



# **RESOLUTION No. 20-517**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING THE GROUP DENTAL APPLICATION AND DENTAL ADMINISTRATIVE SERVICES CONTRACT WITH DELTA DENTAL OF CALIFORNIA TO PROVIDE DENTAL INSURANCE BENEFITS TO ELIGIBLE ENROLLEES AND GRANTING THE HUMAN RESOURCES DIRECTOR AUTHORITY TO EXECUTE THE ADMINISTRATIVE SERVICES CONTRACT ON BEHALF OF THE COUNTY**

WHEREAS, on April 28, 2020, by Resolution No. 20-151, the Board approved Keenan and Associates as our new benefits broker; and

WHEREAS, Keenan and Associates went out to bid on a variety of eligible enrollee benefits in order to provide the County with benefits and services at a better price and with additional customer service options; and

WHEREAS, the County has maintained a contract with Delta Dental through a plan administrator to provide dental benefits since 1977; and,

WHEREAS, the research conducted revealed that the County could realize significant cost savings by dissolving the current benefits administration agreement with CSAC-EIA and contracting directly with Delta Dental for our dental insurance benefits administration; and

WHEREAS, the cost savings realized by the County by directly contracting with Delta Dental of California for dental insurance benefits is approximately \$30,000 per year; and

WHEREAS, the dental insurance premiums will continue to be self-funded by the enrollees, while the County will be responsible for the payment of administrative and claim services through Delta Dental at the monthly rate of \$10.02 per insured enrollee; and

WHEREAS, the Group Dental Application and Dental Administrative Services Contract will cover the period of January 1, 2021 to December 31, 2021.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Group Dental Application for dental benefits and the Dental Administrative Services Contract by and between the County of Nevada and Delta Dental for the period January 1, 2021 through December 31, 2021, be and hereby are approved in substantially the same form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the Board of Supervisors, that the Human Resources Director is authorized to execute the Dental Administrative Services Contract on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 15th day of December, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: Julie Patterson Hunter

Heidi Hall  
Heidi Hall, Chair

12/15/2020 cc: HR\*  
AC\*

## EXHIBIT A



## GROUP DENTAL APPLICATION

Delta Dental of California

560 Mission St., Ste 1300

San Francisco, California 94105

## APPLICANT INFORMATION

Name of Applicant: Nevada County		Fed. ID/TIN: 94-6000526	
Contact: Nancy Haffey	Phone: 530-265-7189	Fax:	
Street Address: 950 Maidu Avenue, Ste 260		Email: nancy.haffey@co.nevada.ca.us	
City: Nevada City	State: CA	Zip: 95959	County:
Group Type: Employer		Sub-Group Type:	
Situs State: CA	Delta Dental Group #: 21089	<input type="checkbox"/> ERISA	
Contract Term From: 1/1/2021		Through: 12/31/2021	

## PLAN TYPES

☒ Delta Dental PPO plus Premier™
 ☐ Delta Dental PPO™

## PLAN FEATURES

PPO Pricing PPO Contracted Fees	Premier Pricing Premier Contracted Fees	Non-Delta Dental Pricing Program Allowance
<input type="checkbox"/> Incentive	<input type="checkbox"/> Flexible dual choice	<input type="checkbox"/> Table of Allowance

**BENEFIT DESIGN** [See Additional Information](#)

Dental Service Category	PPO (%)	Premier (%)	Non-Delta Dental (%)	Benefit Subcategories	Covered As
Diagnostic & Preventive (D&P) Services	100%	100%	100%	Crowns/Cast Restorations	Major
Basic Services	100%	100%	100%	Endodontics	Basic
Major Services	80%	80%	80%	Implants	Major
Orthodontic (Ortho) Services	50%	50%	50%	Oral Surgery	Basic
Ortho Benefited for: Adults, Children and Students				Simple Extractions	Basic
Ortho to child age: 26				Non-Surgical Periodontics	Basic
Ortho to student age: 26				Surgical Periodontics	Basic
Deductibles	PPO	Premier	Non-Delta Dental	Prosthodontics	Other
Per Enrollee/Calendar Year	\$0	\$0	\$0	Sealant	Basic
Per Family/Calendar Year	\$0	\$0	\$0	Space Maintainer	D&P
Annual Deductible Waived for				Denture Reline	Other
				Denture Repair	Other
Lifetime Ortho Deductible per Enrollee	\$0	\$0	\$0	Denture Rebase	Other
Deductible 4th quarter carryover applies	No			TMJ	Not Covered
Maximums	PPO	Premier	Non-Delta Dental		
Per Enrollee/Calendar Year	\$2,500	\$2,500	\$2,500		
Lifetime Ortho Maximum / Patient	\$2,500	\$2,500	\$2,500		
Annual Maximum waived for D&P	N/A				
Waiting Periods					
Waived for Initial Enrollees	N/A				
<input type="checkbox"/> Basic: months					
<input type="checkbox"/> Major: months					
<input type="checkbox"/> Orthodontics: months					
<input type="checkbox"/> Other: months					
Waiting periods applied from the Effective Date reported for the:					



RATES AND FUNDING ☐ See Additional Information

Employer Contribution:

Employees/Members (%): 100%

Dependents (%): 80%

Required Participation:

Employees/Members: 933

Dependents:

☐ Non-Retention

☐ Retention

☐ Guaranteed Administration

☒ ASC

Claim settlement: Weekly by ACH Credit

Fee settlement: Monthly by ACH Credit

Payment Method:

Rates Payment Frequency:

If other:

	Guaranteed				
From:	01/01/2021				
To:	12/31/2021				
\$ PEPM	10.02				

Administrative Service Contract Type

Stop Loss:

Prefund:

ELIGIBILITY INFORMATION ☐ [See Additional Information](#)

Census Data

Total number of Eligible Employees/Members: 1055

Total Number of Employees/Members: 1055

Section 125 ☒ Yes ☐ No

Parallel Enrollment ☐ Yes ☒ No Name of other Carrier:

Multiple Plan Option ☐ Yes ☒ No Name of other Carrier:

Eligible Individuals

☒ All Employees/Members

☒ Retired Employees

☐ Other:

Eligibility Requirement

☐ First of month following completion of of continuous employment/membership

☐ Date of Hire/Membership

☒ First of the month following Date of Hire/Membership

☐ Hours per week

☐ Other

☒ Termination for primary enrollees is end of month

☐ Other:

Dependent Coverage

☒ Spouse ☒ Termination for spouse is end of month

☐ Other:

☒ Children to age: 26

☒ Students to age: 26

☒ Termination for children/students is end of month

☐ Other:

☒ Regardless of marital, student or support status

Domestic Partner Coverage Yes

☒ Same Gender

☒ Opposite Gender

☒ Children of Domestic Partner

☒ Continuation of COBRA for Domestic Partner

Additional Information (Attach additional page if necessary)

Posterior Composites Covered.

Dentures is covered at 50% for PPO, 50% for Premier and 50% for Out of Network providers.

Denture Adjustments is covered at 50% for PPO, 50% for Premier and 50% for Out of Network providers.

Denture Repair is covered at 50% for PPO, 50% for Premier and 50% for Out of Network providers.

Denture Reline is covered at 50% for PPO, 50% for Premier and 50% for Out of Network providers.

Denture Rebase is covered at 50% for PPO, 50% for Premier and 50% for Out of Network providers.

## ELECTRONIC DELIVERY OF DOCUMENTS TERMS AND CONDITIONS

Delta Dental strives to be a green enterprise. As part of Delta Dental's green initiatives, We offer you and your Enrollees and their adult dependents the opportunity to have your Dental contract-related documents and/or Enrollee Communications made available electronically subject to the following terms & conditions.

1. **Communication Methods:** Communications may be provided in electronic form either by:

- Accessing [deltadentalins.com](http://deltadentalins.com) or Our designated administrator website, or
- Via email to a valid email address

Contract documents and notices provided by electronic methods will be considered delivered and received, unless there is an indication that the email address provided is invalid. All written documents delivered electronically will be considered "in writing." Such electronic communications should be reduced to print or downloaded for recordkeeping.

2. **Types of Documents:**

- a. **Contractholder Communications:** Documents available electronically include, but are not limited to: Dental Contract, the Enrollee Evidence of Coverage (Certificate/EOC) and notices subject to the limitations in Uniform Electronic Transactions Act ("UETA") or other applicable law.
- b. **Enrollee Communications:** Documents include the Evidence of Coverage ("EOC"); Explanation of Benefits ("EOB") or Enrollee Claim Statement, Notice of Action and a Pre-authorization, Authorization, or a Pre-determination or claim summary statement; General Enrollee Notices; and General Inquiry Correspondence subject to the limitations or UETA or other applicable law.

3. **Enrollee Communications:** If selecting electronic delivery of Enrollee Communications, the Parties (Delta Dental and Contractholder) agree that, by providing Us with a list of Enrollees and their email addresses, the Contractholder warrants Enrollees and adult dependents have access to general internet services and such Enrollees and adult dependents have consented to receive Enrollee Communications electronically as required by UETA or other applicable law. Contractholder further warrants Enrollees and adult dependents were provided a clear statement of their right to receive paper communications or withdraw electronic consent. Enrollees and adult dependents who do not provide consent, withdraw consent or do not have internet access will receive required Enrollee Communications by the United States postal service.

Delta Dental shall provide an online Delta Dental account for each Enrollee or adult dependent to receive and manage their electronic Enrollee Communications. Once the Enrollee or adult dependent accounts have been established, when an electronic Enrollee Communication, such as a benefit statement, is created, Delta Dental will inform the Enrollee or adult dependent of the document's availability with an e-mail sent to the address provided by Contractholder.

Through their Delta Dental internet account, each Enrollee and adult dependent shall control their communication preferences and may choose to return to receiving paper statements.

Contractholder further warrants and will be responsible for notifying Us of any change to an Enrollee's or adult dependent's email address or any revocation or withdrawal of an Enrollee's or adult dependent's consent if and when such information is provided to the Contractholder.

4. **How to Withdraw Consent:** Consent may be withdrawn to transact business electronically by contacting Us or Our designated administrator. We may treat an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of consent to receive electronic Communications. Any request to withdrawal consent to received electronic communications will be effective only after We have had a reasonable period of time to process the request.
5. **How to Update Electronic Records:** It is your responsibility to provide Us with true, accurate and complete email address(es), and to maintain and update promptly any changes in this information. Information can be updated by contacting Us or Our designated administrator.
6. **Hardware and Software Requirements:** In order to access, view, sign and retain electronic documents, the following hardware/software is highly recommended:
  - An internet ready device with access to an email account and access to an internet browser and sufficient storage capacity to store data.
  - Access to Adobe products will not be required to electronically sign forms but may be necessary view, download or print documents.

We will update notice of any changes to Our hardware or software requirements that could impact receiving or signing electronic documents.

Applicant has reviewed the Electronic Delivery Terms and Conditions above and consents to have the following Delta Dental contract-related documents and notices provided electronically:

☒ Contractholder Communications

☐ Enrollee Communications

**Recipient of Contractholder Communications:**

☒ Same as above contact.

☐ Other (provide name and email address or facsimile number):

Application is herewith made for a dental service contract from **Delta Dental of California** (Delta Dental). Applicant understands that, regardless of the effective date above, unless and until 1) this Application is executed by a duly authorized officer of Applicant, is returned to Delta Dental and is accepted by Delta Dental; 2) the premium is paid; and 3) enrollment procedures are completed, no claims will be paid for Enrollees under the contract. It is understood that this Application is offered as an inducement for issuance of a dental service contract by Delta Dental. Such contract will be based exclusively on the information given to or acquired by Delta Dental from this Application and the terms of said contract will be issued separately. The contract will be deemed accepted and approved based on the Applicant's payment of premium after delivery of the contract. To that end, the signer of the Application declares that he/she has read the statements and answers above and that to the best of his/her knowledge that the answers are true. No waiver or modification of the Application shall be accepted unless in writing and signed by an authorized officer of Applicant.

This plan shall become effective only upon issuance of a written agreement executed by a duly authorized officer of Delta Dental. In the absence of fraud or intentional misrepresentation of material fact, the statements in this application are deemed to be representations and not warranties. Any misrepresentation, omission, concealment of fact or incorrect statement which is material to the acceptance of risk may prevent recovery if, had the true facts been known to Delta Dental we would not in good faith have issued the contract at the same premium rate.

Except as otherwise limited by the Health Insurance Portability Accountability Act and its administrative simplification regulations ("HIPAA"), Applicant shall provide Delta Dental with Protected Health Information ("PHI") for the proper implementation, administration and management of the group dental contract for which the Applicant is applying. Delta Dental agrees that the PHI will be held confidential and used or further disclosed only to administer the group dental plan as described in the group dental service contract or as permitted or required by law. Delta Dental and Applicant shall comply with all applicable federal and state laws and regulations relating to administrative simplification, security, and privacy of PHI, including the terms of any business associate agreement/addendum that may be required as part of the group dental service contract to be executed between the Applicant and Delta Dental.

Executed this       day of    October       20 20 for the Applicant at:    Nevada City CA

(City and State)

By: Steven Rose

Signature:

Delta Dental Authorized Signature:

Michael G. Hankinson, Esq.,  
Executive Vice President, Chief Legal Officer

# AGENT/CONSULTANT INFORMATION (if applicable)

Agency/Agent Name: Keenan & Associates		
Contact Name: Stacey Comerchero		
Contact Phone: 916 859-7160 x4281	Contact Email: scomerchero@keenan.com	
State license #: 0451271	Commission(s): \$4.00 PEP	SSN/TIN: see W-9
Payable to: Keenan & Associates		
Commission mailing address: PO Box 4238 Attn: Accounts Receivable/Direct Bill		
City: Torrance	State: CA	Zip: 90510
Please provide a W-9 form		
Agent Signature: Stacey Comerchero	Digitally signed by Stacey Comerchero Date: 2020.09.02 08:05:17 -07'00'	Date:

# GENERAL AGENT INFORMATION (if applicable)

Agency/Agent Name:		
Contact Name:		
Contact Phone:	Contact Email:	
State license #:	Commission(s):	SSN/TIN: see W-9
Payable to:		
Commission mailing address:		
City:	State:	Zip:
Please provide a W-9 form		
Agent Signature:	Date:	

## DENTAL ADMINISTRATIVE SERVICES CONTRACT

This Contract is entered into between **Nevada County** (Contractholder) and **Delta Dental of California** (hereinafter referred to as Delta Dental).

Whereas, Contractholder has adopted an employee dental benefit plan (the Plan), which is set forth in the employee benefit booklet, as shown in Section 7, mutually agreed upon by Contractholder and Delta Dental, and for which Contractholder retains all liabilities;

Whereas, Contractholder has requested Delta Dental to provide certain administrative services to the Plan and Delta Dental has agreed to provide such services in accordance with this Contract and, without assuming any liability of the Contractholder under the Plan;

Now therefore, in consideration of the mutual promises and covenants contained in this Contract, it is hereby agreed as follows:

### SECTION 1. DEFINITIONS

Terms with capital letters appearing in this Agreement shall have the meaning given to them in the Plan attached hereto as shown in Section 7. In addition, the following terms shall have these meanings:

- 1.01 **Contract** means this agreement between Delta Dental and Contractholder including the attached appendices, endorsements and riders, if any. This Contract constitutes the entire agreement between the parties.
- 1.02 **Contract Term** means the period during which this Contract is in effect. The Contract Term is shown in Appendix A.
- 1.03 **Plan** means the self-funded dental benefits program for Contractholder's employees or members and their eligible dependents as set forth in Section 7.

### SECTION 2. DUTIES OF DELTA DENTAL

For the administrative charge set forth in Appendix A, Delta Dental will provide Contractholder with the following services for the administration and operation of the Plan:

#### 2.01 **Claims Services**

Delta Dental shall provide the following claim services:

- a) Evaluate and process claims presented for Benefits described in the employee dental benefit booklet approved by Delta Dental and Contractholder. Claims shall be processed in accordance with Delta Dental's standard processing policies and the employee dental plan booklet as shown in Section 7 of this Contract. Services shall not be covered when received by a patient who is not an Enrollee at the time of treatment except for Single Procedures started while the patient was covered. Proof of loss must be furnished to Delta Dental within 12 months after care is received. Failure to furnish proof of loss within this time period shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof of loss within such time and that such proof of loss was furnished as soon as reasonably possible. Proof of loss must be given no later than one (1) year from such time (unless the claimant was legally incapacitated). All written proof of loss must be given to Delta Dental within 12 months of the termination of the Contract.
- b) Predetermine the amount of Benefits payable under the Contract. Pre-Treatment Estimate will be valid for 365 days from the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:
  - the date this Contract terminates;
  - the date the Enrollee's coverage ends; or
  - the date the Delta Dental Premier<sup>®</sup> Provider's (Premier Provider) or Delta Dental PPO Provider's (PPO Provider) agreement with Delta Dental ends.
- c) Investigate claims when appropriate. This includes, but is not limited to, referring claims to professional consultants. In addition, Delta Dental may obtain to the extent permitted by California law, from any Provider or from hospitals in which a Provider's care is provided, such information and records relating to an Enrollee as Delta Dental may require to determine the claim, or Delta Dental may require that an Enrollee be examined by a dental



consultant retained by Delta Dental in or near his community or residence. Such information and records will be kept confidential.

- d) Coordinate Benefit coverage when Benefits are being provided under two (2) or more group benefit plans or group health care programs as described in the employee benefit booklet prepared by Delta Dental and approved by Contractholder.
- e) Delta Dental may suspend claims for Enrollees if it does not receive all amounts due, in the amount and manner required by Section 3 and Appendix A. Also, Delta Dental shall not pay claims for any person unless included on the monthly eligibility list when the dental services are performed. However, a child shall be covered if notice of birth and payment are received within 31 days after birth. All payments for services performed by a PPO or Premier Provider will be made directly to the Provider. With regard to services performed by a Non-Delta Dental Provider, the Primary Enrollee may request in writing when filing proof of loss to have the payment made to the Provider. All other payments shall be payable to the Primary Enrollee, or to the estate, except that if the person is a minor or otherwise not competent to give a valid release, payment may be made payable to his parent, guardian or other person actually supporting him, unless otherwise specified by a valid court order.
- f) Document claim payments to providers for the purpose of reporting to the Internal Revenue Service.
- g) Furnish to any Provider or any Enrollee, on request, a Claim Form to make a claim for payment for services under the Plan.
- h) Notify the Primary Enrollee if any Benefits are denied for services submitted on a Claim Form. An Enrollee has 180 days after receiving a notice of denial to appeal it by writing to Delta Dental giving reason why the denial is disputed. The Enrollee may also ask Delta Dental to examine any records to aid an appeal. Delta Dental will review the denial in accordance with the Plan and render a decision. Should the Primary Enrollee further appeal Delta Dental's decision to Contractholder, Delta Dental shall assist Contractholder by providing information necessary to conduct its review.
- i) Provide Contractholder with an annual projection of paid claims.
- j) Provide Contractholder with standard claim activity reports.

#### 2.02 **Dental Care Booklet**

Delta Dental shall be responsible for drafting an employee dental care booklet which summarizes the Benefits and to whom Benefits are payable. Delta Dental is also responsible for providing this booklet to the Contractholder in an electronic format. The booklet is non-assignable and the Benefits are non-assignable prior to a claim. If any amendment to this Contract shall materially affect any Benefits described in such booklet, new booklets and amendments showing the change shall be issued.

#### 2.03 **Identification Card**

Delta Dental will make a non-transferable identification card available for each Primary Enrollees to download from Delta Dental's website ([deltadentalins.com](http://deltadentalins.com)).

#### 2.04 **PPO Providers and Premier Providers**

Delta Dental will provide access to PPO Provider and Premier Provider network listings on the Internet. Delta Dental's website address is [deltadentalins.com](http://deltadentalins.com).

- a) Contractholder understands and agrees that any agreement between Delta Dental and a network dentist is that of an independent contractor. Delta Dental shall not be responsible for any care rendered or not rendered. Delta Dental shall provide Contractholder with an electronic version of the PPO Provider Directory.
- b) Any information relating to PPO Providers and Premier Providers will be considered the sole property of Delta Dental and shall not be distributed to third parties or for any purpose other than one which is reasonably necessary to carry out the terms of the Contract.
- c) Delta Dental does not guarantee the availability of any Provider nor is it required that dental services be provided by any specific Provider.

### **SECTION 3. DUTIES OF CONTRACTHOLDER**

#### **3.01 Eligibility**

On or before the Effective Date, Contractholder will furnish to Delta Dental, in writing or in electronic media format agreed by Delta Dental and the Contractholder, a listing of eligible Primary Enrollees and Dependent Enrollees. The listing must show the names, Enrollee ID numbers, dates of hire, dates of birth, dependent status and location codes, if any. The eligibility list shall include all active employees unless the employee waives coverage in writing or the Eligible Employee enrolls in an alternate dental plan offered by Contractholder. The eligibility list may also include retired employees.

Thereafter, before the 10<sup>th</sup> of each month, Contractholder must furnish to Delta Dental in the format agreed to above, a listing indicating specific additions, changes or terminations made during the prior month.

Contractholder will notify Delta Dental in writing of any requests for administrative fee adjustments for Enrollees who should have been terminated in the event Delta Dental was not previously notified of the termination(s). Said termination date will be adjusted retroactively to the immediately preceding three (3) months plus the current month, provided:

- a) no claims were submitted to be processed on said Enrollee subsequent to the date of retroactive termination; and
- b) The administrative fees were actually paid for the Enrollee subsequent to the date of retroactive termination.

Delta Dental will notify the Contractholder in writing of the revised termination date and administrative fees will be adjusted accordingly.

Delta Dental will not pay any Benefits for an Enrollee or Dependent Enrollee if proof of eligibility is not submitted. Also, Delta Dental will not pay Benefits for an Enrollee if the administrative fees are not paid for the month in which dental services are rendered.

#### **3.02 Audits**

Contractholder shall permit Delta Dental to audit its records to determine whether the lists of Primary Enrollees are correct and to verify the monthly payments match the administrative charges. Delta Dental shall give Contractholder written notice within a reasonable time before the audit date.

#### **3.03 Printing and Distribution**

Contractholder agrees to consult with Delta Dental to the extent reasonably practical concerning any material published or distributed relating to the Contract. No such material shall be published or distributed which is contrary to the terms of the Contract.

Contractholder will make the dental booklet(s) drafted by Delta Dental available to each Primary Enrollee via its internal computer network or through its website. Contractholder will neither change nor revise these booklets without the prior written approval of Delta Dental.

#### **3.04 Electronic Transfer of Funds**

Delta Dental will produce a weekly summary of claims paid. This information will be transmitted weekly by fax or email to the Contractholder. Contractholder will initiate a weekly Automatic Clearing House Credit to Delta Dental's account within three (3) business days of receiving the weekly summary of claims paid by Delta Dental.

Delta Dental may suspend claims payments at any time if the requested electronic funds transfer is not received within the allotted time frame.

### **SECTION 4. RELATIONSHIP OF THE PARTIES**

4.01 Delta Dental is an independent contractor with Contractholder.

4.02 Delta Dental shall be responsible for fulfilling all administrative duties and obligations set forth in this Agreement. Notwithstanding the foregoing, Delta Dental may, in its discretion, delegate one or more functions or tasks to one or more subsidiaries or affiliated companies (companies under common control with or by Delta Dental), however, such delegation shall not in any way affect Delta Dental's continuing obligation to perform its stated duties and obligations.

#### 4.03 Indemnification

Contractholder shall indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Contractholder's negligent performance or non-performance of its obligations under this Contract.

Delta Dental shall indemnify, defend and hold harmless the Contractholder, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Delta Dental's negligent performance or non-performance of its obligations under this Contract.

#### 4.04 Impossibility of Performance

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

### SECTION 5. GENERAL PROVISIONS

5.01 If during the Contract Term any new or increased tax, assessment, or fee is imposed on the amounts payable to, or by, Delta Dental under this Contract or any immediately preceding contract between Delta Dental and the Contractholder, the amount stated in Appendix A will be increased by the amount of any such new or increased tax, assessment, or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

5.02 The parties agree that all questions regarding interpretation or enforcement of the Contract shall be governed by the laws of the State of California, where the Contract was entered into and is to be performed. Any provision of the Contract which, on its Effective Date, is in conflict with statutes of said state is hereby amended to conform to minimum requirements of such statutes.

5.03 Delta Dental is a member of the Delta Dental of California Holding Company System (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

5.04 Delta Dental will not be responsible or liable for any incorrect, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.

5.05 All formal notices required under the Contract must be in writing and sent by first-class United States Mail, overnight delivery service or personal delivery. Notice by first class United States Mail shall be effective forty-eight (48) hours after mailing.

Notice to Delta Dental shall be to: Delta Dental of California  
560 Mission Street, Suite 1300  
San Francisco, CA 94105

Notice to Contractholder shall be to: Nevada County  
950 Maidu Avenue, Suite 260  
Nevada City, CA 95959

5.06 Both parties to the Contract agree to permit and encourage the professional relationship between Provider and patient to be maintained without interference.

5.07 The Contract may not be amended, except in writing by mutual consent of Delta Dental and Contractholder.

- 5.08 If any portion of the Contract or any amendment thereto shall be determined by a court or other competent authority to be illegal, void or unenforceable, such determination shall not abrogate the Contract or any portion thereof other than such portion determined to be illegal, void or unenforceable, and all other portions of the Contract shall remain in full force and effect.
- 5.09 Contractholder shall comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.
- 5.10 Absent fraud, each statement made by the Contractholder or Enrollee is considered to be a representation and not a warranty.

## **SECTION 6. TERMINATION AND RENEWAL**

- 6.01 The term of the Contract shall be for the period set forth in Appendix A.
- 6.02 The Contract may be terminated only for the following causes:
- a) By Delta Dental, upon Contractholder's failure (i) to furnish Delta Dental with a list of all Primary Enrollees and Dependent Enrollees as required under Section 3.01; (ii) to permit the inspection of records as called for under Section 3.02; or (iii) to pay all amounts due, in the amount and manner required by Section 3 and Appendix A.
  - b) By either Contractholder or Delta Dental, upon expiration of a Contract Term.
  - c) By Delta Dental, in the event that the number of Primary Enrollees reported by Contractholder to Delta Dental shall be less than the minimum number of Primary Enrollees (shown in Appendix A) in each of three (3) consecutive months, but only upon written notice, given not more than 15 days after receipt of the list of Primary Enrollees which indicates that such grounds for termination exist, effective as of the last day of the month in which notice of termination is given.
  - d) By Delta Dental, in the event that the bank account for claim payment remains under funded as a result of insufficient funds for more than 15 days. The Contract shall terminate as of the last day of the month after the fifteen days under funding has occurred.
- 6.03 In the event of termination by Delta Dental, all Benefits shall terminate and Delta Dental shall be released from all further obligations of the Contract, effective on the last day of the month in which written notice of termination is given. Contractholder shall remain liable for claims incurred, paid or otherwise discharged during the term of the Contract and during the 12-month claims run-out period.
- 6.04 The Contract may be terminated at the end of a Contract Term only by at least 60 days written notice.
- 6.05 Delta Dental will notify the Contractholder in writing within 180 days prior to the end of each Contract Term of the renewal information.
- 6.06 In the event of termination by the Contractholder, upon 30 days written notice by the terminating party to the other party of such termination in which event Delta Dental shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination. Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

Delta Dental and the Contractholder understand and agree that at the expiration of this Agreement or any extension thereto, the Contractholder shall in no way be further obligated to Delta Dental and shall remain liable for claims incurred, paid or otherwise discharged during the term of the Contract and during the 12-month claims run-out period.

**SECTION 7. ATTACHMENTS**

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

**Appendix A Administrative Contract Variables**

**Appendix B Employee Benefit Booklet**

**SECTION 8. SIGNATURES**

The terms of this Contract are agreed to by:

**DELTA DENTAL OF CALIFORNIA**

**NEVADA COUNTY**



Name of Officer: Michael G. Hankinson, Esq.

Name of Officer: \_\_\_\_\_

Title: EVP, Chief Legal Officer

Title: \_\_\_\_\_

Date: October 6, 2020

Date: \_\_\_\_\_

## **APPENDIX A**

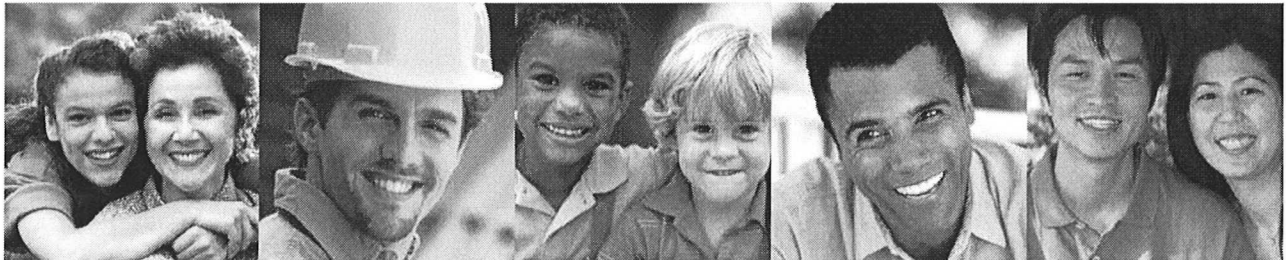
### **ADMINISTRATIVE CONTRACT VARIABLES**

- A. Contract Number: 21089
- B. The administrative services performed by Delta Dental under this Contract shall be effective commencing on January 1, 2021.
- C. The Contract Term shall be for the period commencing on January 1, 2021 and concluding on December 31, 2021.
- D. The monthly administrative charge is based on 933 covered employees and the composition of the Contractholder's group at the beginning of each Contract Term. Delta Dental may propose a choice of changes in administrative charges for a 15 percent change in composition during the Contract Term, such as an increase or decrease in enrollment, change in location, change in job classifications, change in mix of active versus retiree enrollment or other similar change in the Contractholder's group composition that lasts three (3) months in a row or longer and results in an increase in cost per person of the Contractholder's group. Within 31 days of receipt of the proposed change(s), Contractholder will select one of the choices by written notice to Delta Dental. If Contractholder fails to do so, Delta Dental may select one of the choices by written notice to Contractholder. This Contract will be modified for all dental services predetermined and incurred after notice.
- E. Delta Dental on a monthly basis will reconcile and bill for the administration of the Plan. Contractholder shall furnish to Delta Dental monthly payments of \$10.02 for each Primary Enrollee as compensation for administering the program. Any payment received after 90 days of the due date shall be subject to interest equal to one percentage point above the then current three month U.S. Treasury Bill rate.
- F. Delta Dental may change the amounts charge whenever the Contract is amended or whenever the Contractholder requests a change in Benefits or eligibility or when applicable under 5.01. Any change in amounts due shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing (except as provided in D and E above or when applicable under 5.01).
- G. The minimum number of Primary Enrollees for termination purposes is less than 10 or a reduction of 30% or more over three (3) consecutive months.

## **APPENDIX B**

### **EMPLOYEE BENEFIT BOOKLET**

### **NEVADA COUNTY**



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**deltadentalins.com**

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**Group No: 21089**

**Effective Date: January 1, 2021**



## Table of Contents

INTRODUCTION.....	1
DEFINITIONS.....	2
COST OF COVERAGE .....	4
ELIGIBILITY AND ENROLLMENT .....	4
CONDITIONS UNDER WHICH BENEFITS ARE PROVIDED .....	6
SELECTING YOUR PROVIDER .....	8
CLAIMS APPEAL .....	8
GENERAL PROVISIONS .....	10

## Attachments

ATTACHMENT A: DEDUCTIBLES, MAXIMUMS AND CONTRACT BENEFIT LEVELS

ATTACHMENT B: SERVICES, LIMITATIONS AND EXCLUSIONS

## INTRODUCTION

We are pleased to welcome you to the group dental plan for **Nevada County**. Your plan is self-funded by your employer and your claims are administered by Delta Dental. Our goal is to provide you with the highest quality dental care and to help you maintain good dental health. We encourage you not to wait until you have a problem to see the Provider, but to see him/her on a regular basis.

This Employee Benefit Booklet is a summary of your group dental program. Please read it carefully. It only summarizes the detailed provisions of the group dental contract issued by Delta Dental of California ("Delta Dental") and cannot modify the Contract in any way.

### Using This Employee Benefit Booklet

This Employee Benefit Booklet, which includes Attachment A, Deductibles, Maximums and Contract Benefit Levels (Attachment A) and Attachment B, Services, Limitations and Exclusions (Attachment B), discloses the terms and conditions of your coverage and is designed to help you make the most of your dental plan. It will help you understand how the plan works and how to obtain dental care. Please read this booklet completely and carefully. Keep in mind that "you" and "your" mean the individuals who are covered. "We," "us" and "our" always refer to Delta Dental. In addition, please read the Definitions section, which will explain any words that have special or technical meanings under the Contract.

The benefit explanations contained in this booklet are subject to all provisions of the Contract on file with your employer, trust fund, or other entity ("Contractholder") and do not modify the terms and conditions of the Contract in any way, nor shall you accrue any rights because of any statement in or omission from this booklet. This booklet is *not* a Summary Plan Description to meet the requirements of ERISA.

**Notice:** *This booklet is a summary of your group dental plan and must be in effect at the time covered dental services are provided. This information is not a guarantee of covered benefits, services or payments.*

### Contact Us

For more information please visit our website at [deltadentalins.com](http://deltadentalins.com) or call our Customer Service Center. A Customer Service Representative can answer questions you may have about obtaining dental care, help you locate a Delta Dental Provider, explain benefits, check the status of a claim, and assist you in filing a claim.

You can access our automated information line at 888-335-8227 during regular business hours to obtain information about Enrollee eligibility and benefits, group benefits, or claim status, or to speak to a Customer Service Representative for assistance. If you prefer to write us with your question(s), please mail your inquiry to the following address:

DELTA DENTAL OF CALIFORNIA  
560 Mission Street  
Suite 1300  
San Francisco, CA 94105

## DEFINITIONS

Terms when capitalized in your Employee Benefit Booklet have defined meanings, given in the section below or throughout the booklet sections.

**Accepted Fee:** the amount the attending Provider agrees to accept as payment in full for services rendered.

**Benefits:** covered dental services provided under the terms of the Contract.

**Calendar Year:** the 12 months of the year from January 1 through December 31.

**Claim Form:** the standard form used to file a claim or request Pre-Treatment Estimate.

**Contract:** the agreement between Delta Dental and the Contractholder, including any attachments.

**Contract Benefit Level:** the percentage of the Maximum Contract Allowance that Delta Dental will pay after the Deductible has been satisfied as shown in Attachment A.

**Contractholder:** the employer, union or other organization or group as named herein contracting to obtain Benefits.

**Contract Year:** the 12 months starting on the Effective Date and each subsequent 12 month period thereafter.

**Deductible:** a dollar amount that an Enrollee and/or the Enrollee's family (for family coverage) must pay for certain covered services before Delta Dental begins paying Benefits.

**Delta Dental Premier' Provider (Premier Provider):** a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for covered services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.

**Delta Dental Premier Contracted Fee:** the fee for a Single Procedure covered under the Contract that a Premier Provider has contractually agreed to accept as payment in full for covered services.

**Delta Dental PPO<sup>SM</sup> Provider (PPO Provider):** a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee contracted fees as payment in full for covered services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.

**Delta Dental PPO Contracted Fee:** the fee for a Single Procedure covered under the contract that a PPO Provider has contractually agreed to accept as payment in full for covered services.

**Dental Emergency:** Dental screening, examination, and evaluation by a Provider, or, to the extent permitted by applicable law, by other appropriate licensed persons under the supervision of a Provider, to determine if an emergency dental condition exists and, if it does, the care, treatment, and surgery, if within the scope of that person's license, necessary to relieve or eliminate the emergency dental condition, within the capability of the facility.

**Dental Emergency Condition:** a dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate dental attention could reasonably be expected to result in: 1) placing the Enrollee's health in serious jeopardy; 2) causing other serious dental or health consequences, and/or 3) causing serious impairment of dental functionality.

**Dependent Enrollee:** an Eligible Dependent enrolled to receive Benefits.

**Effective Date:** the original date the Contract starts. This date is given on this booklet's cover and Attachment A.

**Eligible Dependent:** a dependent of an Eligible Employee eligible for Benefits.

**Eligible Employee:** any employee or retiree as eligible for Benefits.

**Enrollee:** an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

**Enrollee Pays:** Enrollee's financial obligation for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as "Delta Dental Pays" on the claims statement when a claim is processed.

**Enrollee's Effective Date of Coverage:** the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.

**Maximum:** is the maximum dollar amount ("Maximum Amount" or "Maximum") Delta Dental will pay toward the cost of dental care. Enrollees must satisfy costs above this amount. Delta Dental will pay the Maximum Amount(s), if applicable, shown in Attachment A for Benefits under the Contract.

**Maximum Contract Allowance:** the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates its payment and the Enrollee's financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

- by a PPO Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Delta Dental Provider is the lesser of the Provider's Submitted Fee or the Program Allowance.

**Non-Delta Dental Provider:** a Provider who is not a PPO Provider or a Premier Provider and is not contractually bound to abide by Delta Dental's administrative guidelines.

**Open Enrollment Period:** the month of the year during which employees may change coverage for the next Contract Year.

**Pre-Treatment Estimate:** an estimation of the allowable Benefits under the Contract for the services proposed, assuming the person is an eligible Enrollee.

**Primary Enrollee:** an Eligible Employee enrolled in the plan to receive Benefits; may also be referred to as "Enrollee".

**Procedure Code:** the Current Dental Terminology® (CDT) number assigned to a Single Procedure by the American Dental Association.

**Program Allowance:** the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental sets the Program Allowance for each procedure through a review of proprietary data by geographic area. The Program Allowance may vary by the contracting status of the Provider and/or the Program Allowance selected by the Contractholder.

**Provider:** a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

**Qualifying Status Change:** a change in:

- marital status (marriage, divorce, legal separation, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- employment status (change in employment status of Enrollee or Eligible Dependent);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee, dependent Spouse or child moves);
- a court order requiring dependent coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125.

**Single Procedure:** a dental procedure that is assigned a separate Procedure Code.

**Spouse:** a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where the Contract is issued and delivered;

- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

**Submitted Fee:** the amount that the Provider bills and enters on a claim for a specific procedure.

## **COST OF COVERAGE**

You are not required to contribute towards the cost of your coverage.

You are required to contribute towards the cost of your Dependent Enrollee's coverage.

We may cancel the Contract 30 days after written notice to the Contractholder if the cost of coverage is not paid when due.

## **ELIGIBILITY AND ENROLLMENT**

### **Eligibility Requirements**

An employee becomes eligible on whichever is later, the Effective Date or on the first day of the month following the date of hire.

If your dependents are covered, they will be eligible when you are or as soon as they become dependents.

- Dependents are the Primary Enrollee's Spouse and dependent children from birth to age 26.
- Children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of a partner as recognized by the Contractholder. The dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- An overage dependent child may be eligible 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 child's disability is provided within 31 days of request. Such requests will not be made more than once a year following a two (2)-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 serving active military duty are not eligible, as they are typically covered under health and dental coverage provided by the military while they are on active duty.

### **Enrollment Requirements**

If the Contractholder is paying all coverages for you and your dependents, everyone is automatically enrolled.

If you are paying all or a portion of the coverage for yourself or your dependents then:

- You must enroll within 31 days after the date you become eligible or during an Open Enrollment Period.
- All dependents must be enrolled within 31 days after they become eligible or during an Open Enrollment Period.
- If you elect dependent coverage, you must enroll all of your Dependent Enrollees for coverage.
- You must pay the cost of coverage in the manner elected by the Contractholder and approved by us. Coverage cannot be dropped or changed other than during an Open Enrollment Period or because of a Qualifying Status Change.
- If you pay the cost of coverage for your Dependent Enrollees, you must pay in the manner elected by the Contractholder and approved by us until your dependents are no longer eligible or until you

choose to drop dependent coverage. Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.

- A child who is eligible as a Primary Enrollee and a dependent can be insured under the Contract as a Primary Enrollee or as a Dependent Enrollee but not both at the same time.

### Loss of Eligibility

Your coverage ends on the earlier of the last day of the month you stop working for the Contractholder, are no longer an Eligible Employee of the Contractholder or immediately when the Contract ends. Your Spouse loses coverage when your coverage ends or when dependent status is lost. Your dependent children lose coverage when your coverage ends or the last day of the month when dependent status is lost.

### Continuation of Benefits

We will not pay for any services/treatment received after your coverage ends. However, we will pay for covered services incurred while you were eligible if the procedures were completed within 31 days of the date your coverage ended.

A dental service is incurred:

- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

### Strike, Lay-off and Leave of Absence

You and your dependents will not be covered for any dental services received while you are on strike, lay-off or leave of absence, other than as required under the Family & Medical Leave Act of 1993 or other applicable state or federal law\*.

Benefits for you and your Dependent Enrollees will resume as follows:

- if coverage is reactivated in the same Calendar Year, Deductibles and maximums will resume as if you were never gone; or
- if coverage is reactivated in a different Calendar Year, new Deductibles and maximums will apply.

Coverage will resume provided the Contractholder submits a request to Delta Dental that coverage be reactivated.

\*Coverage for you and your dependents is not affected if you take a leave of absence allowed under the Family & Medical Leave Act of 1993 or other applicable state or federal law. If you are currently paying any part of your cost of coverage, you may choose to continue coverage. If you do not continue coverage during the leave, you can resume that coverage on your return to active work as if no interruption occurred.

**Important:** The Family & Medical Leave Act of 1993 does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

If you are rehired within the same Calendar Year, Deductibles and maximums will resume as if you were never gone.

### Continued Coverage under USERRA

As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if you are covered by the Contract on the date your USERRA leave of absence begins, you may continue dental coverage for yourself and any covered dependents. Continuation of coverage under USERRA may not extend beyond the earlier of:

- 24 months, beginning on the date the leave of absence begins, or;
- the date you fail to return to work within the time required by USERRA.



For USERRA leave that extends beyond 31 days, the cost of coverage for continuation of coverage will be the same as for COBRA coverage.

### **Continuation of Coverage Under COBRA**

COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) provides a way for you and your Dependent Enrollees who lose employer-sponsored group health plan coverage to continue coverage for a period of time. COBRA does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

We do not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).

## **CONDITIONS UNDER WHICH BENEFITS ARE PROVIDED**

We will pay Benefits for the dental services described in Attachment B. We will pay Benefits only for covered services. The Contract covers several categories of dental services when a Provider provides them and when they are necessary and within the standards of generally accepted dental practice standards. Claims will be processed in accordance with our standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. Delta Dental will provide advance notice of such changes to the Contractholder who will then distribute to Primary Enrollees.

We will use the processing policies that are in effect at the time the claim is processed. We may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and Exclusions will be applied for the period the person is an Enrollee under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional eligibility periods, if any, are listed in Attachment A. If you receive dental services from a Provider outside the state of California, the Provider will be paid according to Delta Dental's network payment provisions for said state according to the terms of the Contract.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the Benefit payable under the Contract. Even if the Provider bills separately for the primary procedure and each of its component parts, the total Benefit payable for all related charges will be limited to the maximum Benefit payable for the primary procedure.

### **Enrollee Coinsurance**

We will pay a percentage of the Maximum Contract Allowance for covered services, as shown in Attachment A and you are responsible for paying the balance. What you pay is called the enrollee coinsurance ("Enrollee Coinsurance") and is part of your out-of-pocket cost. You pay this even after a Deductible has been met.

The amount of your Enrollee Coinsurance will depend on the type of service and the Provider providing the service (see section titled "Selecting Your Provider"). Providers are required to collect Enrollee Coinsurance for covered services. Your group has chosen to require Enrollee Coinsurances under this program as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to you, we will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of the fees or allowances that are discounted, waived or rebated.

It is to your advantage to select PPO Providers because they have agreed to accept the Maximum Contract Allowance as payment in full for covered services, which typically results in lower out-of-pocket costs for you. Please refer to the section titled "Selecting Your Provider" for more information.



**Deductible**

Your dental plan features a Deductible. This is an amount you must pay out-of-pocket before Benefits are paid. The Deductible amounts are listed in Attachment A. Deductibles apply to all benefits unless otherwise noted. Only the Provider's fees you pay for covered Benefits will count toward the Deductible.

**Maximum Amount**

Most dental plans have a Maximum Amount. A Maximum Amount is the maximum dollar amount we will pay toward the cost of dental care. You are responsible for paying costs above this amount. The Maximum Amount payable is shown in Attachment A. Maximums may apply on a yearly basis, a per services basis, or a lifetime basis.

**Pre-Treatment Estimate**

Pre-Treatment Estimate requests are not required; however, your Provider may file a Claim Form before beginning treatment, showing the services to be provided to you. We will estimate the amount of Benefits payable under the Contract for the listed services. By asking your Provider for a Pre-Treatment Estimate from us before you agree to receive any prescribed treatment, you will have an estimate up front of what we will pay and the difference you will need to pay. The Benefits will be processed according to the terms of the Contract when the treatment is actually performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date the Contract terminates;
- the date Benefits under the Contract are amended if the services in the Pre-Treatment Estimate are part of the amendment;
- the date your coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

A Pre-Treatment Estimate does not guarantee payment. It is an estimate of the amount we will pay if you are enrolled and meet all the requirements of the program at the time the treatment you have planned is completed and may not take into account any Deductibles, so please remember to figure in your Deductible if necessary.

**Coordination of Benefits**

We coordinate the Benefits under the Contract with your benefits under any other group or pre-paid plan designed to fully integrate with other policies. If this plan is the "primary" plan, we will not reduce Benefits, but if this plan is the "secondary" plan, we determine Benefits after those of the primary plan and will pay the lesser of the amount that we would pay in the absence of any other dental benefit coverage or the Enrollee's total out-of-pocket cost under the primary plan for Benefits covered under the Contract.

- How do we determine which plan is the "primary" program?
  - (1) The plan covering you as an employee is primary over a plan covering you as a dependent.
  - (2) The plan covering you as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - a) secondary to the plan covering the insured person as a dependent and
    - b) primary to the plan covering the insured person as other than a dependent (e.g. a retired employee), then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.
  - (3) Except as stated below, when this plan and another plan cover the same child as a dependent of different persons, called parents:

- a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
  - b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
  - c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
- (4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody, or as a dependent of the custodial parent's Spouse (i.e. step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other policy which covers the child as a dependent child.
- (5) If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in (3) a) through (3) c).
- (6) The Benefits of a plan which covers an insured person as an employee who is neither laid off nor retired are determined before those of a plan which covers that insured person as a laid off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree and an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- (7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination:
- a) First, the Benefits of a plan covering the insured person as an employee or Primary Enrollee (or as that insured person's dependent);
  - b) Second, the Benefits under the continuation coverage.
- If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- (8) If none of the above rules determine the order of benefits, the benefits of the plan which covered you longer are determined before those of the plan which covered you for the shorter term.
- (9) When determination cannot be made in accordance with the above, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental-only plan.

## SELECTING YOUR PROVIDER

### *Free Choice of Provider*

You may see any Provider for your covered treatment whether the Provider is a PPO Provider, Premier Provider or a Non-Delta Dental Provider. This plan is a PPO plan and the greatest benefits – including out-of-pocket savings – occur when you choose a PPO Provider. To take full advantage of your Benefits, we highly recommend you verify a Provider's participation status within a Delta Dental network with your dental office before each appointment. Review this section for an explanation of Delta Dental payment procedures to understand the method of payments applicable to your Provider selection and how that may impact your out-of-pocket costs.

*Locating a PPO Provider*

You may access information through our website at [deltadentalins.com](http://deltadentalins.com). You may also call our Customer Service Center and one of our representatives will assist you. We can provide you with information regarding a Provider's network participation, specialty and office location.

*Choosing a PPO Provider*

A PPO Provider potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide dental Benefits at a charge that has been contractually agreed upon. Payment for covered services performed by a PPO Provider is based on the Maximum Contract Allowance.

*Choosing a Premier Provider*

A Premier Provider is a Delta Dental Provider who has not agreed to the features of the PPO plan. Payment for covered services performed by a Premier Provider is based on the Maximum Contract Allowance. The amount charged by a Premier Provider may be above that accepted by PPO Providers but no more than the Delta Dental Premier Contracted Fee.

*Choosing a Non-Delta Dental Provider*

If a Provider is a Non-Delta Dental Provider, the amount charged to Enrollees may be above that accepted by PPO or Premier Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Non-Delta Dental Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Provider's Submitted Fee. Additional Obligations of PPO and Premier Providers

- The PPO Provider or Premier Provider must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- The PPO Provider or Premier Provider will complete the dental Claim Form and submit it to Delta Dental for reimbursement.
- PPO and Premier Providers accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and contracted fees.

**How to Submit a Claim**

Claims for Benefits must be filed on a standard Claim Form that is available in most dental offices. PPO and Premier Providers will fill out and submit your claims paperwork for you. Some Non-Delta Dental Providers may also provide this service upon your request. If you receive services from a Non-Delta Dental Provider who does not provide this service, you can submit your own claim directly to us. Please refer to the section titled "Notice of Claim Form" for more information.

Your dental office should be able to assist you in filling out the Claim Form. Fill out the Claim Form completely and send it to:

DELTA DENTAL OF CALIFORNIA  
P.O. Box 997330  
Sacramento, CA 95899-7339

**Payment Guidelines**

We do not pay PPO or Premier Providers any incentive as an inducement to deny, reduce, limit or delay any appropriate service.

If you or your Provider files a claim for services more than 12 months after the date you received the services, payment may be denied. If the services were received from a Non-Delta Dental Provider, you are still responsible for the full cost. If the payment is denied because your PPO Provider failed to submit the claim on time, you may not be responsible for that payment. However, if you did not tell your PPO Provider that you were covered under a Delta Dental Policy at the time you received the service, you may be responsible for the cost of that service.

If you have any questions about any dental charges, processing policies and/or how your claim is paid, please contact us.

## Provider Relationships

Enrollees and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to an Enrollee does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

## CLAIMS APPEAL

We will notify you and your Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. You have at least 180 days after receiving a notice of denial to request an appeal or grievance by writing to us giving reasons why you believe the denial was wrong. You and your Provider may also ask Delta Dental to examine any additional information provided that may support the appeal or grievance.

Send your appeal or grievance to us at the address shown below:

DELTA DENTAL OF CALIFORNIA  
P.O. Box 997330  
Sacramento, CA 95899-7339

We will send you a written acknowledgment within 5 days upon receipt of the appeal or grievance. We will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of the Contract, we shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. We will send the Enrollee a decision within 30 days after receipt of the Enrollee's appeal or grievance.

If the Enrollee believes he/she needs further review of their appeal or grievance, he/she may contact his/her state regulatory agency if applicable. 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 (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

## GENERAL PROVISIONS

### Non-Discrimination

Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Delta Dental's Customer Service Center at 800-471-0287.

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

Delta Dental  
P.O. Box 997330  
Sacramento, CA 95899-7330  
Telephone Number: 800-471-0287  
Website Address: [deltadentalins.com](http://deltadentalins.com)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

### **Clinical Examination**

Before approving a claim, we will be entitled to receive, to such extent as may be lawful, from any attending or examining Provider, or from hospitals in which a Provider's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, you as may be required to administer the claim, or have you be examined by a dental consultant retained by us at our expense, in or near your community or residence. We will in every case hold such information and records confidential.

### **Notice of Claim Form**

We will give you or your Provider, on request, a Claim Form to make claim for Benefits. To make a claim, the form should be completed and signed by the Provider who performed the services and by the patient (or the parent or guardian if the patient is a minor) and submitted to us at the address above.

If the form is not furnished by us within 15 days after requested by you or your Provider, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to us, within the time established in said paragraph for filing proofs of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. You or your Provider may download a Claim Form from our website.

### **Written Notice of Claim/Proof of Loss**

We must be given written proof of loss within 12 months after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to us within 12 months of the termination of the Contract.

### **Time of Payment**

Claims payable under the Contract for any loss other than loss for which the Contract provides any periodic payment will be processed no later than 30 days after written proof of loss is received. We will notify you and your Provider of any additional information needed to process the claim within this 30 day period.

**To Whom Benefits Are Paid**

It is not required that the service be provided by a specific dentist. Payment for services provided by a PPO or Premier Provider will be made directly to the dentist. Any other payments provided by the Contract will be made to you. All Benefits not paid to the Provider will be payable to you, the Primary Enrollee, or Dependent Enrollee, or to your estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his or her parent, guardian or other person actually supporting him or her.

**Misstatements on Application: Effect**

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the Contract, all statements made by you or the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under the Contract, unless it is contained in a written application.

Any misrepresentation, omission, concealment of fact or incorrect statement which is material to the acceptance of risk may prevent recovery if, had the true facts been known to us, we would not in good faith have issued the contract at the same coverage rate. If any misstatement would materially affect the rates, we reserve the right to adjust the coverage rate to reflect your actual circumstances at enrollment.

**Legal Actions**

No action at law or in equity will be brought to recover on the Contract prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of the Contract, nor will an action be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required by the Contract.



**Attachment A**  
**Deductibles, Maximums and Contract Benefit Levels**

<b>Deductibles &amp; Maximums</b>	
<b>Annual Deductible</b>	None
<b>Annual Maximum</b>	\$2,500 per Enrollee per Calendar Year
<b>Lifetime Orthodontic Maximum</b>	\$2,500 per Enrollee per lifetime
Maximum Takeover Credit	Delta Dental will receive credit for any amount paid under the Contractholder's previous dental care plan, if applicable, for Orthodontic Services. These amounts will be credited towards the lifetime maximum amounts payable for Orthodontic Services.

<b>Contract Benefit Levels</b>		
<b>Dental Service Category</b>	<b>Delta Dental PPO Providers<sup>†</sup></b>	<b>Delta Dental Premier and Non-Delta Dental Providers<sup>†</sup></b>
Delta Dental will pay or otherwise discharge the Contract Benefit Level shown below for the following services:		
<b>Diagnostic and Preventive Services</b>	100%	100%
<b>Basic Services</b>	100%	100%
<b>Major Services</b>	80%	80%
<b>Orthodontic Services</b>	50%	50%

<sup>†</sup> Reimbursement is based on PPO Contracted Fees for PPO Providers, Premier Contracted Fees for Premier Providers and Program Allowance for Non-Delta Dental Providers.



## Attachment B Services, Limitations and Exclusions

**Contractholder:** Nevada County

**Group Number:** 21089

**Effective Date:** January 1, 2021

### ***Description of Dental Services***

Delta Dental will pay or otherwise discharge the Contract Benefit Level shown in Attachment A for the following services:

- **Diagnostic and Preventive Services**

- |     |                           |  |
|-----|---------------------------|--|
| (1) | Diagnostic:               | procedures to aid the Provider in determining required dental treatment.   |
| (2) | Preventive:               | cleaning (including scaling in the presence of generalized moderate or severe gingival inflammation-full mouth, which is considered to be a Diagnostic and Preventive Benefit, and periodontal maintenance, which is considered to be a Basic Benefit for payment purposes), topical application of fluoride solutions, space maintainers. |
| (3) | Palliative:               | emergency treatment to relieve pain.   |
| (4) | Specialist Consultations: | opinion or advice requested by a general dentist.  |

- **Basic Services**

- |     |                                    |  |
|-----|------------------------------------|--|
| (1) | Oral Surgery:                      | extractions and other surgical procedures (including pre- and post-operative care).  |
| (2) | General Anesthesia or IV Sedation: | when administered by a Provider for covered Oral Surgery or selected endodontic and periodontal surgical procedures.   |
| (3) | Endodontics:                       | treatment of diseases and injuries of the tooth pulp.  |
| (4) | Periodontics:                      | treatment of gums and bones supporting teeth.  |
| (5) | Sealants:                          | topically applied acrylic, plastic or composite materials used to seal developmental grooves and pits in permanent molars for the purpose of preventing decay.   |
| (6) | Restorative:                       | amalgam and resin-based composite restorations (fillings) and prefabricated crowns for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of decay). |
| (7) | Professional Visits:               | visit to a Provider for observation or after regularly scheduled hours.  |
| (8) | Other Basic Services:              | therapeutic drug injection, treatment of post-surgical complications (unusual circumstances), limited occlusal adjustment.   |

- **Major Services**

- |     |                           |  |
|-----|---------------------------|--|
| (1) | Crowns and Inlays/Onlays: | treatment of carious lesions (visible decay of the hard tooth structure) when teeth cannot be restored with amalgam or resin-based composites. |
| (2) | Prosthodontics:           | procedures for construction of fixed bridges, partial or complete dentures and the repair of fixed bridges; implant                            |

surgical placement and removal; and for implant supported prosthetics, including implant repair and recementation.

- (3) Denture Repairs: repair to partial or complete dentures, including rebase procedures and relining; denture adjustments.

- **Orthodontic Services**

Procedures performed by a Provider using appliances to treat malocclusion of teeth and/or jaws which significantly interferes with their function.

- **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 the Contract include one (1) additional oral exam and either one (1) additional routine cleaning; one (1) additional periodontal scaling and root planing per quadrant; or one (1) additional periodontal maintenance procedure. Written confirmation of the pregnancy must be provided by the Enrollee or her Provider when the claim is submitted.

### **Limitations**

- (1) Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services." Optional Services also include the use of specialized techniques instead of standard procedures.

Examples of Optional Services:

- a) a crown where a filling would restore the tooth;
- b) an inlay/onlay instead of an amalgam restoration;
- c) porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown); or
- d) an overdenture instead of denture.

If an Enrollee receives Optional Services, an alternate Benefit will be allowed, which means Delta Dental will base Benefits on the lower cost of the customary service or standard practice instead of on the higher cost of the Optional Service. The Enrollee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

- (2) Exam and cleaning limitations:
- a) Delta Dental will pay for oral examinations and cleanings (including scaling in the presence of generalized moderate or severe gingival inflammation-full mouth, periodontal maintenance in the presence of inflamed gums or any combination thereof) no more than twice in a Calendar Year.
  - b) A full mouth debridement is allowed once in a lifetime when the Enrollee has no history of prophylaxis, scaling and root planing, periodontal surgery or periodontal maintenance procedures within three (3) years. When allowed a full mouth debridement counts toward the maintenance frequency in the year provided.
  - c) Note that periodontal maintenance and Procedure Codes that include periodontal maintenance are covered as a Basic Benefit and that routine cleanings (including scaling in presence of generalized moderate or severe gingival inflammation-full mouth) and full mouth debridement are covered as a Diagnostic and Preventive Benefit. See note on additional Benefits during pregnancy.
  - d) Caries risk assessments are allowed once in 36 months.
- (3) X-ray limitations:
- a) Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
  - b) When a panoramic film is submitted with supplemental film(s), Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series.

- c) If a panoramic film is taken in conjunction with an intraoral complete series, Delta Dental considers the panoramic film to be included in the complete series.
  - d) A complete intraoral series and panoramic film are each limited to once every 60 months.
  - e) Bitewing x-rays are limited to two (2) times in a Calendar Year when provided to Enrollees under age 18 and one (1) time each Calendar Year for Enrollees age 18 and over. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.
- (4) Topical application of fluoride solutions is limited to twice in a Calendar Year.
- (5) Space maintainer limitations:
- a) Space maintainers are limited to the initial appliance and are a Benefit for an Enrollee to age 14. However, a distal shoe space maintainer-fixed-unilateral is limited to children eight (8) and younger. A separate/additional space maintainer can be allowed after the removal of a unilateral distal shoe.
  - b) Recementation of space maintainer is limited to once per lifetime.
  - c) The removal of a fixed space maintainer is considered to be included in the fee for the space maintainer; however, an exception is made if the removal is performed by a different Provider/Provider's office.
- (6) Pulp vitality tests are allowed once per day when definitive treatment is not performed.
- (7) Oral/facial photographic images are covered once every 36 months and diagnostic casts are covered once per lifetime in conjunction with Orthodontic Services only when Orthodontic Services are a covered benefit. If Orthodontic Services are covered, see Limitations as age limits may apply. However, 3D x-rays are not a covered benefit.
- (8) Sealants are limited as follows:
- a) to permanent first molars through age eight (8) and to permanent second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface.
  - b) repair or replacement of a Sealant on any tooth within 24 months of its application is included in the fee for the original placement.
- (9) Specialist Consultations are limited to twice in a Calendar Year, screenings of patients and assessments of patients are limited to once per lifetime per Provider and count toward the oral exam frequency.
- (10) Delta Dental will not cover replacement of an amalgam or resin-based composite restorations (fillings) or prefabricated crowns within 24 months of treatment if the service is provided by the same Provider/Provider office. Replacement restorations within 24 months are included in the fee for the original restoration.
- (11) Protective restorations (sedative fillings) are allowed once per tooth every 90 days when definitive treatment is not performed on the same date of service.
- (12) Therapeutic pulpotomy is limited to once in a 60-month period for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.
- (13) Pulpal therapy (resorbable filling) are limited to once in a 60-month period. Retreatment of root canal therapy by the same Provider/Provider office within 24 months is considered part of the original procedure.
- (14) Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth of two (2) initial visits, two (2) interim visits and two (2) final visits to age 19.
- (15) Retreatment of apical surgery by the same Provider/Provider office within 24 months is considered part of the original procedure.

- (16) Palliative treatment is limited to three (3) visits in a six (6)-month period and the fee includes all treatment provided other than required x-rays or select Diagnostic procedures.
- (17) Periodontal limitations:
  - a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period for an Enrollee age 15 and older. See note on additional Benefits during pregnancy. No more than two (2) quadrants of scaling and root planing will be covered on the same date of service.
  - b) Periodontal surgery in the same quadrant is limited to once in every 24-month period and includes any surgical re-entry or scaling and root planing performed within 24-months by the same Provider/Provider office.
  - c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants. Guided tissue regenerations and/or bone grafts are not benefited in conjunction with soft tissue grafts in the same surgical area.
  - d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
  - e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.
  - f) When implant procedures are a covered benefit, scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure is covered as a Basic Service and are limited to once in a 24-month period.
- (18) Oral Surgery services are covered once in a lifetime except removal of cysts and lesions and incision and drainage procedures, which are covered once in the same day.
- (19) The following Oral Surgery procedure is limited to age 19 (or orthodontic limiting age): transseptal fiberotomy/supra crestal fiberotomy, by report.
- (20) The following Oral Surgery procedures are limited to age 19 (or orthodontic limiting age) provided Orthodontic Services are covered: surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth, and surgical repositioning of teeth.
- (21) Crowns and Inlays/Onlays are limited to Enrollees age 12 and older and are covered not more often than once in any 60-month period except when Delta Dental determines the existing Crown or Inlay/Onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
- (22) Core buildup, including any pins, is covered not more than once in any 60-month period.
- (23) Post and core services are covered not more than once in any 60-month year period.
- (24) Crown repairs are covered not more than once in a six (6)-month period. Crowns, inlays/onlays and fixed bridges include repairs for 24 months following installation.
- (25) Denture Repairs are covered not more than once in any 24-month period except for fixed Denture Repairs which are covered not more than once in any six (6)-month period.
- (26) Prosthodontic appliances, implants and/or implant supported prosthetics that were provided under any Delta Dental program will be replaced only after 60 months have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Fixed prosthodontic appliances are limited to Enrollees age 16 and older. Replacement of a prosthodontic appliance and/or implant supported prosthesis not provided under a Delta Dental program will be made if Delta Dental determines it is unsatisfactory and cannot be made satisfactory. Diagnostic and treatment facilitating aids for implants are considered a

part of, and included in, the fees for the definitive treatment. Delta Dental's payment for implant removal is limited to one (1) for each implant during the Enrollee's lifetime whether provided under Delta Dental or any other dental care plan.

- (27) When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.
- (28) Recementation of Crowns, Inlays/Onlays or bridges is included in the fee for the Crown, Inlay/Onlay or bridge when performed by the same Provider/Provider office within six (6) months of the initial placement. After six (6) months, payment will be limited to one (1) recementation in a lifetime by the same Provider/Provider office.
- (29) Delta Dental limits payment for dentures to a standard partial or complete denture (Enrollee Coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post delivery care including any adjustments and relines for the first six (6) months after placement.
  - a) Denture rebase is limited to one (1) per arch in a 24-month period and includes any relining and adjustments for six (6) months following placement.
  - b) Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment or reline, adjustments are limited to once per arch in a six (6)-month period and relining is limited to one (1) per arch in a 12-month period.
  - c) Tissue conditioning is limited to two (2) per arch in a 12-month period. However, tissue conditioning is not allowed as a separate Benefit when performed on the same day as a denture, reline or rebase service.
  - d) Recementation of fixed partial dentures is limited to once in a six (6)-month period.
- (30) Limitations on Orthodontic Services:
  - a) The maximum amount payable for each Enrollee is shown in Attachment A.
  - b) Benefits for Orthodontic Services will be provided in periodic payments based on the Enrollee's continuing eligibility.
  - c) Benefits are not paid to repair or replace any orthodontic appliance received under this plan.
  - d) Benefits are not paid for orthodontic retreatment procedures.

### **Exclusions**

#### **Delta Dental does not pay Benefits for:**

- (1) treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law, except as provided in Section 1373(a) of the California Health and Safety Code.
- (2) cosmetic surgery or procedures for purely cosmetic reasons.
- (3) maxillofacial prosthetics.
- (4) provisional and/or temporary restorations (except an interim removable partial denture to replace extracted anterior permanent teeth during the healing period for children 16 years of age or under). Provisional and/or temporary restorations are not separately payable procedures and are included in the fee for completed service.
- (5) services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn children for medically diagnosed congenital defects or birth abnormalities.

- (6) treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, complete occlusal adjustments or Night Guards/Occlusal guards and abfraction.
- (7) any Single Procedure provided prior to the date the Enrollee became eligible for services under this plan.
- (8) prescribed drugs, medication, pain killers, antimicrobial agents, or experimental/investigational procedures.
- (9) charges for anesthesia, other than General Anesthesia and IV Sedation administered by a Provider in connection with covered Oral Surgery or selected Endodontic and Periodontal surgical procedures. Local anesthesia and regional/or trigeminal bloc anesthesia are not separately payable procedures.
- (10) extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
- (11) laboratory processed crowns for Enrollees under age 12.
- (12) fixed bridges and removable partials for Enrollees under age 16.
- (13) interim implants and endodontic endosseous implant.
- (14) indirectly fabricated resin-based Inlays/Onlays.
- (15) charges by any hospital or other surgical or treatment facility and any additional fees charged by the Provider for treatment in any such facility.
- (16) treatment by someone other than a Provider or a person who by law may work under a Provider's direct supervision.
- (17) charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, x-ray duplications, cancer screening, or tobacco counseling.
- (18) dental practice administrative services including, but not limited to, preparation of claims, any non-treatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
- (19) procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
- (20) any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and not a covered Benefit.
- (21) Deductibles, amounts over plan maximums and/or any service not covered under the dental plan.
- (22) services covered under the dental plan but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.



- (23) services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) except as provided under the Orthodontic Services section, if applicable.
- (24) services for any disturbance of the Temporomandibular (jaw) Joints (TMJ) or associated musculature, nerves and other tissues) except as provided under the TMJ Benefit section, if applicable.
- (25) Missed and/or cancelled appointments.
- (26) actions taken to schedule and assure compliance with patient appointments are inclusive with office operations and are not a separately payable service.
- (27) the fees for care coordination are considered inclusive in overall patient management and are not a separately payable service.
- (28) dental case management motivational interviewing and patient education to improve oral health literacy.
- (29) non-ionizing diagnostic procedure capable of quantifying, monitoring and recording changes in structure of enamel, dentin, and cementum.
- (30) extra-oral – 2D projection radiographic image and extra-oral posterior dental radiographic image.