

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

199



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
April 9, 2014

**SUBJECT:** Delta Dental of California Dental Plan Contracts for a three (3) year period commencing January 1, 2014 through December 31, 2016. [District- All] [Total Cost - \$0] [SOURCE OF FUNDS: N/A]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the 2014 Delta Dental of California, DeltaCare USA Group Dental Service Contract, effective January 1, 2014 through December 31, 2016 (Attachment A);
2. Ratify and approve the 2014 Delta Dental of California, Multi-State Rider to the DeltaCare USA Group Dental Service Contract (Affiliated Dental Plans), effective January 1, 2014 through December 31, 2016 (Attachment B);
3. Ratify and approve the 2014 Delta Dental of California (PPO plan) Contract, effective January 1, 2014 through December 31, 2016 (Attachment C);
4. Authorize the Chairperson to sign four (4) copies of each contract, retain one (1) copy of the signed contract, and return three (3) copies to Human Resources for distribution.

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KPMIS  
DATE: 4/14/14  
Departmental Concurrence

Michael T. Stock  
Asst. County Executive Officer/  
Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Employee and Retiree Dental Insurance Premiums				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 13/14-16/17	

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY:   
Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** April 22, 2014  
**xc:** H.R.: 38

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 08/20/2013, 3-49 | **District:** All | **Agenda Number:**

**3-24**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Delta Dental of California Dental Plan Contracts for a three (3) year period commencing  
January 1, 2014 through December 31, 2016. [District- All] [Total Cost - \$0] [SOURCE OF FUNDS:  
N/A]**

**DATE:** April 9, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

On August 20, 2013, Item 3-49, the Board of Supervisors approved plan rates for the Delta Dental Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) plans for active employees and retirees, effective January 1, 2014.

The attached contracts are the official documents confirming the 2014 Delta Dental plan 3-year contract term commencing January 1, 2014 through December 31, 2016, plan rates, rate guarantee, and benefit descriptions for active and retired members.

**Impact on Residents and Businesses**

There is no direct impact to private citizens or private businesses in the County of Riverside.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The annual rates and service fees for employee and retiree dental coverage is guaranteed for a 3-year period. The estimated annual premiums are \$3,501,400 for Delta Care HMO and \$5,417,000 for Delta Dental PPO. There is no direct cost to the County for this recommended action; dental insurance premiums are paid by employees and retirees.

**Contract History and Price Reasonableness**

Human Resources initially commenced an agreement with Delta Dental on January 1, 2011. Delta Dental offers the largest national provider network with a full range of dental care programs. Delta Dental continues to provide quality service and rates aligned with the average market trend and the County's claims and plan utilization.

**ATTACHMENTS:**

- A. DeltaCare USA Group Dental Service Contract
- B. Multi-State Rider DeltaCare USA Group Dental Service Contract
- C. Delta Dental of California (PPO) Contract

**Attachment A**  
**DeltaCare USA Group Dental Service Contract**

APR 22 2014 3-24

**DELTA DENTAL OF CALIFORNIA**  
17871 Park Plaza Drive, Suite 200, Cerritos, California 90703  
562-924-8311 800-801-7105

**APPLICATION FOR DELTACARE® USA GROUP DENTAL SERVICE CONTRACT**

The undersigned client ("Applicant" or "County") hereby applies for a DELTACARE USA GROUP DENTAL SERVICE CONTRACT with DELTA DENTAL OF CALIFORNIA ("Delta Dental") on the following terms:

- I. Applicant hereby authorizes Delta Dental to furnish the dental Benefits described in the attached Contract, subject to all of the terms and conditions of the Contract.
- II. Applicant or Enrollees agree to pay to Delta Dental, in advance, the Premiums specified in *Schedule C* to the Contract.
- III. Upon acceptance of this Application by Delta Dental, and payment of the initial Premiums, the Contract shall be effective at 12:01 a.m. on the Effective Date shown on *Schedule C* and the Contract shall continue until terminated as provided. Payment of Premiums constitutes acceptance of the terms and conditions of this Contract.
- IV. Applicant agrees to receive, on behalf of Enrollees, all applicable notices concerning Benefits under this Contract.
- V. Applicant agrees to make available to Eligible Employees or Enrollees any notices concerning Benefits required to be furnished by Delta Dental.
- VI. **Delta Dental will provide directly to each Eligible Person or Enrollee a combined Evidence of Coverage and Disclosure Form (EOC). Delta Dental's enrollment materials advise Eligible Persons that an EOC is also available upon request, prior to enrollment by contacting Delta Dental's Customer Service department. The EOC will disclose the terms and conditions of coverage, but will constitute only a summary of the Program. As required by the California Health & Safety Code, the Contract must be consulted to determine the exact terms and conditions of the coverage provided. A copy of the Contract will be furnished upon request. Enrollees should read the EOC carefully. Persons with special healthcare needs should read the section entitled "Special Needs". Pursuant to California Health and Safety Code, the EOC provides Enrollees with information regarding the societal benefits of organ donation and the method whereby an Enrollee may elect to be an organ or tissue donor. Enrollees may also obtain information about Benefits by calling Delta Dental's Customer Service department at 800-422-4234.**

\_\_\_\_\_  
(Date)

**06482**  
\_\_\_\_\_

(Group Number)

**County of Riverside**  
\_\_\_\_\_

(Applicant)

4080 Lemon Street, Riverside, CA 92501-3609  
\_\_\_\_\_

(Applicant Address)

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Licensed Registered Agent)

**DELTA DENTAL OF CALIFORNIA**

17871 Park Plaza Drive, Suite 200, Cerritos, California 90703562-924-8311 800-801-7105

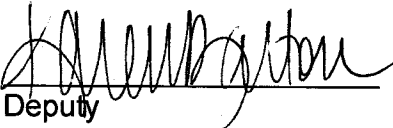
**DELTACARE® USA GROUP DENTAL SERVICE CONTRACT**

**NOTICE: THE PREMIUMS PAYABLE UNDER THIS CONTRACT ARE SUBJECT TO INCREASE UPON RENEWAL AFTER THE END OF THE INITIAL CONTRACT TERM OR ANY SUBSEQUENT CONTRACT TERM.**

IN CONSIDERATION of the Application, a copy of which is attached hereto and made a part of this DELTACARE USA GROUP DENTAL SERVICE CONTRACT ("Contract") and IN CONSIDERATION of payment of the required Premiums, DELTA DENTAL OF CALIFORNIA ("Delta Dental") agrees to provide the Benefits described for the Contract Term shown on *Schedule C* and from year to year thereafter, unless this Contract is terminated as provided. Premiums are payable in advance of the Effective Date and thereafter as provided. This Contract is issued and delivered in the State of California, is governed by the laws thereof, and is subject to the terms and conditions recited on the following pages.

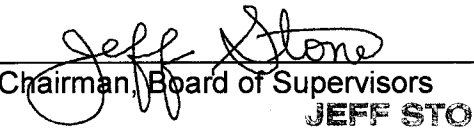
**IN WITNESS WHEREOF**, the parties hereto have caused their duly appointed representatives to execute this Agreement for Services for the County of Riverside.

**ATTEST:**  
Clerk of the Board  
Kecia Harper-Ihem

By:   
Deputy

Date: APR 22 2014

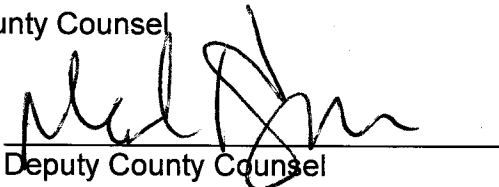
**COUNTY OF RIVERSIDE:**

By:   
Chairman, Board of Supervisors  
**JEFF STONE**

Date: APR 22 2014

Approved as to form:

Pamela J. Walls  
County Counsel

By:   
Deputy County Counsel

**Delta Dental of California**

By: 

Printed Name: Kevin Jackson

Title: Group Vice President, Underwriting & Actuarial

Date: March 25, 2014

## TABLE OF CONTENTS

Article 1. Definitions .....	1
Article 2. Eligibility, Enrollment and Cancellation of Enrollment .....	3
Article 3. Premiums and Copayments .....	5
Article 4. Benefits, Limitations and Exclusions .....	6
Article 5. Coordination of Benefits .....	9
Article 6. Enrollee Complaint Procedure .....	11
Article 7. General Provisions .....	13
Article 8. Termination and Renewal.....	19
Article 9. Optional Continuation of Coverage (COBRA).....	20
Article 10. Attachments.....	23
Schedule A - Description of Benefits and Copayments .....	24
Schedule B - Limitations and Exclusions of Benefits .....	25
Schedule C - Group Variables and Premiums .....	26
Schedule D - DeltaCare USA Performance Guarantees .....	27
Schedule E – HIPAA Business Associate Agreement.....	30
Appendix A - Group Numbers .....	47

## ARTICLE 1. DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- 1.01 "Applicant" means the client (employer, or other organization) contracting to obtain dental Benefits for Eligible Employees.
- 1.02 "Benefits" mean those dental services which are provided under the terms of this Contract as specified in *Article 4* and *Schedule A*.
- 1.03 "Contract" or "Agreement" means this agreement between Delta Dental and Applicant including the Application for this Contract, the attached schedules, and any appendices, endorsements or riders. This Contract constitutes the entire agreement between the parties.
- 1.04 "Contract Dentist" means a Dentist who provides services in general dentistry and has agreed to provide Benefits to Enrollees under this Contract.
- 1.05 "Contract Orthodontist" means a Dentist who specializes in orthodontics and has agreed to provide Benefits to Enrollees under this Contract.
- 1.06 "Contract Specialist" means a Dentist who provides Specialist Services and has agreed to provide Benefits to Enrollees under this Contract.
- 1.07 "Contract Term" means the period commencing and terminating on the dates shown on *Schedule C*, and each yearly period thereafter during which this Contract remains in effect.
- 1.08 "Copayment" means the amount charged to an Enrollee by a Dentist for the Benefits provided under this Contract.
- 1.09 "Dentist" means a duly licensed Dentist legally entitled to practice dentistry at the time and in the state or jurisdiction in which services are performed.
- 1.10 "Domestic Partner" means a person who, together with the Eligible Employee, has affirmed a domestic partnership through an affidavit of domestic partnership filed with Applicant.
- 1.11 "Effective Date" means the date this Contract becomes effective as provided in *Schedule C*.
- 1.12 "Eligibility Date" means the date upon which an Eligible Person's eligibility for Benefits becomes effective under this Contract.
- 1.13 "Eligible Dependent" means any of the dependents of an Eligible Employee who are eligible to enroll for Benefits and who meet the conditions of eligibility outlined in *Article 2*.
- 1.14 "Eligible Employee" means any employee or member who meets the conditions of eligibility outlined in *Article 2*.
- 1.15 "Eligible Person" means an Eligible Employee or Eligible Dependent.
- 1.16 "Emergency Service" means care provided by a Dentist to treat a dental condition which manifests as a symptom of sufficient severity, including severe pain, such that the absence of immediate attention could reasonably be expected by the Enrollee to result in either: (i) placing the Enrollee's dental health in serious jeopardy, or (ii) serious impairment to dental functions.



- 1.17 "Enrollee" means an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.
- 1.18 "Open Enrollment Period" means the period preceding the date of commencement of the Contract Term or the 30-day period immediately preceding the annual anniversary of the commencement of the Contract Term or a period as otherwise requested by the Applicant and agreed to by Delta Dental.
- 1.19 "Out-of-Network" means treatment by a Dentist who has not signed an agreement with Delta Dental to provide Benefits under the terms of this Contract.
- 1.20 "Preauthorization" means the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under the Enrollee's plan.
- 1.21 "Premium" means payments by Applicant or an Enrollee as provided in *Article 3* and in amounts stated in *Schedule C*.
- 1.22 "Reasonable" means that an Enrollee exercises prudent judgment in determining that a dental emergency exists and makes at least one attempt to contact his/her Contract Dentist to obtain Emergency Services and, in the event the Dentist is not available, makes at least one attempt to contact Delta Dental for assistance before seeking care from another Dentist.
- 1.23 "Special Health Care Need," means a physical or mental impairment, limitation or condition that substantially interferes with an Enrollee's ability to obtain Benefits. Examples of such a Special Health Care Need are (i) the Enrollee's inability to obtain access to the assigned Contract Dentist's facility because of a physical disability and (ii) the Enrollee's inability to comply with the Contract Dentist's instructions during examination or treatment because of physical disability or mental incapacity.
- 1.24 "Specialist Services" mean services performed by a Dentist who specializes in the practice of oral surgery, endodontics, periodontics or pediatric dentistry and which must be preauthorized in writing by Delta Dental.
- 1.25 "Treatment in Progress" means any single dental procedure, as defined by the CDT Code, that has been started while the Enrollee was eligible to receive Benefits, and for which multiple appointments are necessary to complete the procedure whether or not the Enrollee continues to be eligible for Benefits under the DeltaCare USA plan. Examples include: teeth that have been prepared for crowns, root canals where a working length has been established, full or partial dentures for which an impression has been taken and orthodontics when bands have been placed and tooth movement has begun.
- 1.26 "We, Us and Our" means Delta Dental of California.

## ARTICLE 2. ELIGIBILITY, ENROLLMENT AND CANCELLATION OF ENROLLMENT

2.01 Eligible Employees are those employees or group members described in *Schedule C*. New employees shall become eligible for coverage as specified in *Schedule C*.

Eligible Dependents become eligible on:

- 1) the date the Eligible Employee is eligible for coverage;
- 2) as soon as an Eligible Dependent becomes the dependent of an Eligible Employee, or at any time subject to a change in legal custody or lawful order to provide Benefits.

Eligible Dependents include:

- 1) spouse (unless legally separated or divorced) or Domestic Partner (until such partnership is terminated by either or both parties);
- 2) Children for whom you or your spouse is the court-appointed guardian (or was when the person reached age 18) if they are under age 26;
- 2) children from birth up to age 26;

Children include natural children, stepchildren, adopted children, foster children and children of a Domestic Partner. Newborn children (including newborn adopted children) are covered from and after the moment of birth. Notice of birth must be received within 60 days after the date of birth for coverage to continue beyond 60 days. For newly adopted child or child placed with you or your spouse for adoption, coverage is effective on the date of adoption or the date when you or your spouse have newly assumed a legal right to control health care in anticipation of adoption. For purposes of this requirement, "legal right to control health care" means the Eligible Employee has a signed written document (such as health facility minor release report, a medical authorization form, or a relinquishment form) or other evidence that shows you or your spouse have the legal right to control the child's health care.

A dependent child may continue eligibility if:

- 1) he or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
- 2) he or she is chiefly dependent on the Eligible Employee for support; and
- 3) proof of dependent's disability is provided within 60 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the Eligible Employee for support because of a physically or mentally disabling injury, illness or condition that began before he or she reached the limiting age.

Dependents in active military service are not eligible. No Eligible Dependent may be enrolled under more than one Eligible Employee. Medicare eligibility shall not affect eligibility of an Eligible Employee or Eligible Dependent.

2.02 Eligible Employees must complete the enrollment process during the Open Enrollment Period in order to receive Benefits and for their Eligible Dependents to receive Benefits. Persons not originally eligible during the Open Enrollment Period may be enrolled immediately upon attainment of dependent status.

Subject to cancellation as provided under this Contract, enrollment of Eligible Employees and any Eligible Dependents is for a minimum period of one year.

On or prior to the first day of every month, Applicant shall compile and furnish to Delta Dental the names of all Primary Enrollees showing their identification numbers and, if applicable, location codes and all Dependent Enrollees. Enrollee names must be presented in a format acceptable to

Delta Dental. Delta Dental shall be obligated to provide Benefits only to Primary Enrollees and their Dependent Enrollees who have been reported by the Applicant. The appropriate Premium must be paid pursuant to *Article 3* and *Schedule C* of this Contract for the period in which covered dental services are provided.

2.03 Subject to any rights provided under *Article 6* and *Article 9*, an Eligible Employee's or Eligible Dependent's enrollment under this Contract may be canceled, or renewal of enrollment refused, in the following events:

- 1) Immediately upon loss of eligibility as described in this Contract;
- 2) Upon 15 days written notice if:
  - a) an Enrollee engages in conduct detrimental to safe operations and the delivery of services while in a Contract Dentist's facility; or
  - b) the Premiums are not paid by or on behalf of the Enrollee on the date due. However, the Enrollee may continue to receive Benefits during the 15-day period and may be reinstated during the term of this Contract upon payment of any unpaid Premium; or
  - c) the Enrollee knowingly commits or permits another person to commit fraud or deception in obtaining Benefits under this Contract;
- 3) Upon 30 days written notice if:
  - a) the Contract is terminated or not renewed; or
  - b) the Enrollee fails to pay Copayments. However, the Enrollee may be reinstated during the term of this Contract upon payment of all delinquent charges.

Cancellation of a Primary Enrollee's enrollment, as described above, shall automatically cancel the enrollment of any of his or her Dependent Enrollees. Any cancellation is subject to the written notification requirements set forth in this Contract.

2.04 An Enrollee who believes that enrollment has been cancelled or not renewed because of the Enrollee's health status or requirements for health care services, may request a review by the Director of the California Department of Managed Health Care in accordance with Section 1365(b) of the California Health and Safety Code.

### ARTICLE 3. PREMIUMS AND COPAYMENTS

- 3.01 In accordance with *Schedule C*, Applicant agrees to collect Premiums by means of payroll deductions for Primary Enrollees and Dependent Enrollees voluntarily enrolled for Benefits under this Contract. Applicant shall remit one check each period as required by *Schedule C*. Should an Enrollee voluntarily cancel enrollment and subsequently desire to re-enroll, all Premiums retroactive to the date of cancellation (but not to exceed 12 months) must be paid before the Enrollee shall be re-enrolled.
- 3.02 This Contract shall not be in effect until initial Premiums are received. Benefits shall not be provided unless subsequent Premiums are received in accordance with this Contract.
- 3.03 Delta Dental may change the amount of Premiums whenever: (i) the terms of this Contract are changed by amendment mutually agreed upon between Applicant and Delta Dental; or (ii) Delta Dental's liability is changed by law or regulation provided that Applicant receives 30 days written notice and approves the change in the amount of the Premiums. In the absence of such an amendment or such a change in liability, no change in the Premiums shall become effective within a Contract Term except as provided in *Section 3.04*.
- 3.04 If during a Contract Term, any new tax is imposed on Delta Dental by any government agency on the amount of Premiums payable under this Contract or the number of persons covered, or if the rate of an existing tax on the amount of Premiums or the number of persons covered is increased, the Premiums stated in *Schedule C* may be increased by the amount of any such new tax or increased taxes provided that Applicant receives a 30 days written notice and approves the increase in Premiums.
- 3.05 Upon discovery of clerical errors made by Delta Dental with respect to enrollment data for an Enrollee, Premiums may be adjusted back to the Enrollee's enrollment date. This provision does not limit or diminish Delta Dental's obligation to indemnify, defend and hold harmless Applicant under Section 7.24 of this Contract. This provision does not limit any potential legal rights or remedies that may be available to Applicant against Delta Dental.
- 3.06 Upon discovery of clerical errors made by the Applicant with respect to enrollment data, the amount of credit which may be taken with respect to an Enrollee shall not exceed the Premiums for the current month in which Premiums are due plus two months of retroactive Premiums. In addition, the total amount of credit which may be taken on any due date shall not exceed 10% of the billed amount for that due date.
- 3.07 Enrollees are required to pay any Copayments listed in *Schedule A* directly to the Dentist. Charges for broken appointments (unless notice is received by the Dentist at least 24 hours in advance or an emergency prevented such notice) and charges for emergency visits after normal visiting hours are also shown on *Schedule A*.
- 3.08 In the event of cancellation of enrollment by Delta Dental, Delta Dental shall return to Applicant the pro rata portion of the Premiums paid to Delta Dental which corresponds to any unexpired period for which payment had been received, together with any amounts due on claims, if any, less any amounts owed to Delta Dental.

#### ARTICLE 4. BENEFITS, LIMITATIONS AND EXCLUSIONS

- 4.01 Delta Dental shall provide the Benefits in *Schedule A*, subject to the limitations and exclusions in *Schedule B*. Benefits are available to each Enrollee who has elected the DeltaCare USA Program on the Eligibility Date.
- 4.02 Delta Dental shall provide Contract Dentists at convenient locations during the term of this Contract. A list of Contract Dentists shall be furnished to all Primary Enrollees. Enrollees may select any Contract Dentist whose name is on said list at the time of enrollment. Enrollees in the same family may collectively select no more than three Contract Dentist facilities. If an Enrollee fails to select a Contract Dentist or the Contract Dentist selected becomes unavailable, Delta Dental shall request the selection of another Contract Dentist or shall assign that Enrollee to another Contract Dentist. An Enrollee may make a change to any other Contract Dentist by directing a request to the Customer Service department at 800-422-4234. The change must be requested prior to the 21st of the month to become effective on the first day of the following month.
- 4.03 All services which are Benefits shall be rendered at the Contract Dentist's facility selected by the Enrollee. Delta Dental shall have no obligation or liability with respect to services rendered by Out-of-Network Dentists, with the exception of Emergency Services as provided in *Section 4.04*, or Specialist Services recommended by a Contract Dentist, and preauthorized in writing by Delta Dental. All preauthorized Specialist Services claims will be paid by Delta Dental less any applicable Copayments. A Contract Dentist may provide services either personally, or through associated Dentists, or the other technicians or hygienists who may lawfully perform the services. If an Enrollee is assigned to a dental school clinic for Specialist Services, those services may be provided by a Dentist, a dental student, a clinician or a dental instructor.
- 4.04 If Emergency Services are needed, the Enrollee should contact their Contract Dentist whenever possible. A new Enrollee needing Emergency Services who does not have an assigned Contract Dentist yet, should contact Delta Dental's Customer Service department at 800-422-4234 for help in locating a Contract Dentist. Benefits for Emergency Services by an Out-of-Network Dentist are limited to necessary care to stabilize the Enrollee's condition and/or provide palliative relief when the Enrollee:
- 1) has made a Reasonable attempt to contact the Contract Dentist and the Contract Dentist is unavailable or unable to see the Enrollee within 24 hours of making contact; or
  - 2) has made a Reasonable attempt to contact Delta Dental prior to receiving Emergency Services, or it is Reasonable for the Enrollee to access Emergency Services without prior contact with Delta Dental; or
  - 3) reasonably believes that his or her condition makes it dentally/medically inappropriate to travel to the Contract Dentist to receive Emergency Services.
- Benefits for Emergency Services not provided by the Contract Dentist are limited to a maximum of \$100.00 per emergency, less the applicable copayment. If the maximum is exceeded, or the above conditions are not met, the Enrollee is responsible for any charges for services by a provider other than their Contract Dentist.
- 4.05 Claims for covered Emergency Services or preauthorized Specialist Services should be sent to Delta Dental within 90 days of the end of treatment. Valid claims received after the 90-day period will be reviewed if the Enrollee can show that it was not reasonably possible to submit the claim within that time. The address for claims submission is: Claims Department, P.O. Box 1810, Alpharetta, GA 30023.

- 4.06 In the event Delta Dental fails to pay a Contract Dentist, the Enrollee will not be liable to that Dentist for any sums owed by Delta Dental. By statute, the DeltaCare USA provider contract contains a provision prohibiting a Contract Dentist from charging an Enrollee for any sums owed by Delta Dental.
- If the Enrollee has not received Preauthorization for treatment from an Out-of-Network Dentist, and Delta Dental fails to pay that Out-of-Network Dentist, the Enrollee will be liable to that Dentist for the cost of services.
- 4.07 Upon termination of a Contract Dentist's agreement, Delta Dental shall be liable for Benefits for the completion of treatment for single procedures begun prior to the termination of the agreement. The terminating Contract Dentist will complete (a) a partial or full denture for which final impressions have been taken, and (b) all work on every tooth upon which work has started (such as completion of root canals in progress and delivery of crowns when teeth have been prepared).
- If for any reason the Contract Dentist is unable to complete treatment, Delta Dental shall make reasonable and appropriate provisions for the completion of such treatment by another Contract Dentist. Delta Dental shall give written notice to Applicant within a reasonable time of any termination or breach of contract, or inability to perform, by any Contract Dentist if Applicant will be materially and adversely affected.
- 4.08 In the absence of an amendment mutually agreed upon between Applicant and Delta Dental, no change in Benefits shall be made during a Contract Term.
- 4.09 All Benefits shall terminate for any Enrollee as of the date that this Contract is terminated, such person ceases to be eligible under the terms of this Contract, or such person's enrollment is cancelled under this Contract. Delta Dental shall not be obligated to continue to provide Benefits to any such person in such event, except for completion of single procedures commenced while this Contract was in effect.
- 4.10 A Contract Dentist is compensated by Delta Dental through monthly capitation (an amount based on the number of Enrollees assigned to the Dentist), and by Enrollees through required Copayments for treatment received. A Contract Specialist is compensated by Delta Dental through an agreed-upon amount for each covered procedure, less any applicable Copayments paid by the Enrollee. **In no event does Delta Dental pay a Dentist or a Specialist any incentive as an inducement to deny, reduce, limit or delay any appropriate treatment.** An Enrollee may obtain further information concerning compensation of providers by calling Delta Dental at 800-422-4234.
- 4.11 Delta Dental does not authorize or deny services provided by a Contract Dentist. All Benefits provided by a Contract Dentist are in accordance with dental care guidelines which establish the standard of care to be followed by Contract Dentists. The dental care guidelines for the DeltaCare USA Program are reviewed by Delta Dental's Dental Advisory Committee and updated as needed. An Enrollee may contact Delta Dental's Customer Service department at 800-422-4234 for information regarding the dental care guidelines for DeltaCare USA.
- 4.12 An Enrollee may request a second opinion if he or she disagrees with or questions the diagnosis and/or treatment plan determination made by his or her Contract Dentist. Delta Dental may also request that an Enrollee obtain a second opinion to verify the necessity and appropriateness of dental treatment or the application of Benefits.

Second opinions will be rendered by a licensed Dentist in a timely manner appropriate to the nature of the Enrollee's condition. Requests involving cases of imminent and serious health threat will be expedited (authorization approved or denied within 72 hours of receipt of the request, whenever possible). For assistance or additional information regarding the procedures and timeframes for second opinion authorizations, the Enrollee should contact Delta Dental's Customer Service department at 800-422-4234 or write to Delta Dental.

Second opinions will be provided at another Contract Dentist's facility, unless otherwise authorized by Delta Dental. Delta Dental will authorize a second opinion by an Out-of Network provider if an appropriately qualified Contract Dentist is not available. Delta Dental will only pay for a second opinion which Delta Dental has approved or authorized. The Enrollee will be sent a written notification should Delta Dental decide not to authorize a second opinion. If the Enrollee disagrees with this determination, the Enrollee may file a grievance with the plan or with the Department of Managed Health Care. Refer to *Article 6* for information on Enrollee Complaint Procedures.

- 4.13 If an Enrollee believes he or she has a Special Health Care Need, the Enrollee should contact Delta Dental's Customer Service department at 800-422-4234. Delta Dental will confirm whether such a Special Health Care Need exists, and what arrangements can be made to assist the Enrollee in obtaining Benefits. Delta Dental shall not be responsible for the failure of any Contract Dentist to comply with any law or regulation concerning treatment of persons with Special Health Care Needs which is applicable to the Dentist.

## ARTICLE 5. COORDINATION OF BENEFITS (COB)

5.01 This Contract provides Benefits without regard to coverage by any other group insurance policy or any other group health benefits program if the other policy or program covers services or expenses in addition to dental care. Otherwise, Benefits provided under this Contract by specialists or Out-of-Network Dentists are coordinated with such other group dental insurance policy or any group dental benefits program.

5.02 When Benefits are coordinated with another group insurance policy or group health benefits program, the determination of which policy or program is primary shall be governed by the following rules:

- 1) The policy or program covering the Enrollee as other than a dependent shall be primary over the policy or program covering the Enrollee as a dependent.
- 2) The policy or program covering a child as a dependent of a parent whose birthday occurs earlier in a calendar year shall be primary over the policy or program covering a child as a dependent of a parent whose birthday occurs later in a calendar year (except for a dependent child whose parents are separated or divorced as described in 3) below). If both parents have the same birthday, the plan that covered either of the parents longer is primary.
- 3) In the case of a dependent child whose parents are legally separated or divorced:
  - a) If the parent with custody has not remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the parent without custody.
  - b) If the parent with custody has remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the step-parent, and the policy or program covering the child as a dependent of the step-parent shall be primary over the policy or program covering the child as a dependent of the parent without custody.
  - c) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this program, and if the plan with responsibility for payment has actual knowledge of the existence of the court decree, notwithstanding 3) a) and b), the policy or program covering the child as a dependent of the parent with such financial responsibility shall be primary over any other policy or program covering the child.
- 4) If the primary policy or program cannot be determined by the rules described in 1), 2) or 3), the policy or program which has covered the Enrollee for a longer period of time shall be primary, with the following exception: A policy or program covering the Enrollee as a laid-off or retired employee or the dependent of a laid-off or retired employee shall not be primary under this rule 4) over a policy or program covering the Enrollee as an employee or the dependent of an employee. However, if the provisions of the other policy or program do not include this exception, which results in benefits under neither being primary, then this exception shall not apply.

5.03 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services which are also Benefits under this plan, and if this plan is "primary" under the rules described above, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (Cal Health & Saf Code §1374.19 (2007)).



If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, Coordination of Benefits shall not apply between that plan and other closed panel plans.

- 5.04 An Enrollee shall provide to Delta Dental, and Delta Dental may release to or obtain from any insurance company or other organization, any information about the Enrollee that is needed to administer coordination of benefits. Delta Dental shall, in its sole discretion, determine whether any reimbursement to an insurance company or other organization is warranted under these coordination of benefits provisions, and any such reimbursement paid shall be deemed to be Benefits under this Contract. Delta Dental shall have the right to recover from a Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses, the amount of any Benefits paid by Delta Dental which exceed its obligations under these coordination of benefit provisions.

## ARTICLE 6. ENROLLEE COMPLAINT PROCEDURE

- 6.01 Delta Dental shall provide notification if any dental services or claims are denied, in whole or in part, stating the specific reason or reasons for the denial. If an Enrollee has any complaint regarding eligibility, the denial of dental services or claims, the policies, procedures or operations of Delta Dental, or the quality of dental services performed by a Contract Dentist, he or she may call Delta Dental's Customer Service department at 800-422 4234, or the complaint may be addressed in writing to:

Quality Management Department  
P.O. Box 6050  
Artesia, CA 90702

Written communication must include 1) the name of the patient, 2) the name, address, telephone number and identification number of the Primary Enrollee, 3) the name of the Applicant and 4) the Dentist's name and facility location.

- 6.02 For complaints involving an adverse benefit determination (e.g. a denial, modification or termination of a requested benefit or claim) the Enrollee must file a request for review (a complaint) with Delta Dental within 180 days after receipt of the adverse determination. Delta Dental's review will take into account all information, regardless of whether such information was submitted or considered initially. The review shall be conducted by a person who is neither the individual who made the original benefit determination, nor the subordinate of such individual. Upon request and free of charge, Delta Dental will provide the Enrollee with copies of any pertinent documents that are relevant to the benefit determination, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in making the benefit determination. If the review of a denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the Contract, Delta Dental shall consult with a Dentist who has appropriate training and experience. If any consulting Dentist is involved in the review, the identity of such consulting Dentist will be available upon request.
- 6.03 Within five calendar days of the receipt of any complaint, including adverse benefit determinations as described above, the quality management coordinator will forward to the complainant an acknowledgment of receipt of the complaint. Certain complaints may require that the complainant be referred to a regional dental consultant for clinical evaluation of the dental services provided. Delta Dental will forward to the complainant a determination, in writing, within 30 days of receipt of a complaint. If the complaint involves severe pain and/or imminent and serious threat to a patient's dental health, Delta Dental will provide the Enrollee written notification regarding the disposition or pending status of the complaint within three days.
- 6.04 If the Enrollee has completed Delta Dental's grievance process, or he or she has been involved in Delta Dental's grievance procedure for more than 30 days, he or she may file a complaint with the California Department of Managed Health Care. An Enrollee may file a complaint with the Department immediately in an emergency situation, which is one involving severe pain and/or imminent and serious threat to the Enrollee's dental health.

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **800-422-4234** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR).

If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet Web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.

- 6.05 If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

## ARTICLE 7. GENERAL PROVISIONS

- 7.01 The Contract, the Contract application, and any attached schedules, appendices, endorsements and riders, constitute the entire agreement between Delta Dental and Applicant. No agent has authority to amend this Contract or waive any of its provisions. This Contract may be modified by Applicant and Delta Dental pursuant to mutual written Amendments. Amendments shall require the approval of an officer of Delta Dental and evidenced by endorsements and the formal approval of the Board of Supervisors or designee for Applicant to be effective.
- 7.02 If any portion of this Contract or any amendment thereof shall be determined by any arbitrator, court or other competent authority to be illegal, void or unenforceable, such determination shall not abrogate this Contract or any portion thereof other than such portion determined to be illegal, void or unenforceable, and all other portions of this Contract shall remain in full force and effect.
- 7.03 The parties agree that all questions regarding interpretation or enforcement of this Contract shall be governed by the laws of the State of California, where the Contract is entered into and is to be performed. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and of Chapter 1 of Division 1, of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by either of the above shall bind Delta Dental whether or not provided in this Contract.
- 7.04 Delta Dental will issue to each Primary Enrollee an evidence of coverage summarizing the Benefits to which each Enrollee is entitled. If any amendment to this Contract shall materially affect any provisions described in such evidence of coverage, new evidence of coverage booklets or riders showing the change shall be issued. Any direct conflict between the evidence of coverage and this Contract shall be resolved according to the terms most favorable to the Enrollee.
- 7.05 Both parties to this Contract agree to consult to the extent reasonably practical concerning all material published or distributed relating to this Contract. No such material shall be published or distributed which is contrary to the terms of this Contract.
- 7.06 Applicant shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. Applicant may change its representative at any time on 30 days notice to Delta Dental. Any notice under this Contract shall be sufficient if given by either Applicant or Delta Dental to the other addressed as stated on the Application of this Contract, and shall be effective 48 hours after deposit in the United States mail with postage fully prepaid. Any notice required from Delta Dental to any Enrollee may be given to Applicant's representative, who shall disseminate such notice to Enrollees by next regular communication but in no event later than 30 days after receipt thereof.
- 7.07 Delta Dental shall be excused from performance under this Contract for any period and to the extent that it is prevented from performing any services in whole or in part as a result of an act of God, war, civil disturbance, court order, or other cause beyond its control.

In the event Applicant is unable to comply with any provision of this Contract as a result of an act of God, war, civil disorders, court order or other cause beyond its control, Applicant shall not be held liable to Delta Dental for such failure to comply.

7.08 Both parties to this Contract shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security, and privacy of individually identifiable Enrollee information. Both parties agree that this Contract may be amended as necessary to comply with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, or to comply with any other enacted administrative simplification, security or privacy laws or regulations.

7.09 Public Disclosures and Meetings

Applicant is subject to applicable law on public disclosures and/or meetings, including California Public Records Act (Government Code section 6250 et seq.) and Brown Act (Government Code section 54940 et seq.). Notwithstanding any other provisions contained in this Contract, Delta Dental acknowledges and agrees: (i) any information, communications and documents given by or to the Applicant and meetings involving the Applicant may be subject to public disclosure by the Applicant pursuant to applicable law on public disclosures and/or meetings; (ii) Applicant in its sole discretion will determine whether any information, communications and documents are subject to public disclosure under applicable law on public disclosures and/or meetings; and (iii) Applicant will fully comply with the requirements of applicable law on public disclosures and/or meetings without the consent of Delta Dental.

7.10 Waiver of Default. The waiver by either party of any one or more defaults shall not be construed as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this Agreement.

7.11 Notices. Any notice required to be given under this Agreement shall be in writing and either delivered personally or by United States mail at the addresses set forth below or at such other addresses as the parties may hereafter designate:

If to Applicant:

**County of Riverside, Human Resources  
4080 Lemon Street, 1<sup>st</sup> Floor  
Riverside, CA 92501  
Attn: Stacey Beale, Human Resources Division Manager**

If to Delta Dental:

**Delta Dental of California  
17871 Park Plaza Drive, Suite 200  
Cerritos, CA 90703**

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

7.12 Venue. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

7.13 Government Claims Act. The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

- 7.14 Delta Dental Responsibility.** Delta Dental shall maintain and provide adequate records and information as reasonably necessary to properly administer the Agreement consistent with state and federal law. Such records shall be retained by Delta Dental for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.
- 7.15 Independent Contractor.** The relationship between Delta Dental and County is an independent contractor relationship. Neither Delta Dental nor its employee(s) and/or agent(s) shall be considered to be an employee(s), and/or agent(s) of County. County nor any employee(s) and/or agent(s) of County shall be considered to be an employee(s) and/or agent(s) of Delta Dental. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.
- 7.16 Invalidity and Severability.** If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is not in contravention of applicable laws without invalidating the remaining provisions hereof.
- 7.17 Limitations of Severability.** In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.
- 7.18 Time is of the Essence.** Time shall be of the essence of each and every term, obligation, and condition of this Agreement.
- 7.19 Conflict of Interest.** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.
- 7.20 Assignment.** Neither Party shall, without prior written consent of the other Party, assign any duties or rights under this Agreement. Any assignment in contravention of this paragraph shall constitute a material breach of this Agreement and shall be void.
- 7.21 Licenses.** Delta Dental shall maintain any professional licenses required by the laws of the State of California at all times while performing services under this Agreement.
- 7.22 Provision of Information.** Delta Dental shall provide County and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Delta Dental shall execute such additional verifications or documents as may be required by law or regulation.
- 7.23 Records open for Inspection.** All books, records and papers of Delta Dental or subcontractor of Delta Dental relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the County, or state and/or federal regulators, subject to applicable state and federal law governing the confidentiality of medical records. Such records shall be made available at all reasonable times upon reasonable request by County. Delta Dental or Subcontractor of Delta Dental shall maintain its books and records in accordance with general standards for books and record keeping.

## 7.24 INSURANCE AND INDEMNIFICATION

Requirements of Delta Dental. Without limiting or diminishing the Delta Dental's obligation to indemnify or hold the County harmless, Delta Dental shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

Workers' Compensation. If the Delta Dental has employees as defined by the State of California, the Delta Dental shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Delta Dental's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, Court and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability. If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Delta Dental shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, Court and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

Professional Liability Insurance. Delta Dental shall maintain Professional Liability Insurance providing coverage for the Delta Dental's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Delta Dental's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Delta Dental shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Delta Dental has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

### General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2. The Delta Dental's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Delta Dental's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. Delta Dental shall cause Delta Dental's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Delta Dental shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Delta Dental has become inadequate.
6. Delta Dental shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.



7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Delta Dental agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Indemnification. Delta Dental shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts Court and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "County's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Delta Dental, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Delta Dental shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County's Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

## ARTICLE 8. TERMINATION AND RENEWAL

- 8.01 This Contract may be terminated by Delta Dental upon Applicant's failure (i) to furnish Delta Dental with the names of eligible Enrollees as required by *Article 2*, or (ii) to pay Premiums in the amount and manner required by *Article 3*, provided Applicant has been notified of such failure and at least 15 days have elapsed since such notification.
- 8.02 Delta Dental may terminate this Contract upon 30 days written notice in the event the minimum enrollment of five Primary Enrollees is not maintained in three consecutive months at any time during a Contract Term.
- 8.03 In the event of termination of this Contract, Applicant will promptly mail a legible, true copy of termination to each Enrollee at least 15 days prior to the effective date of termination. Applicant shall provide Delta Dental with proof of such mailing and the date thereof. Termination will not occur unless the Applicant has mailed this notice at least 15 days prior to the termination date.
- 8.04 Termination at the end of a Contract Term, for any reason, shall be by at least 180 days advance written notice of termination by certified mail given by the party desiring to terminate to the other party.
- In the event that Delta Dental shall desire to change Premiums or Benefits effective at the end of any Contract Term, advice of such changes will be given to Applicant upon at least 180 days written notice. Such notice shall renew the Contract for another Contract Term at the rates and with the coverage as stated in the notice unless Applicant provides written notification to Delta Dental by certified mail on or before the date stated in the notice that Applicant does not choose to renew.
- 8.05 Acceptance by Delta Dental of the proper Premiums after termination of this Contract and without requiring a new application, shall reinstate this Contract as though it had never terminated, unless Delta Dental shall, within 30 business days of receipt of such payment, either 1) refuse the payment so made, or 2) issue to Applicant a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from this terminated Contract in Benefits, coverage or otherwise.
- 8.06 Applicant may terminate this Contract without cause upon 60 days written notice served upon the Delta Dental stating the effective date of termination.
- 8.07 Applicant may terminate this Contract if Delta Dental: (1) fails to perform its obligations in accordance with this Contract, or (2) violates any federal, state and/or local laws and regulations applicable to this Contract, provided that Delta Dental has been duly notified of such failure or such violation and at least 15 days have elapsed since the date of notification.

## ARTICLE 9. OPTIONAL CONTINUATION OF COVERAGE (COBRA)

9.01 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) and the California Continuation Benefits Replacement Act (or Cal-COBRA, pertaining to employers with two to 19 employees), both require that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." Enrollees may be entitled to continue coverage under this plan, at the Qualified Beneficiary's expense, if certain conditions are met. The period of continued coverage depends on the Qualifying Event and whether the enrollee is covered under federal COBRA or Cal-COBRA.

### 9.02 DEFINITIONS

The meaning of key terms used in this Article are shown below and apply to both federal and Cal-COBRA.

**Qualified Beneficiary means:**

- 1) Enrollees who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or
- 2) a child who is born to or placed for adoption with the Primary Enrollee during the period of continued coverage, provided such child is enrolled within 30 days of birth or placement for adoption.

**Qualifying Event** means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

- Event 1: the termination of employment (other than termination for gross misconduct), or the reduction in work hours, by the Primary Enrollee's employer;
- Event 2: the death of the Primary Enrollee;
- Event 3: divorce or legal separation from the Primary Enrollee;
- Event 4: a dependent child ceasing to meet the description of dependent child;
- Event 5: as to dependents only, a Primary Enrollee becoming entitled to Medicare.

### 9.03 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence of Qualifying Event 1.

This 18 month period can be extended for a total of 29 months, provided:

- 1) a determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and
- 2) notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify the employer/administrator within 30 days of any such determination.

If, during the 18 month continuation period resulting from Qualifying Event 1, the Primary Enrollee's dependents experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

The Primary Enrollee's dependents may continue coverage for 36 months following the month in which Qualifying Events 2, 3, 4 or 5 occur.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title 11, United States Code, benefits may be substantially reduced or eliminated for retired employees and their dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

#### 9.04 PERIODS OF CONTINUED COVERAGE UNDER CAL-COBRA (groups of 2 - 19)

In the case of Cal-COBRA, Delta Dental will act as the administrator. Notification and premium payments should be made directly to Delta Dental. Notifications and payments should be delivered by first-class mail, certified mail, or other reliable means of delivery.

Individuals who are eligible for coverage under the federal COBRA law are not eligible for coverage under Cal-COBRA. The employer must notify Delta Dental in writing within 30 days of the date when the employer becomes subject to COBRA.

Qualified Beneficiaries may continue coverage for 36 months following the month in which Qualifying Events 1, 2, 3, 4, or 5 occur.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary is determined under Title II or Title XVI of the Social Security Act to be disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continuation coverage; and notice of the determination is given to the employer during the initial period of continuation coverage and within 60 days of the date of the social security determination letter, the Qualified Beneficiary may continue coverage for a total of 36 months following the month in which Qualifying Event 1 occurs.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Qualified Beneficiary must notify the employer or administrator within 30 days of any such determination.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary experiences Qualifying Events 2, 3, 4, or 5, he or she must notify the employer within 60 days of the second qualifying event and has a total of 36 months continuation coverage after the date of the date of the first Qualifying Event.

Delta Dental shall notify the Primary Enrollee of the date his or her continued coverage will terminate. This termination notification will be sent during the 180 day period prior to the end of coverage.

#### 9.05 ELECTION OF CONTINUED COVERAGE

The Primary Enrollee's employer shall notify Delta Dental in writing within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer or the administrator in writing within 60 days of Qualifying Events 2, 3, 4, or 5, or within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer or the administrator will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer or the administrator written notice of the election to continue coverage. Failure to provide this written notice of election to the employer or the administrator within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial Premium to his or her employer or the administrator, which includes the Premium for each month since the loss of coverage. Failure to pay the required Premium within the 45 days will result in loss of the right to continued coverage, and any Premiums received after that date will be returned to the Qualified Beneficiary.

#### 9.06 CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

#### 9.07 TERMINATION OF COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occur:

- 1) the allowable number of consecutive months of continued coverage is reached;
- 2) failure to pay the required Premium in a timely manner;
- 3) the employer ceases to provide any group dental plan to its employees;
- 4) the individual moves out of the plan's service area;
- 5) the individual first obtains coverage for dental benefits, after the date of the election of continued coverage, under another group health plan (as an employee or dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such person, if that pre-existing condition is covered under this plan;
- 6) entitlement to Medicare.

The employer or Primary Enrollee shall notify Delta Dental or the administrator within 30 days of the occurrence of any of the above events. Once continued coverage terminates, it cannot be reinstated.

#### 9.08 TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person's ability to elect continuation coverage under the employer's subsequent dental plan, if any. The employer must notify the successor plan of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage under that plan.

The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the DeltaCare USA Program had such Program with the former employer not terminated. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of premium to, the new group benefit plan within 30 days of receiving notice of the termination of the DeltaCare USA Program.

#### 9.09 OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the DeltaCare USA Program.

**ARTICLE 10. ATTACHMENTS**

The following schedules are a part of this Contract:

Schedule A - Description of Benefits and Copayments

Schedule B - Limitations and Exclusions of Benefits

Schedule C - Group Variables and Premiums

Schedule D – DeltaCare USA Performance Guarantees

Schedule E – HIPAA Business Associate Agreement

Appendix A - Group Numbers

SCHEDULE A  
DESCRIPTION OF BENEFITS AND COPAYMENTS

REFER TO APPENDED SCHEDULES

SCHEDULE B  
LIMITATIONS AND EXCLUSIONS OF BENEFITS

REFER TO APPENDED SCHEDULES



SCHEDULE C

GROUP VARIABLES AND PREMIUMS

- A. Client Name: County of Riverside
- B. Group Number: See Appendix A
- C. Effective Date: January 1, 2014
- D. Contract Term: 36 Months
- E. Eligible Present Employees: As defined by the Applicant.  
Eligible New Employees: As defined by the Applicant.
- F. Premiums per Month:
- |  |       |         |
|--|-------|---------|
| Plan Type:   | CA10A |         |
| California Primary Enrollee:   |       | \$20.84 |
| California Primary Enrollee Plus<br>One Dependent Enrollee:          |       | \$31.79 |
| California Primary Enrollee Plus<br>Two or More Dependent Enrollees: |       | \$50.00 |
- G. Remit Premium Payment to: Attn: Accounts Receivable  
Delta Dental Insurance Company  
P.O. Box 677006  
Dallas, TX 75267-7006
- H. Wash Language: Employees added on or prior to the 15<sup>th</sup> of the month are payable for that month; employees added after the 15<sup>th</sup> of the month are not payable for that month. Terminations received prior to the 16<sup>th</sup> of the month are not payable for that month; terminations received on or after the 16<sup>th</sup> of the month are payable for that month.

SCHEDULE D

DeltaCare® USA Performance Guarantees

Delta Dental agrees to provide the following levels of service in the performance of its obligations under the Contract to the County of Riverside. Should the following levels of service not be met by DeltaCare USA, a penalty of 15% of the administration fee\* will be assessed and paid to the client. Any penalties will be based on annual performance results and will be issued in a form of a check from DeltaCare USA

Service Category	Expected Standards / Results	Admin Fee at Risk
<p><b>Account Management</b></p>	<p>Delta Dental will assign an Account Manager to partner with the client to meet the client's dental benefit objectives, advise the client and work on the client's behalf to optimize Delta Dental's service. Standards of service include:</p> <ul style="list-style-type: none"> <li>a) Account Manager will provide comprehensive assistance for the client in support of Delta Dental's objective of top-tier customer service. (Client Satisfaction Survey item #7).</li> <li>b) Account Manager will provide timely response and follow-up on phone calls and e-mails from the client. (Client Satisfaction Survey item #8).</li> <li>c) Account Manager will meet with the client's benefit staff as needed to meet the client's objectives and oversee the annual open enrollment process and participation in employee informational meetings. (Client Satisfaction Survey item #10).</li> <li>d) Account Manager will provide ongoing assistance with any issues escalated by designated benefits contacts. (Client Satisfaction Survey item #11).</li> </ul> <p>The client will monitor and annually evaluate Delta Dental's Account Management performance and provide feedback via a Delta Dental Client Satisfaction Survey. Pertinent questions for this guarantee are in the Account Management section of the survey, as noted above. Client satisfaction for each of the criteria above will be deemed as being met given a rating of Good, Very Good, or Excellent.</p>	<p>1%</p> <p>1%</p> <p>1%</p> <p>1%</p>
<p><b>Eligibility</b></p>	<p>95% of electronic eligibility will be loaded within three (3) business days from receipt of data. 98% of ID cards will be issued within 10 business days from the date the file is loaded.</p> <p><i>Guarantee is contingent upon receipt of data in a mutually agreed upon format.</i></p> <p>Measurement will be on a client specific basis and reported annually.</p>	<p>1%</p>

<b>Claims Turnaround</b>	<p>At least 85% of DeltaCare USA specialty claims will be processed within 15 calendar days.</p> <p><i>Claims turnaround is measured from the date of the initial receipt of the payment claim with complete information to the date the claim is processed.</i></p> <p>Measurement will be on a global basis and reported annually.</p>	<p>1%</p>
<b>Quality Management</b>	<p>a) A written response will be provided that acknowledges receipt of the grievance within five (5) calendar days for 95% of enrollees filing a grievance.</p> <p>b) 95% of all quality of care grievances will be resolved within thirty (30) days after opening grievance.</p> <p>c) All new contract dentists will be credentialed upon application and will be recredentialed, at a minimum, once every three years.</p> <p>Measurement will be on a global basis and reported annually.</p>	<p>1%</p> <p>1%</p> <p>1%</p>
<b>Customer Service Response Time</b>	<p>a) 85% of all customer calls to the DeltaCare USA Customer Service department will be answered within 30 seconds.</p> <p>b) Call abandonment rate will be less than 5%.</p> <p>Measurement will be on a global basis and reported annually.</p>	<p>1%</p> <p>1%</p>
<b>Customer Satisfaction</b>	<p>a) 85% of participants that responded to DeltaCare USA's Customer Satisfaction Survey will be satisfied or very satisfied. Overall customer satisfaction is measured by a survey distributed to a random sampling of DeltaCare USA enrollees.</p> <p>Measurement will be on a global basis and reported annually.</p>	<p>1%</p>
<b>Network Access</b>	<p>a) 85% of all facilities open to new enrollees shall have appointment access for non-specific time requests not to exceed four weeks for routine/initial visits and six weeks for hygiene appointments.</p> <p>Measurement will be on a global basis and reported annually.</p>	<p>1%</p>

<b>Network Stability</b>	a) Annual turnover of contract dentists will be less than 10%.	0.5%
	b) 85% of provider satisfaction participants will be satisfied or very satisfied. Overall provider satisfaction is measured by a survey distributed to a random sampling of DeltaCare USA providers.  Measurement will be on a global basis and reported annually.	0.5%
<b>Client Reporting</b>	Client-specific financial and utilization reports will be provided within 60 business days from the close of the established reporting period.  Measurement will be on a client-specific basis and reported annually.	1%
<b>TOTAL ADMINISTRATION AT RISK</b>		<b>15%</b>

\*Administration fee, excluding premium tax and commission

The Administrator will not incur penalties for its failure to meet the terms of these guarantees if this failure is caused by fires, acts of public enemies, acts of God, civil disturbances, labor disputes, or by any similar act or event beyond the reasonable control of the client or us.

**SCHEDULE E**

**HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and Delta Dental of California**

1 HIPAA Business Associate Agreement

2 Addendum to Contract

3 Between the County of Riverside and Delta Dental of California

4  
5 This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the  
6 DeltaCare USA Group Dental Service Contract (the "Underlying Agreement") between the County of Riverside  
7 ("County") and Delta Dental of California ("Contractor") and shall be effective as of the date the  
8 Underlying Agreement is approved by both Parties (the "Effective Date").

9 RECITALS

10 WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which  
11 the Contractor provides services to County, and in conjunction with the provision of such services  
12 certain protected health information ("PHI") and/or certain electronic protected health information  
13 ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its  
14 obligations under the Underlying Agreement; and,

15 WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996  
16 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for  
17 Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of  
18 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated  
19 subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or  
20 disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

21 WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

22 WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates,  
23 receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business  
24 associate, as defined in the Privacy Rule; and,

25 WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule  
26 and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to  
27 the covered entity, the additional security and privacy requirements of HITECH are applicable to  
28 business associates and must be incorporated into the business associate agreement, and a business  
29 associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy  
30 provisions; and,

31 WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in  
32 compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

33 WHEREAS, the parties intend to enter into this Addendum to address the requirements and  
34 obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to  
35 Contractor as a business associate of County, including the establishment of permitted and required uses  
36 and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing  
37 functions, services and activities on behalf of County, and appropriate limitations and conditions on such  
38 uses and disclosures;

1 NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein,  
2 the parties agree as follows:

3 1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning  
4 as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from  
5 time to time.

6 A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of  
7 PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the  
8 security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

9 (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or  
10 disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to  
11 be a breach unless Contractor demonstrates that there is a low probability that the PHI has  
12 been compromised based on a risk assessment of at least the following four factors:  
13

14 (a) The nature and extent of the PHI involved, including the types of identifiers and the  
15 likelihood of re-identification;

16 (b) The unauthorized person who used the PHI or to whom the disclosure was made;

17 (c) Whether the PHI was actually acquired or viewed; and

18 (d) The extent to which the risk to the PHI has been mitigated.

19 (2) Breach excludes:  
20

21 (a) Any unintentional acquisition, access or use of PHI by a workforce member or person  
22 acting under the authority of a covered entity or business associate, if such acquisition,  
23 access or use was made in good faith and within the scope of authority and does not  
24 result in further use or disclosure in a manner not permitted under subpart E of the  
25 Privacy Rule.  
26

27 (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered  
28 entity or business associate to another person authorized to access PHI at the same  
29 covered entity, business associate, or organized health care arrangement in which  
30 County participates, and the information received as a result of such disclosure is not  
31 further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.  
32

33 (c) A disclosure of PHI where a covered entity or business associate has a good faith belief  
34 that an unauthorized person to whom the disclosure was made would not reasonably  
35 have been able to retain such information.

36 B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not  
37 limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf  
38 of the business associate.

39 C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- 1 D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by  
2 or for a covered entity that may include: the medical records and billing records about  
3 individuals maintained by or for a covered health care provider; the enrollment, payment, claims  
4 adjudication, and case or medical management record systems maintained by or for a health  
5 plan; or, used, in whole or in part, by or for the covered entity to make decisions about  
6 individuals.
- 7 E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means  
8 protected health information transmitted by or maintained in electronic media.
- 9 F. "Electronic health record" means an electronic record of health-related information on an  
10 individual that is created, gathered, managed, and consulted by authorized health care clinicians  
11 and staff, and shall have the meaning given such term in 42 USC §17921(5).
- 12 G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- 13 H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected  
14 health information.
- 15 I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership,  
16 corporation, professional association or corporation, or other entity, public or private.
- 17 J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A  
18 and E.
- 19 K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103,  
20 which includes ePHI.
- 21 L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- 22 M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services  
23 ("HHS").
- 24 N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful  
25 unauthorized access, use, disclosure, modification, or destruction of information or interference  
26 with system operations in an information system.
- 27 O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts  
28 A and C.
- 29 P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate  
30 delegates a function, activity, or service, other than in the capacity of a member of the workforce  
31 of such business associate.
- 32 Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402  
33 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons  
34 through use of a technology or methodology specified by the Secretary in the guidance issued  
35 under 42 USC §17932(h)(2).



1    2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

2    A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI  
3    and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying  
4    Agreement or to perform functions, activities or services for, or on behalf of, County as specified  
5    in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule  
6    and/or Security Rule.

7    B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or  
8    authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2),  
9    Contractor may:

10    (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration  
11    and to carry out its legal responsibilities; and,

12    (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and  
13    administration or to carry out its legal responsibilities, only if:

14    (a) The disclosure is required by law; or,

15    (b) Contractor obtains reasonable assurances, in writing, from the person to whom  
16    Contractor will disclose such PHI and/or ePHI that the person will:

17    (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the  
18    purpose for which Contractor disclosed it to the person, or as required by law; and,

19    (ii) Notify Contractor of any instances of which it becomes aware in which the  
20    confidentiality of the information has been breached; and,

21    (3) Use PHI to provide data aggregation services relating to the health care operations of County  
22    pursuant to the Underlying Agreement or as requested by County; and,

23    (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum  
24    provided that the de-identification conforms to the requirements of the Privacy Rule and/or  
25    Security Rule and does not preclude timely payment and/or claims processing and receipt.

26    C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or  
27    regulations are more stringent in their requirements than the provisions of HIPAA, including,  
28    but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the  
29    applicable state and/or federal laws and/or regulations shall control the disclosure of records.

30    3. **Prohibited Uses and Disclosures.**

31    A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by  
32    the Underlying Agreement or this Addendum without patient authorization or de-identification  
33    of the PHI and/or ePHI and as authorized in writing from County.

34    B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or  
35    from another business associate of County, except as permitted or required by this Addendum, or  
36    as required by law.

1 C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be  
2 prohibited from making.

3 D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security  
4 Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936.  
5 Contractor agrees:

6 (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and  
7 only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45  
8 CFR §164.508;

9 (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to  
10 the Underlying Agreement and only if permitted by and in compliance with the requirements  
11 of 45 CFR §164.508(a)(3);

12 (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of  
13 carrying out payment or health care operations, if the individual has requested this restriction  
14 pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for  
15 the health care item or service to which the PHI solely relates; and,

16 (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act  
17 that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted  
18 by the Underlying Agreement and in compliance with the requirements of a valid  
19 authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by  
20 County to Contractor for services provided pursuant to the Underlying Agreement.

21 4. **Obligations of County.**

22 A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions  
23 on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's  
24 ability to perform its obligations under the Underlying Agreement, or this Addendum.

25 B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in,  
26 or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such  
27 changes or revocation may affect Contractor's ability to perform its obligations under the  
28 Underlying Agreement, or this Addendum.

29 C. County agrees to make its best efforts to promptly notify Contractor in writing of any known  
30 limitation(s) in its notice of privacy practices to the extent that such limitation may affect  
31 Contractor's use or disclosure of PHI and/or ePHI.

32 D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that  
33 would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

34 E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or  
35 ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying  
36 Agreement.

- 1 5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI,  
2 Contractor agrees to:
- 3 A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of  
4 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that  
5 are applicable to covered entities in HITECH, as may be amended from time to time.
- 6 B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this  
7 Addendum or as required by law. Contractor shall promptly notify County if Contractor is  
8 required by law to disclose PHI and/or ePHI.
- 9 C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to  
10 ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this  
11 Addendum.
- 12 D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or  
13 disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- 14 E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum  
15 or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which  
16 Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR  
17 §164.410.
- 18 F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create,  
19 receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to  
20 the same restrictions and conditions that apply to Contractor with respect to such PHI and/or  
21 ePHI, including the restrictions and conditions pursuant to this Addendum.
- 22 G. Make available to County or the Secretary, in the time and manner designated by County or  
23 Secretary, Contractor's internal practices, books and records relating to the use, disclosure and  
24 privacy protection of PHI received from County, or created or received by Contractor on behalf  
25 of County, for purposes of determining, investigating or auditing Contractor's and/or County's  
26 compliance with the Privacy Rule.
- 27 H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended  
28 purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR  
29 §164.502(b)(1).
- 30 I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice  
31 or qualified protective order in response to a third party's subpoena, discovery request, or other  
32 lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon  
33 Contractor's receipt of such request from a third party.
- 34 J. Not require an individual to provide patient authorization for use or disclosure of PHI as a  
35 condition for treatment, payment, enrollment in any health plan (including the health plan  
36 administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR  
37 §164.508(b)(4) and authorized in writing by County.
- 38 K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use,  
39 disclosure, or access of PHI and/or ePHI.

1 L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and  
2 HITECH, as may be amended from time to time.

3 M. Comply with the requirements of the Privacy Rule that apply to the County to the extent  
4 Contractor is to carry out County's obligations under the Privacy Rule.

5 N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of  
6 which Contractor becomes aware that constitute a material breach or violation of the  
7 subcontractor's obligations under the business associate contract with Contractor, and if such  
8 steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if  
9 feasible.

10 6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

11 A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained  
12 electronically, in a designated record set to County or an individual as directed by County, within  
13 five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

14 B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI  
15 in a designated record set County directs or agrees to at the request of an individual, within  
16 fifteen (15) days of receiving a written request from County, in accordance with 45 CFR  
17 §164.526.

18 C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its  
19 obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where  
20 applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains  
21 electronic health records. Contractor shall:

22 (1) Document such disclosures of PHI and/or electronic health records, and information related  
23 to such disclosures, as would be required for County to respond to a request by an individual  
24 for an accounting of disclosures of PHI and/or electronic health record in accordance with 45  
25 CFR §164.528.

26 (2) Within fifteen (15) days of receiving a written request from County, provide to County or  
27 any individual as directed by County information collected in accordance with this section to  
28 permit County to respond to a request by an individual for an accounting of disclosures of  
29 PHI and/or electronic health record.

30 (3) Make available for County information required by this Section 6.C for six (6) years  
31 preceding the individual's request for accounting of disclosures of PHI, and for three (3)  
32 years preceding the individual's request for accounting of disclosures of electronic health  
33 record.

34 7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create,  
35 receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and  
36 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

37 A. Comply with the applicable requirements of the Security Rule, and implement administrative,  
38 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,  
39 integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on  
40 behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- 1 B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of  
2 policies, procedures and documentation requirements with respect to ePHI;
- 3 C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- 4 D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or  
5 required under the Privacy Rule;
- 6 E. Ensure compliance with the Security Rule by Contractor's workforce;
- 7 F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive,  
8 maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same  
9 restrictions and requirements contained in this Addendum and comply with the applicable  
10 requirements of the Security Rule;
- 11 G. Report to County any security incident of which Contractor becomes aware, including breaches  
12 of unsecured PHI as required by 45 CFR §164.410; and,
- 13 H. Comply with any additional security requirements that are applicable to covered entities in Title  
14 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time,  
15 including but not limited to HITECH.
- 16 8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with  
17 the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not  
18 limited to 45 CFR §164.410.
- 19 A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor  
20 shall notify County in writing of such breach without unreasonable delay and in no case later  
21 than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 22 (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the  
23 first day on which such breach is known to Contractor or, by exercising reasonable diligence,  
24 would have been known to Contractor, which includes any person, other than the person  
25 committing the breach, who is an employee, officer, or other agent of Contractor (determined  
26 in accordance with the federal common law of agency).
- 27 (2) **Content of notification.** The written notification to County relating to breach of unsecured  
28 PHI shall include, to the extent possible, the following information if known (or can be  
29 reasonably obtained) by Contractor:
- 30 (a) The identification of each individual whose unsecured PHI has been, or is reasonably  
31 believed by Contractor to have been accessed, acquired, used or disclosed during the  
32 breach;
- 33 (b) A brief description of what happened, including the date of the breach and the date of the  
34 discovery of the breach, if known;
- 35 (c) A description of the types of unsecured PHI involved in the breach, such as whether full  
36 name, social security number, date of birth, home address, account number, diagnosis,  
37 disability code, or other types of information were involved;

1 (d) Any steps individuals should take to protect themselves from potential harm resulting  
2 from the breach;

3 (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm  
4 to individuals, and to protect against any further breaches; and,

5 (f) Contact procedures for individuals to ask questions or learn additional information, which  
6 shall include a toll-free telephone number, an e-mail address, web site, or postal address.

7 **B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor  
8 shall cooperate with County and shall provide County with any information requested by County  
9 to enable County to fulfill in a timely manner its own reporting and notification obligations,  
10 including but not limited to providing notice to individuals, prominent media outlets and the  
11 Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

12 **C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals,  
13 Contractor shall maintain a log or other documentation of such breaches and provide such log or  
14 other documentation on an annual basis to County not later than fifteen (15) days after the end of  
15 each calendar year for submission to the Secretary.

16 **D. Delay of notification authorized by law enforcement.** If Contractor delays notification of  
17 breach of unsecured PHI pursuant to a law enforcement official's statement that required  
18 notification, notice or posting would impede a criminal investigation or cause damage to national  
19 security, Contractor shall maintain documentation sufficient to demonstrate its compliance with  
20 the requirements of 45 CFR §164.412.

21 **E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the  
22 Contractor's failure to comply with one or more of its obligations under this Addendum and/or  
23 the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to  
24 pay any and all costs associated with providing all legally required notifications to individuals,  
25 media outlets, and the Secretary. This provision shall not be construed to limit or diminish  
26 Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this  
27 Addendum.

28 **F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of  
29 PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to  
30 demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164,  
31 Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's  
32 completed risk assessment and investigation documentation.

33 **G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only  
34 if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or  
35 hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical  
36 information under the more stringent requirements of California Health & Safety Code §1280.15.  
37 For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California  
38 Health & Safety Code §1280.15(j)(2).

39 (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and  
40 to the California Department of Public Health ("CDPH") in a timely manner under the  
41 California Health & Safety Code §1280.15.

1 (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure  
2 of patient's medical information without unreasonable delay and no later than two (2)  
3 business days after Contractor detects such incident. Contractor further agrees such report  
4 shall be made in writing, and shall include substantially the same types of information listed  
5 above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or  
6 unauthorized access, use, or disclosure as defined above in this section, understanding and  
7 acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California  
8 Health & Safety Code §1280.15.

9 **9. Hold Harmless/Indemnification.**

10 A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special  
11 Districts and Departments of County, their respective directors, officers, Board of Supervisors,  
12 elected and appointed officials, employees, agents and representatives from any liability  
13 whatsoever, based or asserted upon any services of Contractor, its officers, employees,  
14 subcontractors, agents or representatives arising out of or in any way relating to this Addendum,  
15 including but not limited to property damage, bodily injury, death, or any other element of any  
16 kind or nature whatsoever arising from the performance of Contractor, its officers, agents,  
17 employees, subcontractors, agents or representatives from this Addendum. Contractor shall  
18 defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of  
19 investigation, defense and settlements or awards, of County, all Agencies, Districts, Special  
20 Districts and Departments of County, their respective directors, officers, Board of Supervisors,  
21 elected and appointed officials, employees, agents or representatives in any claim or action based  
22 upon such alleged acts or omissions.

23 B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor  
24 shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of  
25 County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or  
26 compromise any such action or claim without the prior consent of County; provided, however,  
27 that any such adjustment, settlement or compromise in no manner whatsoever limits or  
28 circumscribes Contractor's indemnification to County as set forth herein. Contractor's  
29 obligation to defend, indemnify and hold harmless County shall be subject to County having  
30 given Contractor written notice within a reasonable period of time of the claim or of the  
31 commencement of the related action, as the case may be, and information and reasonable  
32 assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation  
33 hereunder shall be satisfied when Contractor has provided to County the appropriate form of  
34 dismissal relieving County from any liability for the action or claim involved.

35 C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in  
36 no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County  
37 herein from third party claims arising from issues of this Addendum.

38 D. In the event there is conflict between this clause and California Civil Code §2782, this clause  
39 shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the  
40 Contractor from indemnifying County to the fullest extent allowed by law.

41 E. In the event there is a conflict between this indemnification clause and an indemnification clause  
42 contained in the Underlying Agreement of this Addendum, this indemnification shall only apply  
43 to the subject issues included within this Addendum.

1 10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI  
2 and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of  
3 County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI,  
4 protections are extended to such information, in accordance with section 11.B of this Addendum.

5 11. **Termination.**

6 A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either  
7 party shall constitute a material breach of the Underlying Agreement and will provide grounds  
8 for terminating this Addendum and the Underlying Agreement with or without an opportunity to  
9 cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary.  
10 Either party, upon written notice to the other party describing the breach, may take any of the  
11 following actions:

12 (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other  
13 party breaches a material provision of this Addendum.

14 (2) Provide the other party with an opportunity to cure the alleged material breach and in the  
15 event the other party fails to cure the breach to the satisfaction of the non-breaching party in  
16 a timely manner, the non-breaching party has the right to immediately terminate the  
17 Underlying Agreement and this Addendum.

18 (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the  
19 request of the non-breaching party, shall implement, at its own expense, a plan to cure the  
20 breach and report regularly on its compliance with such plan to the non-breaching party.

21 B. **Effect of Termination.**

22 (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in  
23 writing by County, destroy all PHI and/or ePHI received from County, or created or received  
24 by the Contractor on behalf of County, and, in the event of destruction, Contractor shall  
25 certify such destruction, in writing, to County. This provision shall apply to all PHI and/or  
26 ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall  
27 retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this  
28 section.

29 (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is  
30 not feasible, Contractor shall provide written notification to County of the conditions that  
31 make such return or destruction not feasible. Upon determination by Contractor that return  
32 or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of  
33 this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI  
34 and/or ePHI to those purposes which make the return or destruction not feasible, for so long  
35 as Contractor maintains such PHI and/or ePHI.

36 12. **General Provisions.**

37 A. **Retention Period.** Whenever Contractor is required to document or maintain documentation  
38 pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years  
39 from the date of its creation or as otherwise prescribed by law, whichever is later.



1 B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum  
2 from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security  
3 Rule, and HIPAA generally.

4 C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this  
5 Addendum shall survive the termination or expiration of this Addendum.

6 D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH,  
7 HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

8 E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying  
9 Agreement that conflict or appear inconsistent with any provision in this Addendum.

10 F. **Interpretation of Addendum.**

11 (1) This Addendum shall be construed to be part of the Underlying Agreement as one document.  
12 The purpose is to supplement the Underlying Agreement to include the requirements of the  
13 Privacy Rule, Security Rule, HIPAA and HITECH.

14 (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to  
15 permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH  
16 generally.

17 G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to  
18 the terms of this Addendum shall be made in writing and delivered to the County both by fax and  
19 to both of the addresses listed below by either registered or certified mail return receipt requested  
20 or guaranteed overnight mail with tracing capability, or at such other address as County may  
21 hereafter designate. All notices to County provided by Contractor pursuant to this Section shall  
22 be deemed given or made when received by County.

23 County HIPAA Privacy Officer: HIPAA Privacy Manager  
24 County HIPAA Privacy Officer Address: P.O. Box 1569  
25 Riverside, CA 92502  
26 County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

27 ----- **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** -----

28 County Departmental Officer: \_\_\_\_\_  
29 County Departmental Officer Title: \_\_\_\_\_  
30 County Department Address: \_\_\_\_\_  
31 County Department Fax Number: \_\_\_\_\_

APPENDIX A

<u>Group #</u>	<u>Group Name</u>	<u>Plan</u>
6482-0501	County of Riverside – High CA	CA10A
6482-0505	County of Riverside - Retirees High CA	CA10A
6482-0506	County of Riverside - COBRA High CA	CA10A

## SCHEDULE A

### Description of Benefits and Copayments

The benefits shown below are performed as deemed appropriate by the attending Contract Dentist subject to the limitations and exclusions of the program. Please refer to *Schedule B* for further clarification of benefits. **Enrollees should discuss all treatment options with their Contract Dentist prior to services being rendered.**

**Text that appears in italics below is specifically intended to clarify the delivery of benefits under the DeltaCare USA program and is not to be interpreted as CDT-2014 procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association. The American Dental Association may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>ENROLLEE PAYS</u>
<b>D0100-D0999 I. DIAGNOSTIC</b>		
D0120	Periodic oral evaluation - established patient .....	No Cost
D0140	Limited oral evaluation - problem focused .....	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver .....	No Cost
D0150	Comprehensive oral evaluation - new or established patient .....	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report .....	No Cost
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit) .....	No Cost
D0180	Comprehensive periodontal evaluation - new or established patient .....	No Cost
D0190	Screening of a patient .....	No Cost
D0191	Assessment of a patient .....	No Cost
D0210	Intraoral - complete series of radiographic images - <i>limited to 1 series every 24 months</i> .....	No Cost
D0220	Intraoral - periapical first radiographic image .....	No Cost
D0230	Intraoral - periapical each additional radiographic image .....	No Cost
D0240	Intraoral - occlusal radiographic image .....	No Cost
D0250	Extraoral - first radiographic image .....	No Cost
D0260	Extraoral - each additional radiographic image .....	No Cost
D0270	Bitewing - single radiographic image .....	No Cost
D0272	Bitewings - two radiographic images .....	No Cost
D0273	Bitewings three radiographic images .....	No Cost
D0274	Bitewings - four radiographic images - <i>limited to 1 series every 6 months</i> .....	No Cost
D0277	Vertical bitewings - 7 to 8 radiographic images .....	No Cost
D0330	Panoramic radiographic image .....	No Cost
D0415	Collection of microorganisms for culture and sensitivity .....	No Cost
D0425	Caries susceptibility tests .....	No Cost
D0460	Pulp vitality tests .....	No Cost
D0470	Diagnostic casts .....	No Cost
D0472	Accession of tissue, gross examination, preparation and transmission of written report .....	No Cost
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report .....	No Cost

D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report .....	No Cost
D0601	Caries risk assessment and documentation, with a finding of low risk .....	No Cost
D0602	Caries risk assessment and documentation, with a finding of moderate risk .....	No Cost
D0603	Caries risk assessment and documentation, with a finding of high risk .....	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i> .....	No Cost

**D1000-D1999 II. PREVENTIVE**

D1110	Prophylaxis <i>cleaning</i> - adult - 1 per 6 month period .....	No Cost
D1110	<i>Additional prophylaxis cleaning</i> - adult (within the 6 month period) .....	\$45.00
D1120	Prophylaxis <i>cleaning</i> - child - 1 per 6 month period .....	No Cost
D1120	<i>Additional prophylaxis cleaning</i> - child (within the 6 month period) .....	\$35.00
D1206	Topical application of fluoride varnish - <i>child to age 19; 1 per 6 month period</i> .....	No Cost
D1208	Topical application of fluoride - <i>child to age 19; 1 per 6 month period</i> .....	No Cost
D1310	Nutritional counseling for control of dental disease .....	No Cost
D1330	Oral hygiene instructions .....	No Cost
D1351	Sealant - per tooth - <i>limited to permanent molars through age 15</i> .....	\$5.00
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth - <i>limited to permanent molars through age 15</i> .....	\$5.00
D1510	Space maintainer - fixed - unilateral .....	\$10.00
D1515	Space maintainer - fixed - bilateral .....	\$10.00
D1520	Space maintainer - removable - unilateral .....	\$10.00
D1525	Space maintainer - removable - bilateral .....	\$10.00
D1550	Re-cementation of space maintainer .....	No Cost
D1555	Removal of fixed space maintainer .....	No Cost

**D2000-D2999 III. RESTORATIVE**

- *Includes polishing, all adhesives and bonding agents, indirect pulp capping, bases, liners and acid etch procedures.*

- *When there are more than six crowns in the same treatment plan, an Enrollee may be charged an additional \$100.00 per crown, beyond the 6th unit.*

- *Replacement of crowns, inlays and onlays requires the existing restoration to be 5+ years old.*

D2140	Amalgam - one surface, primary or permanent .....	No Cost
D2150	Amalgam - two surfaces, primary or permanent .....	No Cost
D2160	Amalgam - three surfaces, primary or permanent .....	No Cost
D2161	Amalgam - four or more surfaces, primary or permanent .....	No Cost
D2330	Resin-based composite - one surface, anterior .....	No Cost
D2331	Resin-based composite - two surfaces, anterior .....	No Cost
D2332	Resin-based composite - three surfaces, anterior .....	No Cost
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior) .	No Cost
D2390	Resin-based composite crown, anterior .....	No Cost
D2391	Resin-based composite - one surface, posterior .....	\$45.00
D2392	Resin-based composite - two surfaces, posterior .....	\$55.00
D2393	Resin-based composite - three surfaces, posterior .....	\$65.00
D2394	Resin-based composite - four or more surfaces, posterior .....	\$75.00
D2510	Inlay - metallic - one surface .....	No Cost
D2520	Inlay - metallic - two surfaces .....	No Cost
D2530	Inlay - metallic - three or more surfaces .....	No Cost
D2542	Onlay - metallic - two surfaces .....	No Cost
D2543	Onlay - metallic - three surfaces .....	No Cost
D2544	Onlay - metallic - four or more surfaces .....	No Cost

D2610	Inlay - porcelain/ceramic - one surface .....	\$135.00
D2620	Inlay - porcelain/ceramic - two surfaces .....	\$150.00
D2630	Inlay - porcelain/ceramic - three or more surfaces .....	\$160.00
D2642	Onlay - porcelain/ceramic - two surfaces .....	\$150.00
D2643	Onlay - porcelain/ceramic - three surfaces .....	\$165.00
D2644	Onlay - porcelain/ceramic - four or more surfaces .....	\$175.00
D2650	Inlay - resin-based composite - one surface .....	\$85.00
D2651	Inlay - resin-based composite - two surfaces .....	\$95.00
D2652	Inlay - resin-based composite - three or more surfaces .....	\$115.00
D2662	Onlay - resin-based composite - two surfaces .....	\$110.00
D2663	Onlay - resin-based composite - three surfaces .....	\$120.00
D2664	Onlay - resin-based composite - four or more surfaces .....	\$145.00
D2710	Crown - resin-based composite (indirect) .....	\$35.00
D2712	Crown - ¾ resin-based composite (indirect) .....	\$35.00
D2720	Crown - resin with high noble metal .....	\$155.00
D2721	Crown - resin with predominantly base metal .....	\$55.00
D2722	Crown - resin with noble metal .....	\$95.00
D2740	Crown - porcelain/ceramic substrate .....	\$195.00
D2750	Crown - porcelain fused to high noble metal .....	\$195.00
D2751	Crown - porcelain fused to predominantly base metal .....	\$95.00
D2752	Crown - porcelain fused to noble metal .....	\$135.00
D2780	Crown - ¾ cast high noble metal .....	\$170.00
D2781	Crown - ¾ cast predominantly base metal .....	\$70.00
D2782	Crown - ¾ cast noble metal .....	\$110.00
D2783	Crown - ¾ porcelain/ceramic .....	\$195.00
D2790	Crown - full cast high noble metal .....	\$170.00
D2791	Crown - full cast predominantly base metal .....	\$70.00
D2792	Crown - full cast noble metal .....	\$110.00
D2794	Crown - titanium .....	\$195.00
D2910	Recement inlay, onlay or partial coverage restoration .....	No Cost
D2915	Recement cast or prefabricated post and core .....	No Cost
D2920	Recement crown .....	No Cost
D2921	Reattachment of tooth fragment, incisal edge or cusp ( <i>anterior</i> ) .....	No Cost
D2929	Prefabricated porcelain/ceramic crown - primary tooth - <i>anterior primary tooth</i> .....	\$10.00
D2930	Prefabricated stainless steel crown - primary tooth .....	No Cost
D2931	Prefabricated stainless steel crown - permanent tooth .....	No Cost
D2932	Prefabricated resin crown - <i>anterior primary tooth</i> .....	\$15.00
D2933	Prefabricated stainless steel crown with resin window - <i>anterior primary tooth</i> .....	\$10.00
D2940	Protective restoration .....	No Cost
D2941	Interim therapeutic restoration - primary dentition .....	No Cost
D2949	Restorative foundation for an indirect restoration .....	No Cost
D2950	Core buildup, including any pins when required .....	No Cost
D2951	Pin retention - per tooth, in addition to restoration .....	No Cost
D2952	Post and core in addition to crown, indirectly fabricated - <i>includes canal preparation</i> .....	No Cost
D2953	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i> .....	No Cost
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i> .....	No Cost
D2957	Each additional prefabricated post - same tooth - <i>base metal post; includes canal preparation</i> .....	No Cost
D2970	Temporary crown (fractured tooth) - <i>palliative treatment only</i> .....	\$5.00
D2971	Additional procedures to construct new crown under existing partial denture framework .....	\$19.00

D2980	Crown repair necessitated by restorative material failure .....	\$10.00
D2981	Inlay repair necessitated by restorative material failure .....	\$10.00
D2982	Onlay repair necessitated by restorative material failure .....	\$10.00
D2990	Resin infiltration of incipient smooth surface lesions - <i>limited to permanent molars through age 15</i> .....	\$5.00

**D3000-D3999 IV. ENDODONTICS**

D3110	Pulp cap - direct (excluding final restoration) .....	No Cost
D3120	Pulp cap - indirect (excluding final restoration) .....	No Cost
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament .....	No Cost
D3221	Pulpal debridement, primary and permanent teeth .....	\$5.00
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development .....	No Cost
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration) .....	\$5.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration) .....	\$5.00
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration) .....	\$45.00
D3320	<i>Root canal</i> - endodontic therapy, bicuspid tooth (excluding final restoration) .....	\$90.00
D3330	<i>Root canal</i> - endodontic therapy, molar (excluding final restoration) .....	\$205.00
D3331	Treatment of root canal obstruction; non-surgical access .....	\$45.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth .....	\$45.00
D3333	Internal root repair of perforation defects .....	\$45.00
D3346	Retreatment of previous root canal therapy - anterior .....	\$60.00
D3347	Retreatment of previous root canal therapy - bicuspid .....	\$105.00
D3348	Retreatment of previous root canal therapy - molar .....	\$220.00
D3351	Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.) .....	\$70.00
D3352	Apexification/recalcification - interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.) .....	\$45.00
D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.) .....	\$45.00
D3410	Apicoectomy - anterior .....	No Cost
D3421	Apicoectomy - bicuspid (first root) .....	No Cost
D3425	Apicoectomy - molar (first root) .....	No Cost
D3426	Apicoectomy (each additional root) .....	No Cost
D3427	Periradicular surgery without apicoectomy .....	No Cost
D3430	Retrograde filling - per root .....	No Cost
D3450	Root amputation, per root .....	No Cost
D3920	Hemisection (including any root removal), not including root canal therapy .....	No Cost

**D4000-D4999 V. PERIODONTICS**

- *Includes preoperative and postoperative evaluations and treatment under a local anesthetic.*

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant .....	\$80.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant .....	\$50.00
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth .	\$50.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant .....	\$80.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant .....	\$50.00
D4245	Apically positioned flap .....	\$75.00

D4249	Clinical crown lengthening - hard tissue .....	\$75.00
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant .....	\$175.00
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant .....	\$140.00
D4263	Bone replacement graft - first site in quadrant .....	\$195.00
D4264	Bone replacement graft - each additional site in quadrant .....	\$60.00
D4270	Pedicle soft tissue graft procedure .....	\$195.00
D4274	Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area) .....	\$45.00
D4277	Free soft tissue graft procedure (including donor site surgery), first tooth or edentulous tooth position in graft .....	\$195.00
D4278	Free soft tissue graft procedure (including donor site surgery), each additional contiguous tooth or edentulous tooth position in same graft site .....	\$195.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i> .....	No Cost
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i> .....	No Cost
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis - <i>limited to 1 treatment in any 12 consecutive months</i> .....	No Cost
D4910	Periodontal maintenance - <i>limited to 1 treatment each 6 month period</i> .....	No Cost
D4910	<i>Additional periodontal maintenance (within the 6 month period)</i> .....	\$55.00
D4921	Gingival irrigation - per quadrant .....	No Cost

**D5000-D5899 VI. PROSTHODONTICS (removable)**

- For all listed dentures and partial dentures, Copayment includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement. The Enrollee must continue to be eligible, and the service must be provided at the Contract Dentist's facility where the denture was originally delivered.

- Rebases, relines and tissue conditioning are limited to 1 per denture during any 12 consecutive months.

- Replacement of a denture or a partial denture requires the existing denture to be 5+ years old.

D5110	Complete denture - maxillary .....	\$100.00
D5120	Complete denture - mandibular .....	\$100.00
D5130	Immediate denture - maxillary .....	\$120.00
D5140	Immediate denture - mandibular .....	\$120.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth) .....	\$80.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth) .....	\$80.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) .....	\$120.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) .....	\$120.00
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth) .....	\$170.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth) .....	\$170.00
D5410	Adjust complete denture - maxillary .....	No Cost
D5411	Adjust complete denture - mandibular .....	No Cost
D5421	Adjust partial denture - maxillary .....	No Cost
D5422	Adjust partial denture - mandibular .....	No Cost
D5510	Repair broken complete denture base .....	\$15.00
D5520	Replace missing or broken teeth - complete denture (each tooth) .....	\$5.00
D5610	Repair resin denture base .....	\$15.00
D5620	Repair cast framework .....	\$15.00
D5630	Repair or replace broken clasp .....	\$15.00

D5640	Replace broken teeth - per tooth .....	\$5.00
D5650	Add tooth to existing partial denture .....	\$5.00
D5660	Add clasp to existing partial denture .....	\$5.00
D5670	Replace all teeth and acrylic on cast metal framework (maxillary) .....	\$75.00
D5671	Replace all teeth and acrylic on cast metal framework (mandibular) .....	\$75.00
D5710	Rebase complete maxillary denture .....	\$35.00
D5711	Rebase complete mandibular denture .....	\$35.00
D5720	Rebase maxillary partial denture .....	\$35.00
D5721	Rebase mandibular partial denture .....	\$35.00
D5730	Reline complete maxillary denture (chairside) .....	No Cost
D5731	Reline complete mandibular denture (chairside) .....	No Cost
D5740	Reline maxillary partial denture (chairside) .....	No Cost
D5741	Reline mandibular partial denture (chairside) .....	No Cost
D5750	Reline complete maxillary denture (laboratory) .....	\$35.00
D5751	Reline complete mandibular denture (laboratory) .....	\$35.00
D5760	Reline maxillary partial denture (laboratory) .....	\$35.00
D5761	Reline mandibular partial denture (laboratory) .....	\$35.00
D5820	Interim partial denture (maxillary) - <i>limited to 1 in any 12 consecutive months</i> .....	\$45.00
D5821	Interim partial denture (mandibular) - <i>limited to 1 in any 12 consecutive months</i> .....	\$45.00
D5850	Tissue conditioning, maxillary .....	No Cost
D5851	Tissue conditioning, mandibular .....	No Cost

**D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered**

**D6000-D6199 VIII. IMPLANT SERVICES - Not Covered**

**D6200-D6999 IX. PROSTHODONTICS, fixed (each retainer and each pontic constitutes a unit in a fixed partial denture [bridge])**

- When a crown and/or pontic exceeds six units in the same treatment plan, an Enrollee may be charged an additional \$100.00 per unit, beyond the 6th unit.

- Replacement of a crown, pontic, inlay, onlay or stress breaker requires the existing bridge to be 5+ years old.

D6210	Pontic - cast high noble metal .....	\$170.00
D6211	Pontic - cast predominantly base metal .....	\$70.00
D6212	Pontic - cast noble metal .....	\$110.00
D6240	Pontic - porcelain fused to high noble metal .....	\$195.00
D6241	Pontic - porcelain fused to predominantly base metal .....	\$95.00
D6242	Pontic - porcelain fused to noble metal .....	\$135.00
D6245	Pontic - porcelain/ceramic .....	\$195.00
D6250	Pontic - resin with high noble metal .....	\$155.00
D6251	Pontic - resin with predominantly base metal .....	\$55.00
D6252	Pontic - resin with noble metal .....	\$95.00
D6600	Inlay - porcelain/ceramic, two surfaces .....	\$150.00
D6601	Inlay - porcelain/ceramic, three or more surfaces .....	\$160.00
D6602	Inlay - cast high noble metal, two surfaces .....	\$100.00
D6603	Inlay - cast high noble metal, three or more surfaces .....	\$100.00
D6604	Inlay - cast predominantly base metal, two surfaces .....	No Cost
D6605	Inlay - cast predominantly base metal, three or more surfaces .....	No Cost
D6606	Inlay - cast noble metal, two surfaces .....	\$40.00
D6607	Inlay - cast noble metal, three or more surfaces .....	\$40.00
D6608	Onlay - porcelain/ceramic, two surfaces .....	\$150.00
D6609	Onlay - porcelain/ceramic, three or more surfaces .....	\$165.00



D6610	Onlay - cast high noble metal, two surfaces .....	\$100.00
D6611	Onlay - cast high noble metal, three or more surfaces .....	\$100.00
D6612	Onlay - cast predominantly base metal, two surfaces .....	No Cost
D6613	Onlay - cast predominantly base metal, three or more surfaces .....	No Cost
D6614	Onlay - cast noble metal, two surfaces .....	\$40.00
D6615	Onlay - cast noble metal, three or more surfaces .....	\$40.00
D6720	Crown - resin with high noble metal .....	\$155.00
D6721	Crown - resin with predominantly base metal .....	\$55.00
D6722	Crown - resin with noble metal .....	\$95.00
D6740	Crown - porcelain/ceramic .....	\$195.00
D6750	Crown - porcelain fused to high noble metal .....	\$195.00
D6751	Crown - porcelain fused to predominantly base metal .....	\$95.00
D6752	Crown - porcelain fused to noble metal .....	\$135.00
D6780	Crown - ¾ cast high noble metal .....	\$170.00
D6781	Crown - ¾ cast predominantly base metal .....	\$70.00
D6782	Crown - ¾ cast noble metal .....	\$110.00
D6783	Crown - ¾ porcelain/ceramic .....	\$195.00
D6790	Crown - full cast high noble metal .....	\$170.00
D6791	Crown - full cast predominantly base metal .....	\$70.00
D6792	Crown - full cast noble metal .....	\$110.00
D6930	Recement fixed partial denture .....	No Cost
D6940	Stress breaker .....	No Cost
D6980	Fixed partial denture repair necessitated by restorative material failure .....	\$10.00

**D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY**

- Includes preoperative and postoperative evaluations and treatment under a local anesthetic.

D7111	Extraction, coronal remnants - deciduous tooth .....	No Cost
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal) .....	No Cost
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated .....	\$15.00
D7220	Removal of impacted tooth - soft tissue .....	\$25.00
D7230	Removal of impacted tooth - partially bony .....	\$50.00
D7240	Removal of impacted tooth - completely bony .....	\$70.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications .....	\$90.00
D7250	Surgical removal of residual tooth roots (cutting procedure) .....	No Cost
D7251	Coronectomy - intentional partial tooth removal .....	\$90.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth .....	\$50.00
D7280	Surgical access of an unerupted tooth .....	\$85.00
D7282	Mobilization of erupted or malpositioned tooth to aid eruption .....	\$85.00
D7283	Placement of device to facilitate eruption of impacted tooth .....	No Cost
D7286	Biopsy of oral tissue - soft - <i>does not include pathology laboratory procedures</i> .....	No Cost
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant .....	No Cost
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant .....	No Cost
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant .....	No Cost
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant .....	No Cost
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm .....	No Cost
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm .....	No Cost
D7471	Removal of lateral exostosis (maxilla or mandible) .....	No Cost
D7472	Removal of torus palatinus .....	No Cost

D7473	Removal of torus mandibularis .....	No Cost
D7510	Incision and drainage of abscess - intraoral soft tissue .....	No Cost
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure .....	No Cost
D7970	Excision of hyperplastic tissue - per arch .....	\$50.00
D7971	Excision of pericoronal gingiva .....	\$50.00

**D8000-D8999 XI. ORTHODONTICS**

- The listed Copayment for each phase of orthodontic treatment (limited, interceptive or comprehensive) covers up to 24 months of active treatment. Beyond 24 months, an additional monthly fee, not to exceed \$125.00, may apply.

- The Retention Copayment includes adjustments and/or office visits up to 24 months.

***Pre and post orthodontic records include:***

*The benefit for pre-treatment records and diagnostic services includes: .....* \$200.00

D0210	Intraoral - complete series of radiographic images
D0322	Tomographic survey
D0330	Panoramic radiographic image
D0340	Cephalometric radiographic image
D0350	Oral/facial photographic images obtained intraorally or extraorally
D0470	Diagnostic casts

*The benefit for post-treatment records includes: .....* \$70.00

D0210	Intraoral - complete series of radiographic images
D0470	Diagnostic casts

D8010	Limited orthodontic treatment of the primary dentition .....	\$950.00
D8020	Limited orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i> .....	\$950.00
D8030	Limited orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i> .....	\$950.00
D8040	Limited orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i> .....	\$1,150.00
D8050	Interceptive orthodontic treatment of the primary dentition .....	\$950.00
D8060	Interceptive orthodontic treatment of the transitional dentition .....	\$950.00
D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i> .....	\$1,700.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i> .....	\$1,700.00
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i> .....	\$1,900.00
D8660	Pre-orthodontic treatment visit .....	\$25.00
D8680	Orthodontic retention (removal of appliances, construction and placement of removable retainers) .....	\$275.00
D8999	Unspecified orthodontic procedure, by report - <i>includes treatment planning session</i> .....	\$100.00

**D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES**

D9110	Palliative (emergency) treatment of dental pain - minor procedure .....	\$5.00
D9211	Regional block anesthesia .....	No Cost
D9212	Trigeminal division block anesthesia .....	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures .....	No Cost
D9220	Deep sedation/general anesthesia - first 30 minutes .....	\$165.00
D9221	Deep sedation/general anesthesia - each additional 15 minutes .....	\$80.00
D9241	Intravenous conscious sedation/analgesia - first 30 minutes .....	\$165.00

D9242	Intravenous conscious sedation/analgesia - each additional 15 minutes .....	\$80.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician .....	No Cost
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed .....	\$5.00
D9440	Office visit - after regularly scheduled hours .....	\$20.00
D9450	Case presentation, detailed and extensive treatment planning .....	No Cost
D9940	Occlusal guard, by report - <i>limited to 1 in 3 years</i> .....	\$95.00
D9951	Occlusal adjustment, limited .....	\$20.00
D9952	Occlusal adjustment, complete .....	\$40.00
D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays - <i>limited to one bleaching tray and gel for two weeks of self-treatment</i> .....	\$125.00
D9999	Unspecified adjunctive procedure, by report - <i>includes failed appointment without 24 hour notice - per 15 minutes of appointment time - up to an overall maximum of \$40.00</i> .....	\$10.00

If services for a listed procedure are performed by the assigned Contract Dentist, the Enrollee pays the specified Copayment. Listed procedures which require a Dentist to provide Specialist Services, and are referred by the assigned Contract Dentist, must be preauthorized in writing by Delta Dental. The Enrollee pays the Copayment specified for such services.

Procedures not listed above are not covered, however, may be available at the Contract Dentist's "filed fees." "Filed fees" means the Contract Dentist's fees on file with Delta Dental. Questions regarding these fees should be directed to the Customer Service department at 800-422-4234.

## SCHEDULE B

### Limitations of Benefits

1. The frequency of certain Benefits is limited. All frequency limitations are listed in *Schedule A, Description of Benefits and Copayments*.
2. If the Enrollee accepts a treatment plan from the Contract Dentist that includes any combination of more than six crowns, bridge pontics and/or bridge retainers, the Enrollee may be charged an additional \$100.00 above the listed Copayment for each of these services after the sixth unit has been provided.
3. General anesthesia and/or intravenous sedation/analgesia is limited to treatment by a contracted oral surgeon and in conjunction with an approved referral for the removal of one or more partial or full bony impactions, (Procedures D7230, D7240, and D7241).
4. Benefits provided by a pediatric Dentist are limited to children through age seven following an attempt by the assigned Contract Dentist to treat the child and upon prior authorization by Delta Dental, less applicable Copayments. Exceptions for medical conditions, regardless of age limitation, will be considered on an individual basis.
5. The cost to an Enrollee receiving orthodontic treatment whose coverage is cancelled or terminated for any reason will be based on the Contract Orthodontist's usual fee for the treatment plan. The Contract Orthodontist will prorate the amount for the number of months remaining to complete treatment. The Enrollee makes payment directly to the Contract Orthodontist as arranged.
6. Orthodontic treatment in progress is limited to new DeltaCare USA Enrollees who, at the time of their original effective date, are in active treatment started under their previous employer sponsored dental plan, as long as they continue to be eligible under the DeltaCare USA program. Active treatment means tooth movement has begun. Enrollees are responsible for all Copayments and fees subject to the provisions of their prior dental plan. Delta Dental is financially responsible only for amounts unpaid by the prior dental plan for qualifying orthodontic cases.

## Exclusions of Benefits

1. Any procedure that is not specifically listed under *Schedule A, Description of Benefits and Copayments*.
2. Any procedure that in the professional opinion of the Contract Dentist:
  - a. has poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures, **or**
  - b. is inconsistent with generally accepted standards for dentistry.
3. Services solely for cosmetic purposes, with the exception of procedure D9975 (External bleaching for home application, per arch), or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel, except for the treatment of newborn children with congenital defects or birth abnormalities.
4. Porcelain crowns, porcelain fused to metal, cast metal or resin with metal type crowns and fixed partial dentures (bridges) for children under 16 years of age.
5. Lost or stolen appliances including, but not limited to, full or partial dentures, space maintainers, crowns and fixed partial dentures (bridges).
6. Procedures, appliances or restoration if the purpose is to change vertical dimension, or to diagnose or treat abnormal conditions of the temporomandibular joint (TMJ).
7. Precious metal for removable appliances, metallic or permanent soft bases for complete dentures, porcelain denture teeth, precision abutments for removable partials or fixed partial dentures (overlays, implants, and appliances associated therewith) and personalization and characterization of complete and partial dentures.
8. Implant-supported dental appliances and attachments, implant placement, maintenance, removal and all other services associated with a dental implant.
9. Consultations for non-covered benefits.
10. Dental services received from any dental facility other than the assigned Contract Dentist, a preauthorized dental specialist, or a Contract Orthodontist except for *Emergency Services* as described in the Contract and/or Evidence of Coverage.
11. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility.
12. Prescription drugs.
13. Dental expenses incurred in connection with any dental or orthodontic procedure started before the Enrollee's eligibility with the DeltaCare USA program. Examples include: teeth prepared for crowns, root canals in progress, full or partial dentures for which an impression has been taken and orthodontics unless qualified for the orthodontic treatment in progress provision.

14. Lost, stolen or broken orthodontic appliances.
15. Changes in orthodontic treatment necessitated by accident of any kind.
16. Myofunctional and parafunctional appliances and/or therapies.
17. Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
18. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.

**Attachment B**  
**Multi-State Rider DeltaCare USA Group Dental Service Contract**

**DELTA DENTAL OF CALIFORNIA**  
17871 Park Plaza Drive, Suite 200, Cerritos, California 90703  
562-924-8311 800-801-7105

**MULTI-STATE RIDER to  
DELTACARE® USA GROUP DENTAL SERVICE CONTRACT  
(AFFILIATED DENTAL PLANS)**

**Issued to** County of Riverside ("Applicant")

DELTA DENTAL OF CALIFORNIA ("Delta Dental") has entered into a DeltaCare USA Group Dental Service Contract ("Contract") with the Applicant in California, to make dental benefits available for all eligible employees of the Applicant and their eligible dependents residing there. Applicant also has employees in the states named below who are eligible for benefits, and who wish to obtain dental benefits offered by Applicant. In order to provide dental benefits to enrolled eligible employees ("primary enrollees") and their eligible dependents, collectively hereinafter referred to as "enrollees", a DeltaCare USA Group Dental Service Contract will be issued to Applicant in each of those states by the Affiliate of Delta Dental listed in the attached Table of Affiliates. Such Affiliate Contracts shall bind the Affiliate and the Applicant upon execution of the Contract with Delta Dental. The Contract issued to Applicant by each Affiliate may be inspected by Applicant prior to executing the Contract with Delta Dental and will be provided to Applicant upon written request.

**Benefits:** The benefits which will be provided by each Affiliate are shown in the evidence of coverage or other document which the Affiliate will deliver to each primary enrollee who resides in the state(s) for whose residents it has undertaken to provide benefits. A copy of each such evidence of coverage or other document is attached to, and shall form a part of, this Rider. Due to state-specific regulatory requirements, it may not be possible for Affiliates to provide benefits which exactly duplicate those in the Contract; however, Affiliates agree to provide benefits which most closely approximate those benefits in the Contract.

**Affiliate Addendum:** In the event an Affiliate is subject to state-specific legal requirements that affect the Contract and/or the Applicant, the affected provisions of the Contract are stipulated in an Affiliate Addendum ("Addendum") which are attached to, and form a part of, this Rider. Provisions included in the Addendum will not duplicate those in the evidence of coverage or other document noted above. The terms of the Affiliate Contract and Affiliate Addendum shall take precedence over any similar terms contained in the Contract issued to Applicant by Delta Dental, with respect to coverage of enrollees in a particular state. A full copy of the DeltaCare USA Group Dental Service Contract issued to the Applicant by any Affiliate will be made available to Applicant upon written request to:

Delta Dental of California  
17871 Park Plaza Drive, Suite 200  
Cerritos, CA 90703  
FAX: (562) 924-0185

**Premiums:** Applicant agrees to pay premiums on behalf of enrollees in accordance with the Contract. Applicant shall remit a single check as described in Group Variables and Premiums Schedule(s) of this Rider along with a list of all enrollees grouped according to the states in which they reside.

**Effective Date:** This Rider shall take effect as of the Effective Date set forth below, and shall remain in effect as long as the Contract issued by Delta Dental remains in effect, subject to other termination provisions set forth in an Affiliate Addendum for a specific state.



This Rider is hereby attached to, and shall form a part of, the Contract identified by the contract number below.

Effective Date: January 1, 2014

Contract Number: 06482

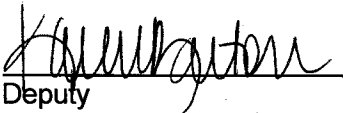
Group Number(s): See Appendix

Plan: See Appendix

State(s): Arizona, Florida, Nevada, New Mexico, Oregon, Texas, Utah, Wyoming


**IN WITNESS WHEREOF**, the parties hereto have caused their duly appointed representatives to execute this Agreement for Services for the County of Riverside.

**ATTEST:**  
Clerk of the Board  
Kecia Harper-Ihem

By:   
Deputy

Date: APR 22 2014

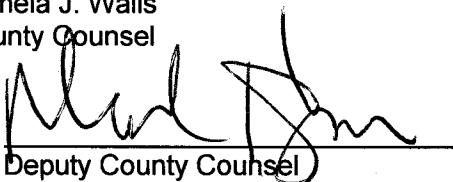
**COUNTY OF RIVERSIDE:**

By:   
Chairman, Board of Supervisors  
**JEFF STONE**

Date: APR 22 2014

Approved as to form:

Pamela J. Walls  
County Counsel

By:   
Deputy County Counsel

**Delta Dental of California**

By: 

Printed Name: Kevin Jackson

Title: Group Vice President, Underwriting and Actuarial

Date: March 25, 2014

MULTI-STATE RIDER to  
 DELTACARE USA GROUP DENTAL SERVICE CONTRACT  
 (AFFILIATED DENTAL PLANS)

APPENDIX

<u>Group #</u>	<u>Group Name</u>	<u>Plan</u>
6482-0404	County of Riverside – High AZ	AZ10A
6482-0405	County of Riverside – Retirees High AZ	AZ10A
6482-0406	County of Riverside – COBRA High AZ	AZ10A
6482-1004	County of Riverside – High FL	FL10A
6482-1005	County of Riverside – Retirees High FL	FL10A
6482-1006	County of Riverside – COBRA High FL	FL10A
6482-2904	County of Riverside – High NV	NV10A
6482-2905	County of Riverside – Retirees High NV	NV10A
6482-2906	County of Riverside – COBRA High NV	NV10A
6482-3204	County of Riverside – High NM	NM10A
6482-3205	County of Riverside – Retirees High NM	NM10A
6482-3206	County of Riverside – COBRA High NM	NM10A
6482-3804	County of Riverside – High OR	OR10A
6482-3805	County of Riverside – Retirees High OR	OR10A
6482-3806	County of Riverside – COBRA High OR	OR10A
6482-4404	County of Riverside – High TX	TX10A
6482-4405	County of Riverside – Retirees High TX	TX10A
6482-4406	County of Riverside – COBRA High TX	TX10A
6482-4504	County of Riverside – High UT	UT10A
6482-4505	County of Riverside – Retirees High UT	UT10A
6482-4506	County of Riverside – COBRA High UT	UT10A
6482-5104	County of Riverside – High WY	WY10A
6482-5105	County of Riverside – Retirees High WY	WY10A
6482-5106	County of Riverside – COBRA High WY	WY10A

MULTI-STATE RIDER to  
DELTACARE USA GROUP DENTAL SERVICE CONTRACT  
(AFFILIATED DENTAL PLANS)

GROUP VARIABLES AND PREMIUMS SCHEDULE

- A. Client Name: County of Riverside
- B. Group Number: See Appendix
- C. Effective Date: January 1, 2014
- D. Contract Term: 36 Months
- E. Eligible Present Employees: As defined by the Applicant.  
Eligible New Employees: As defined by the Applicant.
- F. Premiums per Month:
- |  |         |
|--|---------|
| Plan Type:   | CA10A   |
| Primary Enrollee:                                      | \$20.84 |
| Primary Enrollee Plus One Dependent Enrollee:          | \$31.79 |
| Primary Enrollee Plus Two or More Dependent Enrollees: | \$50.00 |
- G. Remit Premium Payment to: Attn: Accounts Receivable  
Delta Dental Insurance Company  
P.O. Box 677006  
Dallas, TX 75267-7006
- H. Wash Language: Employees added on or prior to the 15<sup>th</sup> of the month are payable for that month; employees added after the 15<sup>th</sup> of the month are not payable for that month. Terminations received prior to the 16<sup>th</sup> of the month are not payable for that month; terminations received on or after the 16<sup>th</sup> of the month are payable for that month.

MULTI-STATE RIDER to  
DELTACARE USA GROUP DENTAL SERVICE CONTRACT  
(AFFILIATED DENTAL PLANS)

TABLE OF AFFILIATES

<u>AFFILIATE</u>	<u>STATE(S) IN WHICH BENEFITS WILL BE PROVIDED</u>
ALPHA DENTAL OF ARIZONA, INC. 1130 Sanctuary Parkway, Suite 600 Alpharetta, GA 30009	AZ
ALPHA DENTAL OF NEVADA, INC. (a Nevada Corporation) 3012 W. Charleston Blvd., Suite 120 Las Vegas, NV 89102	NV
ALPHA DENTAL OF NEW MEXICO, INC. 1130 Sanctuary Parkway, Suite 600 Alpharetta, GA 30009	NM
ALPHA DENTAL OF UTAH, INC. (A Utah Corporation) 257 E. 200 South, Suite 375 Salt Lake City, UT 84111	UT
ALPHA DENTAL PROGRAMS, INC. 1701 Shoal Creek, Suite 240 Highland Village, TX 75077	TX
DELTA DENTAL INSURANCE COMPANY 1130 Sanctuary Parkway, Suite 600 Alpharetta, GA 30009	FL
DENTEGRA INSURANCE COMPANY 100 First Street San Francisco, CA 94105	OR, WY

AFFILIATE ADDENDUM  
AFFILIATE: ALPHA DENTAL OF ARIZONA, INC. ("ALPHA")  
STATE: ARIZONA

The attached Arizona Evidence of Coverage addresses all state-specific legal requirements.

AFFILIATE ADDENDUM  
AFFILIATE: DELTA DENTAL INSURANCE COMPANY ("Delta Dental")  
STATE: FLORIDA

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of Florida:

- (1) Florida premiums may change with 180 days written notice of the end of any contract in which the terms of the Florida contract are changed by amendment or a change in Delta Dental's liability because of law or regulation.
- (2) In the event that Delta Dental shall desire to change Florida premiums or benefits effective at the end of any contract term, advice of such changes will be given to Applicant upon at least 180 days written notice.
- (3) Florida premiums are subject to a premium payment grace period of 30 business days. If premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, coverage for Florida enrollees will stay in force.
- (4) The Florida contract may be terminated by Delta Dental if Applicant fails to furnish Delta Dental with the names of eligible enrollees or pay premium in the amount and manner required by the contract, provided Applicant has been notified of such failure and, except for non-payment of premium, at least 45 business days have elapsed since the notification.
- (5) Delta Dental may terminate the Florida contract upon 60 days written notice in the event the minimum enrollment of five primary enrollees is not maintained in three consecutive months at any time during a contract term.
- (6) If either Delta Dental or the Applicant desires to terminate the Florida contract at the end of a contract term, the other party must be given 60 days advance written notice. If the termination is initiated by Delta Dental, it will be without prejudice to any continuous loss which began while the contract was in force.
- (7) In the absence of fraud, all statements made by the Applicant or enrollee will be deemed representations and not warranties. No such statement will be used in defense of a claim under the Florida contract unless it is included in the written instrument signed by the Applicant or enrollee and a copy of that instrument has been furnished to the Applicant or enrollee.  
  
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- (8) The Florida contract does not replace or affect any requirements for coverage by Worker's Compensation Insurance.
- (9) Applicant and Delta Dental will permit and encourage the professional relationship between dentist and patient to be maintained without interference.

AFFILIATE ADDENDUM  
AFFILIATE: ALPHA DENTAL OF NEVADA, INC. ("ALPHA")  
STATE: NEVADA

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of Nevada:

- (1) In the event the Nevada contract replaces any discontinued policy or coverage for dental care within 60 days after the date on which the previous policy or coverage was discontinued, all persons who were covered under the previous policy or coverage on the date it was discontinued remain eligible for coverage under this contract.
- (2) Notwithstanding any other provision of the Nevada contract, in the event the Nevada contract replaces any discontinued policy or coverage for dental care within 60 days after the date on which the previous policy or coverage was discontinued, benefits provided under this contract shall be at least as extensive as the benefits provided by the previous policy or coverage, except that benefits under this contract may be reduced or excluded to the extent that such a reduction or exclusion was permissible under the terms of the previous policy or coverage; provided, however, benefits of the previous policy or coverage may be reduced if notice of the reduction is given by Applicant to persons covered under the previous policy or coverage at least 10 days before the change in benefits or insurers and in a manner which ensures that the information is received.
- (3) If during a contract term, any new tax is imposed on ALPHA by any government agency on the amount of premiums payable under the Nevada contract or the number of persons covered, or if the rate of an existing tax on the amount of premiums or the number of persons covered is increased, the Nevada premiums may be increased by the amount of any such new tax or increased taxes upon 60 days written notice.
- (4) In the event that ALPHA shall desire to change Nevada premiums or benefits effective at the end of any contract term, advice of such changes will be given to Applicant upon at least 180 days written notice.
- (5) The Nevada contract may be terminated by ALPHA if Applicant fails to furnish ALPHA with the names of eligible enrollees or pay premium in the amount and manner required by the contract, provided Applicant has been notified of such failure and at least 30 days have elapsed since the notification.
- (6) ALPHA may terminate the Nevada contract upon 60 days written notice in the event the minimum enrollment of five primary enrollees is not maintained in three consecutive months at any time during a contract term.
- (7) If either ALPHA or the Applicant desires to terminate the Nevada contract at the end of a contract term, the other party must be given 60 days advance written notice.
- (8) Acceptance by ALPHA of the proper premiums after termination of the Nevada contract and without requiring a new application, shall reinstate the contract as though it had never terminated, unless ALPHA shall within five business days of receipt of such payment, either (1) refuse the payment so made, or (2) issue to Applicant a new contract accompanied by written notice stating clearly those respects in which the new contract differs from the terminated contract in benefits, coverage or otherwise.

AFFILIATE ADDENDUM  
AFFILIATE: ALPHA DENTAL OF NEW MEXICO, INC. ("ALPHA")  
STATE: NEW MEXICO

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **New Mexico**:

- (1) ALPHA may change the amount of Premiums whenever the terms of the New Mexico Contract are changed by amendment or ALPHA's liability is changed by law or regulation, provided the current Premiums have been in effect for the term of the agreement and the Applicant has received written notice at least 180 days prior to the proposed Premium change. However, in the absence of an amendment mutually agreed upon between Applicant and ALPHA or such a change in liability, no change in the Premiums shall become effective within a Contract Term except as provided in *Section 3.4*.
  
- (2) ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.



AFFILIATE ADDENDUM  
AFFILIATE: DENTEGRA INSURANCE COMPANY ("Dentegra")  
STATE: OREGON

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **Oregon**:

- (1) In the absence of fraud, all statements made by applicants, the policyholder or an insured person shall be deemed representations and not warranties, and no statement made for the purpose of effecting insurance shall avoid the insurance or reduce benefits unless contained in a written instrument signed by the policyholder or the insured person, a copy of which has been furnished to the policyholder or to the person or the beneficiary of the person.

AFFILIATE ADDENDUM  
AFFILIATE: ALPHA DENTAL PROGRAMS, INC. ("ALPHA")  
STATE: TEXAS

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of Texas:

- (1) ALPHA may change the amount of Texas premiums at the renewal of the Delta Dental Texas contract, and upon 180 days written notice. However, in the absence of an amendment mutually agreed upon between Applicant and ALPHA, no change in the Texas premiums shall become effective within a contract term except as provided in (2) below.
- (2) If during a contract term, any new tax is imposed on ALPHA by a government agency on the amount of Texas premiums payable under the Texas contract or the number of persons covered, or if the rate of an existing tax on the amount of Texas premiums or the number of persons covered is increased, the Texas premiums may be increased by the amount of any such new tax or increased taxes at renewal.
- (3) Texas premiums may be adjusted back to the enrollee's enrollment date upon discovery of clerical errors made by ALPHA in the processing of enrollment data (e.g. data entry/keystroke errors). Prior written notification will be provided by the Applicant.
- (4) In the event of cancellation of enrollment by ALPHA, ALPHA shall within the 30 days return to Applicant the pro rate portion of the Texas premium paid to ALPHA which corresponds to any unexpired period for which payment has been received, together with any amounts due on claims, if any less any amounts due to ALPHA. This provision does not apply if the enrollee engaged in fraud or deception in obtaining benefits from ALPHA or knowingly permitted such fraud or deception by another.
- (5) The Texas contract may be terminated by ALPHA if Applicant fails to furnish ALPHA with the names of eligible enrollees or pay premium in the amount and manner required by the contract, provided Applicant has been notified of such failure and at least 30 days have elapsed since the notification.
- (6) Texas coverage may terminate upon at least 60 days written notice in the event the minimum enrollment of two primary enrollees is not maintained in three consecutive months at any time during a contract term.
- (7) Texas premiums are subject to a premium payment grace period of 30 business days. If premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, 45 business days, coverage for Texas enrollees will stay in force.

AFFILIATE ADDENDUM  
AFFILIATE: ALPHA DENTAL OF UTAH, INC. ("ALPHA")  
STATE: UTAH

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of Utah:

- (1) Utah premiums are subject to a premium payment grace period of 30 business days. If premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, coverage for Utah enrollees will stay in force. Applicant shall give 30 days prior written notice of termination to each employee or group member and notify each employee or group member of the right to continue coverage upon termination.
- (2) ALPHA may change the amount of Utah premiums at the renewal of the Delta Dental Utah contract are changed by amendment. However, in the absence of an amendment mutually agreed upon between Applicant and ALPHA, no change in the Utah premiums shall become effective within a contract term. ALPHA may not change the amount of Utah premiums within the current contract term.
- (3) If during a contract term, any new tax is imposed on ALPHA by any government agency on the amount of premiums payable under the Utah contract or the number of persons covered, or if the rate of an existing tax on the amount of premiums or the number of persons covered is increased, the Utah premiums may be increased by the amount of any such new tax or increased taxes upon 180 days written notice and mutual agreement between Applicant and ALPHA at renewal.
- (4) In the absence of fraud, all statements made by the Applicant or by an enrollee will be deemed representations and not warranties. No such statement will be used in defense of a claim under the Utah contract unless it is included in a written instrument signed by the Applicant or enrollee, a copy of which has been furnished to the Applicant or enrollee.
- (5) The Utah contract may be terminated by ALPHA if Applicant fails to furnish ALPHA with the names of eligible enrollees or pay premium in the amount and manner required by the contract, provided Applicant has been notified of such failure and at least 30 business days have elapsed since the notification.
- (6) ALPHA may terminate the Utah contract upon 60 days written notice in the event the minimum enrollment of five primary enrollees is not maintained in three consecutive months at any time during a contract term.
- (7) If either ALPHA or the Applicant desires to terminate the Utah contract at the end of a contract term, the other party must be given 60 days advance written notice.

AFFILIATE ADDENDUM  
AFFILIATE: DENTEGRA INSURANCE COMPANY ("Dentegra")  
STATE: WYOMING

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **Wyoming**:

1. After payment of the initial premium, Applicant shall have a grace period of 31 business days for the payment of any subsequent Premium due, during which this Contract shall remain in force. Dentegra will furnish Benefits during a grace period and Applicant shall remain responsible for Premiums incurred during this period.
2. All statements made by the Applicant or by any persons covered shall be deemed representations and not warranties. No statement by an Applicant or an Enrollee in his or her application shall void the Contract or be used in any legal proceeding thereunder, unless such application or an exact copy thereof is included in or attached to this Contract.
3. The validity of this Contract shall not be contested, except for non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any person covered under the Contract relating to insurability shall be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of two years during the person's lifetime unless the statement is contained in a written instrument signed by the person making the statement.
4. This Contract may be terminated by Dentegra upon Applicant's failure (i) to furnish Dentegra with the names of eligible Enrollees as required by *Article 2*, or (ii) to pay Premiums before the expiration of the 31 business day grace period, and in the amount and manner required by *Article 3*, provided Applicant has been notified of such failure and at least 15 business days have elapsed since such notification.

**Attachment C**  
**Delta Dental of California (PPO) Contract**

APR 22 2014 324

**DELTA DENTAL OF CALIFORNIA**

**(A Not-for-Profit Corporation Incorporated in California  
and a Member of the Delta Dental Plans Association)**

**Home Office: 100 First Street, San Francisco, California 94105  
(Herein referred to as "Delta Dental")  
415-972-8300**

**Group Number 04784**

IN CONSIDERATION of the application made by COUNTY OF RIVERSIDE, referred to in this Contract as "the Contractholder," and IN CONSIDERATION of payments by the Contractholder as stated in Article 3, Delta Dental agrees to provide the Benefits in Article 4 for a period of three years, beginning at 12:01 a.m., Standard Time, on the Effective Date, January 1, 2014, and continue until December 31, 2016, unless this Contract is terminated in accordance with Article 9.

The following documents are attached to this Contract and made a part hereof:

Appendix A Performance Guarantees  
Appendix B Current Dental Terminology  
Appendix C Orthodontic Benefit Rider

This Contract contains the following Articles:

Article 1 Definitions  
Article 2 Eligibility  
Article 3 Payments  
Article 4 Benefits Provided; Limitations and Exclusions  
Article 5 Deductibles & Maximum Amount  
Article 6 Coordination of Benefits  
Article 7 Conditions Under Which Delta Dental Will Provide Benefits  
Article 8 Other Delta Dental Obligations  
Article 9 Termination and Renewal  
Article 10 Continued Coverage Option  
Article 11 General Provisions  
Article 12 Insurance and Indemnification

## ARTICLE 1 - DEFINITIONS

These terms, when used in this Contract, mean the following:

- 1.1 **Administrator** - a third party entity designated by Delta Dental to perform administrative functions described throughout this Contract, including, but not limited to, the collection of premium and eligibility.
- 1.2 **Benefits** - those dental services that are available under the terms of this Contract as set out in Article 4.
- 1.3 **Contract or Agreement** - this agreement between Delta Dental and the Contractholder including the attached appendices. This Contract is the entire Contract between the parties.
- 1.4 **Contract Term** - the period beginning on the Effective Date, and ending on December 31, 2016, and each subsequent yearly period during which this Contract remains in effect.
- 1.5 **Delta Dental PPO<sup>(SM)</sup> Dentist** - a Dentist with whom Delta Dental has a written agreement to provide services at the in-network level for Enrollees in this Delta Dental PPO Plan.
- 1.6 **Delta Dental PPO Dentist's Fee** - the fee that a Delta Dental PPO Dentist has contractually agreed with Delta Dental to accept for treating Enrollees under this plan, or the Fee Actually Charged, whichever is less, for a Single Procedure.
- 1.7 **Delta Dental Dentist** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.
- 1.8 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.
- 1.9 **Dependent** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.
- 1.10 **Eligibility Date** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract
- 1.11 **Enrollee** - a Primary Enrollee or a Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta Dental receives the appropriate monthly payment as set out in Article 3.
- 1.12 **Enrollee Copayment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.
- 1.13 **Fee Actually Charged** - the fee for a particular dental service or procedure which a Dentist submits to Delta Dental on a claim form, less any portion of such fee which is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.

- 1.14 **Participating Plan** - Delta Dental and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist it in administering the Benefits of this Contract.
- 1.15 **Patient Copayment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.
- 1.16 **Primary Enrollee** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.
- 1.17 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.
- 1.18 **Single Procedure** - a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Current Dental Terminology (CDT). Many CDT codes are listed in Appendix B of this Contract.



## ARTICLE 2 - ELIGIBILITY

- 2.1 All employees are eligible to participate in the dental benefits program if you are a regular County employee scheduled to work at least 20 hours per week. Your bargaining unit determines which plan options are available to you and your dependents.

All future retirees are eligible to participate in the dental benefits program if you were enrolled in a dental plan at the time you retired and have continued your dental coverage without interruption as a retiree.

- 2.2 Primary Enrollees shall have the option to enroll for coverage under this dental care plan under the following conditions:

- (a) Primary Enrollees and Dependents may enroll only when first eligible or within 60 days and after receipt of proof of loss of other coverage under a group dental plan, or during an open enrollment period to be held not more than once annually.
- (b) An Enrollee agrees to remain enrolled for a minimum of 12 consecutive months. Enrollees who discontinue coverage may not re-enroll until the next open enrollment period unless a Qualifying Event occurs under the Contractholder's Section 125 plan document.
- (c) Once a Primary Enrollee elects to discontinue Dependent coverage, Dependents may not be re-enrolled under this plan, except as outlined, or unless the Dependent is the subject of a Qualified Medical Child Support Order requiring the Primary Enrollee to provide the Dependent Benefits under this plan.

- 2.3 Primary Enrollees may enroll their eligible dependents in their dental coverage. Eligible Dependents include:

- Legal spouse.
- Registered domestic partner, if you and your domestic partner meet all of the criteria listed below. A domestic partnership is defined as two people who both:

Are at least 18 years of age, unmarried, and not a blood relative close enough to bar marriage in the State of California;

Live in a mutually exclusive relationship in which you are jointly responsible for each other's welfare and financial obligations;

Live in the same principal residence and intend to do so indefinitely; and

Have registered with the State of California by completing a *Declaration of Domestic Partnership*, having both partners' signatures notarized and submitting the form (with the appropriate fee) to the Secretary of State.

Based on state law (AB26 and AB25), the following partners are eligible to register with the state:

Specified same-sex domestic partnerships between persons who are both at least 18 years of age.

Specified opposite-sex domestic partnerships in which one or both partners are age 62 or older.

Domestic partners are not eligible for COBRA coverage.

- Dependent child who is under age 26. Dependent children include the employee or their spouse/registered domestic partner's:

Natural child;

Stepchild;

Foster child who is placed with the employee by state authority;

Adopted child who is adopted by the Primary Enrollee or placed in your physical custody for adoption prior to age 18. "Placed for adoption" means that the employee has assumed a legal obligation for total or partial support of the child in anticipation of adopting the child. The child must be available for adoption and the legal process must have begun.

Child for whom the employee has legal custody or guardianship.

Child for whom the employee is required to provide coverage for due to a **qualified medical child support order (QMCSO)**. A QMCSO includes a judgment, decree, or other order issued by a court of competent jurisdiction or through an administrative process established under state law. Coverage cannot be discontinued for any child who is enrolled to comply with a QMCSO unless you submit written evidence that the order is no longer in effect.

- Disabled child over age 26 (who, except for age, meets the above eligibility requirements), is incapable of self-support because of a mental or physical disability that existed before age 26 (and continuously since age 26). The child must be dependent on the Primary Enrollee or their spouse/registered domestic partner for support and claimed as their dependent for federal income tax purposes. Coverage for a disabled child may only be established when the Primary Enrollee first enrolls for benefits or as a continuation of coverage beyond age 26.

- 2.4 Every enrolled employee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta Dental will not provide Benefits for any employee or his or her Dependents unless (1) the employee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payments are made as required by Article 3 of this Contract, for the months in which Delta Dental provides covered dental services.
- 2.5 This Contract is made with the understanding that the Contractholder's Primary Enrollees have a choice between dental coverage under this Delta Dental plan and one or more alternate plans. Primary Enrollees may exercise that choice as follows:
- (a) All Primary Enrollees will have the option to enroll under the Delta Dental plan by submitting a benefits election form with the Contractholder.
  - (b) Except for new employees, online enrollment elections may be submitted with the Contractholder only during the annual open enrollment period during the scheduled period for an effective date of January 1.
  - (c) New employees may file a benefits election form within 60 days of employment which shall be effective until the next open enrollment period.
- 2.6 The Contractholder will compile and furnish Delta Dental with an initial report of all Primary Enrollees, showing their Enrollee ID numbers, their dates of hire and location codes. The initial report shall be provided to Delta Dental or prior to the Effective Date of this Contract. The Contractholder also agrees to report all persons electing continued coverage under Article 10. The Contractholder will send continued coverage notices, collect premium payments, enroll eligible COBRA participants and retirees online through the Delta Dental web portal.
- 2.7 The Contractholder may continue to submit subsequent eligibility reports monthly or may report only additions or deletions to the initial report. If the report is not updated by the Contractholder or has not arrived or been processed for the current month, Delta Dental will extend the last report received to process claims. The extension of the eligibility report does not waive the requirement that the Contract holder provide an updated report to Delta Dental each month indicating additions or deletions from any previous report. The Contractholder shall pay, as set forth in Article 3, all amounts applicable for Primary Enrollees reported in the updated report.
- 2.8 Enrollees are not eligible during a period the Primary Enrollee does not report to work on a regular basis and is not actively employed as determined by the Contractholder. Eligibility resumes on the first day of the month following the return to active employment if amounts due to Delta Dental for Enrollees have been paid. But, eligibility can continue without interruption if the Contractholder continues to report the employee as a Primary Enrollee and the amounts due to Delta Dental are paid on the employee's behalf.
- Coverage is reinstated on the day employment is resumed for Enrollees that are members of the National Guard or a military reserve unit absent from work due to active military duty.
- 2.9 A Primary Enrollee absent from work due to a leave of absence governed by the "Family and Medical Leave Act of 1993" (P.L. 103-3) will not be subject to Section 2.8.

- 2.10 A Primary Enrollee absent from work due to a leave of absence governed by the "Uniformed Services Employment and Re-employment Rights Act of 1994" (P.L. 103-353) will not be subject to Section 2.8. Such Primary Enrollee shall have the right to continue coverage for up to 24 months while he or she is on military leave. If the Primary Enrollee elects this continued coverage, he or she must submit the payments necessary to the Contractholder.
- 2.11 A Primary Enrollee's eligibility ends on the last day of the month in which his or her full-time employment ends, unless he or she chooses to continue coverage under Article 10. A Dependent's eligibility ends along with the Primary Enrollee's, or sooner if the Dependent loses his or her Dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

### **ARTICLE 3 – PAYMENTS**

- 3.1 Delta Dental will transmit a weekly invoice summarizing claims paid and administration charges. The weekly invoice will be transmitted by electronic copy or via download on a secure site to the Contractholder's designated representative. Contractholder will initiate an electronic fund transfer for the invoiced amount to Delta Dental's account within ten business days of Delta Dental sending the weekly invoice.

The Contractholder agrees to pay Delta Dental an ASO fee of \$3.12 per Primary Enrollee per month to compensate Delta Dental for its administration of the dental plan. Contractholder will self bill at the end of each month and submit an electronic fund transfer to Delta Dental's designated account. The ASO fee of \$3.12 is guaranteed for three years.

- 3.2 The amount payable for each person electing continued coverage as provided in Article 10 for himself or herself will be the same as those for a single Primary Enrollee. The amounts payable for a person who also elects continued coverage for his or her Dependents will be the same as those for a Primary Enrollee with the same number of Dependents.
- 3.3 During a Contract Term, if any government agency imposes any new tax on Delta Dental based on the amount payable or the number of persons covered under this Contract, or if the rate of any existing tax on the amount payable or the number of persons covered under this Contract increases, the amount payable stated in this Article will increase by the amount of any such new or increased tax(es) provided that Delta Dental serves a 180 days written notice upon Contractholder and Contractholder approves such increased amount.
- 3.4 The Contractholder and Delta Dental agree that the administrative charge set out in this Contract are contingent upon the number of Primary Enrollees remaining constant during the Contract Term. If, during any three consecutive months, the number of Primary Enrollees drops below 80 percent of the total number of Primary Enrollees, as of January 1, 2014 or as of the commencement of the Contract Term, Delta Dental may propose to the Contractholder at renewal two or more alternative adjustments in rates, Benefits or co-payments necessary to correct Delta Dental's adverse experience caused by such reduction in size. The Contractholder will then have 180 days prior to renewal to either select one of said alternatives by written notice to Delta Dental or terminate the Contract by providing 30 days written notice to Delta Dental.

## ARTICLE 4 - BENEFITS PROVIDED; LIMITATIONS AND EXCLUSIONS

4.1 Subject to the limitations and exclusions set forth below, the following services are Benefits when they are provided by a Dentist and when they are necessary and customary as determined by the standards of generally accepted dental practice.

4.2 **DIAGNOSTIC AND PREVENTIVE BENEFITS.** Delta Dental agrees to pay 100% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the following Diagnostic and Preventive Benefits provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 100% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Diagnostic and Preventive Benefits provided by a Delta Dentist or a non-Delta Dentist

Diagnostic- oral examinations (including  
initial examinations,  
periodic examinations and  
emergency examinations)  
x-rays  
diagnostic casts  
examination of biopsied tissue  
palliative (emergency) treatment of dental pain  
specialist consultation

Preventive- prophylaxis (cleaning)  
topical application of fluoride solution  
space maintainers

Sealants- topically applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay

**Note on additional Benefits during pregnancy** - When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each calendar year while the Enrollee is covered under this Contract include: one additional oral exam and either one additional routine cleaning or one additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.

4.3 **BASIC BENEFITS.** Delta Dental agrees to pay 80% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the following Basic Benefits provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 50% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Basic Benefits provided by a Delta Dental Dentist or a non-Delta Dentist:

Oral Surgery- extractions and certain other surgical procedures, including pre- and post-operative care

Restorative- amalgam, silicate or composite (resin) restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)

Endodontic- treatment of the tooth pulp

Periodontic- treatment of gums and bones supporting teeth

Adjunctive  
General

Services- general anesthesia; I.V. sedation; office visit for observation; office visit after regularly scheduled hours; therapeutic drug injection; treatment of post-surgical complications (unusual circumstances); occlusal adjustment, limited

4.4 CROWNS, INLAYS, ONLAYS AND CAST RESTORATIONS BENEFITS. Delta Dental agrees to pay 60% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Crowns, Inlays, Onlays and Cast Restorations Benefits, the treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, silicate or direct composite (resin) restorations, when provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 50% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Crowns, Jackets, Inlays and Cast Restorations Benefits when provided by a Delta Dental Dentist or a non-Delta Dentist.

4.5 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay 60% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the construction or repair of fixed bridges, partial or complete dentures to replace missing natural teeth; when provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 50% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the construction or repair of fixed bridges, partial or complete dentures to replace missing natural teeth; when provided by a Delta Dental Dentist or a non-Delta Dentist.

4.6 ORTHODONTIC BENEFITS. Delta Dental will provide Orthodontic Benefits in accordance with the Orthodontic Benefit Rider attached hereto as Appendix C.

4.7 LIMITATIONS:

(a) An oral examination, including office visits for observation and specialist consultations, or combination thereof, is a Benefit twice each calendar year while enrolled under any Delta Dental plan. See Note on additional Benefits during pregnancy.

(b) Delta Dental pays for full-mouth x-rays only after five years have elapsed since any prior set of full-mouth x-rays was provided under any Delta Dental plan.

Delta Dental pays for a panoramic x-ray provided as an individual service only after five years have elapsed since any prior panoramic x-ray was provided under any Delta Dental plan.

(c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in any calendar year for children to age 18, or once in any calendar year for adults ages 18 and over, while the patient is an Enrollee under any Delta Dental plan.

(d) Diagnostic casts are a Benefit only when made in connection with subsequent orthodontic treatment covered under this plan.

- (e) A prophylaxis (cleaning) or Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan. See Note on additional Benefits during pregnancy.

Routine prophylaxes are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Basic Benefit.

- (f) Periodontal scaling and root planing is a Benefit once for each quadrant each 24-month period. See note on additional Benefits during pregnancy.
- (g) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan.
- (h) Sealant Benefits include the application of sealants only to permanent first molars through age eight and second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within two years of its application.
- (i) Direct composite (resin) restorations are Benefits on anterior teeth and the facial surface of bicuspid. Any other posterior direct composite (resin) restorations are optional services and Delta Dental's payment is limited to the cost of the equivalent amalgam restorations.
- (j) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while enrolled under any Delta Dental plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
- (k) Prosthodontic appliances that were provided under any Delta Dental plan will be replaced only after five years have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing fixed bridge, partial denture or complete denture cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory.
- (l) Delta Dental will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.



- (m) Implants (materials implanted into or on bone or soft tissue), or their removal, are not Benefits under this Contract. However, if implants are provided in association with a covered prosthodontic appliance, Delta Dental will allow the cost of a standard complete or partial denture toward the cost of the implant procedures and prosthodontic appliances. If Delta Dental makes an allowance toward the cost of such procedures, Delta Dental will not pay for any replacement placed within five years thereafter.
- (n) If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the Enrollee is responsible for the remainder of the Dentist's fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.

**4.8 EXCLUSIONS:** The following services are not Benefits:

- (a) Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws.
- (b) Services which are provided to the Enrollee by any, Federal or State Government Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except as provided in California Health and Safety Code Section 1373(a).
- (c) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper or lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth).
- (d) Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.
- (e) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.
- (f) Prescribed or applied therapeutic drugs, premedication or analgesia.
- (g) Experimental procedures.
- (h) All hospital costs and any additional fees charged by the Dentist for hospital treatment.
- (i) Charges for anesthesia, other than general anesthesia or I.V. sedation administered by a licensed Dentist in connection with covered Oral Surgery services and select Endodontic and Periodontic procedures.
- (j) Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).

- (k) Implants (materials implanted into or on bone or soft tissue) or the repair or removal of implants or any treatment in conjunction with implants, except as provided under Limitations.
- (l) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.
- (m) Replacement of existing restorations for any purposes other than active tooth decay.
- (n) Occlusal guards and complete occlusal adjustment.

4.9 An agreement between the Contractholder and Delta Dental is required to change Benefits during a Contract Term.

## **ARTICLE 5 - DEDUCTIBLES & MAXIMUM AMOUNT**

- 5.1 If services are provided by a Delta Dental PPO Dentist there are no deductible requirements.

If services are provided by a non-Delta Dental PPO Dentist:

Each Enrollee must satisfy the first \$50.00 ("deductible amount") of fees for services that are Benefits received by an Enrollee during the term of this Contract and otherwise covered by this Contract.

Such deductible amount will not exceed \$150.00 for all Enrollees in a single family, consisting of a Primary Enrollee and his or her Dependents, as defined.

Delta Dental will compute these fees based on the Dentist's Usual, Customary and Reasonable fees.

- 5.2 Such deductible amounts shall apply once each calendar year or portion thereof during which the patient is continuously eligible under the Contract

The deductible does not apply to Diagnostic and Preventive Benefits.

- 5.3 If services are provided by a Delta Dental PPO Dentist:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is \$1,500.

If services are provided by a non-Delta Dental PPO Dentist:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is \$1,200.

## ARTICLE 6 - COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is "primary" under the rules described below, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (California Health and Safety Code 1374.19 (2007)).

6.2 If the other plan mainly covers services or expenses other than dental care, this plan is "primary." Otherwise, Delta Dental will use the following rules to determine which plan is "primary":

- (a) The plan that covers the person as other than a Dependent is primary over the plan that covers the person as a Dependent, with the following exception:

If the person is also a Medicare Beneficiary and Medicare is:

- (i) secondary to the plan covering the person as a Dependent; and
- (ii) primary to the plan covering the person as other than a Dependent (for example, a retired employee),

then the Benefits of the plan covering the person as a Dependent are determined before the Benefits of the plan covering the person as other than a Dependent.

- (b) The plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a Dependent child whose parents are separated or divorced as described in (c) below).

- (c) In the case of a Dependent child whose parents are legally separated or divorced:

(i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the parent without custody.

(ii) If the parent with custody has remarried, the plan which covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the step-parent, and the plan which covers the child as a Dependent of the step-parent is primary over the policy or plan which covers the child as a Dependent of the parent without custody.

(iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this plan, then notwithstanding (i) and (ii), the plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other plan which covers the child.

- 6.3 The Benefits of a plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other plan covering such person as an employee.
- 6.4 If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one plan, Benefits order shall be determined as follows:
- (a) The Benefits of the plan covering the person as an employee or Dependent shall be primary.
  - (b) The Benefits under continuation coverage shall be secondary.
- 6.5 If the primary plan cannot be determined by the rules described in this Article 6, the plan that has covered the person longer shall be primary.
- 6.6 An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dental Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

## **ARTICLE 7 - CONDITIONS UNDER WHICH DELTA DENTAL WILL PROVIDE BENEFITS**

- 7.1 Benefits, unless otherwise provided in Article 4, are available from the Eligibility Date of an Enrollee.
- 7.2 An Enrollee may choose the services of any licensed Dentist, but neither Delta Dental nor the Contractholder guarantees the availability of any particular Dentist.
- 7.3 Before Delta Dental is obligated to approve and/or satisfy any claims under this Contract, Delta Dental is entitled to receive, to such extent as is lawful, such information and records relating to attendance to or examination of or treatment provided to an Enrollee from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, as may be required in the administration of such claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his or her community or residence. Delta Dental agrees in every case to hold such information and records as confidential.
- 7.4 The process Delta Dental uses to determine or deny payment for services are distributed to all Delta Dental Dentists. They describe in detail the dental procedures covered as Benefits, the conditions under which coverage is provided and the limitations and exclusions applicable to the plan. Claims are reviewed for eligibility and are paid according to these processing policies. Those claims that require additional review are evaluated by Delta Dental's Dentist consultants. If any claims are not covered or if limitations or exclusions apply to services the Enrollee has received from a Delta Dental Dentist, the Enrollee will be notified by an adjustment notice on the Notice of Payment or Action. The Enrollee may contact Delta Dental's Customer Service department for more information regarding Delta Dental's processing policies.
- 7.5 Second Opinions. Delta Dental reserves the right to obtain second opinions through regional consultant members of its quality review committee. This committee conducts clinical examinations, prepares objective reports of dental conditions, and evaluates treatment that is proposed or has been proposed.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a predetermination of treatment cost by a Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the regional consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a regional consultant Delta Dental will pay for all charges.

The Enrollee may otherwise obtain second opinions about treatment from any Dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

- 7.6 For services provided by a Dentist who is not a Delta Dental PPO Dentist, Delta Dental will pay the lesser of the Delta Dental PPO Dentist's Fee or the Fee Actually Charged that is entered on the claim reporting such services to Delta Dental, multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim from the Enrollee, Delta

Dental will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim, reduced by the portion discounted, waived, rebated or not collected, or (2) the Delta Dental PPO Dentist's Fee.

- 7.7 Delta Dental will pay a Delta Dental Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dental Dentists provide that, in the event Delta Dental fails to pay the Dentist, the Enrollee will not owe the Dentist for any sums owed by Delta Dental.
- 7.8 Delta Dental will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dental Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta Dental will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the State of California. In the event Delta Dental fails to pay the Dentist who has not contracted with Delta Dental as a Delta Dental Dentist, the Enrollee may be liable to the Dentist for the cost of the service.
- 7.9 Delta Dental is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dental Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta Dental, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.
- 7.10 Delta Dental, with the assistance of Participating Plans, will give each Delta Dental Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) must be submitted to Delta Dental.
- 7.11 If an Enrollee has any questions about the services received from a Delta Dental Dentist, Delta Dental recommends that he or she first discuss the matter with the Dentist. If he or she continues to have concerns, the Enrollee may call or write Delta Dental. Delta Dental will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between the Enrollee and the group. If an Enrollee has any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, he or she may call Delta Dental toll-free at 1-800-765-6003, contact Delta Dental on the Internet through the web site: [www.deltadentalins.com](http://www.deltadentalins.com) or write Delta Dental at P. O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If an Enrollee's claim has been denied or modified, the Enrollee may file a request for review with Delta Dental within 180 days after receipt of the denial or modification. Delta Dental will treat the request for review as a grievance. If in writing, the correspondence must include the group name and number, the Primary Enrollee's name and Enrollee ID number, the inquirer's telephone number and any additional information that would support the claim for benefits. The correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, Delta Dental will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Delta Dental's review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of Delta Dental's regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Delta Dental's review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and Delta Dental will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, Delta Dental shall consult with a Dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

Delta Dental will provide the Enrollee a written acknowledgement within five calendar days of receipt of the request for review. Delta Dental will render a decision and respond to the Enrollee within 60 calendar days of receipt of the request for review. Delta Dental will respond, within 72 hours to grievances involving severe pain and imminent and serious threat to a Enrollee's health (urgent care grievance).

- 7.12 The Benefits that Delta Dental provides are limited to the applicable percentages of the Dentist's fees or allowances specified in Article 4. The Contractholder requires the Enrollee to pay the balance of any such fee or allowance, known as the "Enrollee Copayment," as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Dentist discounts, waives or rebates any portion of the Enrollee Copayment to the Enrollee, Delta Dental only provides as Benefits the Dentist's fees or allowances reduced by the amount that such fees or allowances are discounted, waived or rebated.



## **ARTICLE 8 - OTHER DELTA DENTAL OBLIGATIONS**

- 8.1 Delta Dental shall encourage Delta Dental Dentists to submit a standardized claim form before providing service, showing the Enrollee's dental needs and the treatment necessary in the professional judgment of the Dentist.

Delta Dental shall predetermine, from the claim and other data, what would be payable by Delta Dental and an Enrollee for the proposed service under the terms of this plan as of the date of predetermination.

Such predetermination shall not constitute a guaranty or authorization of Benefits under this Contract, and any actual payment by Delta Dental will depend upon the Enrollee's eligibility and remaining annual maximum when completed services are reported to Delta Dental.

Delta Dental shall advise Delta Dental Dentists to notify the Enrollee of all information provided by Delta Dental in the predetermination.

- 8.2 A Dentist may file a statement before treatment, showing the services to be provided to an Enrollee. Delta Dental will predetermine the amount of Benefits payable under this Contract for the listed services. A predetermination will become invalid at the end of the Contract Term or the date the Enrollee's eligibility ends.
- 8.3 Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Delta Dental shall not be obligated to recover claims paid to a Dentist as a result of Contractholder's retroactive eligibility adjustments to eligibility reports. The Contractholder agrees to reimburse Delta Dental for any erroneous claims payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.
- 8.4 Delta Dental will provide professional review of the adequacy of service provided by Delta Dental Dentists.
- 8.5 Delta Dental, with the assistance of a Participating Plan, agrees to furnish to the Contractholder on the effective date, and at reasonable times thereafter, a directory of Delta Dental Dentists and Delta Dental PPO Dentists who have agreed to provide the services described in this Contract. It is understood that the Dentists listed in that directory may change from time to time and Delta Dental reserves the right to update the directory without prior notice to the Contractholder. However, Delta Dental agrees to give notice to the Contractholder within a reasonable time of any Delta Dentist's termination or breach of Contract, or inability to perform, which will materially and adversely affect the Contractholder. Current information concerning the Delta Dental Dentist status of any Dentist may be obtained by telephoning the Delta Dental Customer Service department at 1-800-765-6003. The Dentists providing or contracting to provide dental services under this Contract are solely responsible for those dental services, and in no case will Delta Dental or the Contractholder be liable for any act or omission by such Dentists, their agents or employees.

- 8.6 Delta Dental shall furnish the Contractholder weekly accountings showing the amount of Dentists' statements paid or discharged during the preceding week and the amount payable for administration (pursuant to paragraph 3.1 of the Contract). Delta Dental may render interim accountings at any time, if it has insufficient funds on hand to pay Dentists' statements and may suspend payments of such statements until the funds are received. Delta Dental shall in no event be obligated to pay for or provide Benefits except out of funds paid by the Contractholder.
- 8.7 Delta Dental shall return to the Contractholder after the end of the Contract Term monies remaining, if any, after payment or other discharge of current bills for services. For purposes of computations of amounts payable hereunder, amounts, if any, withheld from payments to Delta Dental Dentists by Delta Dental for its reserves, research or other purposes deemed proper by the governing board of Delta Dental will be deemed to have been paid to Delta Dental in discharge of claims of such Dentists.

## **ARTICLE 9 - TERMINATION AND RENEWAL**

9.1 This Contract may be terminated for the following causes:

- (a) By Delta Dental, if the Contractholder fails (1) to give Delta Dental a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder's records as called for under Article 2, or (3) to pay the amounts charged in the manner required in Article 3, provided the Contractholder has been duly notified of such failure and at least 15 days have elapsed since the date of notification.
- (b) By either the Contractholder or Delta Dental, upon expiration of a Contract Term.
- (c) By Contractholder without cause upon 30 days written notice served upon Delta Dental stating the effective date of termination.
- (d) By Contractholder, if Delta Dental: (1) fails to perform its obligations in accordance with this Contract; or (2) violates any federal, state and/or local laws and regulations applicable to this Contract, provided that Delta Dental has been duly notified of such failure or such violation and at least 15 days have elapsed since the date of notification.

9.2 If Delta Dental terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta Dental is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta Dental for the full amount of all dentist's Statement paid or otherwise discharged by Delta Dental pursuant to this Contract, including claims discharged by Delta Dental pursuant to this paragraph and any payments outstanding as provided in paragraph 3.1.

9.3 A party choosing to terminate this Contract at the end of a Contract Term must give at least 60 days written notice of termination to the other party. If Delta Dental wants to change the administration or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 180 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.

9.4 If the Contractholder notifies Delta Dental in writing of its intention to terminate this Contract as of any date other than the end of the Contract Term, such termination will be treated as termination under paragraph 9.1(c) and (d).

9.5 If this Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract.

9.6 All Benefits end for all Enrollees, when this Contract ends, and Delta Dental will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.

9.7 Delta Dental must notify the Contractholder in writing of any termination by Delta Dental under paragraph 9.1, and the Contractholder shall promptly mail a copy of such notice to each Primary Enrollee and provide Delta Dental with proof of mailing and the date thereof.

## ARTICLE 10 - OPTIONAL CONTINUATION OF COVERAGE

10.1 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) and the California Continuation Benefits Replacement Act (or Cal-COBRA, pertaining to employers with two to 19 employees), both require that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." Enrollees may be entitled to continue coverage under this plan, *at the Qualified Beneficiary's expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event and whether the Enrollee is covered under federal COBRA or Cal-COBRA.

### 10.2 DEFINITIONS

The meaning of key terms used in this Article are shown below and apply to both federal and Cal-COBRA.

**Qualified Beneficiary** means:

1. Enrollees who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or
2. A child who is born to or placed for adoption with the Primary Enrollee during the period of continued coverage provided such child is enrolled within 30 days of birth or placement for adoption.

**Qualifying Event** means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

Event 1: The termination of employment (other than termination for gross misconduct), or the reduction in work hours, by the Primary Enrollee's employer;

Event 2: The death of the Primary Enrollee;

Event 3: Divorce or legal separation from the Primary Enrollee;

Event 4: A Dependent child ceasing to meet the description of Dependent child;

Event 5: As to Dependents only, a Primary Enrollee becoming entitled to Medicare.

### 10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence Qualifying Event 1.

This 18-month period can be extended for a total of 29 months, provided:

1. A determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and
2. Notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify the employer/administrator within 30 days of any such determination.

If, during the 18-month continuation period resulting from Qualifying Event 1, the Primary Enrollee's Dependents experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

The Primary Enrollee's Dependents may continue coverage for 36 months following the month in which Qualifying Events 2, 3, 4 or 5 occur.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their Dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's Dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

- 10.4 An enrollee who has exhausted continuation of coverage under federal COBRA may continue coverage for up to 36 months from the date the enrollee's continuation of coverage began, if the enrollee is entitled to less than 36 months of continuation of coverage under federal COBRA.

#### 10.5 ELECTION OF CONTINUED COVERAGE

The Primary Enrollee's employer shall notify Delta Dental in writing within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer or the administrator in writing within 60 days of Qualifying Events 2, 3, 4 or 5, or within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer or the administrator will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer or the administrator written notice of the election to continue coverage. Failure to provide this written notice of election to the employer or the administrator within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial premium to his or her employer or the administrator, which includes the premium for each month since the loss of coverage. Failure to pay the required premium within the 45 days will result in loss of the right to continued coverage, and any premiums received after that date will be returned to the Qualified Beneficiary.

#### 10.6 CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

#### 10.7 TERMINATION OF COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occur:

1. The allowable number of consecutive months of continued coverage is reached;
2. Failure to pay the required Premium in a timely manner;
3. The employer ceases to provide any group dental plan to its employees;
4. The individual moves out of the plan's service area;
5. The individual first obtains coverage for dental benefits, after the date of the election of continued coverage, under another group health plan (as an employee or Dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such person, if that pre-existing condition is covered under this plan;
6. Entitlement to Medicare.

The employer or Primary Enrollee shall notify Delta Dental or the administrator within 30 days of the occurrence of any of the above events. Once continued coverage terminates, it cannot be reinstated.

#### 10.8 TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person's ability to elect continuation