

(ATTACHMENT 5) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

OR: CR048948

PI: C029220

Vendor #: VD25357

**DELTA DENTAL OF WISCONSIN, INC.
A NOT-FOR-PROFIT SERVICE CORPORATION
CONTRACT TO PROVIDE DENTAL CARE BENEFITS**

**DELTA DENTAL PPO-EXCLUSIVE
Declarations**

The term of this Contract between **Milwaukee Public Schools** and **Delta Dental of Wisconsin, Inc.**, P.O. Box 828, Stevens Point, Wisconsin will be January 1, 2020 through December 31, 2021. This Contract will be automatically renewed, subject to the provisions of Article VIII. This Contract is issued in consideration of the Group's Application and advance payment of initial Premium.

Delta Dental and the above-named Group agree to the obligations and provisions of this Contract. The limit of Delta Dental's liability for Benefits is as stated in this Contract. Delta Dental's obligations are subject to all other terms and conditions of this Contract.

Claim settlement under this Contract is based upon a predetermined methodology, which may be less than the provider's billed charge.

DELTA DENTAL OF WISCONSIN, INC.

BY:



Douglas A. Ballweg
President & CEO

DATE: November 13, 2019

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1. CONTRACT NUMBER(S): 00420 - 00000

2. REQUIRED ENROLLMENT:

- (a) 95 % of all Eligible Employees must be enrolled.
95 % of all Eligible Employees with Dependents must be enrolled for dependent coverage.
- (b) The following percentage of the premium must be employer funded:
 - 95 % Single Coverage (employee, 1 Party)
 - 95 % Family Coverage (employee and spouse, 2 Party)
 - 95 % Family Coverage (employee and child(ren))
 - 95 % Family Coverage (full family, 3+ Party)
- (c) If enrollment drops below 10% of initial enrollment, Delta Dental reserves the right to review the Rates or to terminate coverage.
- (d) In addition to this Delta Dental plan, the following Delta Dental Benefit options and/or other dental plans will be offered to this Group's employees: Delta Dental #90114.
- (e) Changes in enrollment status will be considered during an Open Enrollment Period 30 days prior to the Contract renewal date, with changes becoming effective on the renewal date.

3. TERMS OF ELIGIBILITY:

- (a) Eligibility begins:
For eligible new employees, eligibility begins the first day after the waiting period.
- (b) For eligible new employees, the waiting period is 31 days.
- (c) For employees enrolling their Dependents:
Dependent children are eligible through the end of the month in which they attain age 26, regardless of student status, or if age 26 and beyond, to the date they lose eligibility due to the Dependent's inability to meet all of the requirements contained in Section 3.1 (b) of the Master Group Contract.
- (d) Part-time employees are not covered; minimum hours worked must average at least 30 per week.

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- 4. DEDUCTIBLE LIMITATIONS:** Delta Dental shall not be obligated to pay any Deductible indicated in the Declarations, in whole or in part, during the term of this Contract.

The Deductible for Dental Procedures provided by Delta Dental PPO Providers is \$25 per Subscriber and per Covered Dependent, per Benefit Accumulation Period.

The Deductible for Dental Procedures provided by Delta Dental Premier Providers is \$.00 per Subscriber and per Covered Dependent, per Benefit Accumulation Period.

The Deductible for Dental Procedures provided by Noncontracted Providers is \$.00 per Subscriber and per Covered Dependent, per Benefit Accumulation Period.

The separate orthodontic Deductible is \$750 per Covered Dependent, per lifetime. The separate orthodontic Deductible applies to all orthodontic benefits indicated in the Schedule of Benefits.

- 5. MAXIMUM CONTRACT BENEFITS PER PERSON:** The maximum total Benefit payable in any Benefit Accumulation Period is limited to the amount specified below.

The maximum total Benefit per Subscriber and per Covered Dependent, per Benefit Accumulation Period for Dental Procedures provided by Delta Dental PPO Providers is \$3,000 or \$.00 for Dental Procedures provided by Delta Dental Premier Providers, or \$.00 for Dental Procedures provided by Noncontracted Providers.

Benefit payments provided for evaluations, x-rays, prophylaxis, fluoride, space maintainers and sealants do not apply to the Maximum Benefit.

- 6. ORTHODONTIC MAXIMUM BENEFIT:** Delta Dental's obligation for orthodontic Benefits is limited to the Benefit Accumulation Period maximum specified in this Item of the Declarations.

The maximum Benefit Accumulation Period orthodontic Benefit is unlimited for Dental Procedures provided by Delta Dental PPO Providers for each Covered Dependent to age 19.

The maximum Benefit Accumulation Period orthodontic Benefit is \$.00 for Dental Procedures provided by Delta Dental Premier Providers for each Covered Dependent to age 19.

The maximum Benefit Accumulation Period orthodontic Benefit is \$.00 for Dental Procedures provided by Noncontracted Providers for each Covered Dependent to age 19.

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7. MONTHLY PREMIUM:

- Single Coverage (employee, 1 Party) - \$31.32
- Family Coverage (employee and spouse, 2 Party) - \$103.49
- Family Coverage (employee and child(ren)) - \$103.49
- Family Coverage (full family, 3+ Party) - \$103.49

8. SCHEDULE OF BENEFITS, LIMITATIONS AND COVERAGE PERCENTAGE:

This Contract provides the following Benefits subject to the Coverage percentage listed for each Benefit and subject to any applicable Deductible. The Coverage, Coinsurance percentages and application of deductible will apply only if the treating Provider is a Delta Dental PPO Provider at the time the Dental Procedure is completed.

For example, if the Coverage percentage shown is "80," that Benefit is 80% of the Maximum Plan Allowance, after satisfaction of any applicable Deductible. In the same example, the Coinsurance (the amount the patient must pay) would be the remaining 20%.

If the Coverage percentage shown is "0", that Benefit is not provided in the Group Contract.

The Benefit Accumulation Period begins on January 1, 2020, ends on December 31, 2020, and thereafter shall be the 12 month period beginning on January 1st.

The Benefits listed below are only covered if the Dental Services are performed by a Delta Dental PPO Provider.

Does Deductible Apply Yes/No	Coverage Percentage	Benefit
N	100	Evaluations two times per Benefit Accumulation Period.
N	100	Full mouth series x-rays at thirty six month intervals; either individual images, or panoramic image, including bitewings.
N	100	Bitewing x-rays two times per Benefit Accumulation Period (limited to a set of four images).

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Does Deductible Apply Yes/No	Coverage Percentage	Benefit
N	100	Prophylaxis (teeth cleaning) or periodontal maintenance procedure two times per Benefit Accumulation Period.
Y	100	Prophylaxis. Periodontal maintenance procedure.
N	100	Topical fluoride applications two times per Benefit Accumulation Period for Covered Dependent children up to age 19.
N	100	Space maintainers for retaining space when a posterior primary tooth is prematurely lost.
N	100	Emergency treatment to relieve pain.
N	100	Topical application of sealants for Covered Dependents up to age 19. Application is limited to the occlusal surface of bicuspids and molars which are free of decay and restorations. Benefits for sealants are limited to one application per tooth per lifetime.
Y	100	Amalgam (silver) restorations.
Y	100	Composite (tooth colored) restorations for all teeth.
Y	100	Prefabricated crowns – one per tooth at three year intervals.
Y	100	Endodontics including root canal treatment.
Y	100	Surgical endodontic treatment.
Y	100	Non-surgical periodontics, including procedures necessary for the treatment of diseases of the gums and bone supporting the teeth. Benefit is limited to once per quadrant at 24 month intervals.
Y	100	Surgical periodontic treatment; benefit is limited to once per quadrant at 36 month intervals.
Y	100	Non-surgical extractions.

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Does Deductible Apply Yes/No	Coverage Percentage	Benefit
Y	100	Oral surgery (cutting procedures) and surgical extractions including pre-operative and post-operative care.
Y	80	Crowns, inlays, or onlays are provided when teeth are broken down by dental decay or accidental injury and may no longer be restored adequately with a filling material. Coverage for the purpose of replacing a defective existing crown, inlay or onlay will be provided only after a five year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Contract. Porcelain veneers on crowns are Benefits on all teeth.

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Does Deductible Apply Yes/No	Coverage Percentage	Benefit
Y	80	<p>Prosthetics, including fixed bridgework, partial dentures, and complete dentures to replace missing permanent teeth. Coverage for the purpose of replacing a defective existing prosthetic will be provided only after a five year period from the date on which the defective item was last supplied, whether or not Delta Dental paid for the original Dental Procedure as a Benefit under this Contract.</p> <p>Porcelain veneers on crowns or pontics are Benefits on all teeth.</p> <p>Fixed bridges, partial/complete dentures are provided where chewing function is impaired due to missing teeth. A fixed bridge may be a Benefit if no more than two teeth are missing in the dental arch in which the bridge is proposed. Delta Dental will provide for replacement of missing teeth with the least elaborate procedure when three or more teeth are missing in the dental arch.</p> <p>Coverage for initial replacement of teeth is not limited to those lost while a Subscriber or Covered Dependent.</p>
Y	80	<p>Repairs and adjustments to prosthetic appliances. Denture relines or rebase is a Benefit at three year intervals.</p>

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Does Deductible Apply Yes/No	Coverage Percentage	Benefit
Y	50	<p>Orthodontic appliances, treatment and related services for orthodontic purposes including evaluation, x-rays, extractions, photographs, and study models, subject to the orthodontic maximum benefit.</p> <p>Repair or replacement of orthodontic appliances are not covered.</p> <p>Delta Dental calculates all orthodontic treatment schedules according to the following formula:</p> <ul style="list-style-type: none">- 25% of the total Maximum Plan Allowance (subject to the Coverage Percentage stated herein and any applicable Deductible) is considered the initial payment to be paid by Delta Dental, subject to the Coverage Percentage, any applicable Deductible and the orthodontic maximum Benefit stated herein.- The remainder of the Maximum Plan Allowance is divided by the months of treatment and the resulting amount is paid monthly by Delta Dental, subject to the Coverage Percentage, any applicable Deductible and the orthodontic maximum Benefit stated herein. <p>If orthodontic treatment is stopped for any reason before it is complete, Delta Dental will suspend all monthly payments.</p> <p>Coverage includes orthodontic treatment in progress. Treatment is in progress if an appliance or banding has been placed and the patient is receiving treatment by the attending orthodontist according to a current treatment plan. Liability for orthodontic treatment in progress shall extend only to the unearned portion of the treatment in progress (that portion occurring after enrollment) and Delta Dental shall be the sole determinant of this unearned amount eligible for coverage. However, there are no Benefits available for Dental Procedures, including orthodontic treatment in progress, after coverage terminates.</p>

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OPTIONAL PROCEDURES

Delta Dental will pay the applicable Maximum Plan Allowance for the least expensive Dental Procedure that is adequate to restore the tooth or dental arch to contour and function, but only if the more expensive Dental Procedure is a Benefit of this Contract. The Subscriber or Covered Dependent will be responsible for either the remainder of the Provider's fee if a more expensive covered Dental Procedure is selected or the entire fee if the more expensive Dental Procedure is not a Benefit. The Coinsurance and Deductible will apply regardless of which Dental Procedure is selected.

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POLICY ENDORSEMENT NO. 00420 00000 - 09042019

Endorsement to Declarations

This Endorsement is attached to and forms a part of the Master Group Contract to provide dental care Benefits between **Milwaukee Public Schools** and **Delta Dental of Wisconsin, Inc.** and supersedes any previous endorsement provided to you regarding Evidence-Based Integrated Care Plan, ("EBICP").

This Endorsement modifies the group dental Benefits afforded by your Master Group Contract and Declarations issued by Delta Dental of Wisconsin, Inc. and must be read in conjunction therewith. All terms and conditions of your Master Group Contract and Declarations remain in effect except as modified by this Endorsement. Please read this Endorsement carefully.

Please be advised that on January 1, 2020, the following Evidence-Based Integrated Care Plan ("EBICP") Benefits are provided under your Policy. To participate in EBICP, eligible dental plan enrollees or their Providers are required to set the appropriate health condition indicator online at deltadentalwi.com or a Delta Dental of Wisconsin representative will assist in setting the EBICP indicator by telephone. The EBICP Periodontal Disease health condition indicator will be automatically updated when non-surgical or surgical periodontal procedures are processed by Delta Dental of Wisconsin.

The EBICP Benefits are as follows:

Periodontal Disease

1. With an indicator of surgical or non-surgical treatment of **Periodontal Disease**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.
2. With an indicator of surgical or non-surgical treatment of **Periodontal Disease**, a participant is eligible for topical fluoride application beyond the age limitation of the Master Group Contract.

Diabetes

1. With an indicator of a **Diabetes** diagnosis, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.

Pregnancy

1. With an indicator of **Pregnancy**, a participant is eligible for one additional dental visit for adult prophylaxis or periodontal maintenance during the pregnancy.

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High Risk Cardiac Conditions

1. With an indicator for **High Risk Cardiac Conditions**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis. High risk cardiac condition indicators are:
 - History of infective endocarditis
 - Certain congenital heart defects (such as having one ventricle instead of the normal two)
 - Individuals with artificial heart valves
 - Heart valve defects caused by acquired conditions like rheumatic heart disease
 - Hyper tropic cardiomyopathy which causes abnormal thickening of the heart muscle
 - Individuals with pulmonary shunts or conduits
 - Mitral valve prolapse with regurgitation (blood leakage)

Suppressed Immune System Conditions

1. With an indicator for **Suppressed Immune System Conditions**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.
2. With an indicator of **Suppressed Immune System Conditions**, a participant is eligible for topical fluoride application beyond the age limitation of the Master Group Contract.

Kidney Failure or Dialysis Conditions

1. With an indicator for **Kidney Failure or Dialysis Conditions**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.

Cancer Related Chemotherapy and/or Radiation

1. With an indicator for **Cancer Related Chemotherapy and/or Radiation**, a participant is eligible for up to two additional dental visits in a Benefit year for periodontal maintenance or adult prophylaxis.
2. With an indicator of **Cancer Related Chemotherapy and/or Radiation**, a participant is eligible for topical fluoride application beyond the age limitation of the Master Group Contract.

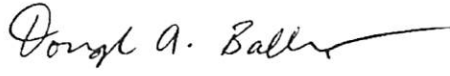
**THIS ENDORSEMENT IS PART OF THE MASTER GROUP CONTRACT AND DECLARATIONS REFERENCED
HEREIN AND SHOULD BE KEPT WITH THOSE DOCUMENTS.**

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Contract Requisition Number:
Contract Number:
Vendor Number:

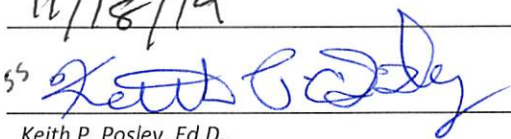
DELTA DENTAL OF WISCONSIN

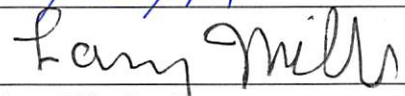
MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: 
Douglas A. Ballweg
President & CEO

By: 
Adria D. Maddaleni, J.D., Director
Procurement and Risk Management

Date: November 13, 2019
Delta Dental of Wisconsin, Inc.
P.O. Box 828
Stevens Point, WI 54481
(715) 344-6087

Date: 11/18/19
By: 
Keith P. Posley, Ed.D.,
Superintendent of Schools

Date: 11/26/19
By: 
Larry Miller, President
Milwaukee Board of School Directors

Date: 12-11-19

Reviewed by Risk Management:

By: ~~Douglas A. Ballweg~~

Date: ~~November 13, 2019~~