

## **AGREEMENT BETWEEN COUNTY OF MONTEREY AND PACIFIC HEALTH ALLIANCE**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County," and Pacific Health Alliance (PHA), hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10719) for Third-Party Administration (TPA) of the County's Self-Insured Dental Plan in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services in accord with the terms of RFP # 10719; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **1.0 PERFORMANCE OF THE AGREEMENT**

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10719 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10719. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- This AGREEMENT, including all its attachments, exhibits and appendix
- RFP # 10719 dated August 1, 2019, including all addenda, attachments and exhibits
- CONTRACTOR's proposal dated August 27, 2019
- Certificate of Insurance and Additional Insured Endorsements

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, including all attachments, exhibits and appendix; RFP # 10719 Addenda; RFP # 10719, including all attachments and exhibits; CONTRACTOR's proposal; and Certificate of Insurance and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **2.0 SCOPE OF SERVICES**

- 2.1 CONTRACTOR shall administer the County's Self-Insured Dental Benefit Plan for eligible County employees.
- 2.2 CONTRACTOR shall maintain a preferred provider network for use by the County plan.
  - 2.2.1 CONTRACTOR shall be responsible for maintaining agreements with preferred providers to include providing Contracting Providers with instructions regarding their compliance with administrative, billing, and accounting procedures required by County.
  - 2.2.2 CONTRACTOR shall be responsible for recruitment of new Contracting Providers used by enrollees to establish contractual relationships to include determination that provider meets established standards.
  - 2.2.3 CONTRACTOR shall make provider directory available to enrollees.
- 2.3 CONTRACTOR shall establish Provider Reimbursement Rates for Contracting Providers and Non-Providers.
  - 2.3.1 CONTRACTOR shall be responsible for establishing the Uniform, Customary and Reasonable (UCR) fees to be utilized in setting reimbursement rates.
  - 2.3.2 CONTRACTOR shall utilize local data (County of Monterey) for establishing UCR fees. UCR fees will be subject to annual review and possible adjustment. Negotiations with providers to increase the UCR will not result in rates that exceed the Bay Area CPI.
- 2.4 CONTRACTOR shall provide up to four (4) informational seminars per year as requested by County staff on topics related to dental benefits.
- 2.5 CONTRACTOR shall be responsible for receipt of and processing of claims in accordance with the benefits summary in Exhibit A attached hereto.
  - 2.5.1 CONTRACTOR shall employ qualified personnel to ensure accurate processing of claims.

- 2.5.2 CONTRACTOR shall be responsible for determining appropriate Coordination of Benefits and enrollees prior to claim determination.
  - 2.5.3 CONTRACTOR shall be responsible for determination of accuracy of claim information and eligible amounts payable.
  - 2.5.4 CONTRACTOR shall be responsible for denial of inappropriate or incorrect claims.
- 2.6 CONTRACTOR shall provide customer support services to enrollees to include coverage, information, provider directory information, claims status, and support related to denied claims.
- 2.6.1 CONTRACTOR shall support an appeal process for enrollee dispute or claims payment or coverage determination and participate, at no additional cost, in any dispute between County and enrollees related to any benefit review determination made by CONTRACTOR.
- 2.7 County shall maintain an account to facilitate self-funding of claims processed by CONTRACTOR. Requests for funding of processed claims should be submitted by CONTRACTOR to County designees to include a list of checks processed and the associated claim information. County shall be responsible for reviewing the request for funding and, if appropriate, funding the account sufficiently to satisfy the request.
- 2.7.1 County is responsible for notifying CONTRACTOR immediately of any dispute with or questions arising from request for funding.
  - 2.7.2 Contractor shall notify County within two (2) business days of payments accepted and deposits made to the account for COBRA payments and at the same time provide reconciliation reports of COBRA enrollments and terminations.
- 2.8 County agrees to abide by all terms of Participating Provider agreements entered into with Contracting Providers.
- 2.9 County shall determine eligibility to enroll status of employees and obtain all pertinent information from employee required for enrollment. County shall provide to CONTRACTOR all information necessary to complete enrollment status.
- 2.9.1 County shall determine eligibility status for retirees. CONTRACTOR shall administer benefits for eligible retirees.
- 2.10 CONTRACTOR shall provide to County customized and routine reports as requested at no additional cost to County.
- 2.11 CONTRACTOR shall be responsible for monthly bank statement reconciliations. Copies of the reconciliation report and bank statement shall be submitted to the County on a monthly basis.
- 2.11.1 Monthly reconciliation report and bank statement copies shall be provided to the County within thirty (30) days after the statement end date.
- 2.12 Pursuant to California Health and Safety Code Section 1366.25, the following section is hereby incorporated into the Group Dental and Vision Care Plans, if and only to the extent Cal-COBRA applies to the parties of these Plans.
- 2.13 The California Continuation Benefits Replacement Act of 1997 (Cal-COBRA) requires health care

service plans providing contracted coverage to employers with 2 to 19 eligible employees to offer continuation coverage for purchase by qualified beneficiaries upon the occurrence of a qualifying event. CONTRACTOR and County are subject to the following obligations in connection with continuation of coverage:

2.13.1 County agrees to provide CONTRACTOR with notice of any employee who has had a qualifying event, within thirty-one (31) days of the qualifying event. A qualifying event means any of the following events that, but for the election of continuation of coverage provided hereunder, would result in a loss of coverage under the group benefit plan to a qualified beneficiary:

- The death of the covered employee.
- The termination or reduction of hours of the covered employee's employment, except that termination for gross misconduct does not constitute a qualifying event.
- The divorce or legal separation of the covered employee from the covered employee's spouse.
- The loss of dependent status by a dependent enrolled in the group benefit plan.
- With respect to dependent only, the covered employee's eligibility for coverage under Title XVIII of the United States Social Security Act (Medicare).

2.13.2 Within fourteen (14) days of receipt of the foregoing notice of a qualifying event from County, CONTRACTOR will send to the qualified beneficiary's last known address, as provided by the County, the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to formally elect continuation coverage.

2.13.3 CONTRACTOR agrees to notify qualified beneficiaries currently receiving continuation coverage, whose continuation coverage will terminate under one group benefit plan prior to the end of the period the qualified beneficiary would have remained covered under Cal-COBRA, as specified in Health and Safety Code Section 1366.27, a minimum of thirty (30) days prior to the termination, of the qualified beneficiary's ability to continue coverage under a new group benefit plan for the balance of the period the qualified beneficiary would have remained covered under the prior group benefit plan. CONTRACTOR agrees to provide qualified beneficiaries subject to this paragraph with the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to continue coverage. This information shall be sent to the qualified beneficiary's last known address, as provided by the plan currently providing continuation coverage to the qualified beneficiary.

### **3.0 TERM OF AGREEMENT**

3.1 The term of this AGREEMENT is from January 1, 2020 through and including December 31, 2024, with the option to extend this AGREEMENT for three (3) additional one (1)-year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.

3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the

extension, including any changes in rate and/or terms and conditions. Both parties shall agree upon rate extension(s) or changes in writing.

- 3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, with a thirty (30)-day written notice without cause, or immediately with cause.

#### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the payment provisions attached hereto as EXHIBIT B – COST SUMMARY.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of this AGREEMENT or renewal thereof.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

#### **5.0 INVOICES AND PURCHASE ORDERS**

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Human Resources Department at the following address:
- County of Monterey  
Human Resources Department  
Attn: Paulette Clark  
168 W. Alisal Street, 3rd Floor  
Salinas, CA 93901
- 5.2 CONTRACTOR shall reference “RFP 10719” on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later

than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoices. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

- 7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.
- 7.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 7.3.1 Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Products and Completed Operations, with a limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 7.3.2 Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  - 7.3.4 Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.
- 7.4 Other Insurance Requirements:
- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## 8.0 LIABILITY

- 8.1 CONTRACTOR arranges for the provision of dental care services and materials through agreements with MEMBER DOCTORS, who are independent contractors responsible for exercising independent judgment. CONTRACTOR does not directly furnish dental care services or supply materials. Under no circumstances shall CONTRACTOR or County be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing



services or supplying materials in connection with this Plan.

## 9.0 RECORDS AND CONFIDENTIALITY

- 9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 9.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 10.0 NON-DISCRIMINATION

- 10.1 During the performance of this AGREEMENT, CONTRACTOR and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.
- 10.2 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTS with subcontractors to perform work under this AGREEMENT.

## **11.0 INDEPENDENT CONTRACTOR**

- 11.1 In the performance of work, duties, and obligations under this AGREEMENT, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this AGREEMENT to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this AGREEMENT. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.
- 11.2 CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County. None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this AGREEMENT.
- 11.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

## **12.0 CONFLICT OF INTEREST**

- 12.1 CONTRACTOR covenants that it, its responsible officers, and its employees having major responsibilities for the performance of work under this AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this AGREEMENT.

## **13.0 COMPLIANCE WITH APPLICABLE LAWS**

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

#### **14.0 TIME OF ESSENCE**

- 14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

#### **15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH**

- 15.1 Assurance of Performance: If at any time, County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
- 15.2 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **16.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT-HIPAA COMPLIANCE**

- 16.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

## 17.0 NON-APPROPRIATIONS CLAUSE

17.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.

## 18.0 NOTICES

18.1 Notices required to be given to the respective parties under this AGREEMENT shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's contract administrators at the addresses listed below:

**FOR COUNTY:**

County of Monterey  
Attn: Jose L. Tapia  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
Phone: (831) 755-5268  
Email: [TapiaJL@co.monterey.ca.us](mailto:TapiaJL@co.monterey.ca.us)

**FOR CONTRACTOR:**

Pacific Health Alliance  
Attn: Alison Miller  
1525 Rollins Road, Suite B  
Burlingame, CA 94010  
Phone: (650) 375-5815  
Email: [AMiller@pacifichalthalliance.com](mailto:AMiller@pacifichalthalliance.com)

## 19.0 LEGAL DISPUTES

19.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

19.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

19.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

19.4 In the event of any conflict or inconsistency between the provisions of this AGREEMENT and the provisions of any exhibit or other attachment to this AGREEMENT, the provisions of this AGREEMENT shall prevail and control.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this AGREEMENT as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: [Signature]  
Contracts/Purchasing Officer

PACIFIC HEALTH ALLIANCE  
Contractor's Business Name\*

Date: 11-26-19

**Approved as to Form:**

By: [Signature]  
County Counsel

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Date: 13 November 2019

ROBERT MACKLER, EXEC VP  
Name and Title

Date: 10/31/19

**Approved as to Fiscal Provisions:**

By: [Signature]  
Auditor/Controller

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Date: 11-14-19

CFO  
Name and Title

**Approved as to Liability Provisions:**

By: \_\_\_\_\_  
Risk Management

Date: 10/31/19

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

County Board of Supervisor's Agreement Number: A-14565, approved on (date): 11/19/2019

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A – BENEFITS SUMMARY**

COUNTY OF MONTEREY DENTAL BENEFITS SUMMARY

- Calendar Year Max: \$2,000.00 per family member. *No waiting periods.*
- Calendar Year Deductible: \$50.00 per member / \$100.00 per family.

**Preventive Covered at 100%**

Exams	2 per calendar year
Prophylactic cleanings	2 cleanings per calendar year
Bitewings	2 sets per calendar year
FMX or Panoramic X-Ray	1 in 36 months
Fluoride	1 per year, <i>benefit only for 18 years of age and under</i>
Sealants (On non-carious permanent molars)	1 per year, <i>benefit only for 15 years of age and under</i>
Space Maintainers for missing primary teeth	1 per year, <i>benefit only for 16 years of age and under, Please indicate the space being maintained</i>

**Basic Covered at 80%**

Fillings	Composites or amalgams, posterior composites not reduced to amalgams
Oral Surgery	Includes local anesthesia (also general IV)
Periodontics	D4341 one time per quadrant every 12 months, <i>pocket markings must be sent</i>
Endodontics	Root Canals
Occlusal Guard	For Bruxism only, <i>excludes TMJ, must submit documentation and requires prior authorization</i>

**Major Covered at 50%**

Crowns	Replacements once every 5 years, <i>prior extractions not covered</i>
Bridges	
Dentures	
Posts	
Build-ups	
Inlays and Onlays	

## Orthodontia \$1,500 Lifetime Maximum

\$1,500 Lifetime Max  
(Payable at 50% up to maximum allowable)

\$1,500.00 per member, *no deductible, no age limit, pre-determination is needed*

**\*\*\*Services must be started while on the plan. Services started prior to joining the plan will NOT be covered.**

## Services NOT Covered

- Implants
- Athletic mouth guards
- Bleaching
- Cosmetic Dentistry
- Experimental Procedures
- Fractures or Dislocation of Jaw
- Orthodontic Services not prescribed and installed by a licensed Dentist
- Replacement of missing teeth (prior extractions)
- Alteration or extraction and replacement of sound teeth
- Services related to an occupational injury or sickness
- Services rendered in a hospital setting
- Services performed by a government agency
- Loss or theft of an appliance or prosthesis
- Temporomandibular Joint Syndrome treatment
- Any service not listed as specifically covered

### COVERED EXPENSES

Subject to the Alternate Benefits section set forth above, Covered Expenses are USUAL OR PREVAILING CHARGES by a dentist for necessary care of the teeth, gums, mouth or supporting structures of the teeth furnished to a family member while covered under the Plan's Dental Care Coverage. There are three types of Covered Expenses: Preventative Dental Expenses, Basic Dental Expenses and Major Dental Expenses. Not all expenses are covered. See - WHAT EXPENSES ARE NOT COVERED?

A Covered Expense will be deemed incurred as follows:

1. For full dentures or partial dentures: on the date the final impression is taken
2. For fixed bridges, crowns, inlays or onlays: on the date the teeth are first prepared
3. For root canal therapy: on the date the pulp chamber is first opened
4. For periodontal surgery: on the date the surgery is actually performed
5. For all other services: on the date the service is performed

A temporary dental service will be deemed an integral part of the final dental service rather than on a separate service.

### Preventive Dental Expenses

Preventive Dental Expenses are for the following services:

ROUTINE ORAL EXAMS – Charges for routine exams, including cleaning of teeth, but no more than two every calendar year.

**DIAGNOSTIC X-RAYS** – Charges for bitewing x-rays (but no more than four such x-rays, twice during any period of 12 consecutive months as part of routine oral exam), complete mouth survey or panoramic x-rays, (but no more than one during any period of 36 consecutive months) as part of a routine oral exam.

**SPACE MAINTAINERS** – Charges for space maintainers for missing primary teeth to a family member under age 16, but no more than one every calendar year.

**FLOURIDE TREATMENT** – Charges for topical application of sodium or stannous fluoride to a family member under age 18, but no more than one every calendar year.

**SEALANTS** – Charges for the application of sealants to a family member under age 15, but no more than once, per tooth, during any calendar year on non-carious permanent molars.

**Basic Dental Expenses**

Basic Dental Expenses are for the following services:

**ORAL SURGERY** – Charges for surgery performed on the gums and teeth. This includes removal of impacted or erupted teeth and preparation of the gums for dentures.

**X-RAYS** – Charges for any dental x-ray not provided about in Preventive Dental Expenses when needed in connection with the diagnostic or treatment of a specific condition.

**EXTRACTIONS** – Charges made for extractions, but not prior extractions.

**ANESTHESIA** – Charges for anesthesia administered in connection with covered dental services.

**PERIODONTICS** – Charges for treatment of periodontal and other disease of the gums and tissues of the mouth. Charges for periodontal scaling and root planing are limited to no more than one time per quadrant of the mouth in any period of 12 consecutive months. Periodontal maintenance is included with prophylaxis.

**ENDODONTICS** – Charges for root canal therapy.

**FILLINGS** – Charges for fillings, other than gold fillings. Posterior composites are not downgraded to amalgam.

**MEDICINE** – Charges for medicines and drugs administered by a dentist.

**PALLIATIVE TREATMENT** – Charges for palliative treatment (treatment to relieve pain) will be covered as a separate procedure only if no other service (except x-rays) is rendered during the visit.

**REPAIR WORK** – Charges for repair and re-cementing or crowns, inlays and fixed bridgework; or relining or re-basing of dentures more than six months after the installation of an initial or replacement denture, but no more than one relining or rebasing during any period of 24 consecutive months.

**NIGHTGUARDS** – Covered for Bruxism (grinding) only.



### **Major Dental Expenses**

Major Dental Expenses are for the following services:

RESTORATIONS – Charges for inlays, onlays, crowns and gold fillings.

BRIDGES AND DENTURES – Charges for initial installation of dentures or fixed bridgework or crowns if the existing denture, bridgework or crown was installed at least five years prior to its replacement and cannot be made serviceable or cannot be repaired. The replacement will not be covered if due to loss or theft.

Also, charges for replacement of existing dentures or fixed bridgework, or for the addition of teeth to existing dentures or fixed bridgework, if needed to replace at least one natural tooth extracted while the family member is covered under the Plan's Dental Care Coverage.

### **EXPENSES NOT COVERED**

The following charges are not covered or are covered only to the extent stated.

CHARGES FOR WHICH THE INSURED IS NOT RESPONSIBLE – This Plan only considers reimbursement of charges that are the responsibility of the insured to pay.

Benefits will not be paid for charges the insured has no responsibility to pay. This may occur as a result of recovery from a third party, from a dentist not billing (waiving) deductibles and co-insurance requirements of the Plan, etc.

**The Plan may require proof of payment for deductibles and co-insurance portions of the bill. Be sure to keep all cancelled checks or receipts of cash payments for at least one year in the event the administrator requires verification. Benefits may be reduced for any payment made by the Plan for which the insured was not financially responsible.**

OCCUPATIONAL INJURY – Charges due to an on the job injury. "On the job" means employment with any Employer or self-employment.

OCCUPATIONAL SICKNESS – Charges due to any sickness for which an insured person is entitled to benefits under a Worker's Compensation Act or similar act.

GOVERNMENT SERVICES – Charges for dental service furnished by or paid for by any government or government agency would not have been required to pay for the services in the absence of insurance for dental care.

COSMETIC DENTISTRY – Charges in connection with dental services primarily for the purpose of improving appearance. For example, the following are not covered:

- alteration or extraction and replacement of SOUND TEETH
- any treatment of the teeth to remove or lessen discoloration except in connection with endodontic treatment
- replacement of congenitally missing teeth
- all appliances and restorations for the purpose of splinting teeth, except A-splinting and provisional splinting in connection with periodontal treatment

TREATMENT STARTED BEFORE COVERAGE BEGINS – Charges for the following are not covered:

- dentures, if the impression for the dentures was taken before the date the family member's Dental Care coverage began
- crowns, inlays, bridges or gold restorations if preparation of the teeth was begun before the date the family member's Dental Care coverage began
- root canal therapy if pulp cap was opened before the date the family member's Dental Care coverage began

SERVICES BY A HOSPITAL – Charges for dental services furnished by a hospital.

EXPERIMENTAL PROCEDURES – Charges for procedures that do not have uniformed professional endorsement, or are experimental in nature. Charges for any related services furnished in connection with Experimental Procedures are also not covered.

FRACTURES – Charges for treatment of fractures or dislocation of jaw.

LOSS OR THEFT – Charges due to loss or theft of an appliance or prosthesis.

IMPLANTS – Charges for tooth implants and related services (including implant crowns) are not covered.

ATHLETIC MOUTH GUARDS – Charges for athletic mouth guards are not covered.

APPLIANCES – Charges for veneers are not covered except for those procedures that are not done solely for cosmetic purposes.

TEMPOROMANDIBULAR JOINT SYNDROME – Charges for, in connection with, treatment of temporomandibular joint syndrome.

ORTHODONTIA – Charges for orthodontic treatment and appliances.

OTHER COVERED EXPENSES – Charges for any dental services that are not Covered Expenses under any part of this Plan.

PRIOR EXTRACTIONS – Not covered.

**EXHIBIT B – COST SUMMARY**

The County agrees to the terms set forth in this AGREEMENT to pay CONTRACTOR the following fees:

DENTAL PLAN

**Claims Administration**

Effective January 1, 2020 - \$3.40 per reported enrolled employee (or retiree) per month.

All printing and postage fees. CONTRACTOR will provide written documentation.

**Dental Plan Network Access Fee – waived**

CONTRACTOR shall review and reprice dental claims for dental providers who are members of the PHA Preferred Dental Network. CONTRACTOR shall not receive any additional compensation for savings generated through the Preferred Dental Network.

A report will be provided by CONTRACTOR to County by the 20<sup>th</sup> day of each month providing a summary of claims, savings and adjustments resulting from this program for the preceding month.

**COBRA Administration**

Monthly administration fee of \$0.20 per active enrolled employee per month.

All printing and postage fees. CONTRACTOR will provide written documentation.