

## DENTAL ADMINISTRATIVE SERVICES ONLY CONTRACT

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

Whereas, the County 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 the County and Delta Dental, and for which the County retains all liabilities;

Whereas, the County 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 County 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 the County including the attached appendices, endorsements and riders, if any. This Contract constitutes the entire agreement between the parties, unless an inconsistency exists between this contract and the Master Contract. To the extent that a provision in this contract is inconsistent, the Master Contract shall govern.
- 1.02 **Contract Term** means the period during which this Contract is in effect. The Contract Term is shown in Appendix A.
- 1.03 **Master Contract** means Contract between Delta Dental and San Bernardino County including the attached schedules, appendices, endorsements, or riders. This Master Contract constitutes the entire Contract between the parties.
- 1.04 **Plan** means the self-funded dental benefits program for the County'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 the County 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 the County. Claims processing shall include, but not be limited to determining Plan Benefits, if any, payable for such claims; disbursing payments of Plan Benefits to claimants; and provide notification of claims determination or delay in making determination in a timely manner. 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.

## EXHIBIT A

Run out period – Delta shall provide claims processing for claims incurred during the contract, including claims submitted after the termination date of the contract. Such continuance must continue for twelve (12) months after the termination of the contract with the County. At the termination of the run out period, Delta shall cease processing run-out claims and shall make all relevant records in its possession relating to such claims reasonably available to the County or the County's designee at no additional charge to the County. The County will agree to keep their banking lines open during this run-out period.

- 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® 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 the County.
- e) Delta Dental may suspend claims for Enrollees if it does not receive all amounts due, in the amount and manner required by Section E and Appendix A. Also, Delta Dental shall not pay claims for any person unless included on the bi-weekly (Active) and monthly (COBRA) eligibility list when the dental services are performed. However, a child shall be covered if notice of birth and payment are received within 60 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, 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 the County, Delta Dental shall assist the County by providing information necessary to conduct its review.
- i) Provide the County or designee with an annual projection of paid claims.
- j) Provide the County or designee 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 County 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 or amendments showing the change shall be issued.

**2.03 Identification Card**

Delta Dental will mail identification cards to all Primary Enrollees to their mailing address and will make identification card available for 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) The County 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 the County 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 THE COUNTY**

**3.01 Eligibility**

The County shall compile and furnish to Delta Dental a bi-weekly invoice of all Primary enrollees as defined in this contract under Section 1 – Definitions. The invoice documentation shall identify the effective date of coverage and primary enrollee's ID number, name, and social security number.

The County will provide a benefit enrollment file on a bi-weekly (Active) via electronic file feed and a Monthly (COBRA) basis via electronic file transfer site in a format agreed upon by both the County and Delta Dental to identify Primary Enrollees and their eligible dependents as described in the Master Contract under Section B Contractor Responsibilities.

Delta Dental agrees to maintain an up to date listing of Enrollees from data provided by the County. The County shall provide to Delta Dental such other information as may be reasonably required by Delta Dental for the proper administration of the plan.

The County 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 up to the immediately preceding 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 County 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 Enrollee Communications**

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.

The County will make the dental booklet(s) drafted by Delta Dental available to each Primary Enrollee via its internal computer network or through its website. The County will neither change nor revise these booklets without the prior written approval of Delta Dental. The County agrees that no materials will be published regarding the Delta Dental product without the consent of Delta Dental.

**SECTION 4. RELATIONSHIP OF THE PARTIES**

**4.01 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 by the County including, but not limited to, eligibility and enrollment information.
- 5.05 Both parties to the Contract agree to permit and encourage the professional relationship between Provider and patient to be maintained without interference.
- 5.06 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.

## **EXHIBIT A**

- 5.07 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.
- 5.08 Absent fraud, each statement made by the County 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 Administrative Contract Variables.
- 6.02 In addition to the Termination of Contract in the Master Contract, Section D – Term of Contract, the Contract may also be terminated for the following causes:
- a) By Delta Dental, upon the County's failure to furnish Delta Dental with a list of all Primary Enrollees and Dependent Enrollees as required under Section 3.01.
  - b) By either Contractholder or Delta Dental, upon expiration of a Contract Term.
- 6.03 Delta may terminate the contract as set forth in the Master Contract, Section D – Term of Contract and as described in this section upon ninety (90) days written notice to the County. 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. The County 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:

<b>Appendix A</b>	<b>Administrative Contract Variables</b>
<b>Appendix B</b>	<b>Notice of Privacy Practices</b>
<b>Appendix C</b>	<b>Performance Guarantees</b>
<b>Appendix D</b>	<b>Network Savings Guarantee</b>
<b>Appendix E</b>	<b>Delta Dental's Commitments to San Bernardino County</b>
<b>Appendix F</b>	<b>Reports</b>
<b>Exhibit B</b>	<b>Employee Benefits Booklet</b>

**EXHIBIT A**

**SECTION 8. SIGNATURES**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

The terms of this Contract are agreed to by:

**DELTA DENTAL OF CALIFORNIA**

**SAN BERNARDINO COUNTY**



Name of Officer: Michael G. Hankinson, Esq.

Name of Officer: Curt Hagman

Title: EVP, Chief Legal Officer

Title: Chairman, Board of Supervisors

Date: July 8, 2022

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

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

## EXHIBIT A

### APPENDIX A

#### ADMINISTRATIVE CONTRACT VARIABLES

- A. Contract Number: 18757
- B. The administrative services performed by Delta Dental under this Contract shall be effective commencing on July 30, 2022.
- C. The Contract Term shall be for the period commencing on July 30, 2022 and concluding on July 23, 2027.
- D. County shall compile and furnish to Delta Dental a bi-weekly list of all Primary enrollees and their dependents as described in Section 3.01 – Eligibility of this contract, and Contractholder shall furnish to Delta Dental bi-weekly or monthly payments as shown below for each Primary Enrollee as compensation for administering the program.

Effective July 30, 2022 – July 25, 2025

Description	Reporting Period	Administrative Charge
Active Primary Enrollees	Bi-weekly	\$1.02 bi-weekly
COBRA	Monthly	\$2.20 monthly

Delta Dental agrees that the administrative charge shown in the table below are not to exceed rates for the fourth and fifth subsequent years of the Contract Term.

Effective July 26, 2025 – July 23, 2027

Description	Reporting Period	Administrative Charge
Active Primary Enrollees	Bi-weekly	\$1.05 bi-weekly
COBRA	Monthly	\$2.27 monthly

The cost of claims submitted by Premier Providers as shown on the weekly summary of claims paid will be calculated using the lesser of the submitted charge or the 80th percentile. The County agrees that any difference between the invoiced amount of claims paid and the contracted fee paid to Premier Providers will be retained or absorbed by Delta Dental as the administrative charge.

- E. Delta Dental may change the amounts charged whenever the Contract is amended or whenever the County 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 the County and Delta Dental agree in writing (except as provided in D above or when applicable under 5.01).



**SAN BERNARDINO COUNTY**  
**Active Employees Self-Funded Dental PPO**  
**Plans Administered by Delta Dental**

**NOTICE OF PRIVACY PRACTICES (NOPP)**

Effective Date of Notice: July 18, 2020

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on employer health plans concerning the use and disclosure of individual health information. This information, known as protected health information (PHI), includes almost all individually identifiable health information held by the plan – whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of San Bernardino’s Active Employee’s Self-Funded Dental PPO Plans (“Plan”). Delta Dental of California (“Delta Dental”) is the Dental Plan Third Party Administrator. The plans covered by this notice may share health information with each other to carry out Treatment, Payment or Health Care Operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

**The Plan’s duties with respect to health information about you**

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan’s legal duties and privacy practices. Your PHI is maintained by the business associate (Delta Dental) that serves as the third party administrator for the Plan in which you participate, but the County may also hold health-related information. Generally, County-held information is limited to enrollment data, but in limited instances it may include information you provide to designated County staff to help with coordination of benefits or resolving complaints.

**How the Plan(s) may use or disclose your health information**

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care Treatment, Payment Activities, and/or Health Care Operations. Here are some examples of what this might entail:

- **Treatment.** Although the County does not provide direct treatment to you, your Delta Dental dentist and their staff may use health information about you to provide you with dental treatment or services, to include consultations and referrals. They may disclose health information about you to dentists, technicians, other health care professionals and office staff who are involved in taking care of you and your dental health.
- **Payment.** Includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations and provide reimbursement for health care, except for genetic information that is PHI. This can include eligibility determinations, reviewing services for medical necessity or appropriateness, utilization management activities, claims management, and billing; as well as “behind the scene” plan functions such as risk adjustment, collection, or reinsurance.
- **Health care operations.** Includes activities by this Plan (and in limited circumstance other plans or providers) such as wellness and risk assessment programs, quality assessment and improvement activities, customer service and internal grievance resolution. Excludes genetic information that is PHI. Health care operations also include vendor evaluations, credentialing, training, accreditation activities, underwriting, premium rating, arranging for medical review and audit activities and business planning and development.
- **To Business Associates.** The Plan may disclose your PHI to business associates the Plan hires to assist the Plan. Each business associate of the Plan must agree in writing to ensure the continuing confidentiality and security of your medical information.

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. If the Plan uses or discloses PHI for underwriting purposes, the Plan will not use or disclose PHI that is your genetic information for such purposes.



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**How the Plan may share your health information with San Bernardino**

Delta Dental may disclose your health information without your written authorization to San Bernardino for plan administration purposes. San Bernardino may need your health information to administer benefits under the Plan. San Bernardino agrees not to use or disclose your health information other than as permitted or required by the Plan document and by law. The staff of the Human Resources Department, Employee Benefits and Services Division (EBS) are the only County employees who will have access to your health information for plan administration functions.

Here's how additional information may be shared between the Delta Dental and San Bernardino, as allowed under the HIPAA rules:

- Delta Dental may disclose "summary health information" to San Bernardino if requested, for purposes of obtaining premium bids to provide coverage under the Plan, or for modifying, amending or terminating the Plan. Summary health information is information that summarizes participants' claims information, but from which names and other identifying information has been removed.
- Delta Dental may disclose to San Bernardino information on whether an individual is participating in the Plan, or has enrolled or disenrolled in an insurance option offered by the Plan.

In addition, you should know that San Bernardino cannot and will not use health information obtained from the Plan for any employment-related actions. However, health information collected by San Bernardino from other sources, for example under the Family and Medical Leave Act, American's with Disabilities Act, or workers' compensation is *not* protected under HIPAA (although this type of information may be protected under other federal and state laws).

**Other allowable uses or disclosures of your health information**

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information describing your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You will generally be given the chance to agree or object to these disclosures (although exceptions may be made for example if you are not present or if you are incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

The Plan also is allowed to use or disclose your health information without your written authorization for the following activities:

Workers' Compensation	Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with such laws.
Necessary to prevent serious threat to health or safety	Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (including disclosures to the target of the threat); includes disclosures to assist law enforcement officials in identifying or apprehending an individual because the individual has made a statement admitting participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody.
Public Health activities	Disclosures authorized by law to person who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects.
Victims of abuse, neglect or domestic violence	Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you will be notified of the Plan's disclosure if informing you would not put you at further risk).
Judicial and Administrative Proceedings	Disclosures in response to a court or administrative order, subpoena, discovery request or other lawful process (the Plan may be required to notify you of the request, or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information).
Law Enforcement purposes	Disclosures to law enforcement officials required by law or pursuant to legal process or to identify a suspect, fugitive, witness or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosure about a death that may have resulted from criminal conduct; and disclosure to provide evidence of criminal conduct on the Plan's premises.

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Decedents	Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties.
Organ, eye or tissue donation	Disclosures to organ procurement organizations or other entities to facilitate organ, eye or tissue donation and transplantation after death.
Research purposes	Disclosures subject to approval by institutional or private privacy review boards and subject to certain assurances and representations by researchers regarding necessity of using your health information and treatment of the information during a research project.
Health oversight activities	Disclosures to health agencies for activities authorized by law (audits, inspections, investigations or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility and compliance with regulatory programs or civil rights laws.
Specialized government functions	Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates.
HHS investigations	Disclosures of your health information to the Department of Health and Human Services (HHS) to investigate or determine the Plan's compliance with the HIPAA privacy rule.

Except as described in this notice, other uses and disclosures will be made only with your written authorization. For example, in most cases, the Plan will obtain your authorization before it communicates with you about products or programs if the Plan is being paid to make those communications. The Plan will never sell your health information unless you have authorized us to do so. You may revoke your authorization as allowed under the HIPAA rules. However, you cannot revoke your authorization with respect to disclosures the Plan has already made. You will be notified of any unauthorized access, use or disclosure of your unsecured health information as required by law.

The Plan will notify you if it becomes aware that there has been a loss of your health information in a manner that could compromise the privacy of your health information.

**Your individual rights**

You have the following rights with respect to your health information the Plan maintains. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right. See the table at the end of this notice for information on how to submit requests.

- **Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse.** You have the right to ask the Plan to restrict the use and disclosure of your health information for Treatment, Payment or Health Care Operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death – or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

The Plan is not required to agree to a requested restriction. And if the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you are notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

- **Right to receive confidential communications of your health information.** If you think that disclosure of your health information by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations.

If you want to exercise this right, your request to the Plan must be in writing and you must include a statement that disclosure of all or part of the information could endanger you.

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- **Right to inspect and copy your health information.** With certain exceptions, you have the right to inspect or obtain a copy of your health information in a "Designated Record Set." This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication and case or medical management record systems maintained by a plan; or a group of records the Plan uses to make decisions about individuals. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal or administrative proceedings. The Plan may deny your right to access, although in certain circumstances you may request a review of the denial.

If you want to exercise this right, your request to the Plan must be in writing. Within 30 days of receipt of your request (60 days if the health information is not accessible onsite), the Plan will provide you with one of these responses:

1. The access or copies you requested;
2. A written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint; or
3. A written statement that the time period for reviewing your request will be extended by no more than 30 days, along with the reasons for the delay and the date by which the Plan expects to address your request.

You may also request your health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage.

If the Plan does not maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

If the Plan keeps your records in an electronic format, you may request an electronic copy of your health information in a form and format readily producible by the Plan. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. Any charge that is assessed to you for these copies must be reasonable and based on the Plan's cost.

- **Right to amend your health information that is inaccurate or incomplete.** With certain exceptions, you have a right to request that the Plan amend your health information in a Designated Record Set. The Plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the Designated Record Set, or is not available for inspection (e.g. information compiled for civil, criminal or administrative proceedings).

If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the Plan will take one of these actions:

1. Make the amendment as requested;
2. Provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint; or
3. Provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

- **Right to receive an accounting of disclosure of your health information.** You have the right to a list of certain disclosures the Plan has made of your health information. This is often referred to as an "accounting of disclosures." You generally may receive this accounting if the disclosure is required by law,

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in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below.

You may receive information on disclosures of your health information for up to six (6) years before the date of your request. You do not have a right to receive an accounting of any disclosures made in any of these circumstances:

1. For Treatment, Payment or Health Care Operations;
2. To you about your own health information;
3. Incidental to other permitted or required disclosures;
4. Where authorization was provided;
5. To family members or friends involved in your care (where disclosure is permitted without authorization);
6. For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstance; or
7. As part of a "limited data set" (health information that excludes certain identifying information).

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official. If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one (1) request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You will be notified of the fee in advance and have the opportunity to change or revoke your request.

- **Access and distribution of this Notice of Privacy Practices ("Privacy Notice").** This Privacy Notice will be provided as follows: 1) in paper format to employees upon hire, 2) electronically (and in paper format upon request) as part of the annual Open Enrollment materials, 3) electronically posted on San Bernardino, Human Resources Department, Employee Benefits and Services Division web pages. Unless you affirmatively contact Human Resources and advise that you do not have electronic access to these documents, you will be deemed to have given your consent to continue to receive notices electronically. You may exercise your right to obtain a paper copy of this Privacy Notice, at any time, as described herein.
- **Right to obtain a paper copy of this Privacy Notice from the Plan upon request.** You have the right to obtain a paper copy of this Privacy Notice upon request. Even individuals who agreed to receive this Privacy Notice electronically may request a paper copy at any time.

If you want to exercise the first five rights listed above, please contact **Delta Dental** at (855) 244-7323. You will be provided with the necessary information and forms for you to complete and return, and Delta Dental will advise the Plan of your request. In some cases, the Plan (or Delta Dental as its Administrator) may charge you a nominal, cost-based fee to comply with your request.

**Changes to the information in this Privacy Notice**

The Plan must abide by the terms of the Privacy Notice currently in effect. This Privacy Notice takes effect on July 22, 2017. However, the Plan reserves the right to change the terms of its privacy policies as described in this Privacy Notice at any time, and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this Privacy Notice, you will be provided with a revised Privacy Notice either electronically or by mail to your mailing address. If you receive this Privacy Notice electronically, you may also request a paper copy at no charge. This Privacy Notice is also posted on San Bernardino, Human Resources Department website (<https://hr.sbcounty.gov/employee-benefits/>).

**SAN BERNARDINO COUNTY, Active Employee's Self-Funded Dental PPO**

**Plans Notice of Privacy Practices (NOPP), July 18, 2020**

Page 6 of 6

**Our right to check your identity**

For your protection, we may check your identity whenever you have questions about your specific enrollment Plan activities. We will check your identity whenever you submit requests to look at, copy or amend your records or to obtain a list of disclosures of your health information.

**Complaints**

If you believe your privacy rights have been violated or your Plan has not followed its legal obligations under HIPAA, you may complain to the Plan Administrator, Delta Dental or to San Bernardino, Office of Compliance and Ethics at the addresses listed below. Alternatively you may complain to the Secretary of the U.S. Department of Health and Human Services, at the regional office that handles your area, generally within 180 days of when the act or omission occurred. You will not be retaliated against for filing a complaint.

<p>To file a complaint with San Bernardino County, Office of Compliance and Ethics:</p> <p>HIPAA Complaints Official 175 W. Fifth Street, First Floor San Bernardino, CA 92415-0440</p> <p>Phone # (909) 387-4500 Email: <a href="mailto:HIPAAComplaints@cao.sbcounty.gov">HIPAAComplaints@cao.sbcounty.gov</a> Fax # (909) 387-8950</p>	<p>To file a complaint with the Plan as administered by Delta Dental, contact:</p> <p>Delta Dental of California 100 First Street San Francisco, CA 94105</p> <p>Phone # (855) 244-7323</p>
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**For more information on the Plan's privacy policies or your rights under HIPAA, contact:**

HIPAA Benefits Analyst  
**San Bernardino County,**  
Human Resources Department  
Employee Benefits and Services  
175 W. Fifth Street, First Floor  
San Bernardino, CA 92415-0440  
Email: [ebsd@hr.sbcounty.gov](mailto:ebsd@hr.sbcounty.gov)  
Phone # (909) 387-5787  
Fax # (909) 387-5566

**Delta Dental of California**  
100 First Street  
San Francisco, CA 94105  
Phone # (855) 244-7323

**Plans that will follow this Notice include the following:**

- San Bernardino County, Active Employee's Self-Funded Dental PPO Plan #00001-DPPO
- San Bernardino County, Active Employee's Self-Funded Dental PPO Needles Plan #00002 DPPO
- San Bernardino County, Active Employee's Self-Funded Dental PPO Special Pay Plan #00003 DPPO
- San Bernardino County, COBRA Self-Funded Dental PPO Plan # 09000 DPPO
- San Bernardino County, COBRA Self-Funded Dental PPO Needles Plan # 09000 DPPO



## Delta Dental Performance Guarantees

**Client:** San Bernardino County / 18757

**Effective:** 7/30/2022 – 7/23/2027

Delta Dental agrees to provide the following levels of service in the performance of its obligations under this contract. Should any of the following service levels not be met, any payment due will be issued in the form of a check, based on the total administration at the end of each contract period. Measurement, reporting, and payment of each guarantee will be on a global basis and reported annually unless stated otherwise.

Account Management	Amount at Risk
A sales account executive and account manager will be assigned as contacts for San Bernardino County to:	
Successfully oversee all implementation activities.	1.5%
Return phone calls from San Bernardino County primary contacts within 24 hours.	1.5%
Measurement will be on a client-specific basis and reported annually.	
Eligibility	Amount at Risk
97% or higher - Electronic eligibility changes are made within 2 business days from receipt of data. Guarantee is contingent upon receipt of data in a mutually agreed upon format and system availability.	1%
Measurement will be on a global basis and reported annually.	
Claims Turnaround	Amount at Risk
90% of claims received will be processed within 15 calendar days and 99% of claims received will be processed within 30 calendar days. Claims turnaround is measured from the date of the initial receipt of the claim with complete information to the date the claim is originally processed.	1%
Measurement will be on a global basis and reported annually.	



Overall Claims Accuracy	Amount at Risk
<p>96% or higher - claims are to be processed without error; error does not have to have financial impact.</p> <p>Measurement over the course of a contract year. Measurement will be on a global basis and reported annually.</p>	1%
<p>99% or higher - Claims processed will be free from financial error. (Financial Accuracy)</p> <p>Measurement over the course of a contract year. Measurement will be on a global basis and reported annually.</p>	1%
Customer Service	Amount at Risk
<p>85% of all customer calls to the Contact Center will be answered within 30 seconds or less.</p> <p>Measurement over the course of a contract year. Measurement will be on a client-specific basis and reported annually.</p>	1%
<p>Customer calls to the Customer Service Department will be answered within 30 seconds or less on average.</p> <p>Measurement over the course of a contract year. Measurement will be on a client-specific basis and reported annually.</p>	1%
<p>Call abandonment rate will be 5% or less.</p> <p>Measurement over the course of a contract year. Measurement will be on a client-specific basis and reported annually.</p>	1%

## APPENDIX C



Contract	Amount at Risk
<p>Renewal notification and contractual amendments delivered to the County by April 1st of each year specified in the contract term.</p> <p>Measurement will be on a client-specific basis and reported annually.</p>	1.5%
Quality Management	Amount at Risk
<p>A written response will be provided that acknowledges receipt of the grievance within five (5) calendar days for 95% of enrollees filing a grievance.</p> <p>Measurement will be on a global basis and reported annually.</p>	1.5%
Customer Satisfaction	Amount at Risk
<p>85% or higher - Customer satisfaction with their network provider.</p> <p>Measurement over the course of a contract year.</p> <p>Measurement will be on a global basis and reported annually.</p>	1%
<p>85% or higher - Customer satisfaction rate with Delta Dental.</p> <p>Measurement over the course of a contract year.</p> <p>Measurement will be on a global basis and reported annually.</p>	1%
Network Stability	Amount at Risk
<p>Network Development would agree to contact 100% of non-participating providers in San Bernardino County a minimum of 2 times during the next year.</p> <p>Measurement will be on a client-specific basis and reported annually.</p>	1.5%
Group Report	Amount at Risk
<p>Delta Dental will provide annual County-specific fee/premium/claims experience reporting and other reports as agree upon (within 30 days of the close of the established reporting period).</p> <p>Measurement will be on a client-specific basis and reported annually.</p>	1.5%
ID Cards	Amount at Risk
<p>90% or higher - ID cards will be distributed within 10 business days of receipt of eligibility.</p> <p>Measurement will be on a global basis and reported annually.</p>	1%
<b>TOTAL ADMINISTRATION AT RISK</b>	<b>19%</b>

Unless specified above, the length of the Performance Guarantee period will follow the term of the sold contract period.





\* Performance Guarantees apply to Fee-for-Service Plans only; excludes assessments, taxes and commissions, if applicable. Delta Dental will not incur penalties for its failure to meet the terms of these guarantees if this failure is caused by fires, acts of public enemies, acts of God, epidemics, pandemics, civil disturbances, labor disputes or by any similar act or event beyond the reasonable control of the client or Delta Dental.

# Network Savings Guarantee

## Delta Dental PPO Dentists <sup>SM</sup>

Delta Dental is confident that our fee agreements with contracted PPO Dentists will generate savings from the total benefit expenses for San Bernardino County.

Delta Dental guarantees that San Bernardino County's total savings on claims for the first 12 months will be at least 32%. If the savings is less, Delta Dental will refund a portion of the net self-funded administration charge as indicated in the following table:

Savings Percentage met:	Administration Fee Reduction:
Greater than or equal to 32%	0%
Greater than or equal to 29% but less than 32%	2.5%
Greater than or equal to 26% but less than 29%	5%
Greater than or equal to 22% but less than 26%	7.5%
Less than 22%	10%

San Bernardino County's savings will be measured and documented by Delta Dental based on claims paid during the first 12 months of the contract. Savings is defined as the difference between amount submitted and the amount approved for payment by PPO Dentists.

### PPO Savings Measurement Example

a) Total Submitted Amount for PPO Dentists:	\$10,000,000
b) Delta Dental PPO Total Approved Amount:	\$ 7,100,000
c) PPO Network Savings (a-b):	\$ 2,900,000
d) % Savings over Total Submitted Amount (c/a):	29%

*Note: The amounts used in the above example are for illustration purposes only and do not reflect San Bernardino County's actual claims.*

Based on the above example, savings from Delta Dental's PPO Dentist contracted fees equals \$2,900,000 and represents 29% of the Submitted Amount for PPO Dentists. Delta Dental would issue a refund to San Bernardino County for 2.5% of the net administration fee paid.

All amounts exclude orthodontia and are determined prior to the adjudication of plan provisions such as coinsurance, maximums, coordination of benefits and limitations and exclusions.

## **APPENDIX E**

### **DELTA DENTAL COMMITMENTS TO SAN BERNARDINO COUNTY**

Delta agrees to provide the following services and/or products each year of the contract at no additional cost to the County:

Delta Dental's SmileWay Wellness Program

Cost Estimator PPO

Delta Dental PPO Patient Satisfaction Survey (annual) which is Client Specific

One-time Wellness credit of \$10,000

## APPENDIX F

### REPORTS

#### Financial & Utilization Reports – monthly

- Executive Summary
- Monthly Financial Experience
- Network Utilization
- Distribution of Services
- Cost Savings (self funded)
- Dollar-Banded Utilization
- Claim Lag (self-funded)
- Top 10 Procedures (annually)
- SmileWay Wellness Report – Your Dental Health Summary (annually)
- PPO Grievance Report (quarterly)