member's coverage under the HDS Plan will terminate on the last day of the month in which

1) the Responsible Party is no longer eligible to enroll Dependent Children; or

2) the Dependent Child no longer meets the definition of Dependent Child.

d. If a Member voluntarily terminates enrollment in the HDS Plan, then the Member's coverage under the HDS Plan will terminate on the last day of the month of termination.

e. If there is an Early Termination or Non-Renewal, then all Members' coverage under the HDS Plan will terminate on the Contract's termination date.

f. If coverage for any Member or Group is terminated due to fraud or intentional misrepresentation, then the affected Members' coverage under the HDS Plan will terminate on the date specified by HDS in its written notice of termination.

IV. Claims

A. Benefits

1. Covered Benefits: For a service to be a Covered Benefit, the service

a. must be a service included as a benefit on the Contract's schedule of covered benefits;

b. must be a covered procedure code in the HDS Procedure Code Guidelines in effect at the time of service;

c. must meet the criteria stated in the HDS Procedure Code Guidelines in effect at the time of service;

d. must not exceed the Coverage Limitations of the Contract; and

e. must not be an Exclusion of the Contract.

Services that do not meet these criteria are not Covered Benefits and are not payable by the HDS Plan.

2. HDS may interpret the terms of the Contract to determine whether and to what extent a benefit is payable under the HDS Plan.

3. HDS shall prepare an Explanation of Benefits for Members enumerating the dental services utilized by the Member and the applicable payment amount for such services.

4. Exclusions

   The following are Exclusions and are not payable by the HDS Plan:

   a. Services that are not included as a benefit on the Contract's schedule of covered benefits;

   b. Services that are not covered procedure codes in the HDS Procedure Code Guidelines;

   c. Services to correct or alleviate congenital malformations including, but not limited to, cleft palate, maxillary and mandibular malformations, enamel hypoplasia, fluorosis, and anodontia;

   d. Services to correct occlusion and services other than those for the replacement of structure loss from caries that are necessary to alter, restore, or maintain occlusion including, but not limited to, increasing vertical dimension, equilibration, periodontal splinting, orthodontic splinting, other splinting, restoration of tooth structure lost from attrition, abrasion, abfraction or temporomandibular joint ("TMJ"), restoration for tooth malalignment, gnathological recording, and treatment of disturbances of the temporomandibular joint;

   e. Charges for hospitalization including an emergency room visit;

   f. Services to correct or cure injuries or conditions covered under workers' compensation or other employer liability laws;

   g. Cosmetic services including, but not limited to, teeth whitening, cosmetic surgery, enamel hypoplasia, fluorosis, and anodontia;

   h. Ambulance services and any other means of transport;

   i. Services payable by a governmental entity, the Member's medical plan, or by another party; and

   j. All taxes imposed on services received by a Member.

5. Coverage Limitations

   a. A service must be Clinically Necessary, rendered within the Professional Standard of Care, and a Covered Benefit to be payable by the HDS Plan. Diagnostic and preventive services rendered within the Professional Standard of Care are included as Clinically Necessary. A service that is a Covered Benefit but is not Clinically Necessary or does not meet the Professional Standard of Care is not payable by the HDS Plan.

   b. If the HDS Plan has a Plan Maximum, then the total HDS Share payable

by HDS for a Member will not exceed the Plan Maximum. However, if the HDS Plan has a Diagnostic and Preventive Waiver, then the HDS Share for diagnostic and preventive services does not apply to the Plan Maximum. Costs for services that exceed the Plan Maximum are not payable by the HDS Plan.

c. If the HDS Plan has a Maximum Out of Pocket, then the HDS Plan will pay for Covered Benefits at an HDS Copayment Percentage of 100% when the Patient Share exceeds the Maximum Out of Pocket. For purposes of calculating the Maximum Out of Pocket, the Patient Share does not include payments made for non-covered services, the difference between the Submitted Amount and the Allowed Amount for Alternate Benefits, and the difference between the Submitted Amount and the Allowed Amount for services received from Non-Participating Dentists.

d. If a benefit category has a maximum, then the total HDS Share payable by HDS for services within the benefit category for a Member will not exceed the maximum. Costs for services in the benefit category that exceed the maximum are not payable by the HDS Plan.

e. If the HDS Plan has a Deductible on a service, then the service is not payable by the HDS Plan until the Deductible is met.

f. If the HDS Plan has a Waiting Period on a service, then the service is not payable by the HDS Plan until the Member is enrolled continuously for the Waiting Period.

g. A service that has an age limitation that is performed on a Member who does not meet the age limitation is not payable by the HDS Plan.

h. A service that exceeds frequency limitations is not payable by the HDS Plan regardless of the previous services being paid by another plan.

i. A service that does not meet the criteria stated in the HDS Procedure Code Guidelines is not payable by the HDS Plan.

j. A service performed by two or more dentists under a single treatment plan is payable by the HDS Plan to only one dentist.

k. A Member must notify the dentist of their coverage under the HDS Plan. The failure of the Member to notify the dentist of their coverage under the HDS Plan relieves HDS of its obligation to pay for the service and obligates the Member to pay for the service.

l. All claims for services must be submitted to HDS within 12 months of the service date in a format acceptable to HDS with all required documents. Claim forms are available on the HDS website. If a service is performed by an HDS Participating Dentist or Delta Dental Participating Dentist, then the failure of the dentist to submit the claim to HDS in a format acceptable to HDS with all required documents within 12 months of the service date relieves both HDS and the Member of their obligation to pay for the service. If a service is performed by a Non-Participating Dentist, then the failure of the dentist or the Member to submit the claim to HDS in a format acceptable to HDS with all required documents within 12 months of the date of service relieves HDS of its obligation to pay for the service.

m. Coordination of Benefits

1) Members shall inform their dentists of all dental plans in which they are enrolled at the time of service.

2) HDS applies the National Association of Insurance Commissioners rules, as amended from time to time, to determine the order in which each dental plan pays when a Member is covered by more than one dental plan.

3) If a Member is enrolled in multiple dental plans, the total of the HDS Share and other dental plan payments will not exceed the Allowed Amount for a Covered Benefit under the HDS Plan.

4) When the HDS Plan is primary, the Member's benefits under the HDS Plan are determined and payable before those of the other dental plans.

5) When the HDS Plan is secondary to other dental plans, then Member's benefits under the HDS Plan are determined and payable after the other dental plans pay. The HDS Share under the HDS Plan may be reduced or eliminated because of payment made by the primary dental plans.

B. HDS Share and Patient Share for Services

1. The HDS Share is the lesser of

a. the Allowed Amount for the service less payments from other plans; and

b. the Allowed Amount for the service minus the remaining Deductible, if any, multiplied by the applicable HDS Copayment Percentage for the service.

2. The Patient Share is the Approved Amount less the HDS Share less payment from other plans. The Member shall pay the dentist the Patient Share.

3. Services Performed by HDS Participating Dentists

a. If an HDS Participating Dentist performs a service on a Member and files a timely claim in the proper format with HDS for the service, HDS shall calculate and pay the HDS Share for the service directly to the HDS Participating Dentist.

b. Covered Benefits

For a Covered Benefit performed by an HDS Participating Dentist on a Member,

1) the Approved Amount is the lesser of

a) the HDS Participating Dentist's Maximum Plan Allowance for the service; and

b) the Submitted Amount for the service; and

2) the Allowed Amount is the lesser of

a) the HDS Participating Dentist's Maximum Plan Allowance for the service; and

b) the Submitted Amount for the service.

c. Alternate Benefits

For a service performed by an HDS Participating Dentist on a Member that is not itself a Covered Benefit but an Alternate Benefit was available to treat the same medical condition,

1) the Approved Amount is the Submitted Amount for the service; and

2) the Allowed Amount is the lesser of

a) the HDS Participating Dentist's Maximum Plan Allowance for the Alternate Benefit; and

b) the Submitted Amount for the service.

d. Non-Covered Services

For a non-covered service performed by an HDS Participating Dentist on a Member,

1) the Approved Amount is the Submitted Amount for the service; and

2) the Allowed Amount is $0.

4. Services Performed by Delta Dental Participating Dentists

a. If a Delta Dental Participating Dentist performs a service on a Member and files a timely claim in the proper format with HDS for the service, HDS shall calculate and pay the HDS Share for the service directly to the Delta Dental Participating Dentist.

b. Covered Benefits

For a Covered Benefit performed by a Delta Dental Participating Dentist on a Member,

1) the Approved Amount is the lesser of

a) the Delta Dental Participating Dentist's Maximum Plan Allowance for the service; and

b) the Submitted Amount for the service; and

2) the Allowed Amount is the lesser of

a) the Delta Dental Participating Dentist's Maximum Plan Allowance for the service; and

b) the Submitted Amount for the service.

c. Alternate Benefits

For a service performed by a Delta Dental Participating Dentist on a Member that is not itself a Covered Benefit but an Alternate Benefit was available to treat the same medical condition,

1) the Approved Amount is the Submitted Amount for the service; and

2) the Allowed Amount is the lesser of

a) the Delta Dental Participating Dentist's Maximum Plan Allowance for the Alternate Benefit; and

b) the Submitted Amount for the service.

d. Non-Covered Services

For a non-covered service performed by a Delta Dental Participating Dentist on a Member,

1) the Approved Amount is the Submitted Amount for the service; and

2) the Allowed Amount is $0.

5. Services Performed by Non-Participating Dentists

a. If a Non-Participating Dentist performs a service on a Member and files a timely claim in the proper format with HDS for the service, HDS shall calculate and pay the HDS Share for the service to the Member, if the Member is age 18 or older, or to the Subscriber or Responsible Party, if the Member is younger than age 18.

b. Covered Benefits

For a Covered Benefit performed by a Non-Participating Dentist on a Member,

1) the Approved Amount is the Submitted Amount for the service.

2) the Allowed Amount is the lesser of

a) the Non-Participating Dentist's Maximum Plan Allowance for the service; and

b) the Submitted Amount for the service; and

c. Alternate Benefits

For a service performed by a Non-Participating Dentist on a Member that is not itself a Covered Benefit but an Alternate Benefit was available to treat the same medical condition,

1) the Approved Amount is the Submitted Amount for the service.

2) the Allowed Amount is the lesser of

a) the Non-Participating Dentist's Maximum Plan Allowance for the Alternate Benefit; and

b) the Submitted Amount for the service.

d. Non-Covered Services

For a non-covered service performed by a Non-Participating Dentist on a Member,

1) the Approved Amount is the Submitted Amount for the service.

2) the Allowed Amount is $0.

6. If a payment is made in error by HDS, HDS may recover all amounts erroneously paid to a Member, Responsible Party, Group, dentists, or other person by invoice or by use of offset against any amounts otherwise owed by HDS.

C. Preauthorization

A dentist may submit to HDS a request for preauthorization of services. If the preauthorization is approved, HDS will provide to the dentist an estimate of the HDS Share and the Patient Share. An HDS preauthorization reserves the HDS Share against the Member's Plan Maximum for up to one year from the date of the preauthorization. Actual amounts payable as HDS Share are subject to the HDS Plan, Coverage Limitations, fee schedules, and eligibility status on the date that the service is actually performed.

D. Appeals Process

1. If HDS denies payment of a service in whole or in part, a Member may request a copy of the specific rule, guideline, or protocol relied upon by HDS in making the adverse benefit determination which will be provided free of charge upon request by Member to HDS. Any denial of payment by HDS will identify the claim involved and the reason for non-payment.

2. Internal Appeals

a. If a Member is not satisfied with any HDS adverse benefit determination, HDS payment, HDS decision, or other HDS action or omission related to the HDS Plan, Member may appeal by submitting a written request to the HDS employee designated as the HDS Appeals Manager. HDS must receive the appeal within one year from the date of the action, omission, or decision being contested. If the appeal concerns a benefit coverage or payment dispute, HDS must receive the appeal within one year from the date of the notice in which HDS first informed the Member or Subscriber of the denial or limitation on a claim for benefits. Requests that do not comply with the requirements of the appeals process will not be recognized or treated as an appeal by HDS.

b. To be recognized as an appeal, the appeal request must include

1) the name and telephone number of the person filing the appeal;

2) identification of the request as an "Appeal";

3) the date of HDS's contested decision, action, or omission;

4) the Member's name and Subscriber's name;

5) the Member's Subscriber number;

6) the Member’s mailing address and phone number;

7) the dentist's name and date of service if the appeal concerns a benefit coverage or payment dispute;

8) the HDS claim number;

9) a description of the facts related to the appeal and information to show why HDS was in error in its action, omission or decision;

10) the reason for the appeal; and

11) any documents that help explain or support the appeal.

c. If HDS has all the information needed to process the appeal, HDS will respond within 30 days to timely requests for appeal.

d. If HDS requires additional information to process the appeal, HDS will promptly request that information. The Member must provide HDS any additional information reasonably requested by HDS within 45 days.

e. If HDS requires additional time to determine the appeal for reasons outside its control, HDS will inform the Member of that need within the original 30-day period and HDS will then have an additional 15 days to process the appeal.

f. If medical exigencies exist that would cause serious jeopardy to the Member’s life, health, or ability to gain maximum functioning, or would cause severe pain that cannot be adequately managed without the proposed treatment, then the Member or Member's dentist may request that an internal appeal regarding an adverse benefit determination for urgent care be conducted as an expedited appeal. Such urgent requests may be made orally or in writing to the HDS employee designated as the HDS Appeals Manager. If HDS approves a request for expedited appeal, HDS will decide the appeal as soon as possible, but not later than within 72 hours of receipt of an appeal request.

g. HDS will provide a written final determination regarding a timely filed appeal request that complies with these procedures. If that decision denies the appeal request or any part of it, HDS will provide an explanation including the specific reason for denial.

3. External Appeals

a. The Member must exhaust the internal appeal procedure before pursuing any legal claim against HDS. A Member, Subscriber, Responsible Party, or other legally authorized representative may not file a claim, remedy, or action against HDS unless a timely appeal has been filed in compliance with the internal appeal procedures. However, to the extent permitted by law in relation to appeals of adverse determinations for Members whose Group plan is governed by ERISA, Member is not required to exhaust this internal appeal procedure if HDS has violated legal requirements for the internal appeal unless such violation is de minimus, or does not prejudice or harm Member, or was caused by circumstances beyond HDS's control.

b. If the dispute is still not resolved following HDS's notice of final internal determination, then for Members whose Group plan is not governed by

ERISA, a Member can proceed with a lawsuit in a court with appropriate jurisdiction.

V. Amendments to the Contract

A. All amendments to the Contract must be made by a written document signed by both parties. No handwritten changes or alterations on the face of the Contract are binding on either party.

B. HDS may modify the Contract if Group's actual enrollment in the HDS Plan varies from what was assumed at the time that the Premium rates were determined and that difference would change the Premium rates by more than 10%.

C. During the Contract Term, Group shall notify HDS in writing as soon as administratively practicable, but no later than 15 days after Group becomes aware of any of the following events:

1. Group's dental benefits offered to Eligible Persons change;

2. Group's payments toward consultant or broker commissions change;

3. Group's eligibility policy for the HDS Plan changes;

4. Group's contribution amount for the HDS Plan changes; or

5. Group offers a different number of dental plans whether through HDS or other insurers.

D. HDS may amend the Contract as reasonable to address compliance with any changes regarding any law, regulation, industry standard, American Dental Association procedure code, Delta Dental Plans Association regulation, or HDS Procedure Code Guidelines.

E. HDS may amend the taxes, fees, or assessments due under the Contract if any governmental authority imposes a tax, fee, or assessment that is measured directly by payments made by Group or Members under the Contract.

F. HDS may, in its sole discretion, modify the HDS Procedure Code Guidelines. Such changes shall become effective upon approval by HDS.

G. HDS shall provide written notice of amendment to Group. Group shall provide prompt notice of such amendment to all Members if it considers it necessary to do so.

VI. Renewal, Non-Renewal, and Natural Expiration of the Contract

A. If HDS will offer Group a renewal of the Contract, HDS shall notify Group of the proposed terms for renewal of the Contract in writing at least 60 days prior to the end of the Contract Term.

B. If HDS will not offer Group a renewal of the Contract, HDS shall notify Group of Non-Renewal in writing at least 60 days prior to the end of the Contract Term.

C. If Group will not renew the Contract, Group shall notify HDS of Non-Renewal in writing at least 30 days prior to the end of the Contract Term.

D. If the Contract will not be renewed, Group shall promptly notify Members of Non-Renewal.

E. Except as provided below, the Contract will automatically expire at the end of the

Contract Term.

F. If HDS offers Group a renewal of the Contract, the parties agree to engage in good faith negotiations regarding the terms of renewal. The parties acknowledge that such good faith negotiations may continue up to and beyond the end of the Contract Term. If Group and HDS have not finalized the renewal terms prior to the end of the Contract Term, HDS may temporarily renew the Contract with the same terms as the existing Contract.

1. If HDS temporarily renewed the Contract and if Group and HDS finalize the renewal terms, HDS will renew the Contract according to the agreed upon renewal terms. The renewal terms will apply on the effective date, regardless of when the agreement is made. As necessary, HDS will reprocess claims and invoices and Group shall pay HDS according to the revised invoices.

2. If HDS temporarily renewed the Contract and if Group and HDS decide not to renew the Contract, Group shall pay to HDS the

   a. HDS Share paid by HDS during the 12 months after the termination date for Covered Benefits provided to Group's Members during the time the Contract was temporarily renewed; plus

   b. Administrative Expenses payable for the time the Contract was temporarily renewed; plus

   c. taxes, fees, and assessments.

VII. Breach of Contract

A. Non-Payment

1. If Group fails to pay any amounts owing under the Contract by the due date,

   a. HDS will notify Group and

   b. HDS may charge Group

      1) interest of 1% per month on any unpaid balance owing commencing upon the due date for the unpaid amount; and

      2) all attorney fees, costs, and expenses in attempting to collect any amounts owed.

2. If Group fails to pay any amounts owing under the Contract 10 days after notification, HDS may terminate the Contract by notifying Group in writing with the termination date.

3. If Group fails to timely pay any amounts owing under the Contract on more than one occasion during the Contract Term, HDS may terminate the Contract even if Group has paid the late fees and all other amounts owing within the 10-day period following notice of default by notifying Group in writing with the termination date.

B. Breach Other Than Non-Payment, Fraud, or Misrepresentation

1. Besides Group's non-payment of amounts owing, fraud, and misrepresentation, if either party breaches any other terms of the Contract, the non-breaching party shall notify the breaching party of the breach in writing and provide 10 days to cure.

2. If the breach is not cured within the 10-day period, the non-breaching party may terminate the Contract by notifying the breaching party in writing with the termination date.

C. Fraud and Misrepresentation

1. If Group, any Member, or any other person seeking coverage on behalf of a Member commits an act, practice, or omission that constitutes fraud or intentional misrepresentation of material fact on the enrollment form for Group or any Member, or in other information provided to HDS regarding the HDS Plan, or the Contract, or in any claim for benefits, then HDS reserves all of its rights and remedies provided by applicable law, including but not limited to the right to immediately terminate the coverage of such person or Group and obtain reimbursement in full from such person or Group for all claims paid by HDS and for all other damages, interest, attorneys' fees and costs incurred by HDS. This includes, but is not limited to, fraudulent requests to enroll in the HDS Plan any person who is not an Eligible Person under the Contract, intentional continuation of the enrollment of any person who is no longer an Eligible Person, or fraudulent use of any HDS membership identification number.

2. HDS reserves all rights and remedies to the full extent provided by applicable law.

3. HDS will provide written notice of termination due to fraud or intentional misrepresentation to Group or directly to the Subscriber or Member as appropriate.

D. No delay or omission of HDS to exercise any right under the Contract or any power accruing upon any default impairs any such right or power of HDS nor will be construed to be a waiver of any such default or acquiescence. HDS may exercise every power and remedy given to HDS under the Contract or by applicable law from time to time and as often as may be deemed expedient by HDS in its discretion.

E. Nothing in this section limits any other actions, remedies, or damages available to the parties under applicable law for any breach of the Contract by the other including, but not limited to, any amounts owing to either upon any termination of the Contract. In the event of breach or default of the Contract, the non-breaching party may pursue all remedies provided by applicable law. The prevailing party shall be entitled to reasonable attorney's fees, and costs.

VIII. General Provisions

A. Entire Contract

This Contract and the Contract Documents, which are wholly incorporated by reference in this Section VIII.A., constitute the entire agreement of the parties and supersedes any prior negotiations between the parties. The parties agree that no oral statement or representation of any person shall modify or otherwise affect the terms and conditions of the Contract and the HDS Plan.

B. Representations

Group agrees that it has not entered into the Contract based upon any representations that are not on the face of the Contract.

C. Implementation

HDS may adopt such other policies, procedures, rules and interpretations as is

reasonable to promote efficient and orderly implementation of the Contract and the HDS Plan.

D. Publication of the Contract

No material shall be published or distributed by Group or its agents and representatives interpreting, relating to, or concerning the Contract or the HDS Plan unless such material has been approved by HDS in writing and signed by HDS in advance of such publication or distribution, or unless HDS has requested such information to be distributed to Members or Eligible Persons, provided, however, that Group may provide a copy of the Contract to any Eligible Person.

E. Communication with Eligible Persons and Members

1. HDS shall provide Group for its Eligible Persons a summary of the benefits and terms of the HDS Plan in a form determined by HDS. Group shall communicate to Eligible Persons the benefits and terms of the HDS Plan and all related communications and promptly provide a copy of terms of the Contract to Eligible Persons upon their request.

2. Group shall act as agent for its Eligible Persons and Members in regards to communications with HDS regarding the HDS Plan. By enrolling in the HDS Plan, Members appoint Group as their agent for purposes of communications with HDS about the HDS Plan. Any communication to Group by HDS for which HDS requests distribution to Eligible Persons or Members is deemed notice to the Eligible Persons or Members.

3. Eligible Persons seeking enrollment in the HDS Plan shall submit enrollment forms and any other information as may be reasonably required by HDS. Group shall promptly deliver to HDS such information in the manner requested.

4. To the extent required by applicable law, HDS will provide information about the HDS Plan without cost to Eligible Persons who have disabilities or limited English proficiency and need translation to other languages or formats.

F. Notices

Except as otherwise provided in the Contract, the parties shall send all notices in writing. The date of delivery for notice given personally is the day it was personally delivered. The date of delivery for notice deposited in the United States mail first class prepaid is the business day after the postmark date. The date of delivery for notice given electronically is the day it was sent.

G. No Change in Dentist-Patient Relationship

1. Nothing in the Contract is intended to change the basic relationship between dentists and their patients who are Members.

2. Each Member may select any dentist.

3. HDS is not the employer of the dentists rendering dental services to Members. HDS does not guarantee the performance of any dentist and is not liable for any negligence, wrongdoing, act, or omissions by any dentist. HDS is not responsible for remedying any alleged dental work deficiency or other dispute with any dentist.

H. HDS Audits and Reviews

1. HDS may conduct fee verification reviews, audits, peer reviews, and related investigations to determine whether claims have been accurately submitted, whether Members have received services that are Clinically Necessary and in compliance with Professional Standards of Care, and whether services were rendered in compliance with the Contract and other contractual agreements with dentists. By enrolling in the HDS Plan, Members consent to HDS's review and audit for these health care operation purposes of their protected health information in the custody of Group, Member, any dentist, or any other person responsible for Member's health care. HDS may also conduct peer review activities involving review of Members' protected health information, and request that Members undergo voluntary dental examinations, to ensure that the dental work performed by any dentist was rendered as billed, was Clinically Necessary, and was rendered consistent with Professional Standards of Care. HDS may take any appropriate actions to resolve issues identified from any fee verification review, audit, or peer review. Nothing in this section obligates HDS to undertake any particular audit, review, or resolution.

2. HDS may at any time request from Group and its Members documentation that demonstrates that Group and its Members have complied with the terms of the Contract. Upon receipt of reasonable advance written notice from HDS, Group and Members shall allow HDS, its auditors, or other authorized representatives to inspect records of Group and Members pertaining to eligibility, enrollment, claims, and compliance with terms of the HDS Plan and the Contract. If Group or any Member refuses to provide such information or documentation, HDS may terminate the Contract or terminate the Member.

I. Severability

If any provision of the Contract is illegal or unenforceable, that provision is severed from the Contract and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

J. Survival of Certain Terms

Upon termination of the Contract, the terms of the Contract shall survive as necessary for the limited purposes of

1. dispute resolution,

2. claims processing,

3. confidentiality,

4. audit and review, and

5. adjudicating any rights arising under the Contract.

K. HDS Disclaimer of Liability

HDS is not liable for any wrongful conduct of any third party including, but not limited to, tortious conduct, negligence, breach of contract, wrongful acts, wrongful omissions, or any other act of any person including, but not limited to, dentists, dental office employees, dental assistants, dental hygienists, hospitals, or hospital employees providing services.

L. Indemnity

Group shall defend, indemnify, and hold harmless HDS, its officers, agents, and employees from any and all claims, demands, liabilities, damages, losses, suits, costs,

and judgments arising out of or related to Group's acts, omissions, breach, or alleged breach of the Contract.

M. Assignment

Neither party may assign its rights or delegate its obligations under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

N. Group's Authorized Representative

Group shall inform HDS in writing of Group's representatives who are authorized to communicate with HDS and act on behalf of Group for purposes of the Contract. Group shall immediately notify HDS in writing of any termination or change of such authorized representatives for Group. HDS shall not be liable for any actions taken by HDS based on authorization or representations by a person that Group has named as one of its authorized representatives during any time prior to HDS's receipt of notice that such person is no longer Group's authorized representative.

O. Governing Law

The laws of the State of Hawai'i, without regard to its conflict of laws principles, govern all matters arising under or relating to the Contract including torts except to the extent preempted and governed by federal law.

P. Compliance with All Laws

HDS and Group shall comply with all state and federal laws and regulations in performance of the Contract.

Q. Medical Child Support Orders

1. Group shall comply with any Medical Child Support Order (MCSO) it receives and is responsible for any communication required by the MCSO, the establishment of written procedures to determine if an MCSO is a Qualified Medical Child Support Order (QMCSO), and the administration of benefits under such QMCSOs.

2. Group shall promptly notify HDS of the receipt of a MCSO relating to the HDS Plan, Group's determination as to whether such MCSO is a QMCSO, the name and address of alternate recipients as defined in any such MCSO determined to be eligible to receive HDS payments for Covered Benefits under the HDS Plan, and the name and address of any custodial parent or legal guardian designated to receive HDS payments for Covered Benefits on behalf of such alternate recipient.

3. HDS's sole responsibility will be to mail benefit checks to the alternate recipient or the designated custodial parent or guardian when required under the terms of the HDS Plan and the QMCSO and to answer routine inquiries from alternate recipients or designated guardians.

R. COBRA and ERISA

1. Group is solely responsible for complying with all requirements established under the Employee Retirement Income Security Act (ERISA), 29 U.S.C. § 1001, et seq. (1974) (as may be amended) and the Consolidated Omnibus Budget Reconciliation Act (COBRA), 29 U.S.C. §§ 1161-1168 (1994)(as may be amended).

2. HDS does not act as the Plan Administrator on behalf of Group or Members.

3. Group is responsible for providing all HDS Plan documents, disclosures and reports to Group's Eligible Persons, Members and COBRA Members.

S. Health Insurance Portability and Accountability Act (HIPAA)

1. HDS and Group shall comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), as may be amended from time to time, with respect to protected health information, as defined in HIPAA, in their possession regarding any Eligible Person.

2. In accordance with HIPAA, HDS may use or disclose protected health information about Eligible Persons and persons proposed for enrollment in the HDS Plan for the purposes of payment activities and health care operations such as determining eligibility, claims processing, quality assurance, conducting reviews and audits, dentist credentialing, administering the HDS Plan, assuring compliance with applicable contracts, and complying with government requirements. By enrolling in the HDS Plan, Members consent to HDS accessing, using, and disclosing their protected health information for purposes permitted by HIPAA.

3. HDS will provide a current copy of HDS's Notice of Privacy Practices to Subscribers. HDS will also provide notice of any material revisions within 60 days of such revisions. A current copy of the HDS Notice is posted on HDS's website and is available in hard copy upon request to the HDS Privacy Officer.

4. As provided by HIPAA, Group shall:

a. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Group's dental plan;

b. ensure that the adequate separation of protected health information from non-protected health information as required by HIPAA is supported by reasonable and appropriate security measures;

c. ensure that any agent, including a subcontractor, to whom Group provides this information agrees to implement reasonable and appropriate security measures to protect the information; and

d. report to HDS any security incident of which Group becomes aware.

T. Equal Employment Opportunity

1. Group and HDS shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

U. Bankruptcy

If Group files or is filed against in bankruptcy court, HDS may immediately terminate the

Contract to the extent permitted by law.

V. Force Majeure

1. No party is liable or deemed in default under the Contract or the HDS Plan for failure to fulfill any obligation under the Contract due to flood, riot, fire, judicial or government action, labor disputes, acts of nature, or other reasons beyond its control, to the extent it hinders, prevents, or delays the party's performance of any duties under the Contract.

2. As soon as reasonably practicable following the force majeure event, the party prevented from carrying out its obligations shall provide notice to the other party of the force majeure event.

W. Stand Alone Dental Plan

The HDS Plan is designed as a standalone (separate) dental plan in conformity with excepted benefits requirements under federal law. Group shall provide the HDS Plan to its Members only as a separate policy for Group and not as an integral part of Group's health plan. If Group seeks at any time to offer the HDS Plan to Members other than as a separate policy, then Group (1) shall provide advance written notice to HDS with specific reference to this section of the Contract and with written assurances of legal compliance with excepted benefits requirements and obtain HDS written approval before taking such action; and (2) assure that the HDS Plan will at all times continue to meet the excepted benefits criteria in 45 CFR 146.145(b)(3), by providing that Members shall have the right to elect not to receive HDS Plan benefits, or by providing for administration of claims for HDS Plan benefits under a separate contract from claims administration for any other benefits.

Attachment B: Group-Specific Provisions

Effective Date: 01/01/2021

Group Number: 2835

I. Definitions

The terms defined in the preamble and standard provisions have their assigned meanings and each of the following terms has the meaning assigned to it.

A. Incurred But Not Reported Claims ("IBNR Claims"): HDS's estimate of the amount of HDS Share payable for claims that have not yet been received or processed by HDS for Covered Benefits for Group's Members received during the Contract Term

II. Group's Payments (Mid-Size Group or Fully Insured, Monthly Rates)

A. Monthly Amounts Payable by Group to HDS

Group shall pay to HDS each month the product of

1. the number of Subscribers enrolled in each rate category on the first of the month; and

2. the rate for the corresponding category.

B. Reconciliation

1. Expiration of the Contract Term

   At the expiration of the Contract Term, Group shall pay to HDS no additional amounts beyond the monthly amounts calculated for the entirety of the Contract Term.

2. Non-Renewal of the Contract

   In the event of a Non-Renewal of the Contract, Group shall pay to HDS no additional amounts beyond the monthly amounts calculated for the entirety of the Contract Term.

3. Early Termination of the Contract

   In the event of an Early Termination of the Contract, three months after the Early Termination, HDS may conduct reconciliation. If HDS conducts reconciliation, Group shall pay to HDS the absolute value of amount calculated as follows if less than $0:

   a. Payments made by Group to HDS for the portion of the Contract Term before the termination date; plus

b. payments made by Group's COBRA Members to HDS for the Contract Term before the termination date; less

c. HDS Share paid by HDS for Covered Benefits provided under the Contract to Group's Members during the Contract Term before the termination; less

d. IBNR Claims; less

e. Administrative Expenses payable for the portion of the Contract Term before the termination date; less

f. taxes, fees, and assessments.

Attachment C: Schedule of Rates and Group-Specific Covered Benefits

Group Number: 2835 Effective Date: 01/01/2021

	BASE PLAN A	BUY-UP PLAN B
Plan Code	A	B
Plan Maximum	$1000 per calendar year	$1500 per calendar year
Diagnostic & Preventive Waiver	Yes	Yes
Subscriber Covered	Yes	Yes
Spouse Covered	Yes	Yes
Civil Union Partner Covered	Yes	Yes
Reciprocal Beneficiary Adult Covered	Yes	Yes
Domestic Partner Covered	Yes	Yes
Dependent Child Covered	Yes	Yes
Reciprocal Beneficiary Child Covered	Yes	Yes
Child Through Age	25	25
Student Through Age	25	25
Dependent Eligibility Ends	At the end of month of date of birth	At the end of month of date of birth
Out-of-State Pricing	MultiState	MultiState
Claims History	Benefit limitations are based on all claims incurred and covered by HDS for the Member	Benefit limitations are based on all claims incurred and covered by HDS for the Member
Apply Waiting Period By	Subscriber	Subscriber
Combine All Eligibility for Waiting Period	No	No
Total Days of Gaps for Waiting Period	None	None
Total Number of Gaps for Waiting Period	None	None
DIAGNOSTIC		
Examinations	100% 2 per calendar year	100% 2 per calendar year
Bitewing X-rays	100% 2 per calendar year through age 14 1 per calendar year age 15 and over	100% 2 per calendar year through age 14 1 per calendar year age 15 and over
Other X-rays	70% Full mouth x-rays 1 per 5 years	70% Full mouth x-rays 1 per 5 years
Assessment of Salivary Flow	70%	70%
PREVENTIVE		
Cleanings	100% 2 per calendar year	100% 2 per calendar year
Fluoride	100% 2 per calendar year Allowed through age 19	100% 2 per calendar year Allowed through age 19
Silver Diamine Fluoride	100%	100%

Space Maintainers	100% Allowed through age 17	100% Allowed through age 17
Sealants	100% Allowed through age 18	100% Allowed through age 18
TOTAL HEALTH PLUS - Covered at 100% unless noted		
Diabetes		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
History of Cancer Other than Oral (Chemotherapy or Radiation)		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
Fluoride	4 per calendar year through age 19 2 per calendar year age 20 and over	4 per calendar year through age 19 2 per calendar year age 20 and over
History of Oral Cancer (Chemotherapy or Radiation)		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
Fluoride	6 per calendar year through age 19 4 per calendar year age 20 and over	6 per calendar year through age 19 4 per calendar year age 20 and over
Sjogren's Syndrome		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
Fluoride	6 per calendar year through age 19 4 per calendar year age 20 and over	6 per calendar year through age 19 4 per calendar year age 20 and over
Stroke		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
Heart Attack, Congestive Heart Failure		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
Kidney Failure		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
Organ Transplant		
Cleanings or Gum maintenance	4 per calendar year	4 per calendar year
Pregnancy		
Cleanings or Gum maintenance	3 per calendar year	3 per calendar year
Medical Risk for Cavities		
Fluoride	5 per calendar year through age 19 3 per calendar year age 20 and over	5 per calendar year through age 19 3 per calendar year age 20 and over
BASIC CARE		
Routine Restoratives (e.g., Fillings)	70% White fillings covered only for front teeth White fillings on back teeth covered as an Alternate Benefit	70% White fillings covered only for front teeth White fillings on back teeth covered as an Alternate Benefit
Endodontics (e.g., Root Canals)	70%	70%
Periodontics (e.g., Gum/Bone Surgeries)	70%	70%
Periodontal Maintenance (e.g., Gum/Bone Maintenance)	70%	70%
Oral Surgery	70%	70%

MAJOR CARE		
Crowns and Inlays & Onlays (e.g., Gold Restorations)	50% Crowns 1 per 7 years per tooth White crowns covered only for front teeth White crowns on back teeth covered as an Alternate Benefit Inlays & onlays 1 per 7 years per tooth Inlays & onlays covered as an Alternate Benefit 12-month waiting period	70% Crowns 1 per 7 years per tooth White crowns covered only for front teeth White crowns on back teeth covered as an Alternate Benefit Inlays & onlays 1 per 7 years per tooth Inlays & onlays covered as an Alternate Benefit 12-month waiting period
Prosthodontics (e.g., Bridges & Dentures)	50% Removable prosthodontics 1 per 7 years per tooth Fixed prosthodontics 1 per 7 years per tooth White fixed prosthodontics covered only for front teeth White fixed prosthodontics on back teeth covered as an Alternate Benefit Implant crown covered as an Alternate Benefit of a fixed or removable partial denture 12-month waiting period	70% Removable prosthodontics 1 per 7 years per tooth Fixed prosthodontics 1 per 7 years per tooth White fixed prosthodontics covered only for front teeth White fixed prosthodontics on back teeth covered as an Alternate Benefit Implant crown covered as an Alternate Benefit of a fixed or removable partial denture 12-month waiting period
Surgical Placement of Implants	50% 1 per 7 years per tooth 12-month waiting period	70% 1 per 7 years per tooth 12-month waiting period
OTHER SERVICES		
Emergency Treatment of Dental Pain (Palliative Treatment)	70%	70%
Athletic Mouth Guards	70% 1 per 24 months Allowed through age 18	70% 1 per 24 months Allowed through age 18
Other Adjunctive General Services	70%	70%
ORTHODONTICS		
Subscriber Covered		Yes
Spouse Covered		Yes
Civil Union Partner Covered		Yes
Reciprocal Beneficiary Adult Covered		Yes
Domestic Partner Covered		Yes
Dependent Child Covered		Yes
Reciprocal Beneficiary Child Covered		Yes
Child Through Age		25
Student Through Age		25
HDS Copayment Percentage		50%
Lifetime Maximum		$1500
Deductible Amount		None
Waiting Period		None
Payment Basis for Comprehensive Orthodontic Treatment		Half at Banding

<table>
<tr><td>Partial Coverage for Comprehensive Orthodontic Treatment</td><td></td><td>Partial orthodontic coverage may be available for Members who have started their orthodontic services prior to being enrolled.
Partial orthodontic coverage may be available for Members who have started their orthodontic services prior to orthodontics being a benefit of the plan.</td></tr>
<tr><td colspan="3">RATES</td></tr>
<tr><td>Rates Dates</td><td>01/01/2021 – 12/31/2021</td><td>01/01/2021 – 12/31/2021</td></tr>
<tr><td>Rates</td><td><table><tr><td>Single</td><td>$28.03</td></tr><tr><td>Two Party</td><td>$56.06</td></tr><tr><td>Family</td><td>$84.09</td></tr></table></td><td><table><tr><td>Single</td><td>$35.22</td></tr><tr><td>Two Party</td><td>$70.49</td></tr><tr><td>Family</td><td>$111.59</td></tr></table></td></tr>
<tr><td>Program Type</td><td colspan="2">Fully Insured</td></tr>
<tr><td>Administrative Expense</td><td colspan="2">14.00% of billed</td></tr>
<tr><td>Taxes, Fees, Assessments (including ACA Fee)</td><td colspan="2">0.00% of premiums</td></tr>
</table>

NOTE: This summary is a brief description of a Hawaii Dental Service (HDS) Member's dental benefits. Plan benefits are governed by the provisions detailed in the group's and/or subscriber's agreement with HDS, HDS's Procedure Code Guidelines and Delta Dental National Policies when applicable. Certain provisions may vary across group agreements such as waiting periods, frequency and age limitations, etc. and may not be included in this summary. For additional information, please contact HDS Customer Service.

Signature: *Coleen Kaneshiro*

Email: ckaneshiro@alohaaircargo.com

Title: Director of Employee Services

Company: Aeko Kula, LLC dba Aloha Air Cargo