



Delta Dental Service Contract For Johnston County Public Schools

This revised Service Contract ("Contract") is entered into by and between Johnston County Public Schools (the "Contractor") and Delta Dental of North Carolina, a North Carolina non-profit corporation ("Delta Dental"). Delta Dental agrees to perform claims administration services for the Contractor's self-funded dental benefit plan. Contractor and Delta Dental may be singularly referred to herein as "Party" and collectively referred to herein as the "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2021, the ("Effective Date"), replacing any previous declarations, Section I, with the balance of such Contract continued as if fully set forth herein.

SECTION I - DECLARATIONS

The benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. Effective Date: 12:01 A.M. Standard Time, January 1, 2021

B. First Renewal Date: January 1, 2022

C. Client Number: 1350-2000, 2099

D. Rate(s):

See Addendum

E. Performance Guarantee(s): See Addendum

DELTA DENTAL OF NORTH CAROLINA

BY:



President and CEO

DATE: September 24, 2020

CONTRACTOR

BY:

(Authorized Signature)

(Title)

BY:

(Witnessed By)

(Title)

DATE:

ADDENDUM

Johnston County Public Schools
1350-2000, 2099
January 1, 2021

D. **Rate(s):**

Administrative Service Fee:

Composite - \$5.26 per month per Enrollee

This rate is contingent upon the enrollment of a minimum of 50 percent of the eligible members of the defined group and their eligible dependents with the full cost paid by the member. In addition to the Administrative Service Fee, Delta Dental shall invoice Contractor for the Cost of Claims for the preceding week every Tuesday. Payment shall be due via Electronic Funds Transfer on or before Friday of that week. Rates do not include any applicable claims taxes.

These rates assume that claims from nonparticipating dentists will be paid using our national Table 90. Notwithstanding anything to the contrary elsewhere in the Contract, Delta Dental will honor assignment of benefits from Participants to Nonparticipating Dentists that are clearly marked with an assignment of benefit. Assignment of benefits will only be honored to the extent required by the law of the state in which the Covered Services were rendered.

- E. Performance Guarantee(s):** The following Performance Guarantees have been agreed to by both parties. In the event this Agreement is terminated by either party before its First Renewal Date, these Performance Guarantees are null and void. These Performance Guarantees will only be tracked, reported, and paid on a calendar-year basis for each full calendar year that this Agreement is in effect. In addition, if Delta Dental's performance meets or exceeds the guaranteed performance for three consecutive years, Delta Dental will have no further liability for tracking, reporting, or refunding administration costs for Performance Guarantees. The total refund in any calendar year will not exceed 50 percent of the Contractor's total annual administration costs. Total annual administration costs equal the annual exposure multiplied by the per Subscriber administration cost, excluding commissions, if payable.

1. Turnaround Time Guarantee

Delta Dental guarantees to process 95 percent of all dental claims for all Contractors within ten business days (measured from the date a completed claim is received to the date it is adjudicated in the claim system or denied).

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent below the 95 percent goal.

2. No Balance Billing Guarantee

When Dentists sign contracts to participate with Delta Dental, they agree to accept Delta Dental's determination of payment as the full fee for covered services. If a Participating Dentist's Submitted Fee is higher than the amount that Delta Dental's approves, they agree not to charge the difference to Subscribers (or "balance bill" Subscribers). Delta Dental guarantees Subscribers will not be balance billed by Participating Dentists.

If a Subscriber is balance billed by a Participating Dentist, Delta Dental guarantees to investigate each occurrence and, when appropriate, to make the Subscriber whole.

3. Smooth Conversion Guarantee

Delta Dental guarantees to implement the Contractor's Delta Dental Plan to the Contractor's satisfaction.

If the Contractor is not completely satisfied with Delta Dental's implementation, as indicated by a grade of B or above on Delta Dental's implementation report card, Delta Dental will waive one month's administration cost for the month following the month in which the grade is received. This guarantee is only applicable to the first year of the contract.

4. Telephone Average Speed of Answer Guarantee

Delta Dental guarantees that the annual average speed of answer of all calls to Delta Dental's customer service department will be 25 seconds or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each second above 25 seconds.

5. Telephone Abandonment Rate Guarantee

Delta Dental guarantees that the annual call abandonment rate for Delta Dental's customer service department (or the rate of callers who hang up before Delta Dental's customer service staff answers their call) will be five percent or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the call abandonment rate exceeds the five percent goal.

6. Claims Financial Accuracy Guarantee

Delta Dental guarantees that the financial accuracy rate, measured as the total claim dollars paid correctly divided by the total claim dollars audited in a statistically valid sample from all claims paid from all groups, with errors including the absolute value of all overpayments and underpayments, will be at least 99 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 99 percent goal.

7. Claims Payment Accuracy Guarantee

Delta Dental guarantees that the payment accuracy rate, measured as the number of claims paid correctly divided by the number of claims audited in a statistically valid sample from all claims paid from all groups, with errors including all overpayments, underpayments, and dollars paid to the wrong payee, will be at least 98 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

8. Claims Processing Accuracy Guarantee

Delta Dental guarantees that the processing accuracy rate, measured as the number of correctly processed paid claims divided by the total number of claims audited in a statistically valid sample from all claims paid from all groups, will be at least 98 percent. The processing accuracy rate measures all types of errors, not just financial errors.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

9. Satisfactory Account Management Guarantee

Delta Dental guarantees that the Contractor will be satisfied with the management of the account.

If the Contractor is not completely satisfied with its account management each calendar year as indicated by a grade of B or above on Delta Dental's annual account management report card, Delta Dental will refund five percent of the Contractor's total annual administration costs.

10. Panel Savings Guarantee

Delta Dental guarantees that the Contractor's annual savings from fee and policy reductions, as reported on the Contractor's annual Treatment Savings report, will be at least 16.6 percent.

This percentage will be calculated by dividing (a) the sum of Fees not Allowed Due to Processing Policies, Fee Reduction (both Member and Non-member Dentists), and Savings from Dental Consultant Review by (b) total charges less Invalid Claims and All Other Savings.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund any deficit where the Contractor's actual annual percentage as defined above is not at least 16.6 percent, up to a maximum of 25 percent of the Contractor's total annual administration costs.



**Delta Dental PPO plus Premier
Summary of Dental Plan Benefits
For Group# 1350-2000, 2099
Johnston County Public Schools
High Option Plan**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of North Carolina

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	90%	90%	90%
Minor Restorative Services – fillings and crown repair	90%	90%	90%
Periodontal Maintenance – cleanings following periodontal therapy	90%	90%	90%
Oral Surgery Services – extractions and dental surgery	90%	90%	90%
Other Basic Services – misc. services	90%	90%	90%
Relines and Repairs – to bridges, implants, and dentures	90%	90%	90%
Major Services			
Endodontic Services – root canals	60%	60%	60%
Periodontic Services – to treat gum disease	60%	60%	60%
Major Restorative Services – crowns	60%	60%	60%
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	60%	60%	60%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

The explanation and sample calculation of how these services will be paid can be found in Section VI - How Payment is Made in your Certificate.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Full mouth debridement is payable once in any five-year period.
- Fluoride treatments are payable once per calendar year for people age 18 and under.

- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per three-year period for first and second permanent molars for people age 16 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are payable on posterior teeth.
- Localized delivery of chemotherapeutic agents is payable two times per quadrant in any two-year period.
- Vestibuloplasty and excision of bone tissue are Covered Services.
- Full and partial dentures are payable once in any five-year period. Reline and rebase of dentures are payable once in any two-year period.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.
- Application of desensitizing medicament, and application of desensitizing resin for cervical and/or root surface (per tooth) is covered once in any two-year period. Occlusal guards are not a Covered Service.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,000 per person total per Benefit Year on all services except orthodontic services. \$1,000 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Maximum Carryover – If at least one Covered Service is applied toward your Maximum Payment in a Benefit Year and the total Benefit paid does not exceed \$500 in that Benefit Year, up to \$250 will carry over to the next Benefit Year's Maximum Payment. This carryover amount will accumulate from one Benefit Year to the next, but will not exceed \$1,000. If no Covered Services are paid during a Benefit Year, all accumulated carryover amounts from previous Benefit Years will be forfeited.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, X-rays, brush biopsy, sealants, and orthodontic services.

Waiting Period – Employees who are eligible for dental benefits are covered first day of the month following the date of hire.

Eligible People – All full-time employees working at least 30 hours per week or as defined by the Contractor or COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollee's, if applicable who choose the High Option Plan. The Subscriber pays the full cost of this plan.

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and their Dependents choosing either dental plan are required to remain enrolled for a period of 12 months. Should an Enrollee or Dependent choose to drop dental coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may enroll if the Enrollee is enrolled (excluding COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if such change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the calendar month after termination.