

DENTAL ADMINISTRATIVE SERVICES CONTRACT

This Contract is entered into between **Weber County Corporation** (Contractholder) and **Delta Dental Insurance Company** (hereinafter referred to as Delta Dental).

Whereas, Contractholder has adopted an employee dental benefit plan (the Plan, as defined below), which is set forth in the Employee Benefit Booklet, as shown in Section 7, mutually agreed upon by Contractholder and Delta Dental, and for which Contractholder retains all liabilities not otherwise identified in this Contract;

Whereas, Contractholder has requested Delta Dental to provide certain administrative services to the Plan and Delta Dental has agreed to provide such services in accordance with this Contract and, without assuming any liability of the Contractholder under the Plan not otherwise identified in this Contract;

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 Contract shall have the meaning given to them in the Plan attached hereto as shown in Section 7. In addition, the following terms shall have these meanings:

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

SECTION 2. DUTIES OF DELTA DENTAL

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

2.01 Claims Services

Delta Dental shall provide the following claim services:

- a) Evaluate and process claims presented for Benefits described in the employee dental benefit booklet or Contractholder's dental section of its summary plan description approved by Delta Dental and Contractholder. Claims shall be processed in accordance with Delta Dental's standard processing policies and the employee dental plan booklet as shown in Section 7 of this Contract or Contractholder's dental section of its summary plan description approved by Delta Dental. 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 twelve (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 twelve (12) months from such time (unless the claimant was legally incapacitated). All written proof of loss must be given to Delta Dental within twelve (12) months of the termination of the Contract.
- b) Predetermine the amount of Benefits payable under the Contract. Pre-Treatment Estimate will be valid for twelve (12) months 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 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 the Enrollee's community or residence. Such information and records will be kept confidential.
- d) Coordinate Benefit coverage when Benefits are being provided under two (2) or more group benefit plans or group health care programs as described in the Employee Benefit Booklet prepared by Delta Dental and approved by Contractholder or Contractholder's dental section of its summary plan description approved by Delta Dental.
- e) Delta Dental may suspend claims for Enrollees if it does not receive all amounts due, in the amount and manner required by Section 3 and Appendix A. Also, Delta Dental shall not pay claims for any person unless included on the monthly eligibility list when the dental services are performed. However, a child shall be covered if notice of birth and payment are received within 31 days after birth. All payments for services performed by a PPO or Premier Provider will be made directly to the Provider. All other payments will be payable to the Primary Enrollee, or to the estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release may be payable to an individual legally supporting the person.
- 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.
- i) Provide Contractholder with an annual projection of paid claims.
- j) Provide Contractholder with standard claim activity reports.

2.02 Employee Benefit Booklet

Delta Dental shall be responsible for drafting an Employee Benefit Booklet which summarizes the Benefits and to whom Benefits are payable. Delta Dental is also responsible for providing this booklet to the Contractholder in an electronic format.

The booklet is non-assignable and the Benefits are non-assignable with the exception of payment of a claim to a PPO or Premier Provider or as required by law. If any amendment to this Contract shall materially affect any Benefits described in such booklet, Delta Dental will issue new booklets and amendments showing the change.

2.03 Identification Card

Delta Dental will mail identification cards to all Primary Enrollees to their home address and will make identification cards available for Primary Enrollees to download from Delta Dental's website (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. Delta Dental shall provide Contractholder with an electronic version of the PPO Provider Directory.

- a) Contractholder understands and agrees that any agreement between Delta Dental and a Provider in a Delta Dental network is that of an independent contractor. Delta Dental shall not be responsible for any care rendered or not rendered by a Provider.
- b) Any information relating to PPO Providers and Premier Providers will be considered the sole property of Delta Dental and shall not be distributed to third parties or for any

purpose other than one which is reasonably necessary to carry out the terms of the Contract.

- c) Delta Dental does not guarantee the availability of any Provider nor is it required that dental services be provided by any specific Provider.

SECTION 3. DUTIES OF CONTRACTHOLDER

3.01 Eligibility

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

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

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

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

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

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

3.02 Audits

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

3.03 Printing and Distribution

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

Contractholder will make the Employee Benefit Booklet drafted by Delta Dental available to each Primary Enrollee via its internal computer network or through its website. Contractholder will neither change nor revise the Employee Benefit Booklet without the prior written approval of Delta Dental.

3.04 Electronic Transfer of Funds

Delta Dental will produce a summary of administrative fees, claims paid and other payments due to providers for services rendered, which may include, but are not limited to, any value-based care, pay for performance or other incentive payments to participating providers, for which Contractholder is responsible. Delta Dental will transmit the summary by notification to the Contractholder.

Contractholder will initiate a weekly Automatic Clearing House Credit to Delta Dental's account to reimburse Delta Dental for the payments in the summary within three (3) business days of receiving notification of the summary by Delta Dental.

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

SECTION 4. RELATIONSHIP OF THE PARTIES

- 4.01 Delta Dental and Contractholder are independent contractors for the purposes of this Contract.

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

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

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

4.04 **Impossibility of Performance and Force Majeure**
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 limited to acts of God or of a public enemy, government action, outbreak of disease, explosion, fires, unusually severe weather, or other events(s) outside of the reasonable control of a party. 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 within a reasonable time 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. Delta Dental will therefore provide written notice of such circumstance 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 Utah, 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") under common management and administration. It is expected that some services under this Contract (i.e., claims processing or call center support) may be performed by Enterprise companies which operate under strict confidentiality and/or business associate agreements and for which Delta Dental remains responsible.
 - 5.04 Delta Dental will not be responsible or liable for any incorrect, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.
 - 5.05 All formal notices required under the Contract must be in writing and sent by email, first-class United States Mail, overnight delivery service or personal delivery. Notice by first class United States Mail shall be effective forty-eight (48) hours after mailing.

Notice to Delta Dental shall be to:

Delta Dental Insurance Company
1130 Sanctuary Parkway
Alpharetta, GA 30009
Website Address: deltadentalins.com

Notice to Contractholder shall be to: Weber County Corporation
2380 Washington Blvd., Suite 340
Ogden, UT 84401

- 5.06 Both parties to the Contract agree to permit and encourage the professional relationship between Provider and patient to be maintained without interference.
- 5.07 The Contract may not be amended except where expressly stated herein or in writing by mutual consent of Delta Dental and Contractholder.
- 5.08 If any portion of the Contract or any amendment thereto shall be determined by a court or other competent authority to be illegal, void, or unenforceable, such determination shall not abrogate the Contract or any portion thereof other than such portion determined to be illegal, void, or unenforceable, and all other portions of the Contract shall remain in full force and effect.
- 5.09 Contractholder shall comply in all respects with applicable federal, state, and local laws and regulations relating to administrative simplification, security, and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplifications, security, or privacy laws or regulations.
- 5.10 Absent fraud, each statement made by the Contractholder or Enrollee is considered to be a representation and not a warranty.
- 5.11 The parties agree to maintain confidential information using the same degree of care (which will be no less than reasonable care) as each uses to protect its own confidential information of a similar nature and to use confidential information only for specified purposes. Confidential information includes any information which the owner deems confidential, whether marked as confidential or otherwise clearly identifiable as confidential and includes information not known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to the owner of the confidential information. Subject to the terms of the Business Associate Agreement agreed hereto, the recipient of confidential information will notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

SECTION 6. TERMINATION AND RENEWAL

- 6.01 The Term of the Contract shall be for the period set forth in Appendix A.

Delta Dental will notify the Contractholder in writing within 120 days prior to the end of each Contract Term of the renewal information.

- 6.02 The Contract may be terminated only for the following:

- a) By Delta Dental, upon Contractholder's failure (i) to furnish Delta Dental with a list of all Primary Enrollees and Dependent Enrollees as required under Section 3.01; (ii) to permit the inspection of records as called for under Section 3.02; or (iii) to pay all amounts due, in the amount and manner required by Section 3 and Appendix A.
- b) By either Contractholder or Delta Dental, upon expiration of a Contract Term, with no less than sixty (60) days' written notice.
- c) By Delta Dental, in the event that the number of Primary Enrollees reported by Contractholder to Delta Dental shall be less than the minimum number of Primary Enrollees (shown in Appendix A) in each of three (3) consecutive months, but only upon written notice, given not more than 15 days after receipt of the list of Primary Enrollees which indicates that such grounds for termination exist, effective as of the last day of the month in which notice of termination is given.
- d) By Delta Dental, in the event that the bank account for claim payment remains under funded as a result of insufficient funds for more than fifteen (15) days. The Contract shall terminate as of the last day of the month after the fifteen (15) days under funding has occurred.

- e) By Contractholder or Delta Dental, upon thirty (30) days' written notice from the terminating party, for reasons which include, but are not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Contract.
- 6.03 In the event of termination by Delta Dental, all Benefits shall terminate and Delta Dental shall be released from all further obligations of the Contract other than administration of the claims run-out period identified below, effective on the last day of the month for which written notice of termination is given. Contractholder shall remain liable for claims incurred, paid or otherwise discharged during the term of the Contract and during the twelve (12) month claims run-out period.
- 6.04 In the event of termination, Delta Dental shall be paid its compensation for services performed prior to the termination date, including all reimbursable expenses then due or incurred to the date of termination, within thirty (30) days following the date of termination. Delta Dental and the Contractholder understand and agree that at the expiration of this Contract or any extension thereto, the Contractholder shall not otherwise be further obligated to Delta Dental except for claims and other payments due to providers incurred, paid, or otherwise discharged during the term of the Contract and during the twelve (12) month claims run-out period.

SECTION 7. ATTACHMENTS

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

Appendix A Administrative Contract Variables

Appendix B Employee Benefit Booklet

SECTION 8. SIGNATURES

The terms of this Contract are agreed to by:

DELTA DENTAL INSURANCE COMPANY



Name of Officer: Michael G. Hankinson, Esq.

Title: President

Date: October 24, 2025

WEBER COUNTY CORPORATION

Name of Officer: _____

Title: _____

Date: _____