MEMO

APPROVED
5/16/2022

TULSA COUNTY
PROCUREMENT
DEPARTMENT

DATE: May 6, 2022

FROM: Matney M. Ellis
Procurement Director

TO: Board of County Commissioners

SUBJECT: Agreement – Delta Dental Plan of Oklahoma

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Human Resources and Delta Dental Plan of Oklahoma for dental insurance benefits plan for a period of July 1, 2022 through June 30, 2023 as further described in the attached.

Respectfully submitted for your execution and approval.

MME / jdf

SUBMITTED FOR: The May 16, 2022 BOCC meeting agenda.

CMF# 20220830

APPROVED
5/16/2022

PLAN AGREEMENT

THIS PLAN AGREEMENT, sometimes referred to as the Plan, effective July 1, 2022, by and between **Tulsa County**, party of the first part, (sometimes hereinafter referred to as "Contractor"), and **Delta Dental Plan of Oklahoma**, a nonprofit corporation, party of the second part, (sometimes hereinafter referred to as "DDPOK").

SECTION 1. DEFINITIONS:

The following terms have the following meanings:

A. **BENEFICIARY**: A person who receives, or is entitled to receive, the benefits of an insurance plan.

B. **BENEFITS**: The payment of any kind for those services which are made available to eligible Subscribers or Dependents under the terms of this contract and which are listed as part of this contract.

C. **BENEFIT YEAR**: A twelve (12) month period beginning July 1, 2022, and ending June 30, 2023, initially. A twelve (12) month period beginning July 1 and ending June 30 each year thereafter.

D. **CONTRACT YEAR**: A twelve (12) month period beginning July 1, 2022, and ending June 30, 2023, initially. A twelve (12) month period beginning July 1 and ending June 30 each year thereafter.

E. **COPAYMENT**: The amount the Subscriber is required to pay in addition to DDPOK's payment.

F. **COVERED SERVICES**: Those dental services which are made available to eligible Subscribers or Dependents under the terms of this contract, which are listed as part of this contract, and determined by DDPOK to be both covered and necessary, as defined in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

G. **DEDUCTIBLE**: The specified dollar amount a Subscriber or Dependent is required to pay each Benefit Year before DDPOK will pay specific Benefits, as defined in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

H. **DELTA DENTAL**: Delta Dental Plan of Oklahoma or any Delta Dental Plan who is a member of the Delta Dental Plans Association.

I. **DENTAL SERVICES**: Care and procedures rendered by dentists for diagnosis or treatment of dental disease or injury.

J. **DENTIST**: A person duly licensed to practice dentistry in the State of Oklahoma; or a person duly licensed to practice dentistry in the state in which the dental services are rendered.

K. **DEPENDENT**: A person, other than the Subscriber, who is eligible for benefits based upon the eligibility of the Subscriber, or as otherwise covered by this Plan Agreement.

L. **ELIGIBILITY**: Those terms and conditions which allow an individual to become a participant in this Plan Agreement.

CMF# 20220830

M. **EXPLANATION OF BENEFITS**: A form issued upon adjudication of a claim, as required by law, indicating the dental service(s) performed, the amount of charges paid by the Plan, and the amount of charges the Subscriber is responsible to pay.

N. **GROUP**: Group consists of all Subscribers and Dependents eligible to receive dental services hereunder.

O. **HEALTH THROUGH ORAL WELLNESS® (HOW®) PROGRAM**: An oral health program adopted by Delta Dental wherein Dentists identify Subscribers and Dependents at risk for caries and/or periodontal disease based on the results of a DDPOK-designated risk assessment performed in a dental office. Based on such assessment, a Subscriber or Dependent may be eligible for enhanced Benefits under the Plan.

P. **LIMITATIONS AND EXCLUSIONS**: Contractor, Subscriber, dependents and beneficiaries, as defined in the Plan Agreement herewith, agree to all benefit terms and conditions, limitations and exclusions, and other Plan benefit conditions as found herein and in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein. The appendix(ices) defines substantially all of the benefit claims, limitations, and exclusions utilized in the ordinary course of business; however, the complete benefit limitations and exclusions of this Plan may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for predetermination of benefits and for claim adjudication payment. In order to be apprised of the current, complete benefit limitations and exclusions for this Plan, please contact Delta Dental Plan of Oklahoma, Customer Service Department, P.O. Box 54709, Oklahoma City, Oklahoma 73154.

Q. **MAXIMUM ALLOWABLE AMOUNT**: The maximum dollar amount on which the benefit payment is based for each dental procedure.

R. **MEDICAL CHILD SUPPORT ORDER (QMCSO)**: Any judgment, decree, or order issued by a court of jurisdiction made pursuant to a state domestic relations law or which enforces a law relating to medical child support under Medicaid. Documentation of such order may be supplied to a group health plan by a custodial parent, State Department of Health Services, or the district attorney in whose jurisdiction the child resides.

S. **NONPARTICIPATING DENTIST**: A dentist who has not signed a Participating Dentist Agreement with Delta Dental.

T. **PARTICIPATING DENTIST**: A dentist who has filed and executed a Participating Dentist Agreement with Delta Dental and who abides by such uniform rules and regulations as are prescribed, from time to time, by Delta Dental. A list of Delta Dental Participating Dentists is provided upon request, without charge, as a separate document.

    1. **Delta Dental Premier Participating Dentist** – a participating dentist in the Delta Dental Premier network.

    2. **Delta Dental PPO Participating Dentist** – a participating dentist in the Delta Dental PPO network.

U. **PLAN AGREEMENT**: This document, including any appendix(ices) or attachments forming a part of this Plan Agreement.

V. **PLAN ANNIVERSARY DATE**: The yearly recurring date on which this Plan Agreement continues, as set forth in Section 8.A. of this Plan Agreement.

W. **PLAN MAXIMUMS**: The maximum dollar amount DDPOK will pay in any Plan Benefit Year (or lifetime, if applicable) for covered dental services, as defined in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

X. **PREDETERMINATION**: The procedure whereby DDPOK notifies the dentist or Subscriber of estimated benefits and financial obligations of the Plan and of the Subscriber with regard to the dentist's recommended treatment plan, prior to the rendition of service to the patient.

Y. **PREVAILING FEE**: An amount established by the Delta Dental Plan in the state in which the dental services are rendered.

Z. **PROCESSING POLICIES**: Policies approved by DDPOK's Board of Directors, as amended from time to time, to be used in processing treatment plans for predetermination of benefits and for claim adjudication payment. Said processing policies may be provided, upon request without charge, as a separate document, by DDPOK.

AA. **SINGLE DENTAL PROCEDURE**: A dental procedure listed in the Uniform Procedure Code and Nomenclature of the American Dental Association.

BB. **SUBSCRIBER**: Each person rendering service to and certified by the Contractor as eligible, and who continues to be eligible for benefits hereinafter provided, shall be included in this Plan Agreement as a Subscriber and be eligible for benefits unless DDPOK expressly agrees, in writing, to the contrary.

CC. **TOTALLY AND PERMANENTLY DISABLED**: Having any medically determinable physical or mental condition which prevents the dependent from engaging in substantial gainful activity and which can be expected to result in death or to be of long, continued, or indefinite duration.

SECTION 2. ELIGIBILITY AND ENROLLMENT:

A. ***ELIGIBILITY****.*

1. *Subscriber Eligibility.*

To be eligible for enrollment as a Subscriber under this plan, a person must be a full-time employee or an eligible retiree, and certified by the Contractor as eligible. "Full-time" employee means all regular, full-time employees that are paid a monthly rate of compensation, work a full-time schedule and are employed by Tulsa County or an eligible entity. "Eligible Retiree" means a former full-time employee under the age of sixty-five (65) who was covered under the plan at the time of retirement and who retired under the retirement guidelines of the Contractor.

All Subscribers defined as Subscribers eligible for dental benefits who are employed by, or eligible for enrollment in, the covered group on the date the dental care plan becomes effective are immediately eligible for dental care. All new Subscribers who are employed by, or become eligible for enrollment in, the covered group after the date the dental care plan becomes effective will be eligible for dental benefits on the first of the month following one (1) month of

continuous, full-time employment. Payment for each must also begin with the first day of the month in which they become eligible under the Plan.

2. *Dependent Eligibility.*

If dependent coverage is available under the Plan, a Subscriber is eligible for dependent coverage on the later of the date he/she becomes eligible for coverage or the date he/she first acquires an eligible Dependent. Coverage for the newly-acquired Dependent(s) will become effective the first of the month following the date Subscriber acquired such eligible Dependent, provided the appropriate form requesting such change is received by DDPOK within thirty (30) days of Subscriber acquiring such new Dependent.

A person may not be simultaneously enrolled under the Plan as both a Subscriber and as a Dependent of another Subscriber; nor may a person be enrolled in the Plan as a Dependent of more than one Subscriber.

A dependent is defined as the spouse to whom the Subscriber is legally married; biological children of the Subscriber; and children of the subscriber by legal adoption or placement for adoption, guardianship, marriage (stepchildren), and foster care placement (foster child).

A dependent child, as defined above, is eligible for coverage until 11:59:59 P.M. (CT) of the last day of the month in which such dependent child attains the age of twenty-six (26). An unmarried dependent child who is incapable of self-support because of a physical or mental incapacity can continue to be covered under this plan provided he or she is chiefly dependent on the Subscriber for support and a physician's certificate is received by DDPOK within six (6) months of said incapacity, the effective date of the Plan Agreement, the effective date of said dependent child's coverage, or the date on which said dependent child's coverage would otherwise terminate due to said dependent child attaining the maximum age for dependent children coverage, whichever is later.

A child who is an "alternate recipient" under a QMCSO or a person who is a "beneficiary" under a QDRO determination shall be considered an eligible Dependent for the purposes of any provision of ERISA, if applicable.

B. ***ENROLLMENT.***

1. *Mandatory Enrollment.*

In the event implementation and continuance of the Plan is based on mandatory enrollment of all eligible employees (and their dependents, if applicable), as set forth in Section 8.B. of this Plan Agreement, employees (and their dependents, if applicable) agree to enroll within thirty (30) days of initial eligibility and remain enrolled as long as eligibility continues.

2. *Non-Mandatory Enrollment.*

If enrollment of all eligible employees (and their dependents, if applicable) is not mandatory, the following provisions apply to the Plan:

a. Eligible employees and their dependents enrolling agree to remain enrolled until the next Plan Anniversary Date of this Plan Agreement.

b. Except for qualifying family status changes, any request to change enrollment status will be allowed only on the Plan Anniversary Date of this Plan Agreement, and provided such request for change is received by DDPOK within the thirty (30) day period immediately following the effective date of the change.

c. Minimum group enrollment provisions, if any, are as set forth in Section 8.B. of this Plan Agreement.

SECTION 3. DISQUALIFICATION, INELIGIBILITY, AND FORFEITURE.

Eligible employees or dependents who fail to enroll in the plan within thirty (30) days of their initial eligibility or who waive coverage at the time of their enrollment eligibility will be eligible to enroll in the plan on any future plan anniversary date of this Plan Agreement.

SECTION 4. AMENDMENTS OR TERMINATION.

A. ***Subscriber Amendment****.*

A request to change enrollment status due to a qualifying change in family status will be allowed during the Contract Year provided the request for such change is received by DDPOK within the thirty (30) day period immediately following the date of the family status change. Such change will be effective the date of the family status change. Qualifying family status changes include, but are not limited to, marriage, birth, legal adoption, loss of other coverage, divorce, loss of eligible Dependent status, and/or death.

Eligible employees or dependents failing to enroll within thirty (30) days of initial eligibility will automatically waive said eligibility until the next Plan Anniversary Date of this Plan Agreement.

Eligible employees and dependents waiving coverage at the time of enrollment eligibility will be ineligible until the next Plan Anniversary Date of this Plan Agreement.

B. ***Subscriber Termination****.*

If enrollment is voluntary under the terms of this Plan Agreement, a Subscriber can apply to terminate his/her coverage if DDPOK receives the appropriate request form within thirty (30) days of the date termination is requested. Voluntary termination of coverage is subject to the participation requirements set forth in Section 2.B.2. and Section 8.B. of this Plan Agreement.

A Subscriber whose coverage under this Plan Agreement terminates under the retirement guidelines of his or her employer during the period this Plan Agreement is in full force and effect may convert to an individual direct payment contract with DDPOK. A Subscriber or eligible dependent whose coverage under this Plan Agreement is terminated for any reason other than the Subscriber's retirement during the period this Plan Agreement is in full force and effect may be eligible to enroll in an individual direct payment contract with DDPOK if he or she is a resident of the state of Oklahoma.

Enrolled Subscribers and Dependents whose coverage under the Plan is voluntarily discontinued will be ineligible to re-enroll until the next Plan Anniversary Date of this Plan Agreement except in the event of such person's loss of other dental coverage. Any person enrolled under the provisions of COBRA whose coverage is voluntarily discontinued will be ineligible to re-enroll as a COBRA participant.

C. ***Contractor Amendment****.*

1. *Changes in Terms of Plan.*

   It is anticipated that this Plan will be continued indefinitely, but DDPOK and the Contractor reserve the right to change or terminate this Plan in the future by agreement between the Contractor and DDPOK.

2. *Continuation of Coverage (COBRA):*

   Under federal law, certain group health plans are required to offer continuation of group health coverage to "qualified beneficiaries" upon the occurrence of "qualifying events." This requirement is contained in the Consolidated Omnibus Budget Reconciliation Act of 1985 and subsequent amendments.

   COBRA continuation of coverage provisions may or may not be applicable to the dental benefits provided pursuant to this Plan. Each Subscriber, dependent, or beneficiary must consult the Contractor for a determination of the application of COBRA provisions to these dental benefits.

   In the event the provisions of COBRA coverage continuation are applicable to the dental benefits provided herein, qualified beneficiaries include covered employees and covered family members of covered employees. The COBRA continuation coverage that qualified beneficiaries are entitled to upon the occurrence of a qualifying event (i.e., termination of employment, reduction in hours, death, Medicare entitlement, divorce, legal separation, or loss of dependency status) must be identical to the coverage provided under the group health plan to similarly situated beneficiaries with respect to whom a qualifying event has not occurred. The duration of the continuation coverage is generally 18 or 36 months depending on the nature of the qualifying event that triggers the loss of coverage, but is increased from 18 months to 29 months for certain disabled beneficiaries.

   QUALIFYING EVENT: Any one of the following events which, except for Continuation Coverage, would result in termination of eligible Subscriber's and/or Dependent's coverage under this contract:

   a. The death of a covered employee;

   b. The termination (other than for gross misconduct) or reduction in hours of the covered employee's employment;

   c. The divorce or legal separation of the covered employee from the employee's spouse;

d. The covered employee becoming entitled to benefits under Medicare;

e. A dependent child ceasing to be eligible.

3. *Qualified Medical Child Support Orders (QMCSO)*

In the event of a Participant receiving a Qualified Medical Child Support Order (QMCSO), the Participant must obtain a copy of the Medical Support Notice form, supplied by either DDPOK or the Contractor's benefit office. This Notice form, with a copy of the Order, must be mailed to Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154. DDPOK shall take the necessary steps to ensure compliance with said QMCSO. Participants and beneficiaries can obtain, without charge, a copy of the QMCSO procedures from DDPOK, or their employer's benefit office.

4. *Qualified Domestic Relations Order (QDRO)*

In the event of a Participant receiving a Qualified Domestic Relations Order (QDRO), the Participant must obtain a copy of the Medical Support Notice form, supplied by either DDPOK or the Contractor's benefit office. This Notice form, with a copy of the Order, must be mailed to Delta Dental Plan of Oklahoma, P.O. Box 54709, Oklahoma City, Oklahoma 73154. DDPOK shall take the necessary steps to ensure compliance with said QDRO. Participants and beneficiaries can obtain, without charge, a copy of the QDRO procedures from DDPOK, or their employer's benefit office.

D. ***Employer Termination****.*

Subscriber eligibility shall terminate:

1. On the last day of the month for which the last payment has been made if the Contractor fails to make payment under Section 5.D. of this Plan Agreement; or,

2. On the last day of the month for which Subscriber contributions, if applicable, have been made; or,

3. On the last day of the month in which any Subscriber is permanently terminated from full-time service to the Contractor or becomes ineligible for benefits under the Plan; or,

4. On the last day of the month in which an individual ceases to be an eligible Dependent, as defined herein, if the individual is the Subscriber's eligible dependent, an "alternate recipient under the terms of a QMCSO, or the "beneficiary" under the terms of a QDRO determination; or,

5. On the date on which this Plan Agreement is terminated or canceled.

SECTION 5. CONTRACTOR RESPONSIBILITIES:

The Contractor agrees:

A. To furnish to DDPOK an accurate statement of the total number and names of all Subscribers to the group (and their dependents, if covered) who are eligible to receive dental benefits hereunder commencing on July 1, 2022, and monthly thereafter to furnish DDPOK with additions and deletions to such list on forms provided by DDPOK or in other form or format approved by DDPOK.

Any new enrollments, enrollment status changes, or eligibility terminations for a billed month should be received by DDPOK by the first day of that month. Additions, changes, and terminations received more than sixty (60) days following the effective date of such will be processed only two billing periods retroactive to the date of receipt by DDPOK.

B. When reporting Subscriber and Dependent eligibility in an electronic format (file or on-line), to report such data in the established, agreed format and in compliance with DDPOK definitions and enrollment guidelines set forth herein, including, but not limited to, Late Enrollee participants and end-of-month terminations.

C. To retain eligibility/enrollment records for the statutory period of time required by law and in compliance with applicable federal and state laws related to privacy and confidentiality of participant and other information.

D. To remit monthly payment to DDPOK, in advance, for all covered Subscribers and Dependents, based on the rates reflected on the statement issued by DDPOK for each eligible Subscriber listed.

Payments that remain unpaid by Contractor for forty-five (45) days or more after the date of the applicable monthly invoice shall be considered past due.

E. To provide all Subscribers with a Summary Plan Description or, if applicable, a Dental Care Certificate, to be furnished by DDPOK, as to the existence and terms of this Plan and the right of Subscribers and their eligible Dependents to receive care as provided hereunder from a dentist of their choice as such choice may be exercised from time to time by the Subscriber or his/her eligible Dependents.

F. To encourage Subscribers and their eligible Dependents to notify the dentist at the time of their first appointment that they are covered hereunder and provide the dentist with their group identification and social security numbers.

G. To permit DDPOK, by its auditors or other authorized representatives, on reasonable notice, to inspect records of Contractor in order to verify the accuracy of list of eligible Subscribers and Dependents prepared by the Contractor and submitted to DDPOK; and, upon request, to furnish to DDPOK a copy of the most recent Employer's Quarterly Wage and Contribution Report (OES-3) filed by Contractor.

H. To notify DDPOK, on forms provided by DDPOK or other form or format approved by DDPOK, when qualified beneficiaries under the provisions of COBRA elect Continuation Coverage. Such notice shall be given to DDPOK within thirty (30) days of the date of beneficiary's election.

I. To reimburse DDPOK for all claims payments issued to dentist(s) or Subscriber for services rendered to a Subscriber or his/her Dependent(s) after termination of coverage of Subscriber or Subscriber's Dependent(s) if Contractor has not properly notified DDPOK of Subscriber's or Dependent's termination of coverage as provided in Section 5.A. of this Plan Agreement. Such reimbursement, subject to the provisions of Section 7.E. of this Plan Agreement, to be remitted to DDPOK within thirty (30) days of DDPOK's issuance of notification to Contractor.

J. To all benefit terms and conditions, limitations and exclusions, and other Plan benefit conditions as found herein and in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein. The appendix(ices) defines substantially all of the benefit claims, limitations and exclusions utilized in the ordinary course of business; however, the complete benefit limitations and exclusions of this Plan may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for predetermination of benefits and for claim adjudication payment. In order to be apprised of the current, complete benefit limitations and exclusions for this Plan, please contact Delta Dental Plan of Oklahoma, Customer Service Department, P.O. Box 54709, Oklahoma City, Oklahoma 73154.

K. To encourage eligible Subscribers to register for *Spotlight* on DDPOK's website and comply with requests contained therein, including but not limited to the consent to receive unencrypted email messages containing notifications, reminders, tips, and links to surveys and information related to the dental plan for treatment, payment, and healthcare operations purposes.

SECTION 6. DDPOK RESPONSIBILITIES:

DDPOK agrees:

A. To endeavor to enlist dentists to become Participating Dentists in sufficient number to ensure adequate choice of dentist.

B. To provide Contractor, participants, and beneficiaries with a complete list of Delta Dental Network Participating Dentists in the State of Oklahoma.

C. To provide professional review of the adequacy and appropriateness of services rendered by dentists.

D. To encourage each dentist to schedule and render all dental treatment provided in this Plan in accordance with applicable standards of the dental profession in his/her community.

E. To encourage Participating Dentists to complete and submit for predetermination of benefits a standardized Attending Dentist Statement prior to rendition of service, except for emergency services or brief routine services, indicating the Subscriber's or eligible Dependent's dental needs and treatment necessary in the professional judgment of the dentist and to notify the Subscriber or eligible Dependent of all actions taken by DDPOK with respect to such Attending Dentist Statement.

F. To encourage Participating Dentists to register for the HOW® Oral Health Information Suite (OHIS) in order to complete and submit oral health assessments for patients.

G. To issue an estimate of benefits regarding the Attending Dentist Statement when satisfied that the patient is eligible hereunder. Such predetermination by DDPOK shall be for a maximum period of

three hundred sixty-five (365) days from the date of predetermination by DDPOK (one hundred eighty [180] days for periodontal procedures), but not longer than the period of this Plan Agreement as stated in Section 8.A.

H. To make no payments from the moneys received from the Contractor for any services rendered to a patient who is not eligible at the time of rendition of the service, except for completion of a single dental procedure which commenced at the time the patient was entitled to benefits and completed no later than sixty (60) days after termination of eligibility.

I. To issue an explanation of benefits regarding services rendered an eligible person and make payment of that portion of the fee for which DDPOK is liable in accordance with this Plan Agreement and such uniform policies and procedures as are deemed proper by the Board of Directors of DDPOK. Such payment, together with the Subscriber's or eligible Dependent's portion of the fee required, shall discharge the claim of a Participating Dentist.

J. When dental services are performed or provided by a properly licensed dentist, to provide benefits to eligible Subscribers and eligible Dependents for the dental services listed in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein, subject to the terms and conditions set forth in such appendix(ices).

K. To make available to Contractor, participants, and beneficiaries, upon request and without charge, a copy of the QDRO and QMCSO procedures as separate documents.

L. To make available to Contractor, participants, and beneficiaries, upon request and without charge, the claims appeal procedures and/or the processing policy(ies) utilized in the adjudication of a claim as separate documents.

M. To treat personal information collected about its customers, subscribers, potential customers, and proposed subscribers (referred to collectively as "Customers") with the highest degree of confidentiality, except as is necessary for the proper administration of the DDPOK program, and in accordance with applicable Federal and State law.

SECTION 7. GENERAL PROVISIONS

A. Participating Dentists are independent contractors and neither Contractor nor DDPOK shall be liable for any act or omission of any Participating Dentist, his/her employees or agents, or any person furnishing dental or other professional services under this Plan.

B. DDPOK does not hereby undertake to provide a dentist to the Subscriber or eligible Dependent. Nothing contained in this Plan Agreement shall be construed as obligating DDPOK to render dental services, its sole obligation being to pay in accordance with the terms of this Plan the agreed portion of the dentists' charges for such services.

C. By performing or receiving services under this Plan Agreement, all dentists and all patients are bound by its terms.

D. Clerical errors or delays in keeping or relating data relative to coverage shall not invalidate coverage which otherwise would be validly in force, nor continue coverage which would otherwise be validly

terminated. Upon discovery of such errors or delays, an equitable adjustment of charges shall be made.

E. Should Contractor fail to properly notify DDPOK of a Subscriber's or a Dependent's termination of coverage, as provided in Section 5.A. of this Plan Agreement, DDPOK request(s) for reimbursement of claims payments made to dentist(s) or Subscriber for services rendered to Subscriber or his/her Dependents after termination of coverage of the Subscriber and/or Dependent(s) shall first be made to the party to whom payment was issued. In the event reimbursement is not received by DDPOK within ninety (90) days of such request, reimbursement shall be made pursuant to the provisions of Section 5.I. of this Plan Agreement.

F. Failure of Contractor to strictly adhere to the provisions of Section 5.B. of this Plan Agreement may result in loss of Contractor's electronic format eligibility reporting (file or on-line) options.

G. In consideration of waiving physical examination of a Subscriber or eligible Dependent and as a condition precedent to the approval of claims hereunder, DDPOK shall be entitled to receive from any attending or examining dentist, or from any facility in which a dentist's care is rendered, such information and records relating to attendance to or examination of any eligible Subscriber or Dependent required in the administration of such claim, provided, however, that DDPOK shall, in every case, preserve the confidentiality of such information except as is necessary for the proper administration of the DDPOK program.

H. The provisions of this Plan Agreement shall apply to the specified coverage and other terms and conditions set forth in the appendix(ices) attached and forming a part of this Plan Agreement.

I. If the Plan includes two or more benefit options, the Subscriber and his/her eligible Dependents may be enrolled in only one benefit option during any contract year. Once enrolled, the Subscriber and his/her eligible Dependents may change to another benefit option offered under the Plan provided such change occurs on a subsequent Plan Anniversary Date and provided notice of such change is received by DDPOK within thirty (30) days of the date such change is to become effective. The Subscriber's eligible Dependents may not be enrolled in a benefit option other than the benefit option in which the Subscriber is enrolled.

J. DDPOK will issue to the Contractor, and the Contractor will make available to each Subscriber, a Summary Plan Description or, if applicable, a Dental Care Certificate, summarizing the benefits to which the Subscriber is entitled and to whom payable. Such Summary Plan Description or Dental Care Certificate shall be provided to the Contractor in an electronic format, unless specifically requested otherwise. If any amendment to this Plan Agreement shall materially affect any benefits described in such Summary Plan Description or Dental Care Certificate, corrected summaries or summary riders, showing the change, shall be issued to the Contractor, and the Contractor will make available to each Subscriber such corrected summaries or summary riders.

K. Benefits shall not include treatments or procedures in excess of that which is determined by DDPOK to be reasonable and proper treatment or procedures not done in accordance with accepted professional standards of dentistry.

L. Coordination of Benefits Provision.

If a Subscriber or eligible Dependent is covered for dental benefits or services by another third party provider's contract, arrangement, or insurance carrier, DDPOK's liability for payment will be determined as follows:

1. A plan with no rules for coordination with other benefits will be deemed to pay its benefits before a plan which contains such rules.

2. A plan which covers a person other than as a dependent will be deemed to pay its benefits before a plan which covers the person as a dependent.

3. A plan which covers the person as a dependent of a person whose birthday comes first in a calendar year will be primary to the plan which covers the person as a dependent of a person whose birthday comes later in that calendar year. If a plan does not have this provision regarding birthdays, the rule set forth in that plan will determine the order of benefits. If the person for whom claim is made is a dependent child and the parents are separated or divorced:

    a. If there is a court decree which would establish financial responsibility for the medical, dental, or other 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 shall be determined before the benefits of any other plan which covers the child as a dependent child.

    b. If there is no court decree which would establish financial responsibility for the medical, dental, or other health care expenses with respect to the child:

        (i) If the custodial parent has not remarried, the benefits of a plan which covers the child as a dependent of the custodial parent will be determined before the benefits of a plan which covers the child as a dependent of the non-custodial parent.

        (ii) If the custodial parent has remarried, the benefits of a plan which covers the child as a dependent of the custodial parent shall be determined before the benefits of a plan which covers that child as a dependent of the stepparent or the non-custodial parent. The benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan which covers that child as a dependent of the non-custodial parent.

4. If 1, 2, and 3 above do not establish an order of payment, the plan under which the person has been covered for the longest period of time will be deemed to pay its benefits first, except that:

    a. The benefits of a plan which covers the person as a laid-off or retired employee, or as a dependent of such person, pays after the contract which covers such person as other than a laid-off or retired employee, or a dependent of such person.

    b. If either plan does not have a provision regarding laid-off or retired employees and, as a result, each plan determined its benefits after the other, the paragraph immediately preceding will not apply.

M. Claim and Appeal Processing and Procedures.

1. *Emergency Care.*

   This Plan does not require any preauthorization for any dental services (including emergency care); however, said services are subject to the plan's specific limitations, non-covered charges, deductibles, and co-payment amounts, as well as any charges over the plan maximum as defined in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

2. *Request for Predetermination of Benefits.*

   If the cost estimate of a dental procedure is more than Two Hundred Fifty Dollars ($250) and the treatment is not emergency care, the dentist can determine the treatment needed and submit a treatment plan to DDPOK for predetermination of benefits. This procedure will enable a Subscriber, dependent, or beneficiary and the dentist to know in advance of treatment what services are covered, how much of the cost will be paid by this Plan, and how much of the cost will be the responsibility of the Subscriber, dependent, or beneficiary.

   The Predetermination of Benefits is only an estimate and not a guarantee of payment. The patient must be eligible for Benefits at the time services are actually rendered, and the procedure must be a Covered Service on the date of service.

3. *Filing a Claim.*

   Whether the Subscriber, dependent, or beneficiary is treated by a dentist who is a Delta Dental participating dentist, or is not a Delta Dental participating dentist, the filing forms and procedures shall be the same, as defined in the DDPOK Claim and Appeal Procedure manual, which will be provided upon request, without charge, as a separate document.

   Once treatment is completed, the Subscriber, dependent, beneficiary, or designated personnel in a dental office must complete the information portion of the claim form with the Subscriber's full name, Subscriber's social security number, the name and date of birth of the person receiving dental care, and the group name and number.

   All claims must be submitted to Delta Dental Plan of Oklahoma at the assigned address.

   DDPOK is not obligated to pay any claim submitted later than twelve (12) months following the date of service.

   Participants and beneficiaries can obtain, without charge, the necessary claim filing forms from DDPOK.

4. *Explanation of Benefits.*

   Once DDPOK has received the claim form, and all necessary information, a copy of an Explanation of Benefits will be sent to the Subscriber by DDPOK within a reasonable time, but no later than thirty (30) days after receipt of a claim. DDPOK may extend this time period one time up to fifteen (15) days, prior to the expiration of the thirty (30) day period. If DDPOK requires additional information necessary to decide the claim, the notice of extension shall specifically describe the

required information, and the Subscriber will be given forty-five (45) days from receipt of the notice within which to provide the necessary information.

Note: If the 'Patient Pay' amount on an Explanation of Benefits is zero dollars and cents ($0.00), the Explanation of Benefits will not be mailed to the Subscriber, Dependent, or other plan Beneficiary unless DDPOK is requesting additional information to finalize the claim.

5. *Benefits, Limitations and Exclusions.*

Under the Delta Dental participating agreements with participating dentists, benefit claims are reimbursed based on the lesser of the dentist's submitted fee for his/her services or the maximum allowable amount he/she has agreed to accept as payment for covered services in accordance with the Participating Dentist Agreement applicable to the plan. Participating dentists accept the maximum allowable amount as payment in full. Subscribers, participants, and beneficiaries are responsible only for any non-covered charges, deductible and co-payment amounts, and any charges over the plan maximum. The complete DDPOK Claim and Appeal Procedure manual shall be the governing policy of all claims and appeals, and shall be administered in accordance with the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

Each Subscriber, dependent, and beneficiary, agrees to all benefit terms and conditions, limitations and exclusions, and other Plan benefit conditions as found herein and in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein. The appendix(ices) defines substantially all of the benefit claims, limitations and exclusions utilized in the ordinary course of business; however, the complete benefit limitations and exclusions of this Plan may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for predetermination of benefits and for claim adjudication payment. In order to be apprised of the current, complete benefit limitations and exclusions for this Plan, please contact Delta Dental Plan of Oklahoma, Customer Service Department, P.O. Box 54709, Oklahoma City, Oklahoma 73154.

If a Subscriber, participant, or beneficiary obtains treatment from a dentist who has not signed a participating agreement with Delta Dental, any benefit payment will be paid directly to the Subscriber, or to other participant or beneficiary if required by applicable law, and will be based on the Benefit Payment provisions set forth in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein. Each Subscriber, participant, or beneficiary is responsible for paying the dentist and for filing their own claims. The complete DDPOK Claim and Appeal Procedure manual shall be the governing policy of all claims and appeals, and shall be administered in accordance with the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

All claims shall be evaluated, reviewed, and paid in accordance with this Plan Agreement and the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

All deductibles, maximum benefit payments, and covered classes of benefit services as applicable to this Plan Agreement are defined in the appendix(ices) attached and forming a part of this Plan Agreement by reference herein.

6. *Appeal of Claim Determination.*

   The DDPOK Plan, or a designee, shall have the right to resolve any questions concerning dental services or treatment which may arise hereunder and any such determination made in good faith shall be binding upon all parties.

   DDPOK will provide participants and beneficiaries upon request, without charge, a copy of the Claim and Appeal Policy and Procedures, or participants and beneficiaries may obtain a copy at their Contractor's benefit office.

   No action at suit of law or equity shall be commenced upon or under this Plan Agreement until thirty (30) days after notice of claim has been given to DDPOK, nor shall action be brought at all later than three (3) years after such claim has arisen.

N. No material shall be published or distributed by Contractor concerning this Plan Agreement and the benefits hereunder until said material is first approved by DDPOK.

O. All statements made by the Contractor or by an individual shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Plan unless it is contained in a written application.

P. No agent or employee of DDPOK has the authority to change this Plan Agreement or its provisions. This Plan may, at any time, be amended and changed by written agreement between DDPOK and the Contractor, executed by authorized persons. This Plan may also be amended by DDPOK, when necessary, due to changes in the American Dental Association (ADA) dental procedure codes and terminology (CDT or CDT Code), as a provision of the federal Health Insurance Portability and Accountability Act (HIPAA) requires use of the version of the CDT Code in effect on the date dental services are provided when submitting certain claims for dental Benefits. Amendments to the Plan due to CDT changes shall not occur more frequently than once per year, and shall be effective the date on which the ADA CDT changes become effective each year. Any such amendment shall be binding on all Subscribers and eligible Dependents regardless of the date their coverage became effective.

Q. No additional amendments or riders shall be issued by DDPOK without written approval by the Contractor unless such changes, amendments, riders or endorsements are required by state or federal law, in which case a unilateral revision will be made without written approval by Contractor.

R. During the term of this Plan Agreement, any premium taxes enacted and levied on DDPOK by the state or federal government with respect to benefits provided and/or administrative fees charged pursuant to this Plan Agreement will be passed on to the Contractor through additional premiums, but will remain the liability of DDPOK.

S. The services to be provided under this Plan Agreement are for the personal benefit of the Subscribers or eligible Dependents and cannot be transferred or assigned; any attempt to assign this Plan Agreement shall automatically terminate all rights hereunder.

T. Any provision in this Plan Agreement which, on its effective date, is in conflict with the statutes of the state in which the Subscriber or eligible Dependent resides is hereby amended to the minimum requirement of such statute. Any provision in this Plan Agreement which would be

invalidated by such statute(s) shall be deleted and the balance of the Plan Agreement shall remain in full force and effect.

U. This Plan Agreement shall be construed and enforced in accordance with the laws of the state of Oklahoma and any applicable federal laws. The site of this contract is the state of Oklahoma. Each party to this Plan Agreement chooses the courts located in Tulsa County, Oklahoma as the exclusive venue for any suit or other action which may be filed to enforce all or any part of this Plan Agreement or for damages arising, directly or indirectly, from it.

V. Failure by the Contractor or DDPOK to insist upon strict compliance with any term of this Plan Agreement, or any applicable statutes, rules, or regulations, shall not constitute a waiver of such term, statute, rule or regulation by the Contractor or DDPOK.

W. None of the provisions of this Plan Agreement are intended to create nor shall be deemed or construed to create any relationship between the Contractor and DDPOK other than that of independent contractors.

X. Any notice required or permitted to be given by DDPOK hereunder shall be deemed to have been duly given if: (1) in writing and personally delivered; (2) in writing and electronically delivered; or (3) in writing and deposited in the United States mail with postage prepaid, addressed to the Contractor, a dentist, or a Subscriber at the last address of record at the principal office of DDPOK. Such notice shall be deemed to be given when so personally or electronically delivered, or three (3) days after having been placed in the United States mail, postage prepaid, return receipt requested.

Y. This Plan Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

Z. Included with this Plan Agreement is Delta Dental Plan of Oklahoma's Notice of Privacy Practices which explains how DDPOK uses and discloses health information.

AA. From time to time, a plan Subscriber may receive from DDPOK and its authorized service providers unencrypted email messages containing notifications, reminders, tips, and links to surveys and information related to his/her dental Benefits for treatment, payment, and healthcare operations purposes. These email messages may include protected health information, and because these email messages are unencrypted, there is some risk the messages could be read by someone other than the Subscriber. Therefore, DDPOK will obtain a Subscriber's consent to receive unencrypted email messages prior to transmission of such. A Subscriber's consent is not mandatory, and DDPOK will not condition a Subscriber's eligibility for Benefits, treatment, enrollment, or payment of claims on whether the Subscriber provides his/her consent.

SECTION 8. TERM AND TERMINATION:

A. This Agreement shall remain in full force and effect through June 30, 2023. The parties understand and agree that this Agreement may be renewed on its anniversary date for successive one year terms or for such shorter term(s) as the parties agree, with any amendments thereto, but such renewal must be approved by the Board of County Commissioners of Tulsa County and shall not be automatic. Contractor agrees to notify Delta Dental of Oklahoma, on or before anniversary date of this Agreement, of intent to renew for

successive one year term or for such shorter term as the parties agree. Anniversary Date shall mean July 1, 2023, and July 1 of any subsequent year this Agreement is renewed.

In the event DDPOK determines a change in the rates or other terms and conditions of this Plan Agreement is necessary effective on the Anniversary Date, advice of such proposed changes must be given to the Contractor, in writing, no less than ninety (90) days prior to the Anniversary Date.

B. The premiums payable by the Contractor under this Plan Agreement are based on the employer contributing sixty-five percent (65%) of the employee's cost and twenty-nine percent (29%) of the dependents' cost. The minimum number of Subscribers and Dependents enrolled shall be twenty-five percent (25%) of eligible employees or a minimum of ten (10) enrolled eligible employees, whichever is greater. Enrollment of eligible dependent families is voluntary, with no minimum number of dependent families required. In the event the employer contribution or the Employee and/or Dependent enrollment falls below the required percentage, number, or matched-to-medical provision herein set forth, DDPOK may propose to the Contractor an adjustment in premiums, benefits, or payment levels, or give notice of termination. If the Contractor fails, within thirty (30) days from the date of notice, to agree to an adjustment in premiums or benefits for the balance of the term of the Plan Agreement, DDPOK may terminate this Plan Agreement at the end of the month for which premiums had been received by DDPOK prior to the date of such notice to the Contractor.

C. This Plan Agreement and all rights of Subscribers and eligible Dependents to benefits hereunder shall terminate at the option of DDPOK if payment, pursuant to Section 5.D. of this Plan Agreement, is delinquent for more than thirty (30) days.

D. DDPOK shall have the option of terminating this Plan Agreement with thirty (30) days notice if: (i) the Contractor fails to furnish DDPOK with accurate enrollment data pursuant to Section 5.A. of this Plan Agreement; or (ii) the Contractor refuses to allow DDPOK, by its auditors or other authorized representatives, to inspect Contractor's records in order to verify the accuracy of the eligible Subscribers and Dependents list or furnish Employer's Quarterly Contribution Report (OES-3), upon request, pursuant to Section 5.G. of this Plan Agreement.

E. Notwithstanding anything to the contrary contained elsewhere herein, either party shall have the right to cancel this Plan Agreement upon thirty (30) days written notice to the other party.

IN WITNESS HEREOF, Contractor and DDPOK have caused this Plan Agreement to be executed, as evidenced by the affixing of their authorized signatures on the signature page of this Plan Agreement. FURTHER, Contractor and DDPOK agree that Contractor's failure to return the signed Plan Agreement to DDPOK shall not invalidate the Plan Agreement; and, that payment of premium shall constitute Contractor's acceptance of all terms and conditions of this Plan Agreement and bind the parties to this Plan Agreement.

AUTHORIZED SIGNATURES:

NOW, THEREFORE, IN WITNESS of the Plan Agreement effective July 1, 2022, Contractor and DDPOK have caused such Plan Agreement to be executed.

DELTA DENTAL PLAN OF OKLAHOMA:

By: _____
Lan Miller
Chief Sales Officer

May 5, 2022
Date of Signing

Attest: Ashley Albright
Ashley Albright
Chief Financial Officer

May 5, 2022
Date of Signing

TULSA COUNTY:

I(we) hereby acknowledge receipt of the Plan Agreement effective July 1, 2022, between Contractor and DDPOK, and Contractor's agreement to the terms and conditions set forth therein.

By: _____
Stan Sallee, Chairman Pro Tem,
Board of County Commissioners of the County of Tulsa

5/16/2022
Date of Signing

Attest: _____

5/16/2022
Date of Signing

Approved as to form:
James G. Rea Digitally signed by James G. Rea Date: 2022.05.05 17:10:26 -05'00'
Assistant District Attorney

Attachments: Appendix B (Form No. 1000.3)

APPENDIX B

In consideration of the payments provided for in Section 5.D. of the attached Agreement, and subject to all terms and conditions of said Agreement except as specified otherwise herein, DDPOK agrees to provide benefits to eligible Subscribers and eligible Dependents as hereinafter set forth for covered dental services performed by a properly licensed dentist.

NOTICE:

Contractor, Subscriber, dependents, and beneficiaries, as defined in the Agreement herewith, agree to all benefit terms and conditions, limitations and exclusions, and other Plan benefit conditions as found herein. This Appendix defines substantially all of the benefit claims, limitations and exclusions utilized in the ordinary course of business; however, the complete benefit limitations and exclusions of this Plan may change from time to time in conjunction with new guidelines for dental care and the profession of dentistry, as approved by DDPOK's Board of Directors to be used in processing treatment plans for predetermination of benefits and for claim adjudication payment. In order to be apprised of the current, complete benefit limitations and exclusions for this Plan, please contact Delta Dental Plan of Oklahoma, Customer Service Department, P.O. Box 54709, Oklahoma City, Oklahoma 73154.

A. DENTAL PLAN TYPE

Delta Dental PPO – Plus Premier

B. DENTAL BENEFIT CLASSES

Below are the classes of dental services for which benefits may be available. **Benefits for a specific class of dental services are available under this Plan only if an X appears in the check box immediately preceding that class of dental services.** No benefits will accrue or be payable for any dental benefits class below not marked with an X.

☒ Class I Services
☒ Class II Services
☒ Class III Services
☒ Class IV Services: ☒ Dependent Children under age nineteen (19) ☐ Family
☐ Other Miscellaneous Services*

**If an X appears in the check box immediately preceding "Other Miscellaneous Services" above, see Attachment I attached and forming a part of this Appendix.*

C. DESCRIPTION OF COVERED DENTAL SERVICES

Benefits shall be available for the following covered dental services, subject to any deductible, maximum benefit payment, limitation, and/or exclusion provisions set forth herein:

1. **CLASS I SERVICES**

   a. Diagnostic Services: Procedures employed by properly licensed dentists in evaluating existing conditions to determine the recommended dental treatment. By way of description, such covered services include: Oral evaluations, emergency palliative treatment, and radiographic images (x-rays).

   b. Preventive Services: Procedures employed by properly licensed dentists to prevent the occurrence of dental disease. By way of description, such covered services include: Routine prophylaxis (cleaning), periodontal maintenance, and scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation; and topical application of fluoride, limited sealants, and space maintainers for eligible dependent children.

2. **CLASS II SERVICES**

   a. Basic Restorative Services: Procedures employed by properly licensed dentists in the treatment of carious lesions (decay/cavity). By way of description, such covered services include: Amalgam and composite restorations (fillings); and stainless steel restorations (crowns) for eligible dependent children.

   b. Oral Surgery Services: Procedures for extractions and other oral surgical procedures.

   c. Endodontic Services: Procedures employed by properly licensed dentists for the treatment of non-vital teeth. By way of description, such covered services include: Pulpal therapy and root canal treatment.

   d. Periodontic Services: Procedures employed by properly licensed dentists for the treatment of disease of the gums and bone supporting the teeth, excluding periodontal maintenance and scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation which are payable as Class I dental services.

3. **CLASS III SERVICES**

   a. Major Services: Provides porcelain or cast restorations (other than stainless steel) for the treatment of carious lesions (decay/cavity) when teeth cannot be restored with another filling material. ***Note: A crown or cast restoration is optional treatment unless the tooth is damaged by decay or fracture to the point it cannot be restored by an amalgam or composite restoration.***

   b. Prosthodontic Services: Procedures for construction of fixed partial dentures (bridges), removable partial dentures, and complete dentures, including adjustment or repair of an existing prosthodontic.

   c. Implant Services: Procedures for implant placement, implant-supported prosthetics, and maintenance and repair of implants and implant-supported prosthetics.

4. **CLASS IV SERVICES** ***(Applicable only if benefits for Class IV services are included in this Plan. Refer to section B. above.)***

   a. Orthodontic Services: The necessary treatment and procedures required for the correction of malposed teeth.

D. <u>BENEFIT LIMITATIONS</u>

The benefits to be provided to Subscribers and eligible Dependents under this Plan shall be limited as follows in this Section D. ***Note: Any limitation that refers to a procedure in a Class of Service that is not a benefit under this Plan is hereby null and void. Refer to Section B to determine class(es) of service for which benefits are available, and to Section C to determine procedures included in each Class of Service.***

1. To be eligible for coverage, a service must be required for the prevention, diagnosis, or treatment of a dental disease, injury, or condition. Services not dentally necessary are not covered benefits. The dental plan is designed to assist Subscribers and Dependents in maintaining dental health. The fact that a procedure is prescribed or rendered by a Dentist does not make it dentally necessary or eligible under this plan.

2. For purposes of this Plan, any procedure frequency limitation shall be measured in a period of continuous calendar-year months referred to as a consecutive-month period, which begins on the date of service for which the procedure was last paid.

3. Prophylaxis (cleanings) is a Benefit twice in a twelve (12) consecutive month period. ***Note: Cleanings/prophylaxis of any type, including periodontal maintenance and scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation, are limited to any combination of two (2) in a twelve (12) consecutive month period***.

4. Oral evaluation is a Benefit twice in a twelve (12) consecutive month period.

5. Limited (emergency) oral evaluation is a Benefit twice in a twelve (12) consecutive month period. ***Note: Benefits for limited (emergency) oral evaluation may not be billable to the patient if other services are performed on the same day.***

6. Bitewing radiographic images are a Benefit once in a twelve (12) consecutive month period. ***Note: Benefits may be limited if multiple same-day radiographic images are provided on the same day by the same dentist/dental office.***

7. Full-mouth radiographic images, a panoramic radiographic image, or multiple same-day radiographic images are a Benefit once in a sixty (60) consecutive month period unless necessary for the diagnosis and treatment of a specific disease or injury.

8. Topical application of fluoride solutions is a Benefit for patients through age eighteen (18), and once in a twelve (12) consecutive month period.

9. A space maintainer is a Benefit for missing primary posterior teeth for persons through age fifteen (15), and not for orthodontic purposes.

10. Sealants are a Benefit for persons through age fifteen (15), limited to permanent first and second molar teeth free of caries and restorations on the occlusal surfaces. Sealants are a benefit once per tooth in a sixty (60) consecutive month period.

11. Stainless steel crowns are a Benefit for persons through age eleven (11), and once per tooth in an eighty-four (84) consecutive month period.

12. Anesthesia: General anesthesia/IV sedation is a covered Benefit only when administered by a properly licensed dentist in a dental office in conjunction with oral surgical procedures when covered, or when necessary due to concurrent medical condition. Otherwise, the fee for general anesthesia/IV sedation is denied. The fee for general anesthesia/IV sedation is denied when billed by anyone other than a licensed dentist.

13. Payment is made for a single tooth surface repair once in a twenty-four (24) consecutive month period regardless of the number of combinations of restorations placed therein.

14. Root canal therapy is a Benefit once per tooth in a thirty-six (36) consecutive month period.

15. Prosthodontics:

    a. An upper or lower denture is a payable Benefit once per arch in a sixty (60) consecutive month period.

    b. A removable partial denture or fixed partial denture (bridge) may not be provided under this Plan for any one patient more often than once per arch in a sixty (60) consecutive month period, except where the loss of additional teeth requires the construction of a new appliance.

    c. Reline (process of resurfacing the tissue side of a denture with new base material) and rebase (process of refitting a denture by replacing the base material) is a Benefit once in a thirty-six (36) consecutive month period for any one appliance.

    d. Fixed partial dentures (bridges) and removable partial dentures are Benefits for persons age sixteen (16) and over.

16. Single crowns/onlays/veneers on the same tooth are a Benefit for persons age twelve (12) and over, and once in an eighty-four (84) consecutive month period.

17. Implant Services: The implant and the associated crown over the implant are a Benefit for persons sixteen (16) years of age and over, limited to once per tooth in an eighty-four (84) consecutive month period. Some implant procedures or procedures associated with implants are not covered services under the plan and no benefits will accrue or be payable for those excluded procedures.

18. Orthodontics: ***(Applicable only if benefits for Class IV services are included in this Plan. Refer to section B. above.)***

Comprehensive Orthodontic Treatment:

a. Benefits are available only to eligible dependent children under the age of nineteen (19) unless the Family check box next to Class IV Services in Section B above is marked with an X, in which case Benefits are available to the Subscriber and the Subscriber's eligible Dependents as defined in the Plan Agreement between the Contractor and DDPOK.

b. Benefits for comprehensive orthodontic treatment or services will be allowed if such eligible person's orthodontic treatment commences on or after his or her effective date of orthodontic coverage under the Plan, or if his or her orthodontic treatment is active and ongoing on his or her effective date of orthodontic coverage under the Plan.

c. Treatment must be provided by a licensed Dentist.

d. Benefits are limited to traditional methods; if non-traditional methods are utilized, the patient is responsible for the difference between the non-traditional method charge and the Maximum Allowable Amount for the traditional method.

e. Benefits for comprehensive orthodontic treatment are limited to periodic payments for services performed.

f. DDPOK's obligation to make periodic payments for covered comprehensive orthodontic services shall cease on the last day of the month in which patient becomes ineligible for coverage under this Plan; treatment is terminated for any reason before completion of the treatment plan; the treatment plan is completed; the maximum orthodontic benefit has been paid; orthodontic benefits are discontinued under this Plan by either the Contractor or by DDPOK; or the Plan Agreement is terminated, whichever occurs first.

g. DDPOK will not make any payment for repair or replacement of an orthodontic appliance furnished under this Plan.

Limited Orthodontic Treatment:

a. Benefits are available only to eligible dependent children under the age of nineteen (19) unless the Family check box next to Class IV Services in Section B above is marked with an X, in which case Benefits are available to the Subscriber and the Subscriber's eligible Dependents as defined in the Plan Agreement between the Contractor and DDPOK.

b. Benefits for limited orthodontic treatment or services will be allowed if such eligible person's orthodontic treatment commences on or after his or her effective date of orthodontic coverage under the Plan.

c. Treatment must be provided by a licensed Dentist.

d. Benefits are limited to traditional methods; if non-traditional methods are utilized, the patient is responsible for the difference between the non-traditional method charge and the Maximum Allowable Amount for the traditional method.

e. Benefits for limited orthodontic treatment are limited to a one-time payment for services performed.

f. DDPOK's obligation to make payments for covered limited orthodontic services shall cease on the last day of the month in which patient becomes ineligible for coverage under this Plan; treatment is terminated for any reason before completion of the treatment plan; the treatment plan is completed; the maximum orthodontic benefit has been paid; orthodontic benefits are discontinued under this Plan by either the Contractor or by DDPOK; or the Plan Agreement is terminated, whichever occurs first.

g. DDPOK will not make any payment for repair or replacement of an orthodontic appliance furnished under this Plan.

19. Alternate Benefits/Optional Treatment: DDPOK may consider alternate dental services that are suitable for care of a specific condition if those alternate services will produce a professionally acceptable result, as determined by DDPOK. If patient and dentist elect other treatment, patient will be responsible for any charges in excess of DDPOK's payment.

20. DDPOK's obligation to provide benefits for covered dental services terminates on the last day of the month in which the patient becomes ineligible for benefits under this Plan.

21. Care terminated due to death will be paid in full, to the limit of DDPOK's liability, for services completed or in progress.

22. When services in progress are interrupted and completed later by another dentist, DDPOK will review the claim to determine the payment to each dentist.

23. Processing policies, if applied, may limit benefits and can be found on each Explanation of Benefits.

24. Charges for any covered dental service or supplies which are included as covered medical expenses under the plan of Major Medical or Comprehensive Medical Expense Benefits Plan must first be submitted for payment to the medical carrier. DDPOK may benefit as the secondary carrier.

E. BENEFIT EXCLUSIONS

The following shall be excluded from the benefits to be provided to Subscribers and eligible Dependents.

1. Benefits or services for injuries or conditions compensable under Worker's Compensation or Employers' Liability laws.

2. Benefits or services available from any federal or state government agency; or from any municipality, county, or other political subdivision or community agency; or from any foundation or similar entity.

3. Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of dental coverage.

4. Benefits for services or appliances started prior to the date the patient became eligible under this Plan may be excluded.

5. Charges for services when a claim is received for payment more than twelve (12) months after services are rendered.

6. Charges for any professional services performed by a relative of the patient.

7. Charges for treatment by other than a properly licensed dentist (unless allowed by state law), except radiographic images (x-rays) ordered by a dentist, cleaning and scaling of teeth, and topical application of fluoride may be performed by a properly licensed hygienist if treatment is rendered under the supervision and guidance of the dentist, in accordance with generally accepted dental standards.

8. Charges for completion of forms or submission of documentation required by DDPOK for a benefit determination. Such charges are not billable to the patient when services are provided by a Delta Dental Participating Dentist. Such charges are denied if submitted by a Nonparticipating Dentist.

9. Charges for house calls, hospital calls, or office visits.

10. Charges for missed or cancelled appointments, hospitalization or additional fees charged for hospital treatment, or management fees.

11. Charges for bleaching of teeth.

12. Prescription drugs, premedications, and/or relative analgesia.

13. Experimental procedures.

14. Benefits or services for orthodontic treatment, unless specifically provided herein.

15. Charges for repair of an orthodontic appliance.

16. Charges for replacement of lost or missing crowns and appliances, or for stolen appliances.

17. Benefits or services to correct congenital or developmental malformations, for example, cleft palate, etc.

18. Services for the purpose of improving appearance when form and function are satisfactory and there is insufficient pathological condition evident to warrant the treatment (cosmetic dentistry).

19. Restorations for altering occlusion (bite), involving vertical dimensions, replacing tooth structure lost by attrition (grinding of teeth), erosion, abrasion (wear), or for periodontal, orthodontic, or other splinting.

20. Services with respect to diagnosis and treatment of disturbances of the temporomandibular joint (TMJ), unless specifically provided herein (refer to section B., "Other Miscellaneous Services", above).

21. Charges for general anesthesia/IV sedation except when administered by a properly licensed dentist in a dental office in conjunction with covered oral surgery procedures or when necessary due to concurrent medical conditions.

22. Services and benefits excluded by the rules and regulations of Delta Dental, including the processing policies.

23. All other benefits and services not specified in this Appendix or any attachment and/or addendum attached and forming a part of this Appendix.

F. DEDUCTIBLE REQUIREMENT

The deductible requirement applies each benefit year to covered dental services shown in this Appendix. Each year, such requirement is met as soon as covered dental expenses paid by the Subscriber or eligible Dependent in the current benefit year equal the deductible amount shown in section G.5. below. Such expenses must be incurred while covered under this Plan unless otherwise specified herein.

G. BENEFIT PAYMENT PROCEDURES

1. After Subscriber or eligible Dependent has met any applicable Class I deductible requirement, payment for covered Class I services received by the Subscriber or eligible Dependent shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of one hundred percent (100%) of the balance of the Dentist's submitted fee or one hundred percent (100%) of the balance of the maximum allowable amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any maximum benefit payment limitation.

   In the event a dentist has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment for covered Class I services received by the Subscriber or eligible Dependent shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of one hundred percent (100%) of the balance of the Dentist's submitted fee or one hundred percent (100%) of the balance of the maximum allowable amount for Delta Dental Premier Participating Dentists, whichever is less, subject to any maximum benefit payment limitation.

In the event a dentist has not signed a Participating Dentist Agreement, payment for covered Class I services rendered to the Subscriber or eligible Dependent by a Nonparticipating Dentist shall be made by DDPOK to the Subscriber, or to other participant or beneficiary if required by law, at the rate of one hundred percent (100%) of the balance of the Dentist's submitted fee or one hundred percent (100%) of the balance of the amount determined as the prevailing fee, whichever is less, subject to any maximum benefit payment limitation. The Subscriber shall be responsible for paying the Nonparticipating Dentist both the payment received from DDPOK and any portion of the Nonparticipating Dentist's fee not discharged by such payment.

2. After Subscriber or eligible Dependent has met any applicable Class II deductible requirement, payment for covered Class II services received by the Subscriber or eligible Dependent shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of eighty percent (80%) of the balance of the Dentist's submitted fee or eighty percent (80%) of the balance of the maximum allowable amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any maximum benefit payment limitation.

   In the event a dentist has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment for covered Class II services received by the Subscriber or eligible Dependent shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of eighty percent (80%) of the balance of the Dentist's submitted fee or eighty percent (80%) of the balance of the maximum allowable amount for Delta Dental Premier Participating Dentists, whichever is less, subject to any maximum benefit payment limitation.

   In the event a dentist has not signed a Participating Dentist Agreement, payment for covered Class II services rendered to the Subscriber or eligible Dependent by a Nonparticipating Dentist shall be made by DDPOK to the Subscriber, or to other participant or beneficiary if required by law, at the rate of eighty percent (80%) of the balance of the Dentist's submitted fee or eighty percent (80%) of the balance of the amount determined as the prevailing fee, whichever is less, subject to any maximum benefit payment limitation. The Subscriber shall be responsible for paying the Nonparticipating Dentist both the payment received from DDPOK and any portion of the Nonparticipating Dentist's fee not discharged by such payment.

3. After Subscriber or eligible Dependent has met any applicable Class III deductible requirement, payment for covered Class III services received by the Subscriber or eligible Dependent shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of fifty percent (50%) of the balance of the Dentist's submitted fee or fifty percent (50%) of the balance of the maximum allowable amount for Delta Dental PPO Participating Dentists, whichever is less, subject to any maximum benefit payment limitation.

   In the event a dentist has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment for covered Class III services received by the Subscriber or eligible Dependent shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of fifty percent (50%) of the balance of the Dentist's submitted fee or fifty percent (50%) of the balance of the maximum allowable amount for Delta Dental Premier Participating Dentists, whichever is less, subject to any maximum benefit payment limitation.

In the event a dentist has not signed a Participating Dentist Agreement, payment for covered Class III services rendered to the Subscriber or eligible Dependent by a Nonparticipating Dentist shall be made by DDPOK to the Subscriber, or to other participant or beneficiary if required by law, at the rate of fifty percent (50%) of the balance of the Dentist's submitted fee or fifty percent (50%) of the balance of the amount determined as the prevailing fee, whichever is less, subject to any maximum benefit payment limitation. The Subscriber shall be responsible for paying the Nonparticipating Dentist both the payment received from DDPOK and any portion of the Nonparticipating Dentist's fee not discharged by such payment.

4. After eligible dependent child has met any applicable Class IV deductible requirement, payment for covered Class IV services received by such eligible person shall be made by DDPOK as follows: ***(Applicable only if benefits for Class IV services are included in this Plan. Refer to section B. above.)***

   a. New Orthodontic Treatment Plan: New Orthodontic Treatment Plan shall mean an orthodontic treatment plan which initially commences on or after such eligible person's effective date of orthodontic coverage under this Plan.

      (1) Orthodontic Treatment Plan Down Payment – If orthodontic treatment is provided by a Delta Dental PPO Participating Dentist, payment shall be made by DDPOK to a Delta Dental PPO Participating Dentist at the rate of fifty percent (50%) of the amount equal to one-third (1/3) of the Delta Dental PPO Participating Dentist's estimated total treatment plan fee or fifty percent (50%) of the amount equal to one-third (1/3) of the maximum allowable amount for Delta Dental PPO Participating Dentists, whichever is less, subject to the maximum orthodontic benefit payment and treatment plan. The Subscriber shall be responsible for paying the Delta Dental PPO Participating Dentist any amount of the orthodontic treatment plan down payment that is not discharged by the DDPOK payment.

      In the event the Dentist providing orthodontic treatment has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment shall be made by DDPOK to a Delta Dental Premier Participating Dentist at the rate of fifty percent (50%) of the amount equal to one-third (1/3) of the Delta Dental Premier Participating Dentist's estimated total treatment plan fee or fifty percent (50%) of the amount equal to one-third (1/3) of the maximum allowable amount for Delta Dental Premier Participating Dentists, whichever is less, subject to the maximum orthodontic benefit payment and treatment plan. The Subscriber shall be responsible for paying the Delta Dental Premier Participating Dentist any amount of the orthodontic treatment plan down payment that is not discharged by the DDPOK payment.

      In the event the Dentist providing orthodontic treatment has not signed a Participating Dentist Agreement, payment shall be made by DDPOK to the Subscriber, or to other participant or beneficiary if required by law, at the rate of fifty percent (50%) of the amount equal to one-third (1/3) of the Nonparticipating

Dentist's estimated total treatment plan fee or fifty percent (50%) of the amount equal to one-third (1/3) of the prevailing fee, whichever is less, subject to the maximum orthodontic benefit payment and treatment plan. The Subscriber shall be responsible for paying the Nonparticipating Dentist both the payment received from DDPOK for the orthodontic treatment plan down payment and any amount of the Nonparticipating Dentist's required down payment that is not discharged by the DDPOK payment.

(2) Orthodontic Treatment Plan Periodic Payments –Provided there is continued eligibility and treatment, payment of any remaining orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental PPO Participating Dentist, in monthly installments, at the rate of fifty percent (50%), subject to the maximum orthodontic benefit payment and treatment plan. Remaining orthodontic benefits shall be determined by subtracting the maximum allowable down payment from the Delta Dental PPO Participating Dentist's estimated total treatment plan fee or from the maximum allowable amount for Delta Dental PPO Participating Dentists, whichever is less. The monthly amount on which payment shall be based will be determined by dividing the remaining orthodontic benefits amount by the number of months remaining in the treatment plan. The Subscriber shall be responsible for paying the Delta Dental PPO Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment of any remaining orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental Premier Participating Dentist, in monthly installments, at the rate of fifty percent (50%), subject to the maximum orthodontic benefit payment and treatment plan. Remaining orthodontic benefits shall be determined by subtracting the maximum allowable down payment from the Delta Dental Premier Participating Dentist's estimated total treatment plan fee or from the maximum allowable amount for Delta Dental Premier Participating Dentists, whichever is less. The monthly amount on which payment shall be based will be determined by dividing the remaining orthodontic benefits amount by the number of months remaining in the treatment plan. The Subscriber shall be responsible for paying the Delta Dental Premier Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Participating Dentist Agreement, payment of any remaining orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to the Subscriber, or to other participant or beneficiary if required by law, in monthly installments, at the rate of fifty percent (50%), subject to the maximum orthodontic benefit payment and treatment plan. Remaining orthodontic benefits shall be determined by subtracting the maximum allowable down payment from the Nonparticipating Dentist's estimated total treatment plan fee or from the prevailing fee, whichever is less. The monthly amount on which payment shall be based will be determined by dividing the remaining

orthodontic benefits amount by the number of months remaining in the treatment plan. The Subscriber shall be responsible for paying the Nonparticipating Dentist both the monthly payment received from DDPOK and any amount of the Nonparticipating Dentist's monthly installment that is not discharged by the DDPOK payment.

b. Ongoing Orthodontic Treatment Plan: Ongoing Orthodontic Treatment Plan shall mean an orthodontic treatment plan which initially commenced prior to the eligible person's effective date of orthodontic coverage under this Plan, for which treatment and benefits have been continuous from the commencement date of such orthodontic treatment plan, and which is active and ongoing on such eligible person's effective date of orthodontic coverage under this Plan.

(1) Orthodontic Treatment Plan Down Payment – No down payment or initial lump sum payment is made for ongoing orthodontic treatment plans.

(2) Orthodontic Treatment Plan Periodic Payments – Provided there is continued eligibility and treatment, payment of any orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental PPO Participating Dentist, in monthly installments, at the rate of fifty percent (50%), subject to the maximum orthodontic benefit payment and treatment plan. The monthly installment amount on which payment shall be based will be determined by dividing the amount of the orthodontic treatment or the maximum allowable amount for Delta Dental PPO Participating Dentists, whichever is less, by the number of months remaining in the treatment plan. The Subscriber shall be responsible for paying the Delta Dental PPO Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Delta Dental PPO Participating Dentist Agreement but has signed a Delta Dental Premier Participating Dentist Agreement, payment of any orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to a Delta Dental Premier Participating Dentist, in monthly installments, at the rate of fifty percent (50%), subject to the maximum orthodontic benefit payment and treatment plan. The monthly installment amount on which payment shall be based will be determined by dividing the amount of the orthodontic treatment or the maximum allowable amount for Delta Dental Premier Participating Dentists, whichever is less, by the number of months remaining in the treatment plan. The Subscriber shall be responsible for paying the Delta Dental Premier Participating Dentist any amount of the monthly installment that is not discharged by the DDPOK payment.

In the event the Dentist providing orthodontic treatment has not signed a Participating Dentist Agreement, payment of any orthodontic benefits that may be eligible for periodic payments shall be made by DDPOK to the Subscriber, or to other participant or beneficiary if required by law, in monthly installments, at the rate of fifty percent (50%), subject to the maximum orthodontic benefit payment and treatment plan. The monthly installment amount on which payment shall be based will be determined by dividing the amount of the orthodontic treatment or the prevailing fee, whichever is

less, by the number of months remaining in the treatment plan. The Subscriber shall be responsible for paying the Nonparticipating Dentist both the monthly payment received from DDPOK and any amount of the Nonparticipating Dentist's monthly installment that is not discharged by the DDPOK payment.

5. **Plan Deductible**: Delta Dental shall not be obligated to pay or otherwise discharge, in whole or in part, the first Fifty Dollars ($50) of fees for Classes II and III services rendered an eligible Subscriber or eligible Dependent during the period of each benefit year covered under this Plan. Such deductible shall not exceed three (3) individual deductibles per family per benefit year.

   Such deductible shall not apply to Class I services rendered an eligible Subscriber or eligible Dependent or to Class IV services rendered an eligible dependent child.

6. **Maximum Benefit Payment(s)**: Anything herein contained or set forth in any attachment to the contrary notwithstanding, the maximum benefit payable in any one benefit year, or any portion thereof, shall be One Thousand Five Hundred Dollars ($1,500) per person for combined Classes I, II, and III covered dental services. *Note: Benefits paid by the Plan for covered oral evaluations and routine prophylaxis rendered to an eligible person during the benefit year will not reduce such person's maximum benefit for combined Class I, Class II, and Class III covered dental services.*

   Anything herein contained or set forth in any attachment to the contrary notwithstanding, the maximum lifetime benefit for covered Class IV dental services rendered an eligible dependent child shall be One Thousand Dollars ($1,000).