

**(Incorporating Amendments Adopted by
the Board of Directors and the Corporate Members through October 27, 2016)**

ARTICLE I — GENERAL PROVISIONS

Section 1. Name. The name of this corporation shall be DELTA DENTAL OF CALIFORNIA.

Section 2. Nonprofit. This corporation is organized pursuant to the General Nonprofit Corporation Law, and shall conduct its affairs and business without pecuniary gain or other profit to its members and without distribution of any gain or dividends to its members; provided that members may receive compensation for professional services rendered and for services given as an officer or other employee of the corporation.

Section 3. Dentist Defined. As used in these Bylaws, "Dentist" shall mean a person who has received a degree of doctor of dental medicine or doctor of dental surgery.

Section 4. Public Member Defined. As used in these Bylaws, "Public Member" shall mean a person who is not a dentist or the spouse of a dentist and does not have a significant financial interest in any entity or organization which provides dental or other health care services to this corporation.

Section 5. Holding Company Defined. As used in these Bylaws, "Holding Company" shall mean the nonprofit entity established pursuant to the February 17, 2000 resolution of the Board of Directors of this corporation. The members of the Executive Committee of this corporation selected pursuant to Article V, Section 6(f) of these Bylaws shall serve as directors of the Holding Company and shall collectively be entitled to cast at least 55% of all votes that may be cast by all Holding Company directors.

ARTICLE II — MEMBERSHIP

Section 1. Classes of Members. There shall be two classes of members of this corporation: Dentist Members and Corporate Members.

Section 2. Dentist Members. Dentist membership in this corporation is available on an equal basis to all dentists licensed under Chapter 4, Articles 1 to 6, inclusive, of Division 2 of the Business and Professions Code. Dentist Membership shall be applied for in writing signed by the applicant and in such form as is prescribed by the Board of Directors and shall state the number of the license issued to the applicant by the Dental Board of California and contain the agreement of applicant that he or she shall be bound by the Articles and Bylaws of this corporation. Such application shall be approved for any qualified applicant unless there is evidence of facts constituting a basis for revocation of membership, as provided in Section 6 of this Article. As a privilege of membership, Dentist Members may enter into contracts with the Corporation for the provision of dental services as provided in Article V, Section 6(j), subject to rules and procedures adopted by the Board of Directors. Dentist Members may resign at any time by giving written notice to the corporation. A resignation, upon taking effect, terminates membership.

Section 3. Corporate Members. The members of the Board of Directors of this corporation shall also be the Corporate Members during their term of office as directors. At least sixty (60) percent of the Corporate Members shall be Public Members, and at least one-quarter of the Corporate Members shall be dentists. The membership of any Corporate Member shall terminate if his or her term of office as a director terminates or if he or she resigns or is removed as a director of the corporation.

Section 4. Voting Rights of Members. Unless otherwise specified in these Bylaws, any matter on which a vote of the membership is permitted or required by these Bylaws, by the Articles of Incorporation, or by law shall be approved only by affirmative vote of a majority of the Corporate Members represented at a duly held meeting at which a quorum is present or by written ballot pursuant to Article IV. Each member of this corporation shall be entitled to only one vote; provided, however, that a Dentist Member who is also serving as a Corporate Member shall be entitled to a vote only as a Corporate Member.

Section 5. Termination and Probation. Dentist Membership in this corporation shall terminate (1) upon forfeiture, suspension, revocation, surrender or failure of renewal of the dentistry license of the member; or (2) death of the member; or retirement from active practice; or (3) conviction of a felony or misdemeanor involving moral turpitude. On a determination in accordance with procedures adopted by the Board of Directors under Article V, Section 6(k) of the Bylaws that a member has violated any of the Rules for Conduct of members herein prescribed, or has been placed on probation by the Dental Board of California, or has had his or her license to practice dentistry conditioned or restricted in any way as a result of an action by the Dental Board of California, Delta Dental may terminate a Dentist Member's membership in this corporation, or place the Dentist Member on probation and suspend or restrict the Dentist Member's privileges of membership during such period of probation. The period of probation is subject to Delta Dental's discretion, but shall not exceed the longer of five years, or the period of time during which the

Dentist Member is placed on probation by the Dental Board of California or has his or her license conditioned or restricted as result of action by the Dental Board of California.

Section 6. Rules for Conduct of Dentist Members. The rules for the conduct of Dentist Members consist of strict conformity with the Dental Practice Act and prohibit the following: use of the corporate name or use of membership for advertising a dental practice, other than to indicate that he or she is a member; unjustifiable failure to complete dental care under Delta Dental plans in a reasonable period of time; gross immorality; violation of the Dental Practice Act; unprofessional conduct as defined in the Dental Practice Act; submission of false or fraudulent claims under Delta Dental group care contracts; willful violation of the obligation of participating dentists under such contracts, or failure to render professional services in accordance with the standards of dentistry in his or her community.

ARTICLE III — MEMBERSHIP MEETINGS

Section 1. Place of Meetings. Meetings of members shall be held either at the principal executive office of the corporation or at any other place which may be designated by the Board of Directors.

Section 2. Annual Meetings of Corporate Members. Written notice shall be given to each of the Corporate Members not less than thirty days in advance of their annual meeting specifying the time and place of such meeting.

Section 3. Special Meetings.

- a. Special meetings of the Corporate Members may be called by the Board of Directors, or the Chair of the Board, the President, or by written petition of five percent or more of the Corporate Members. Written notice of such meetings shall be given to each of the Corporate Members not less than thirty days in advance.
- b. The Board of Directors may call a special meeting of the Dentist Members for the sole purpose of voting on a Bylaws amendment that requires approval by the Dentist Members pursuant to Article X, Section 1 of these Bylaws. The Secretary shall give written notice to all Dentist Members not less than forty-five nor more than ninety days in advance of the special meeting specifying the time and place of the meeting, and describing the proposed amendment. Such notice may be included in the regular dentist newsletter published by this corporation and mailed to all Dentist Members.

Section 4. Quorum. Thirty Dentist Members shall constitute a quorum at a special meeting. A majority of the Corporate Members shall constitute a quorum at any meeting of the Corporate Members.

Section 5. Voting. Each member shall be entitled to one vote, personally cast, on any matter submitted to vote of the membership at a meeting. Proxies shall not be honored and no cumulative voting shall be recognized.

Section 6. Nomination of Candidates for Corporate Members. The nomination and selection of Corporate Members shall be conducted as provided in Article V, Section 3.

ARTICLE IV — WRITTEN VOTE

Upon resolution of the Board of Directors matters may be submitted to vote of either or both classes of the membership outside of annual or special meetings by written ballots transmitted by mail or by electronic means to each member for marking and return to the secretary within the time specified thereon of not less than thirty days. Votes, so cast, shall be tabulated by the secretary and canvassed by a committee of not less than three directors appointed by the Board of Directors for the purpose. Business so transacted shall have the same force and effect as if transacted at an annual or special meeting of the membership duly called, provided ballots are returned by at least the number of members of a class sufficient to constitute a quorum if present at an annual or special meeting.

ARTICLE V—DIRECTORS

Section 1. Number and Qualifications. The directors of the corporation shall be not less than seven, nor more than 12 in number. At least one-third of the directors shall be subscribers or enrollees entitled to receive dental services provided or paid for by this corporation. At least sixty (60) percent of the directors shall be Public Members, and at least twenty-five (25) percent of the directors shall be dentists. Each director shall have one vote at meetings of the Board of Directors. The presence of a majority of directors at a meeting regularly called shall constitute a quorum for the transaction of business. A majority vote of those directors present at any meeting shall be sufficient to pass any measure except measures on which a greater vote is required by the Articles of Incorporation, Bylaws, or any provision of law.

Section 2. Term. The term of office of the directors of this corporation shall be three years. No director may serve more than two full (three-year) terms consecutively, provided that service by a director filling the unexpired term of a former director shall not be counted in determining the application of this term limit.

Section 3. Nomination and Selection of Directors and Corporate Members. The Holding Company shall select the persons who are to serve as both directors and Corporate Members from among nominees chosen pursuant to the following procedures. There shall be a Nominating Committee consisting of the Chair of the Board and two additional directors selected by the Chair with the consent of the Board. Not less than sixty days prior to each annual meeting of the Corporate Members this committee shall meet and nominate candidates to replace the persons serving as directors and Corporate Members whose terms will be expiring as described under Article V, Section 2. Notice of such nominations shall be provided to the Corporate Members along with the notice of the annual meeting of the Corporate Members described in Article III, Section 2. Additional nominations may be made by a nominating petition with the signatures of not less than three Corporate Members, addressing the specific seat or seats to be contested, filed with the Board of Directors at least fifteen days prior to the annual meeting of the Corporate Members. The candidate for each vacant position receiving the highest number of votes by the Corporate Members at their annual meeting shall be presented to the Holding Company for its consideration in filling the vacancy.

Section 4. Ex Officio. The President shall be an ex officio member of the Board of Directors without vote.

Section 5. Resignation/Removal of Directors and Filling of Vacancies.

- a. Any director or other officer may resign his or her office at any time, with such resignation to be made in writing directed to the Secretary of the Board of Directors.
- b. A director may be removed only upon the affirmative vote of a majority of the other directors acting as Corporate Members and a concurring resolution of the Holding Company, or upon a determination by the Board of Directors as provided by subsection (c) of this Section 5, or as otherwise provided by law. The Board of Directors, with a concurring resolution of the Holding Company, shall fill vacancies on the Board, including vacancies caused by the removal of directors pursuant to this Section 5, until the expiration of the term of the outgoing or removed director.
- c. A director may be removed upon the affirmative determination by a majority of the other directors for the following:
 - (i) that he or she has failed to attend more than two of any four consecutive meetings of the Board of Directors without good cause. The majority of the other directors shall have sole authority to determine what shall constitute "good cause" for absence from a meeting;
 - (ii) that he or she has failed to comply with policies adopted by the Board of Directors.

Section 6. Powers. Subject to limitations of the Articles of Incorporation, and these Bylaws, and the general nonprofit corporation law of the State of California, all corporate powers shall be exercised by or under the authority of, and the business affairs of the corporation shall be controlled by, the Board of Directors. Without prejudice to the generality of this authority, but subject to the above limitations, the directors shall expressly have the following powers, to wit:

- a. To select and remove all officers, agents and employees of the corporation, prescribe the authority and duties for them, fix their compensation, and require security for faithful service.
- b. To conduct, manage and control the property and business of the corporation, and to make such rules and regulations therefore as they may deem best advised.
- c. To fix the address of the principal office for the transaction of business of the corporation in the City and County of San Francisco and to fix and locate from time to time such subsidiary offices of the corporation within or outside the State of California as they may deem necessary or convenient for transaction of the affairs of the corporation; to make use of and authorize the use of a corporate seal.
- d. To call membership meetings, both regular and special, and to determine what matters shall be submitted to such meetings on behalf of the directors; and to submit the matters to written ballot by the members outside of regular or special meetings.
- e. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and deliver therefore in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation or other evidences of debt and security therefore.
- f. To select among its membership an executive committee and other committee, and to delegate to such committees any of the powers and authority of the directors in the management of the business and affairs of the corporation except the adoption, amendment or repeal of provisions of these Bylaws and of the Articles of Incorporation, the levy of assessments, or other actions prohibited by California Corporations Code Section 7212; to appoint such committees, composed of persons who need not necessarily be members of this corporation, as it may deem necessary or expedient, to act in an advisory capacity.

- g. To establish schedules for payments to dentists for professional services performed by dentists for which this corporation is obliged to make payment, including as part thereof, allowances and disallowances for materials thereof, allowances and disallowances for materials and facilities used in the performance of such services; to amend or modify all or any part of said schedules for payment; to give notice of such schedules for payments and any changes or modification thereof to all dentists who may perform professional services for which this corporation is obligated to make payment.
- h. To issue contracts obligating this corporation to supply to the holders thereof dental services as described therein upon lump sum or periodic payments as fixed therein; and from time to time to revise the terms and provisions of such contracts to be issued by the corporation as experience and the judgment of the Board of Directors in the operation of this corporation may require.
- i. To negotiate and enter into contracts with institutions; employing units; groups of employers; groups of employees; fraternal and labor associations; government agencies; insurance companies; and other groups, and individuals for the rendition of dental services by dental licentiates; the authority to enter into particular contracts may be delegated to officers designated by resolution.
- j. To enter into and terminate contracts for the provision of dental services by dentists, and to establish terms and conditions pursuant to which the corporation may reimburse its subscribers or enrollees for dental services provided by dentists with whom the corporation has not contracted.
- k. To establish procedures for the admission to and termination of membership in this corporation, not in conflict with the provisions of Article II of these Bylaws.

Section 7. Reserves. The Board of Directors shall establish a revolving or reserve fund to cover contingent obligations for paying dental services and anticipated future needs of the corporation which are reasonably likely to occur. The directors shall, in their discretion, invest so much of such funds in securities or other investments approved for investment of trust funds under the laws of the State of California as they in their discretion determine to be for the best interest of the corporation.

Section 8. Fees and Compensation. Directors, as such, shall not receive any salary for their services, but by resolution the Board of Directors may provide for reimbursement to themselves of expenses of attending any meetings of the Board or committees and may provide a fixed fee to compensate directors for any time in traveling to, preparing for and attending meetings of the Board of Directors or committees. Members of the Board of Directors are eligible to hold office in the corporation and receive such salary as may be fixed for that office.

Section 9. Meetings. A regular meeting of the Board of Directors shall be held annually in conjunction with the annual meeting of the Corporate Members. The time and place of meeting shall be as determined by the Board of Directors. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board, the President or by any Vice Chair of the board or any five directors. Written notice of the time and place of such meetings shall be furnished to each director not less than five days before the time of meeting specified therein. In the absence of designation otherwise, the meetings of the Board of Directors, whether regular or special, shall be held at the principal office of the corporation in San Francisco. Regardless of how called, a written consent of all the members of the Board of Directors to the holding of a meeting of the Board filed with the minutes of the Board shall constitute sufficient call and notice of any meeting of the Board of Directors, and a meeting so held shall have the same force and effect as if the meeting were regularly called upon notice as hereinabove provided.

Section 10. Action by Written Consent in Lieu of Board Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 11. Quality Management Committee. The Board of Directors shall appoint a Quality Management Committee which shall be composed of not less than three, nor more than five members; one of whom shall be the corporation's executive appointive officer in charge of the corporation's quality improvement and oversight function, who shall also serve as the Committee Chair. The remainder of the Committee members shall be Dentist and/or Public Members, who shall be appointed (or removed) by an affirmative majority vote of the Board of Directors. Committee members who are directors shall serve a term coterminous with their term of office as a director, unless such person is earlier removed from office or resigns. Committee members who are not directors, shall serve for a term of three years and can be re-appointed to a second, three year term, The Committee Chair may serve until s/he resigns, or is removed from office. The Committee shall meet when required to perform its functions, and shall retain any consultants, dental or otherwise, to advise it. A majority of the members of the Committee shall constitute a quorum for the transaction of business at any meeting of the Committee.

The Committee shall:

- a. Be responsible for oversight of the corporation's overall quality improvement activities, which includes oversight of the corporation's quality management and quality assessment policy and processes.
- b. Study and consider the appropriateness of new dental procedures for inclusion in the corporation's benefit programs.
- c. Periodically review the corporation's processing policies concerning covered dental services.
- d. Perform such other duties as are assigned to the Committee by the Board of Directors.

Section 12. Dentist Compensation Committee. The Dentist Compensation Committee is delegated the ultimate power and authority to exercise the responsibility of the Board of Directors in regard to those matters described in Article V, Section 6(g) of these Bylaws pertaining to establishing compensation schedules for professional services performed by dentists or other dental providers for which this corporation is obligated to make payment, which matters involve a substantial adjustment to such compensation or significant change in the methodology for such compensation proposed by management. The Committee shall consist of not less than three, nor more than five Public Members who shall be appointed (or removed) by an affirmative majority vote of the Board of Directors. Committee members shall serve a term coterminous with their term of office as a director, unless such person is earlier removed from office or resigns. The Committee shall meet when required to perform its functions, and shall appoint its own Chair and shall retain any consultants, dental or otherwise, to advise it. Three members of the Committee shall constitute a quorum for the transaction of business at any meeting of the Committee. The Committee shall report to the Board of Directors any actions presented by management which it has approved.

ARTICLE VI — OFFICERS

Section 1. Officers. The officers of this corporation shall be Chair of the Board, a President, two Vice Chair of the Board, a Secretary, Assistant Secretaries, Treasurer and such other officers the Directors may from time to time in their discretion appoint. One person may hold more than one office in the corporation, except that of Chair of the Board, Secretary and Treasurer shall each be held by a different person.

Section 2. Terms and Election. The Chair of the Board, two Vice Chair of the Board, Secretary and Treasurer shall be elected by the Board of Directors at each annual meeting. The term of office of each such officer shall be one year, with a maximum of two consecutive terms in each office. Officer terms may be accretive to a director term, and may be accretive to other officer terms. Should any director be elected as an officer prior to the end of his or her term as a director, he or she shall then be eligible to serve the remainder of his or her original term as a director upon conclusion of his or her term as an officer. The Chair of the Board, the two Vice Chair of the Board, the Secretary and the Treasurer shall be elected from the membership of the Board of Directors and shall be "independent" as per the IRS Form 990 definition. All other officers shall be appointed by the Board to serve at its discretion. If the office of any officer becomes vacant for any reason, the Board of Directors shall by majority vote elect a successor who shall hold office for the remainder of the unexpired term. Any officer may be removed during the term of his or her office by an affirmative vote of a majority of the Directors.

Section 3. Compensation. Officers of the corporation shall receive such salary as is agreed to by the Board of Directors, together with such allowable items of expense as are agreed to by the Board of Directors.

Section 4. Other Paid Assistants. The Board of Directors is authorized to engage on behalf of the corporation all necessary employees and assistants, including certified public accountants and attorneys at law, as needful or required in the advancement of the affairs of the corporation, and the Board shall have authority to arrange with such employees, assistants, certified public accountants and attorneys at law for a remuneration payable by the corporation for their services.

ARTICLE VII — DUTIES OF OFFICERS

Section 1. Chair of the Board. The Chair of the Board shall preside at all meetings of the membership and at all meetings of the Board of Directors. He or she shall be ex-officio member of all committees of the Board of Directors other than the Dentist Compensation Committee and shall have such other and further powers and duties as may be prescribed for him or her by the Board of Directors or these Bylaws.

Section 2. Vice Chair of the Board. In the absence or disability of the Chair of the Board, the Vice Chair of the Board, in order of their rank as fixed by the Board of Directors, shall perform the duties of the Chair of the Board and when so acting the Vice Chair of the Board shall have all the powers of and all the responsibilities of the Chair of the Board. In addition, the Board of Directors may fix and assign such duties for the offices of Vice Chair of the Board as in its discretion it deems advisable.

Section 3. Secretary.

- a. Minutes.** The Secretary shall keep, or cause to be kept, a complete book of the minutes at the principal office of the corporation of all meetings of the Directors and of the members, together with all calls and notices upon which meetings were had, a roster of all members, including the applications for membership of each member, and record of payment or nonpayment of fees and assessments.
- b. Notices.** The Secretary shall give, or cause to be given, the written notice of all meetings of membership as directed by these Bylaws and also written notice of all regular and special meetings of the Board of Directors of the corporation as directed by the Board, the President, or other officers authorized to call such meetings.
- c. Authentication.** The Secretary shall be custodian of the seal of the corporation and shall apply the same to authenticate such instruments as are executed by the corporation and shall sign such instruments on behalf of the corporation as are executed by it.

Section 4. Assistant Secretaries. Assistant Secretaries shall perform such of the duties of the Secretary as shall from time to time be delegated to them by the Secretary, together with such further duties as the Board of Directors may assign to the offices of Assistant Secretary, and in the absence or disability of the Secretary or a vacancy in the office of Secretary, the Assistant Secretary shall perform all the duties and responsibilities of the office of Secretary.

Section 5. Treasurer. The Treasurer shall keep or cause to be kept adequate and correct books and accounts which shall show all of the funds, securities, and other proper ties of the corporation, all business transactions of the corporation, and all assets and liabilities, receipts and disbursements, reserves, revolving funds, gains, losses and other accountable items of corporate business. Such books shall be kept current and shall be open to inspection at all times by any officer or Director of the corporation. Funds of the corporation shall be deposited with such depositories, and shall be disbursed only upon the signatures of the officers and other signatories, as the Board of Directors may authorize and direct. The Board of Directors shall receive periodic financial reports of the affairs of the corporation. The treasurer shall have other powers and perform other duties as prescribed by the Board of Directors or these Bylaws.

Section 6. President. Subject to the Board of Directors, the President shall be the chief executive officer of the corporation and shall conduct all of the business affairs of the corporation, and all of its properties except as herein otherwise provided. He or she may be a full-time employee and need not be a dental licentiate of the Dental Board of California. He or she shall attend all meetings of the Board of Directors and shall advise and consult with the Board of Directors concerning business undertakings of the corporation. The corporation may employ such further assistants to the President as the administration of the affairs of the corporation may require.

ARTICLE VIII – INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. To the maximum extent permitted by law, including as applicable law may change in a way that expands the corporation's power to do so, the corporation shall indemnify each of its directors, officers and Corporate Members against all "expenses" as defined in Section 7237(a) of the California Corporations Code ("Code"), judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding" as defined in Section 7237(a) of the Code, arising by reason of the fact that such person is or was an agent of the corporation. For purposes of this Article VIII, that agency shall include the acts or omission of the directors, officers and Corporate Members of the corporation in those capacities as well as in their capacities as directors, officers, managers, trustees, administrators, employees, partners, or other agents of other entities and enterprises (whether those be corporations, partnerships, limited liability companies, joint ventures, employee benefit plan or other trusts, or otherwise) if the director, officer or Corporate Member of the corporation is or was serving in one or more of those capacities at the request of the corporation. For purposes of this Article VIII, "officers" of the corporation (as contrasted with officers of other entities or enterprises) means persons elected or appointed as officers of the corporation by act of the corporation's Board of Directors.

Section 2. Payment of Expenses in Advance. Any expenses incurred in defending any proceeding for which indemnification is required by Section 1 of this Article shall be paid by the corporation in advance of the final disposition of the proceeding upon receipt of an undertaking, by or for the indemnitee, to repay such amount or the appropriate portion of such amount if it ultimately is determined that the indemnitee is not entitled to be indemnified (or in part not entitled to be indemnified) as required or authorized by this Article VIII.

Section 3. Indemnity Not Exclusive. The indemnification and advancement of defense expenses provided by this Article VIII shall not be considered exclusive of any other rights to which those seeking indemnification or advances of defense expenses may be entitled under any properly authorized agreement.

Section 4. Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, Corporate Member, employee or agent of the corporation against any liability asserted against or incurred by that person in that capacity or any of the other capacities referred to in Section 1 of this Article VIII. That insurance may include coverage for liabilities for which the corporation does not have the power to indemnify that person. The corporation shall also have the power to purchase and maintain insurance for the corporation itself respecting its indemnification of such persons and its advancement of defense expenses to or for such persons.

ARTICLE IX — SEAL

The corporation shall have a seal consisting of two concentric circles with the words, "Delta Dental of California" inscribed in the area between the two circles and the words and figures "Incorporated State of California, May 31, 1955," within the inner of two circles.

ARTICLE X — BYLAWS

Section 1. Amendments. Articles II and III, Sections 1 through 6 of Article V, and this Article X of these Bylaws may be amended or repealed by majority vote of the Corporate Members; provided, however, that any amendment or repeal of any provision of these Bylaws which shall alter the minimum percentage of dentists entitled to be elected to the Board of Directors or to Corporate Membership shall be approved by an affirmative vote of a majority of both the Corporate Members and of the Dentist Members, voting separately; and further provided that any amendment or repeal of any provisions of these Bylaws which shall alter the rights of the Holding Company with respect to the selection or removal of directors of this corporation must be approved by a resolution of the Holding Company evidenced in writing. Upon its own initiative, the Board of Directors shall submit proposed amendments of such Articles or Sections of these Bylaws to vote at a duly called meeting of the membership or by a written vote conducted pursuant to Article IV, as the Board shall determine. Other provisions of these Bylaws may be amended or repealed by approval of the Board.

Section 2. Enactment. These Bylaws shall take the place of and render null and void hereafter all previous Bylaws and constitutions and standing resolutions inconsistent or in conflict with any of its provisions and shall go into effect immediately upon adoption.

Section 3. Conflict. Should any of these Bylaws be in conflict with any statutes, codes, ruling, or the constitution of the State of California, or of the United States of America, the particular section or part of any section shall immediately become inoperative. However, should any such conflict of any part of these Bylaws be declared, it shall not render the other Bylaws inoperative or void.

ARTICLE XI — NOTICES

Any notice, demand, petition, or other communication required to be presented to or filed with this corporation or its Board of Directors by any provision of these Bylaws, or of law, shall, except as otherwise specifically provided in these Bylaws, be deemed delivered, served, or presented only when received at the principal office of the corporation in San Francisco, California, properly addressed to the Board of Directors or the Secretary.

Attachment to Interrogatories # 9

9. Custodial Safekeeping:

Bank of New York Mellon
IIS-Syracuse Client Services-Second Floor
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: LaDawn Schuessler, Account Administrator

Wells Fargo Securities, LLC
600 California Street, #1600
San Francisco, CA 94108
Attn: Jane Fielding

Equity Mutual Funds:

Vanguard Group
P.O. Box 2900
Valley forge, PA 19482-2900

Money Market Mutual Funds:

Shares owned by Delta Dental of California in the Wells Fargo Bank, N.A.
Stagecoach Overland Sweep Fund:

Wells Fargo Bank, N.A.
(525 Market Street, San Francisco, CA 94105)
P.O. Box 63020
San Francisco, CA 94163

Attachment to Interrogatories # 13

Matter Status	Open Date	Close Date	Matter Name	Damages Type	Damages Other
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #16-1295 (Wells)+15 additional cases	Actual Damages	5,000
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #16-1772 (Augustine)+15 additional cases	Actual Damages	10,000
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #16-1913 (Chase, David)+15 additional cases	Actual Damages	2,500
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #16-1914 (Chase, Eleanor)+15 additional cases	Actual Damages	2,500
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #16-1915 (Chase, Spence)+15 additional cases	Actual Damages	2,500
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #16-1918 (Chase, Sydney)+15 additional cases	Actual Damages	2,500
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #16-1919 (Frankot)+15 additional cases	Actual Damages	-
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #16-901 (Cameron)	Actual Damages	7,500
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #17-096 (Stephens)+15 additional cases	Actual Damages	12,500
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #17-172 (Jordan)+15 additional cases	Actual Damages	-
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #17-450 (Teets)+15 additional cases	Actual Damages	-
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #17-451 (Fematt)+15 additional cases	Actual Damages	2,500
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #17-452 (Gomez)+15 additional cases	Actual Damages	-
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #17-453 (Lanza)+15 additional cases	Actual Damages	-
Closed	6/29/2017	8/11/2017	DDC-Enforcement Action - DMHC #17-454 (Corren)+15 additional cases	Actual Damages	2,500
Closed	6/29/2017	8/23/2017	DDC-Enforcement Action - DMHC #17-818 (Andrade)+15 additional cases	Actual Damages	7,500

Attachment to Interrogatories # 14

Defendant	Jurisdiction	Complaint/Argument
Delta Dental of California	Calabasas, CA	Enrollee states he and his provider validated coverage for root canal procedure by calling our contact center. No Damages paid.
Delta Dental of California	Acton, CA	Requesting additional unnecessary procedure by requesting an x-ray to process claim. \$426 paid in Damages paid.
Delta Dental of California	DFEH/EEOC	DFEH filed disability complaint on behalf former employee who was denied an accommodation. Delta Dental denied any wrongdoing, but resolved the matter pre-discovery.
Delta Dental of California	DFEH	Open.
Delta Dental of California	WCAB & EEOC	Open.
Delta Dental of California	DFEH	Union employee termed for unacceptable job performance and failure to pass probation. Closed.
Delta Dental of California	EEOC	Current employee alleges discrimination based on sex (female) and wages. Open.
Delta Dental of California	Palo Alto	Plaintiff had difficulty with our website and was misled by our call center. Provided proof that he could not navigate our website. \$260.88 paid in Damages.
Delta Dental of California	Acton, CA	Requesting additional unnecessary procedure by requesting an x-ray to process claim
Delta Dental of California	DFEH/EEOC	DFEH closed & notice of rights rec'd.

Attachment to Interrogatories # 15 and # 17

15. Professional Liability Insurance Coverage

Name of Carrier: Homeland Insurance Company
Name of Carrier: Travelers Casualty & Surety Company (1st Excess)
Name of Carrier: Ironshore Specialty Insurance Co (2nd Excess)
Name of Carrier: QBE Insurance (3rd Excess)

Limits of Coverage: (1) \$2,000,000 each claim / \$2,000,000 annual aggregate / \$200,000 each claim deductible / retroactive date January 1, 1976 - exclusive to Delta Dental of California's Department of Managed Health Care compliance; (2) \$10,000,000 each claim / \$10,000,000 annual aggregate / \$200,000 each claim deductible / retroactive date January 1, 1976; (3) 1st Excess \$10,000,000 limit; (4) 2nd Excess \$10,000,000 limit; (5) 3rd Excess \$10,000,000 limit.

Expiration Date: October 1, 2018

17. General Liability Insurance Coverage

17(1) Name of Carrier:

Valley Forge Insurance Company C N A (Automobile Liability)
Travelers (Employers' Liability - Workers' Compensation)
National Fire Insurance of Hartford C N A (General Liability)
National Fire Insurance of Hartford C N A (Umbrella Liability)
Travelers Property Casualty Co (Umbrella Liability Second Tier)

17(2) Limits of Coverage:

Automobile Liability (Valley Forge Insurance Company C N A)

\$1,000,000 Combined single limit for bodily injury and property damage each accident, any auto / \$1,000,000 uninsured motorists each accident, owned autos / \$5,000 auto medical payments each person, owned autos / \$50,000 hired car physical damage / \$1,000 property damage deductible

Employers' Liability - Workers' Compensation (Travelers)

\$1,000,000 bodily injury by accident, each accident / \$1,000,000 bodily injury by disease, each employee / \$1,000,000 bodily injury by disease, policy limit

General Liability (National Fire Insurance of Hartford C N A)

\$ 2,000,000	General annual aggregate (products/completed operations aggregate is included in the general aggregate limit) / \$1,000,000 each occurrence
\$ 1,000,000	Personal and Advertising Injury
\$ 10,000	Medical Expense any one person
\$ 3,000,000	Employee Benefits errors or omissions annual aggregate / \$1,000,000 each claim / \$1,000 each claim deductible / retroactive date 11/23/94
\$ 3,000,000	Computer software and services errors or omissions annual aggregate / \$1,000,000 each claim / \$10,000 each claim deductible / retroactive date 1/1/98

Umbrella Liability (National Fire Insurance of Hartford C N A and Travelers Companies)

\$50,000,000	each occurrence / \$30,000,000 products completed operations annual aggregate
\$50,000,000	other annual aggregate / \$25,000 retention which applies to claims not covered by primary insurance

17(3) Expiration Dates:

Valley Forge Insurance Company C N A (Automobile Liability)	October 1, 2018
Travelers (Employers' Liability)	October 1, 2018
National Fire Insurance of Hartford C N A (General Liability)	October 1, 2018
National Fire Insurance of Hartford C N A (Umbrella Liability)	October 1, 2018
Travelers Property Casualty Co (Umbrella Liability Second Tier)	October 1, 2018

Attachment to Interrogatories # 23

23. In 2005, the Plan filed with the Department an administrative services agreement with its affiliate, Delta Dental of Pennsylvania ("DDP"). The agreement states that claims for dental benefits provided by the Plan will be received in the Plan's Rancho Cordova, California facility. Amendments to the agreement changed the method of claims processing (approved 11/2011) and the compensation paid to process the claims (approved 11/2012).

In addition to the 2005 administrative services agreement, the Department approved (4/3/12) an Intercompany Services Agreement to process claims between the Plan and its affiliates DDP and DDIC.

The Department approved (11/1/2010) an administrative services agreement outlining the transfer of certain DeltaCare claims processing functions to the Plan's affiliate, DDIC located in Alpharetta, Georgia.

The Department approved (12/31/2015) an administrative services agreement outlining the transfer of certain services, including claims adjudication, to the Plan's affiliate, Delta Dental of Puerto Rico (DDPR), a Puerto Rico insurance company. The Department also approved (12/31/15) an Intercompany Services Agreement for certain pre-processing services involving optical character recognition software performed by the Plan's affiliate Dentegra Seguros Dentales, a Mexican insurance company.

(a) Pursuant to the intercompany agreements listed above, the Plan enlists claims processing services of its affiliates, Delta Dental of Pennsylvania (DDP) located in Harrisburg, Pennsylvania, Delta Dental Insurance Company (DDIC), located in Alpharetta, Georgia, and Delta Dental of Puerto Rico (DDPR) located in Guaynabo, Puerto Rico. DDP is domiciled in Pennsylvania, DDIC is domiciled in Delaware and DDPR is domiciled in Puerto Rico.

(2) DDP's financial status is monitored on a monthly basis not only by the Plan but also on a quarterly and annual basis by the Pennsylvania Insurance Department. DDIC's financial status is monitored on a quarterly and annual basis by the Delaware Department of Insurance. DDPR's financial status is monitored by the Puerto Rico Office of Commissioner.

(3) The Plan's disaster recovery program provides for offsite claims processing also utilizing the services of its affiliates, DDP and DDIC. DDP's disaster recovery plan involves utilizing the Plan's services located in San Francisco and Sacramento, California or DDIC located in Alpharetta, Georgia.