

Attachment C
Delta Dental of California (PPO) Contract

DELTA DENTAL OF CALIFORNIA

**(A Not-for-Profit Corporation Incorporated in California
and a Member of the Delta Dental Plans Association)**

**Home Office: 100 First Street, San Francisco, California 94105
(Herein referred to as "Delta Dental")
415-972-8300**

Group Number 04784

IN CONSIDERATION of the application made by COUNTY OF RIVERSIDE, referred to in this Contract as "the Contractholder," and IN CONSIDERATION of payments by the Contractholder as stated in Article 3, Delta Dental agrees to provide the Benefits in Article 4 for a period of three years, beginning at 12:01 a.m., Standard Time, on the Effective Date, January 1, 2014, and continue until December 31, 2016, unless this Contract is terminated in accordance with Article 9.

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

Appendix A Performance Guarantees
Appendix B Current Dental Terminology
Appendix C Orthodontic Benefit Rider

This Contract contains the following Articles:

Article 1 Definitions
Article 2 Eligibility
Article 3 Payments
Article 4 Benefits Provided; Limitations and Exclusions
Article 5 Deductibles & Maximum Amount
Article 6 Coordination of Benefits
Article 7 Conditions Under Which Delta Dental Will Provide Benefits
Article 8 Other Delta Dental Obligations
Article 9 Termination and Renewal
Article 10 Continued Coverage Option
Article 11 General Provisions
Article 12 Insurance and Indemnification

ARTICLE 1 - DEFINITIONS

These terms, when used in this Contract, mean the following:

- 1.1 **Administrator** - a third party entity designated by Delta Dental to perform administrative functions described throughout this Contract, including, but not limited to, the collection of premium and eligibility.
- 1.2 **Benefits** - those dental services that are available under the terms of this Contract as set out in Article 4.
- 1.3 **Contract or Agreement** - this agreement between Delta Dental and the Contractholder including the attached appendices. This Contract is the entire Contract between the parties.
- 1.4 **Contract Term** - the period beginning on the Effective Date, and ending on December 31, 2016, and each subsequent yearly period during which this Contract remains in effect.
- 1.5 **Delta Dental PPO^(SM) Dentist** - a Dentist with whom Delta Dental has a written agreement to provide services at the in-network level for Enrollees in this Delta Dental PPO Plan.
- 1.6 **Delta Dental PPO Dentist's Fee** - the fee that a Delta Dental PPO Dentist has contractually agreed with Delta Dental to accept for treating Enrollees under this plan, or the Fee Actually Charged, whichever is less, for a Single Procedure.
- 1.7 **Delta Dental Dentist** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.
- 1.8 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.
- 1.9 **Dependent** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.
- 1.10 **Eligibility Date** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract
- 1.11 **Enrollee** - a Primary Enrollee or a Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta Dental receives the appropriate monthly payment as set out in Article 3.
- 1.12 **Enrollee Copayment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.
- 1.13 **Fee Actually Charged** - the fee for a particular dental service or procedure which a Dentist submits to Delta Dental on a claim form, less any portion of such fee which is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.

- 1.14 **Participating Plan** - Delta Dental and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist it in administering the Benefits of this Contract.
- 1.15 **Patient Copayment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.
- 1.16 **Primary Enrollee** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.
- 1.17 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.
- 1.18 **Single Procedure** - a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Current Dental Terminology (CDT). Many CDT codes are listed in Appendix B of this Contract.

ARTICLE 2 - ELIGIBILITY

- 2.1 All employees are eligible to participate in the dental benefits program if you are a regular County employee scheduled to work at least 20 hours per week. Your bargaining unit determines which plan options are available to you and your dependents.

All future retirees are eligible to participate in the dental benefits program if you were enrolled in a dental plan at the time you retired and have continued your dental coverage without interruption as a retiree.

- 2.2 Primary Enrollees shall have the option to enroll for coverage under this dental care plan under the following conditions:

- (a) Primary Enrollees and Dependents may enroll only when first eligible or within 60 days and after receipt of proof of loss of other coverage under a group dental plan, or during an open enrollment period to be held not more than once annually.
- (b) An Enrollee agrees to remain enrolled for a minimum of 12 consecutive months. Enrollees who discontinue coverage may not re-enroll until the next open enrollment period unless a Qualifying Event occurs under the Contractholder's Section 125 plan document.
- (c) Once a Primary Enrollee elects to discontinue Dependent coverage, Dependents may not be re-enrolled under this plan, except as outlined, or unless the Dependent is the subject of a Qualified Medical Child Support Order requiring the Primary Enrollee to provide the Dependent Benefits under this plan.

- 2.3 Primary Enrollees may enroll their eligible dependents in their dental coverage. Eligible Dependents include:

- Legal spouse.
- Registered domestic partner, if you and your domestic partner meet all of the criteria listed below. A domestic partnership is defined as two people who both:

Are at least 18 years of age, unmarried, and not a blood relative close enough to bar marriage in the State of California;

Live in a mutually exclusive relationship in which you are jointly responsible for each other's welfare and financial obligations;

Live in the same principal residence and intend to do so indefinitely; and

Have registered with the State of California by completing a *Declaration of Domestic Partnership*, having both partners' signatures notarized and submitting the form (with the appropriate fee) to the Secretary of State.

Based on state law (AB26 and AB25), the following partners are eligible to register with the state:

Specified same-sex domestic partnerships between persons who are both at least 18 years of age.

Specified opposite-sex domestic partnerships in which one or both partners are age 62 or older.

Domestic partners are not eligible for COBRA coverage.

- Dependent child who is under age 26. Dependent children include the employee or their spouse/registered domestic partner's:

Natural child;

Stepchild;

Foster child who is placed with the employee by state authority;

Adopted child who is adopted by the Primary Enrollee or placed in your physical custody for adoption prior to age 18. "Placed for adoption" means that the employee has assumed a legal obligation for total or partial support of the child in anticipation of adopting the child. The child must be available for adoption and the legal process must have begun.

Child for whom the employee has legal custody or guardianship.

Child for whom the employee is required to provide coverage for due to a **qualified medical child support order** (QMCSO). A QMCSO includes a judgment, decree, or other order issued by a court of competent jurisdiction or through an administrative process established under state law. Coverage cannot be discontinued for any child who is enrolled to comply with a QMCSO unless you submit written evidence that the order is no longer in effect.

- Disabled child over age 26 (who, except for age, meets the above eligibility requirements), is incapable of self-support because of a mental or physical disability that existed before age 26 (and continuously since age 26). The child must be dependent on the Primary Enrollee or their spouse/registered domestic partner for support and claimed as their dependent for federal income tax purposes. Coverage for a disabled child may only be established when the Primary Enrollee first enrolls for benefits or as a continuation of coverage beyond age 26.

- 2.4 Every enrolled employee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta Dental will not provide Benefits for any employee or his or her Dependents unless (1) the employee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payments are made as required by Article 3 of this Contract, for the months in which Delta Dental provides covered dental services.
- 2.5 This Contract is made with the understanding that the Contractholder's Primary Enrollees have a choice between dental coverage under this Delta Dental plan and one or more alternate plans. Primary Enrollees may exercise that choice as follows:
- (a) All Primary Enrollees will have the option to enroll under the Delta Dental plan by submitting a benefits election form with the Contractholder.
 - (b) Except for new employees, online enrollment elections may be submitted with the Contractholder only during the annual open enrollment period during the scheduled period for an effective date of January 1.
 - (c) New employees may file a benefits election form within 60 days of employment which shall be effective until the next open enrollment period.
- 2.6 The Contractholder will compile and furnish Delta Dental with an initial report of all Primary Enrollees, showing their Enrollee ID numbers, their dates of hire and location codes. The initial report shall be provided to Delta Dental or prior to the Effective Date of this Contract. The Contractholder also agrees to report all persons electing continued coverage under Article 10. The Contractholder will send continued coverage notices, collect premium payments, enroll eligible COBRA participants and retirees online through the Delta Dental web portal.
- 2.7 The Contractholder may continue to submit subsequent eligibility reports monthly or may report only additions or deletions to the initial report. If the report is not updated by the Contractholder or has not arrived or been processed for the current month, Delta Dental will extend the last report received to process claims. The extension of the eligibility report does not waive the requirement that the Contract holder provide an updated report to Delta Dental each month indicating additions or deletions from any previous report. The Contractholder shall pay, as set forth in Article 3, all amounts applicable for Primary Enrollees reported in the updated report.
- 2.8 Enrollees are not eligible during a period the Primary Enrollee does not report to work on a regular basis and is not actively employed as determined by the Contractholder. Eligibility resumes on the first day of the month following the return to active employment if amounts due to Delta Dental for Enrollees have been paid. But, eligibility can continue without interruption if the Contractholder continues to report the employee as a Primary Enrollee and the amounts due to Delta Dental are paid on the employee's behalf.
- Coverage is reinstated on the day employment is resumed for Enrollees that are members of the National Guard or a military reserve unit absent from work due to active military duty.
- 2.9 A Primary Enrollee absent from work due to a leave of absence governed by the "Family and Medical Leave Act of 1993" (P.L. 103-3) will not be subject to Section 2.8.

- 2.10 A Primary Enrollee absent from work due to a leave of absence governed by the "Uniformed Services Employment and Re-employment Rights Act of 1994" (P.L. 103-353) will not be subject to Section 2.8. Such Primary Enrollee shall have the right to continue coverage for up to 24 months while he or she is on military leave. If the Primary Enrollee elects this continued coverage, he or she must submit the payments necessary to the Contractholder.
- 2.11 A Primary Enrollee's eligibility ends on the last day of the month in which his or her full-time employment ends, unless he or she chooses to continue coverage under Article 10. A Dependent's eligibility ends along with the Primary Enrollee's, or sooner if the Dependent loses his or her Dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

ARTICLE 3 – PAYMENTS

- 3.1 Delta Dental will transmit a weekly invoice summarizing claims paid and administration charges. The weekly invoice will be transmitted by electronic copy or via download on a secure site to the Contractholder's designated representative. Contractholder will initiate an electronic fund transfer for the invoiced amount to Delta Dental's account within ten business days of Delta Dental sending the weekly invoice.

The Contractholder agrees to pay Delta Dental an ASO fee of \$3.12 per Primary Enrollee per month to compensate Delta Dental for its administration of the dental plan. Contractholder will self bill at the end of each month and submit an electronic fund transfer to Delta Dental's designated account. The ASO fee of \$3.12 is guaranteed for three years.

- 3.2 The amount payable for each person electing continued coverage as provided in Article 10 for himself or herself will be the same as those for a single Primary Enrollee. The amounts payable for a person who also elects continued coverage for his or her Dependents will be the same as those for a Primary Enrollee with the same number of Dependents.
- 3.3 During a Contract Term, if any government agency imposes any new tax on Delta Dental based on the amount payable or the number of persons covered under this Contract, or if the rate of any existing tax on the amount payable or the number of persons covered under this Contract increases, the amount payable stated in this Article will increase by the amount of any such new or increased tax(es) provided that Delta Dental serves a 180 days written notice upon Contractholder and Contractholder approves such increased amount.
- 3.4 The Contractholder and Delta Dental agree that the administrative charge set out in this Contract are contingent upon the number of Primary Enrollees remaining constant during the Contract Term. If, during any three consecutive months, the number of Primary Enrollees drops below 80 percent of the total number of Primary Enrollees, as of January 1, 2014 or as of the commencement of the Contract Term, Delta Dental may propose to the Contractholder at renewal two or more alternative adjustments in rates, Benefits or co-payments necessary to correct Delta Dental's adverse experience caused by such reduction in size. The Contractholder will then have 180 days prior to renewal to either select one of said alternatives by written notice to Delta Dental or terminate the Contract by providing 30 days written notice to Delta Dental.

ARTICLE 4 - BENEFITS PROVIDED; LIMITATIONS AND EXCLUSIONS

4.1 Subject to the limitations and exclusions set forth below, the following services are Benefits when they are provided by a Dentist and when they are necessary and customary as determined by the standards of generally accepted dental practice.

4.2 **DIAGNOSTIC AND PREVENTIVE BENEFITS.** Delta Dental agrees to pay 100% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the following Diagnostic and Preventive Benefits provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 100% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Diagnostic and Preventive Benefits provided by a Delta Dentist or a non-Delta Dentist

Diagnostic- oral examinations (including
initial examinations,
periodic examinations and
emergency examinations)
x-rays
diagnostic casts
examination of biopsied tissue
palliative (emergency) treatment of dental pain
specialist consultation

Preventive- prophylaxis (cleaning)
topical application of fluoride solution
space maintainers

Sealants- topically applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay

Note on additional Benefits during pregnancy - When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each calendar year while the Enrollee is covered under this Contract include: one additional oral exam and either one additional routine cleaning or one additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.

4.3 **BASIC BENEFITS.** Delta Dental agrees to pay 80% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the following Basic Benefits provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 50% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Basic Benefits provided by a Delta Dental Dentist or a non-Delta Dentist:

Oral Surgery- extractions and certain other surgical procedures, including pre- and post-operative care

Restorative- amalgam, silicate or composite (resin) restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)

Endodontic- treatment of the tooth pulp

Periodontic- treatment of gums and bones supporting teeth

Adjunctive

General

Services- general anesthesia; I.V. sedation; office visit for observation; office visit after regularly scheduled hours; therapeutic drug injection; treatment of post-surgical complications (unusual circumstances); occlusal adjustment, limited

- 4.4 CROWNS, INLAYS, ONLAYS AND CAST RESTORATIONS BENEFITS. Delta Dental agrees to pay 60% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Crowns, Inlays, Onlays and Cast Restorations Benefits, the treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, silicate or direct composite (resin) restorations, when provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 50% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for Crowns, Jackets, Inlays and Cast Restorations Benefits when provided by a Delta Dental Dentist or a non-Delta Dentist.
- 4.5 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay 60% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the construction or repair of fixed bridges, partial or complete dentures to replace missing natural teeth; when provided by a Delta Dental PPO Dentist. Delta Dental agrees to pay 50% of the lesser of the Delta Dental PPO Dentist's Fee or of the Fee Actually Charged for the construction or repair of fixed bridges, partial or complete dentures to replace missing natural teeth; when provided by a Delta Dental Dentist or a non-Delta Dentist.
- 4.6 ORTHODONTIC BENEFITS. Delta Dental will provide Orthodontic Benefits in accordance with the Orthodontic Benefit Rider attached hereto as Appendix C.
- 4.7 LIMITATIONS:
- (a) An oral examination, including office visits for observation and specialist consultations, or combination thereof, is a Benefit twice each calendar year while enrolled under any Delta Dental plan. See Note on additional Benefits during pregnancy.
 - (b) Delta Dental pays for full-mouth x-rays only after five years have elapsed since any prior set of full-mouth x-rays was provided under any Delta Dental plan.

Delta Dental pays for a panoramic x-ray provided as an individual service only after five years have elapsed since any prior panoramic x-ray was provided under any Delta Dental plan.
 - (c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in any calendar year for children to age 18, or once in any calendar year for adults ages 18 and over, while the patient is an Enrollee under any Delta Dental plan.
 - (d) Diagnostic casts are a Benefit only when made in connection with subsequent orthodontic treatment covered under this plan.

- (e) A prophylaxis (cleaning) or Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan. See Note on additional Benefits during pregnancy.

Routine prophylaxes are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Basic Benefit.

- (f) Periodontal scaling and root planing is a Benefit once for each quadrant each 24-month period. See note on additional Benefits during pregnancy.
- (g) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan.
- (h) Sealant Benefits include the application of sealants only to permanent first molars through age eight and second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within two years of its application.
- (i) Direct composite (resin) restorations are Benefits on anterior teeth and the facial surface of bicuspid. Any other posterior direct composite (resin) restorations are optional services and Delta Dental's payment is limited to the cost of the equivalent amalgam restorations.
- (j) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while enrolled under any Delta Dental plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
- (k) Prosthodontic appliances that were provided under any Delta Dental plan will be replaced only after five years have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing fixed bridge, partial denture or complete denture cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory.
- (l) Delta Dental will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.

- (m) Implants (materials implanted into or on bone or soft tissue), or their removal, are not Benefits under this Contract. However, if implants are provided in association with a covered prosthodontic appliance, Delta Dental will allow the cost of a standard complete or partial denture toward the cost of the implant procedures and prosthodontic appliances. If Delta Dental makes an allowance toward the cost of such procedures, Delta Dental will not pay for any replacement placed within five years thereafter.
- (n) If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the Enrollee is responsible for the remainder of the Dentist's fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.

4.8 **EXCLUSIONS:** The following services are not Benefits:

- (a) Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws.
- (b) Services which are provided to the Enrollee by any, Federal or State Government Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except as provided in California Health and Safety Code Section 1373(a).
- (c) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper or lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth).
- (d) Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.
- (e) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.
- (f) Prescribed or applied therapeutic drugs, premedication or analgesia.
- (g) Experimental procedures.
- (h) All hospital costs and any additional fees charged by the Dentist for hospital treatment.
- (i) Charges for anesthesia, other than general anesthesia or I.V. sedation administered by a licensed Dentist in connection with covered Oral Surgery services and select Endodontic and Periodontic procedures.
- (j) Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).

- (k) Implants (materials implanted into or on bone or soft tissue) or the repair or removal of implants or any treatment in conjunction with implants, except as provided under Limitations.
 - (l) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.
 - (m) Replacement of existing restorations for any purposes other than active tooth decay.
 - (n) Occlusal guards and complete occlusal adjustment.
- 4.9 An agreement between the Contractholder and Delta Dental is required to change Benefits during a Contract Term.

ARTICLE 5 - DEDUCTIBLES & MAXIMUM AMOUNT

- 5.1 If services are provided by a Delta Dental PPO Dentist there are no deductible requirements.

If services are provided by a non-Delta Dental PPO Dentist:

Each Enrollee must satisfy the first \$50.00 ("deductible amount") of fees for services that are Benefits received by an Enrollee during the term of this Contract and otherwise covered by this Contract.

Such deductible amount will not exceed \$150.00 for all Enrollees in a single family, consisting of a Primary Enrollee and his or her Dependents, as defined.

Delta Dental will compute these fees based on the Dentist's Usual, Customary and Reasonable fees.

- 5.2 Such deductible amounts shall apply once each calendar year or portion thereof during which the patient is continuously eligible under the Contract

The deductible does not apply to Diagnostic and Preventive Benefits.

- 5.3 If services are provided by a Delta Dental PPO Dentist:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is \$1,500.

If services are provided by a non-Delta Dental PPO Dentist:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is \$1,200.

ARTICLE 6 - COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is "primary" under the rules described below, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (California Health and Safety Code 1374.19 (2007)).

6.2 If the other plan mainly covers services or expenses other than dental care, this plan is "primary." Otherwise, Delta Dental will use the following rules to determine which plan is "primary":

- (a) The plan that covers the person as other than a Dependent is primary over the plan that covers the person as a Dependent, with the following exception:

If the person is also a Medicare Beneficiary and Medicare is:

- (i) secondary to the plan covering the person as a Dependent; and
- (ii) primary to the plan covering the person as other than a Dependent (for example, a retired employee),

then the Benefits of the plan covering the person as a Dependent are determined before the Benefits of the plan covering the person as other than a Dependent.

- (b) The plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a Dependent child whose parents are separated or divorced as described in (c) below).

- (c) In the case of a Dependent child whose parents are legally separated or divorced:

(i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the parent without custody.

(ii) If the parent with custody has remarried, the plan which covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the step-parent, and the plan which covers the child as a Dependent of the step-parent is primary over the policy or plan which covers the child as a Dependent of the parent without custody.

(iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this plan, then notwithstanding (i) and (ii), the plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other plan which covers the child.

- 6.3 The Benefits of a plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other plan covering such person as an employee.
- 6.4 If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one plan, Benefits order shall be determined as follows:
- (a) The Benefits of the plan covering the person as an employee or Dependent shall be primary.
 - (b) The Benefits under continuation coverage shall be secondary.
- 6.5 If the primary plan cannot be determined by the rules described in this Article 6, the plan that has covered the person longer shall be primary.
- 6.6 An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dental Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

ARTICLE 7 - CONDITIONS UNDER WHICH DELTA DENTAL WILL PROVIDE BENEFITS

- 7.1 Benefits, unless otherwise provided in Article 4, are available from the Eligibility Date of an Enrollee.
- 7.2 An Enrollee may choose the services of any licensed Dentist, but neither Delta Dental nor the Contractholder guarantees the availability of any particular Dentist.
- 7.3 Before Delta Dental is obligated to approve and/or satisfy any claims under this Contract, Delta Dental is entitled to receive, to such extent as is lawful, such information and records relating to attendance to or examination of or treatment provided to an Enrollee from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, as may be required in the administration of such claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his or her community or residence. Delta Dental agrees in every case to hold such information and records as confidential.
- 7.4 The process Delta Dental uses to determine or deny payment for services are distributed to all Delta Dental Dentists. They describe in detail the dental procedures covered as Benefits, the conditions under which coverage is provided and the limitations and exclusions applicable to the plan. Claims are reviewed for eligibility and are paid according to these processing policies. Those claims that require additional review are evaluated by Delta Dental's Dentist consultants. If any claims are not covered or if limitations or exclusions apply to services the Enrollee has received from a Delta Dental Dentist, the Enrollee will be notified by an adjustment notice on the Notice of Payment or Action. The Enrollee may contact Delta Dental's Customer Service department for more information regarding Delta Dental's processing policies.
- 7.5 Second Opinions. Delta Dental reserves the right to obtain second opinions through regional consultant members of its quality review committee. This committee conducts clinical examinations, prepares objective reports of dental conditions, and evaluates treatment that is proposed or has been proposed.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a predetermination of treatment cost by a Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the regional consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a regional consultant Delta Dental will pay for all charges.

The Enrollee may otherwise obtain second opinions about treatment from any Dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

- 7.6 For services provided by a Dentist who is not a Delta Dental PPO Dentist, Delta Dental will pay the lesser of the Delta Dental PPO Dentist's Fee or the Fee Actually Charged that is entered on the claim reporting such services to Delta Dental, multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim from the Enrollee, Delta

Dental will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim, reduced by the portion discounted, waived, rebated or not collected, or (2) the Delta Dental PPO Dentist's Fee.

- 7.7 Delta Dental will pay a Delta Dental Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dental Dentists provide that, in the event Delta Dental fails to pay the Dentist, the Enrollee will not owe the Dentist for any sums owed by Delta Dental.
- 7.8 Delta Dental will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dental Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta Dental will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the State of California. In the event Delta Dental fails to pay the Dentist who has not contracted with Delta Dental as a Delta Dental Dentist, the Enrollee may be liable to the Dentist for the cost of the service.
- 7.9 Delta Dental is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dental Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta Dental, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.
- 7.10 Delta Dental, with the assistance of Participating Plans, will give each Delta Dental Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) must be submitted to Delta Dental.
- 7.11 If an Enrollee has any questions about the services received from a Delta Dental Dentist, Delta Dental recommends that he or she first discuss the matter with the Dentist. If he or she continues to have concerns, the Enrollee may call or write Delta Dental. Delta Dental will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between the Enrollee and the group. If an Enrollee has any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, he or she may call Delta Dental toll-free at 1-800-765-6003, contact Delta Dental on the Internet through the web site: www.deltadentalins.com or write Delta Dental at P. O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If an Enrollee's claim has been denied or modified, the Enrollee may file a request for review with Delta Dental within 180 days after receipt of the denial or modification. Delta Dental will treat the request for review as a grievance. If in writing, the correspondence must include the group name and number, the Primary Enrollee's name and Enrollee ID number, the inquirer's telephone number and any additional information that would support the claim for benefits. The correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, Delta Dental will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Delta Dental's review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of Delta Dental's regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Delta Dental's review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and Delta Dental will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, Delta Dental shall consult with a Dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

Delta Dental will provide the Enrollee a written acknowledgement within five calendar days of receipt of the request for review. Delta Dental will render a decision and respond to the Enrollee within 60 calendar days of receipt of the request for review. Delta Dental will respond, within 72 hours to grievances involving severe pain and imminent and serious threat to a Enrollee's health (urgent care grievance).

- 7.12 The Benefits that Delta Dental provides are limited to the applicable percentages of the Dentist's fees or allowances specified in Article 4. The Contractholder requires the Enrollee to pay the balance of any such fee or allowance, known as the "Enrollee Copayment," as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Dentist discounts, waives or rebates any portion of the Enrollee Copayment to the Enrollee, Delta Dental only provides as Benefits the Dentist's fees or allowances reduced by the amount that such fees or allowances are discounted, waived or rebated.

ARTICLE 8 - OTHER DELTA DENTAL OBLIGATIONS

- 8.1 Delta Dental shall encourage Delta Dental Dentists to submit a standardized claim form before providing service, showing the Enrollee's dental needs and the treatment necessary in the professional judgment of the Dentist.

Delta Dental shall predetermine, from the claim and other data, what would be payable by Delta Dental and an Enrollee for the proposed service under the terms of this plan as of the date of predetermination.

Such predetermination shall not constitute a guaranty or authorization of Benefits under this Contract, and any actual payment by Delta Dental will depend upon the Enrollee's eligibility and remaining annual maximum when completed services are reported to Delta Dental.

Delta Dental shall advise Delta Dental Dentists to notify the Enrollee of all information provided by Delta Dental in the predetermination.

- 8.2 A Dentist may file a statement before treatment, showing the services to be provided to an Enrollee. Delta Dental will predetermine the amount of Benefits payable under this Contract for the listed services. A predetermination will become invalid at the end of the Contract Term or the date the Enrollee's eligibility ends.
- 8.3 Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Delta Dental shall not be obligated to recover claims paid to a Dentist as a result of Contractholder's retroactive eligibility adjustments to eligibility reports. The Contractholder agrees to reimburse Delta Dental for any erroneous claims payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.
- 8.4 Delta Dental will provide professional review of the adequacy of service provided by Delta Dental Dentists.
- 8.5 Delta Dental, with the assistance of a Participating Plan, agrees to furnish to the Contractholder on the effective date, and at reasonable times thereafter, a directory of Delta Dental Dentists and Delta Dental PPO Dentists who have agreed to provide the services described in this Contract. It is understood that the Dentists listed in that directory may change from time to time and Delta Dental reserves the right to update the directory without prior notice to the Contractholder. However, Delta Dental agrees to give notice to the Contractholder within a reasonable time of any Delta Dentist's termination or breach of Contract, or inability to perform, which will materially and adversely affect the Contractholder. Current information concerning the Delta Dental Dentist status of any Dentist may be obtained by telephoning the Delta Dental Customer Service department at 1-800-765-6003. The Dentists providing or contracting to provide dental services under this Contract are solely responsible for those dental services, and in no case will Delta Dental or the Contractholder be liable for any act or omission by such Dentists, their agents or employees.

- 8.6 Delta Dental shall furnish the Contractholder weekly accountings showing the amount of Dentists' statements paid or discharged during the preceding week and the amount payable for administration (pursuant to paragraph 3.1 of the Contract). Delta Dental may render interim accountings at any time, if it has insufficient funds on hand to pay Dentists' statements and may suspend payments of such statements until the funds are received. Delta Dental shall in no event be obligated to pay for or provide Benefits except out of funds paid by the Contractholder.
- 8.7 Delta Dental shall return to the Contractholder after the end of the Contract Term monies remaining, if any, after payment or other discharge of current bills for services. For purposes of computations of amounts payable hereunder, amounts, if any, withheld from payments to Delta Dental Dentists by Delta Dental for its reserves, research or other purposes deemed proper by the governing board of Delta Dental will be deemed to have been paid to Delta Dental in discharge of claims of such Dentists.

ARTICLE 9 - TERMINATION AND RENEWAL

- 9.1 This Contract may be terminated for the following causes:
- (a) By Delta Dental, if the Contractholder fails (1) to give Delta Dental a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder's records as called for under Article 2, or (3) to pay the amounts charged in the manner required in Article 3, provided the Contractholder has been duly notified of such failure and at least 15 days have elapsed since the date of notification.
 - (b) By either the Contractholder or Delta Dental, upon expiration of a Contract Term.
 - (c) By Contractholder without cause upon 30 days written notice served upon Delta Dental stating the effective date of termination.
 - (d) By Contractholder, if Delta Dental: (1) fails to perform its obligations in accordance with this Contract; or (2) violates any federal, state and/or local laws and regulations applicable to this Contract, provided that Delta Dental has been duly notified of such failure or such violation and at least 15 days have elapsed since the date of notification.
- 9.2 If Delta Dental terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta Dental is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta Dental for the full amount of all dentist's Statement paid or otherwise discharged by Delta Dental pursuant to this Contract, including claims discharged by Delta Dental pursuant to this paragraph and any payments outstanding as provided in paragraph 3.1.
- 9.3 A party choosing to terminate this Contract at the end of a Contract Term must give at least 60 days written notice of termination to the other party. If Delta Dental wants to change the administration or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 180 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.
- 9.4 If the Contractholder notifies Delta Dental in writing of its intention to terminate this Contract as of any date other than the end of the Contract Term, such termination will be treated as termination under paragraph 9.1(c) and (d).
- 9.5 If this Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract.
- 9.6 All Benefits end for all Enrollees, when this Contract ends, and Delta Dental will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.

9.7 Delta Dental must notify the Contractholder in writing of any termination by Delta Dental under paragraph 9.1, and the Contractholder shall promptly mail a copy of such notice to each Primary Enrollee and provide Delta Dental with proof of mailing and the date thereof.

ARTICLE 10 - OPTIONAL CONTINUATION OF COVERAGE

10.1 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) and the California Continuation Benefits Replacement Act (or Cal-COBRA, pertaining to employers with two to 19 employees), both require that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." Enrollees may be entitled to continue coverage under this plan, *at the Qualified Beneficiary's expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event and whether the Enrollee is covered under federal COBRA or Cal-COBRA.

10.2 DEFINITIONS

The meaning of key terms used in this Article are shown below and apply to both federal and Cal-COBRA.

Qualified Beneficiary means:

1. Enrollees who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or
2. A child who is born to or placed for adoption with the Primary Enrollee during the period of continued coverage provided such child is enrolled within 30 days of birth or placement for adoption.

Qualifying Event means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

Event 1: The termination of employment (other than termination for gross misconduct), or the reduction in work hours, by the Primary Enrollee's employer;

Event 2: The death of the Primary Enrollee;

Event 3: Divorce or legal separation from the Primary Enrollee;

Event 4: A Dependent child ceasing to meet the description of Dependent child;

Event 5: As to Dependents only, a Primary Enrollee becoming entitled to Medicare.

10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence Qualifying Event 1.

This 18-month period can be extended for a total of 29 months, provided:

1. A determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and
2. Notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify the employer/administrator within 30 days of any such determination.

If, during the 18-month continuation period resulting from Qualifying Event 1, the Primary Enrollee's Dependents experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

The Primary Enrollee's Dependents may continue coverage for 36 months following the month in which Qualifying Events 2, 3, 4 or 5 occur.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their Dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's Dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

- 10.4 An enrollee who has exhausted continuation of coverage under federal COBRA may continue coverage for up to 36 months from the date the enrollee's continuation of coverage began, if the enrollee is entitled to less than 36 months of continuation of coverage under federal COBRA.

10.5 ELECTION OF CONTINUED COVERAGE

The Primary Enrollee's employer shall notify Delta Dental in writing within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer or the administrator in writing within 60 days of Qualifying Events 2, 3, 4 or 5, or within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer or the administrator will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer or the administrator written notice of the election to continue coverage. Failure to provide this written notice of election to the employer or the administrator within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial premium to his or her employer or the administrator, which includes the premium for each month since the loss of coverage. Failure to pay the required premium within the 45 days will result in loss of the right to continued coverage, and any premiums received after that date will be returned to the Qualified Beneficiary.

10.6 CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

10.7 TERMINATION OF COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occur:

1. The allowable number of consecutive months of continued coverage is reached;
2. Failure to pay the required Premium in a timely manner;
3. The employer ceases to provide any group dental plan to its employees;
4. The individual moves out of the plan's service area;
5. The individual first obtains coverage for dental benefits, after the date of the election of continued coverage, under another group health plan (as an employee or Dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such person, if that pre-existing condition is covered under this plan;
6. Entitlement to Medicare.

The employer or Primary Enrollee shall notify Delta Dental or the administrator within 30 days of the occurrence of any of the above events. Once continued coverage terminates, it cannot be reinstated.

10.8 TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person's ability to elect continuation

coverage under the employer's subsequent dental plan, if any. The employer must notify the successor plan of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage under that plan.

The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental program had such program with the former employer not terminated. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of premium to the new group benefit plan within 30 days of receiving notice of the termination of the Delta Dental program.

10.9 OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental program.

ARTICLE 11 - GENERAL PROVISIONS

- 11.1 No agent has authority to change this Contract or waive any of its provisions. This Contract may be modified by Applicant and Delta Dental pursuant to mutual written Amendments. Amendments shall require the approval of an officer of Delta Dental and evidenced by endorsements and the formal approval of the County Board of Supervisors or designee for Applicant to be effective.
- 11.2 The provisions of this Contract are severable. If any portion of this Contract or any Amendment of it is determined to be illegal, void or unenforceable by any arbitrator, court or other competent authority, all other provisions of this Contract will remain in effect.
- 11.3 The parties agree that the laws of the State of California, where the Contract was entered into and is to be performed, govern all questions regarding the interpretation or enforcement of this Contract. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1 of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by those laws bind Delta Dental whether or not stated in this Contract.
- 11.4 Delta Dental and the Contractholder agree to consult each other to the extent reasonably practical concerning all materials published or distributed relating to this Contract. Neither Delta Dental nor the Contractholder will publish or distribute materials that are contrary to the terms of this Contract.
- 11.5 Delta Dental and the Contractholder agree to permit and encourage the professional relationship between Dentist and Enrollee to be maintained without interference.
- 11.6 The Contractholder shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. The Contractholder may change its representative at any time on 30 days notice to Delta Dental. Any notice required from Delta Dental to any Enrollee may be given to the Contractholder's representative, who shall disseminate such notice to the Enrollee by the next regular communication but in no event later than 30 days after receipt thereof.
- 11.7 The parties shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. Both parties agree that this Contract may be amended as necessary to comply with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, or to comply with any other enacted administrative simplification, security or privacy laws or regulations.

11.8 Public Disclosures and Meetings

Contractholder is subject to applicable law on public disclosures and/or meetings, including California Public Records Act (Government Code section 6250 et seq.) and Brown Act (Government Code section 54940 et seq.). Notwithstanding any other provisions contained in this Contract, Delta Dental acknowledges and agrees: (i) any information, communications and documents given by or to the Contractholder and meetings involving the Contractholder may be subject to public disclosure by Contractholder pursuant to applicable law on public disclosures and/or meetings; (ii) Contractholder in its sole discretion will determine whether any information, communications and documents are subject to public disclosure under applicable law on public disclosures and/or meetings; and (iii) Contractholder will fully comply with the requirements of applicable law on public disclosures and/or meetings without the consent of Delta Dental.

11.9 Waiver of Default. The waiver by either party of any one or more defaults shall not be construed as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this Agreement.

11.10 Notices. Any notice required to be given under this Agreement shall be in writing and either delivered personally or by United States mail at the addresses set forth below or at such other addresses as the parties may hereafter designate:

If to the Contractholder:

**County of Riverside, Human Resources
P.O. Box 1569
Riverside, CA 92501
Attn: Benefits Manager**

If to Delta Dental:

**Delta Dental of California
100 First Street
San Francisco, CA 94105**

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

11.11 Venue. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

11.12 Government Claims Act. The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

11.13 Delta Dental Responsibility. Delta Dental shall maintain and provide adequate records and information as reasonably necessary to properly administer the Agreement consistent with state and federal law. Such records shall be retained by Delta Dental for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.

- 11.14 Independent Contractholder (Delta Dental). The relationship between Delta Dental and County is an independent contract relationship. Neither Delta Dental nor its employee(s) and/or agent(s) shall be considered to be an employee(s), and/or agent(s) of County. County nor any employee(s) and/or agent(s) of County shall be considered to be an employee(s) and/or agent(s) of Delta Dental. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.
- 11.15 Invalidity and Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.
- 11.16 Limitations of Severability. In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.
- 11.17 Time is of the Essence. Time shall be of the essence of each and every term, obligation, and condition of this Agreement.
- 11.18 Conflict of Interest. The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.
- 11.19 Assignment. Neither Party shall, without prior written consent of the other Party, assign any duties or rights under this Agreement. Any assignment in contravention of this paragraph shall constitute a material breach of this Agreement and shall be void.
- 11.20 Licenses. Delta Dental shall maintain any professional licenses required by the laws of the State of California at all times while performing services under this Agreement.
- 11.21 Provision of Information. Delta Dental shall provide County and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Delta Dental shall execute such additional verifications or documents as may be required by law or regulation.
- 11.22 Records open for Inspection. All books, records and papers of Delta Dental or subcontractor of Delta Dental relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the County, or state and/or federal regulators. Records shall include, without limitation, financial records pertaining to the cost of operations and income received for services rendered to Enrollees, subject to applicable state and federal law governing the confidentiality of medical records. Such records shall be made available at all reasonable times upon reasonable request by County. Delta Dental or Subcontractor of Delta Dental shall maintain its books and records in accordance with general standards for books and record keeping.

ARTICLE 12 - INSURANCE AND INDEMNIFICATION

Requirements of Delta Dental. Without limiting or diminishing Delta Dental's obligation to indemnify or hold the County harmless, Delta Dental shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

Workers' Compensation. If Delta Dental has employees as defined by the State of California, Delta Dental shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Delta Dental's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, Court and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability. If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Delta Dental shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, Court and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

Professional Liability Insurance. Delta Dental shall maintain Professional Liability Insurance providing coverage for Delta Dental's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Delta Dental's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Delta Dental shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Delta Dental has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2. Delta Dental's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Delta Dental's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Delta Dental shall cause Delta Dental's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Delta Dental shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5. The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Delta Dental has become inadequate.

6. Delta Dental shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8. Delta Dental agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Indemnification. Delta Dental shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts Court and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "County's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Delta Dental, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Delta Dental shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County's Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

**COUNTY OF RIVERSIDE
#04784**

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement for Services for the County of Riverside.

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

COUNTY OF RIVERSIDE:

By: _____
Deputy

By: _____
Chairman, Board of Supervisors

Date: _____

Date: _____

Approved as to form:

Pamela J. Walls
County Counsel

By:  _____
Deputy County Counsel

Delta Dental of California

By:  _____

Printed Name: Kevin Jackson

Title: Group VP, U & A

Date: 3/20/14

APPENDIX A PERFORMANCE GUARANTEES

Delta Dental agrees to provide the following levels of service in the performance of its obligations under this contract. Should any of the following service levels not be met, any payment due will be issued in the form of a check, based on the total administration at the end of each contract year.

Service Category	Expected Standards/Results	Percent of Administration at Risk*
Account Management	<p>The assigned Account Manager will partner with the client to meet the dental benefit objectives and work on the client's behalf to optimize service levels. Standards of service include:</p> <ul style="list-style-type: none"> a) Account Manager will provide comprehensive assistance for the client in support of top-tier customer service. (Client Satisfaction Survey item #7) b) Account Manager will provide timely response and follow-up on phone calls and e-mails from the client. (Client Satisfaction Survey item #8). c) Account Manager will meet with the client's benefit staff as needed to meet the client's objectives and oversee the annual open enrollment process, including participation in employee information meetings, if applicable. (Client Satisfaction Survey item #10). d) Account Manager will provide ongoing assistance with any issues escalated by designated benefits contacts. (Client Satisfaction Survey item #11). <p>The client will monitor and annually evaluate the Account Management performance and provide feedback via a Delta Dental Client Satisfaction Survey. Pertinent questions for this guarantee are in the Account Management section of the survey. Client satisfaction for each of the criteria above will be deemed as being met given a rating of Good, Very Good or Excellent.</p>	<p style="text-align: center;">0.5%</p> <p style="text-align: center;">0.5%</p> <p style="text-align: center;">0.5%</p> <p style="text-align: center;">0.5%</p>
Eligibility	<p>95% of electronic eligibility will be loaded within three (3) business days from receipt of data.</p> <p><i>Guarantee is contingent upon receipt of data in a mutually agreed upon format</i></p> <p>Measurement will be on a global basis and reported annually.</p>	<p style="text-align: center;">1%</p>

Service Category	Expected Standards/Results	Percent of Administration at Risk*
	<p>Eligibility updates will be completed on average within five (5) business days from receipt of data.</p> <p><i>Guarantee is contingent upon receipt of data in a mutually agreed upon format</i></p> <p>Measurement will be on a global basis and reported annually.</p>	1%
	<p>Eligibility updates will be guaranteed with 98% accuracy.</p> <p><i>Guarantee is contingent upon receipt of data in a mutually agreed upon format</i></p> <p>Measurement will be on a global basis and reported annually.</p>	1%
Claims Turnaround	<p>85% of claims received will be processed within 15 calendar days.</p> <p><i>Claims turnaround is measured from the date of the initial receipt of the claim with complete information to the date the claim is processed.</i></p> <p>Measurement will be on a global basis and reported annually.</p>	1%
Overall Claims Accuracy	<p>99% financial (dollar) accuracy.</p> <p><i>Financial (dollar) accuracy is calculated from a random sample and defined as the total dollar amount paid correctly in the sample divided by the total dollar amount that should have been paid in the sample.</i></p> <p>Measurement will be on a global basis and reported annually.</p>	1%
	<p>97% payment accuracy.</p> <p><i>Payment accuracy is calculated from a random sample and defined as the number of claims in the sample without payment errors divided by the total number of claims in the sample.</i></p> <p>Measurement will be on a global basis and reported annually.</p>	1%
	<p>95% processing accuracy.</p> <p><i>Processing accuracy is calculated from a random sample and defined as the number of claims in the sample without payment or nonpayment errors divided by the total number of claims in the sample.</i></p> <p>Measurement will be on a global basis and reported annually.</p>	1%
Customer Service	<p>85% of all customer calls to the Contact Center will be answered within 30 seconds.</p> <p>Measurement will be on a global basis and reported annually.</p>	1%

Service Category	Expected Standards/Results	Percent of Administration at Risk*
	90% of Customer Service phone inquiries will be resolved within one (1) business day. Measurement will be on a global basis and reported annually.	1%
	Written inquiries will be responded to on average within seven (7) calendar days of receipt. Measurement will be on a global basis and reported annually.	1%
	Call abandonment rate will be 5% or less. Measurement will be on a global basis and reported annually.	1%
Enrollee Satisfaction	85% of participants that respond to the Enrollee Satisfaction Survey will rate Delta Dental overall as Good, Very Good or Excellent. Overall customer satisfaction is measured by a survey distributed to a random sampling of enrollees. Measurement will be on a global basis and reported annually.	1%
Client Reporting	Client-specific reporting package as agreed upon will be provided within 60 days from the close of the established reporting period. <i>The standard reporting period will be on a semi-annual basis.</i> Measurement will be on a client-specific basis and reported annually.	1%
TOTAL ADMINISTRATION AT RISK		15%

Measurement of performance guarantees will not begin until the month after all aspects of the implementation process have been completed including:

- 1) a completed and signed client application,
- 2) furnishing of all eligibility specifications for reformatting (if reformatting is necessary),
- 3) providing a full file history tape prior to processing of claims (if history load is required).

*Excludes premium tax and commission. Delta Dental will not incur penalties for its failure to meet the terms of these guarantees if this failure is caused by fires, acts of public enemies, acts of God, civil disturbances, labor disputes, or by any similar act or event beyond the reasonable control of the client or Delta Dental

APPENDIX B

CODE ON DENTAL PROCEDURES AND NOMENCLATURE

NOTE: All the listed procedures may not be benefits under the terms of your contract. Refer to your contract for your specific benefits.

D0100 – D0999 DIAGNOSTIC

Clinical oral evaluations

D0120	Periodic oral evaluation – established patient
D0140	Limited oral evaluation – problem focused
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver
D0150	Comprehensive oral evaluation – new or established patient
D0160	Detailed and extensive oral evaluation – problem focused, by report
D0170	Re-evaluation – limited, problem focused (established patient; not post-operative visit)
D0180	Comprehensive periodontal evaluation – new or established patient
D0190	Screening of a patient
D0191	Assessment of a patient

Radiographs/diagnostic imaging (including interpretation)

D0210	Intraoral – complete series of radiographic images
D0220	Intraoral – periapical first radiographic image
D0230	Intraoral – periapical each additional radiographic image
D0240	Intraoral – occlusal radiographic image
D0250	Extraoral – first radiographic image
D0260	Extraoral – each additional radiographic image
D0270	Bitewing – single radiographic image
D0272	Bitewings – two radiographic images
D0273	Bitewings - three radiographic images
D0274	Bitewings – four radiographic images
D0277	Vertical bitewings – 7 to 8 radiographic images
D0290	Posterior – anterior or lateral skull and facial bone survey radiographic image
D0310	Sialography
D0320	Temporomandibular joint arthrogram, including injection
D0321	Other temporomandibular joint radiographic images, by report
D0322	Tomographic survey
D0330	Panoramic radiographic image
D0340	Cephalometric radiographic image
D0350	Oral/facial photographic images obtained intraorally or extraorally

Tests and examinations

D0415	Collection of microorganisms for culture and sensitivity
D0416	Viral culture
D0421	Genetic test for susceptibility to oral diseases
D0425	Caries susceptibility tests
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures
D0460	Pulp vitality tests
D0470	Diagnostic casts

Oral pathology laboratory

- D0472 Accession of tissue, gross examination, preparation and transmission of written report
- D0473 Accession of tissue, gross and microscopic examination, preparation and transmission of written report
- D0474 Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report
- D0475 Decalcification procedure
- D0476 Special stains for microorganisms
- D0477 Special stains, not for microorganisms
- D0478 Immunohistochemical stains
- D0479 Tissue in-situ hybridization, including interpretation
- D0480 Accession of exfoliative cytologic smears, microscopic examination, preparation and transmission of written report
- D0481 Electron microscopy - diagnostic
- D0482 Direct immunofluorescence
- D0483 Indirect immunofluorescence
- D0484 Consultation on slides prepared elsewhere
- D0485 Consultation, including preparation of slides from biopsy material supplied by referring source
- D0486 Accession of brush biopsy sample, microscopic examination, preparation and transmission of written report
- D0502 Other oral pathology procedures, by report
- D0999 Unspecified diagnostic procedure, by report

D1000 – D1999 PREVENTIVE

Dental prophylaxis

- D1110 Prophylaxis — adult
- D1120 Prophylaxis — *child through age 13*

Topical fluoride treatment (office procedure)

- D1206 Topical application of fluoride varnish
- D1208 Topical application of fluoride

Other preventive services

- D1310 Nutritional counseling for control of dental disease
- D1320 Tobacco counseling for the control and prevention of oral disease
- D1330 Oral hygiene instructions
- D1351 Sealant — per tooth
- D1352 Preventive resin restoration in a moderate to high caries risk patient — permanent tooth

Space maintenance (passive appliances)

- D1510 Space maintainer — fixed — unilateral
- D1515 Space maintainer — fixed — bilateral
- D1520 Space maintainer — removable — unilateral
- D1525 Space maintainer — removable — bilateral
- D1550 Recementation of space maintainer
- D1555 Removal of fixed space maintainer

D2000 – D2999 RESTORATIVE

Amalgam restorations (including polishing)

- D2140 Amalgam — one surface, primary or permanent
- D2150 Amalgam — two surfaces, primary or permanent

- D2160 Amalgam — three surfaces, primary or permanent
- D2161 Amalgam — four or more surfaces, primary or permanent

Resin-based composite restorations-direct

- D2330 Resin-based composite — one surface, anterior
- D2331 Resin-based composite — two surfaces, anterior
- D2332 Resin-based composite — three surfaces, anterior
- D2335 Resin-based composite — four or more surfaces or involving incisal angle (anterior)
- D2390 Resin-based composite crown, anterior
- D2391 Resin-based composite — one surface, posterior
- D2392 Resin-based composite — two surfaces, posterior
- D2393 Resin-based composite — three surfaces, posterior
- D2394 Resin-based composite — four or more surfaces, posterior

Gold foil restorations

- D2410 Gold foil — one surface
- D2420 Gold foil — two surfaces
- D2430 Gold foil — three surfaces

Inlay/onlay restorations

- D2510 Inlay — metallic — one surface
- D2520 Inlay — metallic — two surfaces
- D2530 Inlay — metallic — three or more surfaces
- D2542 Onlay — metallic — two surfaces
- D2543 Onlay — metallic — three surfaces
- D2544 Onlay — metallic — four or more surfaces
- D2610 Inlay — porcelain/ceramic — one surface
- D2620 Inlay — porcelain/ceramic — two surfaces
- D2630 Inlay — porcelain/ceramic — three or more surfaces
- D2642 Onlay — porcelain/ceramic — two surfaces
- D2643 Onlay — porcelain/ceramic — three surfaces
- D2644 Onlay — porcelain/ceramic — four or more surfaces
- D2650 Inlay — resin-based composite — one surface
- D2651 Inlay — resin-based composite — two surfaces
- D2652 Inlay — resin-based composite — three or more surfaces
- D2662 Onlay — resin-based composite — two surfaces
- D2663 Onlay — resin-based composite — three surfaces
- D2664 Onlay — resin-based composite — four or more surfaces

Crowns — single restorations only

- D2710 Crown — resin-based composite (indirect)
- D2712 Crown — 3/4 resin-based composite (indirect)
- D2720 Crown — resin with high noble metal
- D2721 Crown — resin with predominantly base metal
- D2722 Crown — resin with noble metal
- D2740 Crown — porcelain/ceramic substrate
- D2750 Crown — porcelain fused to high noble metal
- D2751 Crown — porcelain fused to predominantly base metal
- D2752 Crown — porcelain fused to noble metal
- D2780 Crown — 3/4 cast high noble metal
- D2781 Crown — 3/4 cast predominantly base metal
- D2782 Crown — 3/4 cast noble metal
- D2783 Crown — 3/4 porcelain/ceramic

D2790 Crown — full cast high noble metal
 D2791 Crown — full cast predominantly base metal
 D2792 Crown — full cast noble metal
 D2794 Crown — titanium
 D2799 Provisional crown- further treatment or completion of a diagnosis necessary prior to final impression

Other restorative services

D2910 Recement inlay, onlay, or partial coverage restoration
 D2915 Recement cast or prefabricated post and core
 D2920 Recement crown
 D2921 Reattachment of tooth fragment, incisal edge or cusp
 D2929 Prefabricated porcelain/ceramic crown — primary tooth
 D2930 Prefabricated stainless steel crown — primary tooth
 D2931 Prefabricated stainless steel crown — permanent tooth
 D2932 Prefabricated resin crown
 D2933 Prefabricated stainless steel crown with resin window
 D2934 Prefabricated esthetic coated stainless steel crown — primary tooth
 D2940 Sedative filling
 D2941 Interim therapeutic restoration — primary dentition
 D2950 Core buildup, including any pins when required
 D2951 Pin retention — per tooth, in addition to restoration
 D2952 Post and core in addition to crown, indirectly fabricated
 D2953 Each additional indirectly fabricated post — same tooth
 D2954 Prefabricated post and core in addition to crown
 D2955 Post removal
 D2957 Each additional prefabricated post — same tooth
 D2960 Labial veneer (resin laminate) — chairside
 D2961 Labial veneer (resin laminate) — laboratory
 D2962 Labial veneer (porcelain laminate) — laboratory
 D2970 Temporary crown (fractured tooth)
 D2971 Additional procedures to construct new crown under existing partial denture framework
 D2975 Coping
 D2980 Crown repair, necessitated by restorative material failure
 D2999 Unspecified restorative procedure, by report

D3000 – D3999 ENDODONTICS

Pulp capping

D3110 Pulp cap — direct (excluding final restoration)
 D3120 Pulp cap — indirect (excluding final restoration)

Pulpotomy

D3220 Therapeutic pulpotomy (excluding final restoration) — removal of pulp coronal to the dentinocemental junction and application of medicament
 D3221 Pulpal debridement, primary and permanent teeth
 D3222 Partial pulpotomy for apexogenesis-permanent tooth with incomplete root development
 D3230 Pulpal therapy (resorbable filling) — anterior, primary tooth (excluding final restoration)
 D3240 Pulpal therapy (resorbable filling) — posterior, primary tooth (excluding final restoration)

Endodontic therapy on primary teeth (including treatment plan, clinical procedures and follow-up care)

- D3310 Endodontic therapy, anterior tooth (excluding final restoration)
- D3320 Endodontic therapy, bicuspid tooth (excluding final restoration)
- D3330 Endodontic therapy, molar tooth (excluding final restoration)
- D3331 Treatment of root canal obstruction; non-surgical access
- D3332 Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth
- D3333 Internal root repair of perforation defects

Endodontic retreatment

- D3346 Retreatment of previous root canal therapy — anterior
- D3347 Retreatment of previous root canal therapy — bicuspid
- D3348 Retreatment of previous root canal therapy — molar

Apexification/recalcification procedures

- D3351 Apexification/recalcification — initial visit (apical closure/calific repair of perforations, root resorption, pulp space disinfection, etc.)
- D3352 Apexification/recalcification — interim medication replacement (apical closure/calific repair of perforations, root resorption, pulpal space disinfection, etc.)
- D3353 Apexification/recalcification — final visit (includes completed root canal therapy — apical closure/calific repair of perforations, root resorption, etc.)

Apicoectomy/periradicular services

- D3410 Apicoectomy — anterior
- D3421 Apicoectomy — bicuspid (first root)
- D3425 Apicoectomy — molar (first root)
- D3426 Apicoectomy (each additional root)
- D3427 Periapical surgery without apicoectomy
- D3430 Retrograde filling — per root
- D3450 Root amputation — per root
- D3460 Endodontic endosseous implant
- D3470 Intentional reimplantation (including necessary splinting)

Other endodontic procedures

- D3910 Surgical procedure for isolation of tooth with rubber dam
- D3920 Hemisection (including any root removal), not including root canal therapy
- D3950 Canal preparation and fitting of preformed dowel or post
- D3999 Unspecified endodontic procedure, by report

D4000 – D4999 PERIODONTICS

Surgical services (including usual post-operative care)

- D4210 Gingivectomy or gingivoplasty — four or more contiguous teeth or bounded teeth spaces per quadrant
- D4211 Gingivectomy or gingivoplasty — one to three contiguous teeth or bounded teeth spaces per quadrant
- D4212 Gingivectomy or gingivoplasty — to allow access for restorative procedure, per tooth
- D4230 Anatomical crown exposure — four or more contiguous teeth per quadrant
- D4231 Anatomical crown exposure — one to three teeth per quadrant
- D4240 Gingival flap procedure, including root planing — four or more contiguous teeth or bounded teeth spaces per quadrant
- D4241 Gingival flap procedure, including root planing — one to three contiguous teeth or bounded teeth spaces per quadrant

D4245	Apically positioned flap
D4249	Clinical crown lengthening — hard tissue
D4260	Osseous surgery (including flap entry and closure) — four or more contiguous teeth or bounded teeth spaces per quadrant
D4261	Osseous surgery (including flap entry and closure) — one to three contiguous teeth or bounded teeth spaces per quadrant
D4263	Bone replacement graft — first site in quadrant
D4264	Bone replacement graft — each additional site in quadrant
D4265	Biologic materials to aid in soft and osseous tissue regeneration
D4266	Guided tissue regeneration — resorbable barrier, per site
D4267	Guided tissue regeneration — nonresorbable barrier, per site (includes membrane removal)
D4268	Surgical revision procedure, per tooth
D4270	Pedicle soft tissue graft procedure
D4273	Subepithelial connective tissue graft procedures, per tooth
D4274	Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area)
D4275	Soft tissue allograft
D4276	Combined connective tissue and double pedicle graft, per tooth
D4277	Free soft tissue graft procedure (including donor site surgery), first tooth or edentulous tooth position in graft
D4278	Free soft tissue graft procedure (including donor site surgery), each additional contiguous tooth or edentulous tooth position in same graft site

Non-surgical periodontal service

D4320	Provisional splinting — intracoronal
D4321	Provisional splinting — extracoronal
D4341	Periodontal scaling and root planing — four or more teeth per quadrant
D4342	Periodontal scaling and root planing, — one to three teeth, per quadrant
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis
D4381	Localized delivery of antimicrobial agents via controlled release vehicle into diseased crevicular tissue, per tooth

Other periodontal services

D4910	Periodontal maintenance
D4920	Unscheduled dressing change (by someone other than treating dentist or their staff)
D4999	Unspecified periodontal procedure, by report

D5000 – D5899 PROSTHODONTICS (REMOVABLE)

Complete dentures (including routine post-delivery care)

D5110	Complete denture — maxillary
D5120	Complete denture — mandibular
D5130	Immediate denture — maxillary
D5140	Immediate denture — mandibular

Partial dentures (including routine post-delivery care)

D5211	Maxillary partial denture — resin base (including any conventional clasps, rests and teeth)
D5212	Mandibular partial denture — resin base (including any conventional clasps, rests and teeth)
D5213	Maxillary partial denture — cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)

- D5214 Mandibular partial denture — cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- D5225 Maxillary partial denture — flexible base (including any clasps, rests and teeth)
- D5226 Mandibular partial denture — flexible base (including any clasps, rests and teeth)
- D5281 Removable unilateral partial denture — one piece cast metal (including clasps and teeth)

Adjustments to dentures

- D5410 Adjust complete denture — maxillary
- D5411 Adjust complete denture — mandibular
- D5421 Adjust partial denture — maxillary
- D5422 Adjust partial denture — mandibular

Repairs to complete dentures

- D5510 Repair broken complete denture base
- D5520 Replace missing or broken teeth — complete denture (each tooth)

Repairs to partial dentures

- D5610 Repair resin denture base
- D5620 Repair cast framework
- D5630 Repair or replace broken clasp
- D5640 Replace broken teeth — per tooth
- D5650 Add tooth to existing partial denture
- D5660 Add clasp to existing partial denture
- D5670 Replace all teeth and acrylic on cast metal framework (maxillary)
- D5671 Replace all teeth and acrylic on cast metal framework (mandibular)

Denture rebase procedures

- D5710 Rebase complete maxillary denture
- D5711 Rebase complete mandibular denture
- D5720 Rebase maxillary partial denture
- D5721 Rebase mandibular partial denture

Denture reline procedures

- D5730 Reline complete maxillary denture (chairside)
- D5731 Reline complete mandibular denture (chairside)
- D5740 Reline maxillary partial denture (chairside)
- D5741 Reline mandibular partial denture (chairside)
- D5750 Reline complete maxillary denture (laboratory)
- D5751 Reline complete mandibular denture (laboratory)
- D5760 Reline maxillary partial denture (laboratory)
- D5761 Reline mandibular partial denture (laboratory)

Interim prosthesis

- D5810 Interim complete denture (maxillary)
- D5811 Interim complete denture (mandibular)
- D5820 Interim partial denture (maxillary)
- D5821 Interim partial denture (mandibular)

Other removable prosthetic services

- D5850 Tissue conditioning — maxillary
- D5851 Tissue conditioning — mandibular

- D5862 Precision attachment, by report
- D5863 Overdenture – complete maxillary
- D5864 Overdenture – partial maxillary
- D5865 Overdenture – complete mandibular
- D5866 Overdenture – partial mandibular
- D5867 Replacement of replaceable part of semi-precision or precision attachment (male or female component)
- D5875 Modification of removable prosthesis following implant surgery
- D5899 Unspecified removable prosthodontic procedure, by report

D5900 – D5999 MAXILLOFACIAL PROSTHETICS

- D5911 Facial moulage (sectional)
- D5912 Facial moulage (complete)
- D5913 Nasal prosthesis
- D5914 Auricular prosthesis
- D5915 Orbital prosthesis
- D5916 Ocular prosthesis
- D5919 Facial prosthesis
- D5922 Nasal septal prosthesis
- D5923 Ocular prosthesis, interim
- D5924 Cranial prosthesis
- D5925 Facial augmentation implant prosthesis
- D5926 Nasal prosthesis, replacement
- D5927 Auricular prosthesis, replacement
- D5928 Orbital prosthesis, replacement
- D5929 Facial prosthesis, replacement
- D5931 Obturator prosthesis, surgical
- D5932 Obturator prosthesis, definitive
- D5933 Obturator prosthesis, modification
- D5934 Mandibular resection prosthesis with guide flange
- D5935 Mandibular resection prosthesis without guide flange
- D5936 Obturator prosthesis, interim
- D5937 Trismus appliance (not for TMD treatment)
- D5951 Feeding aid
- D5952 Speech aid prosthesis, pediatric
- D5953 Speech aid prosthesis, adult
- D5954 Palatal augmentation prosthesis
- D5955 Palatal lift prosthesis, definitive
- D5958 Palatal lift prosthesis, interim
- D5959 Palatal lift prosthesis, modification
- D5960 Speech aid prosthesis, modification
- D5982 Surgical stent
- D5983 Radiation carrier
- D5984 Radiation shield
- D5985 Radiation cone locator
- D5986 Fluoride gel carrier
- D5987 Commissure splint
- D5988 Surgical splint
- D5999 Unspecified maxillofacial prosthesis, by report

D6000 – D6199 IMPLANT SERVICES

- D6010 Surgical placement of implant body: endosteal implant
- D6012 Surgical placement of interim implant body for transitional prosthesis: endosteal implant

- D6013 Surgical placement of mini implant
- D6040 Surgical placement: epostal implant
- D6050 Surgical placement: transosteal implant

Implant supported prosthetics

- D6053 Implant/abutment supported removable denture for completely edentulous arch
- D6054 Implant/abutment supported removable denture for partially edentulous arch
- D6055 Dental implant supported connecting bar
- D6056 Prefabricated abutment — includes modification and placement
- D6057 Custom fabricated abutment — includes placement
- D6058 Abutment supported porcelain/ceramic crown
- D6059 Abutment supported porcelain fused to metal crown (high noble metal)
- D6060 Abutment supported porcelain fused to metal crown (predominantly base metal)
- D6061 Abutment supported porcelain fused to metal crown (noble metal)
- D6062 Abutment supported cast metal crown (high noble metal)
- D6063 Abutment supported cast metal crown (predominantly base metal)
- D6064 Abutment supported cast metal crown (noble metal)
- D6065 Implant supported porcelain/ceramic crown
- D6066 Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)
- D6067 Implant supported metal crown (titanium, titanium alloy, high noble metal)
- D6068 Abutment supported retainer for porcelain/ceramic FPD
- D6069 Abutment supported retainer for porcelain fused to metal FPD (high noble metal)
- D6070 Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)
- D6071 Abutment supported retainer for porcelain fused to metal FPD (noble metal)
- D6072 Abutment supported retainer for cast metal FPD (high noble metal)
- D6073 Abutment supported retainer for cast metal FPD (predominantly base metal)
- D6074 Abutment supported retainer for cast metal FPD (noble metal)
- D6075 Implant supported retainer for ceramic FPD
- D6076 Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal)
- D6077 Implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal)
- D6078 Implant/abutment supported fixed denture for completely edentulous arch
- D6079 Implant/abutment supported fixed denture for partially edentulous arch

Other implant services

- D6080 Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis
- D6090 Repair implant supported prosthesis, by report
- D6091 Replacement of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment
- D6092 Recement implant/abutment supported crown
- D6094 Abutment supported crown — (titanium)
- D6095 Repair implant abutment, by report
- D6100 Implant removal, by report
- D6101 Debridement of a periimplant defect and surface cleaning of exposed implant surfaces, including flap entry and closure
- D6102 Debridement and osseous contouring of a periimplant defect; includes surface cleaning of exposed implant surfaces and flap entry and closure

D6190	Radiographic/surgical implant index, by Report
D6093	Recement implant/abutment supported fixed partial denture
D6194	Abutment supported retainer crown for FPD — (titanium)
D6199	Unspecified implant procedure, by report

D6200 – D6999 PROSTHODONTICS, FIXED

(Each retainer and each pontic constitutes a unit in a fixed partial denture)

Fixed partial denture pontics

D6205	Pontic — indirect resin based composite
D6210	Pontic — cast high noble metal
D6211	Pontic — cast predominantly base metal
D6212	Pontic — cast noble metal
D6214	Pontic — titanium
D6240	Pontic — porcelain fused to high noble metal
D6241	Pontic — porcelain fused to predominantly base metal
D6242	Pontic — porcelain fused to noble metal
D6245	Pontic — porcelain/ceramic
D6250	Pontic — resin with high noble metal
D6251	Pontic — resin with predominantly base metal
D6252	Pontic — resin with noble metal
D6253	Provisional pontic — further treatment or completion of a diagnosis necessary prior to impression

Fixed partial denture retainers — inlays/ onlays

D6545	Retainer — cast metal for resin bonded fixed prosthesis
D6548	Retainer — porcelain/ceramic for resin bonded fixed prosthesis
D6600	Inlay — porcelain/ceramic, two surfaces
D6601	Inlay — porcelain/ceramic, three or more surfaces
D6602	Inlay — cast high metal, two surfaces
D6603	Inlay — cast high metal, three or more surfaces
D6604	Inlay — cast predominantly base metal, two surfaces
D6605	Inlay — cast predominantly base metal, three or more surfaces
D6606	Inlay — cast noble metal, two surfaces
D6607	Inlay — cast noble metal, three or more surfaces
D6608	Onlay — porcelain/ceramic, two surfaces
D6609	Onlay — porcelain/ceramic, three or more surfaces
D6610	Onlay — cast high noble metal, two surfaces
D6611	Onlay — cast high noble metal, three or more surfaces
D6612	Onlay — cast predominantly base metal, two surfaces
D6613	Onlay — cast predominantly base metal, three or more surfaces
D6614	Onlay — cast noble metal, two surfaces
D6615	Onlay — cast noble metal, three or more surfaces
D6624	Inlay — titanium
D6634	Onlay — titanium

Fixed partial denture retainers — crowns

D6710	Crown — indirect resin based composite
D6720	Crown — resin with high noble metal
D6721	Crown — resin with predominantly base metal
D6722	Crown — resin with noble metal
D6740	Crown — porcelain/ceramic
D6750	Crown — porcelain fused to high noble metal
D6751	Crown — porcelain fused to predominantly base metal

D6752	Crown — porcelain fused to noble metal
D6780	Crown — 3/4 cast high noble metal
D6781	Crown — 3/4 cast predominantly base metal
D6782	Crown — 3/4 cast noble metal
D6783	Crown — 3/4 porcelain/ceramic
D6790	Crown — full cast high noble metal
D6791	Crown — full cast predominantly base metal
D6792	Crown — full cast noble metal
D6793	Provisional retainer crown — further treatment of completion or a diagnosis necessary prior to final impression
D6794	Crown — titanium

Other fixed partial denture services

D6920	Connector bar
D6930	Recement fixed partial denture
D6940	Stress breaker
D6950	Precision attachment
D6975	Coping
D6980	Fixed partial denture repair necessitated by restorative material
D6985	Pediatric partial denture, fixed
D6999	Unspecified, fixed prosthodontic procedure, by report

D7000 – D7999 ORAL AND MAXILLOFACIAL SURGERY

Extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

D7111	Extraction, coronal remnants — deciduous tooth
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)

Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated
D7220	Removal of impacted tooth — soft tissue
D7230	Removal of impacted tooth — partially bony
D7240	Removal of impacted tooth — completely bony
D7241	Removal of impacted tooth — completely bony, with unusual surgical complications
D7250	Surgical removal of residual tooth roots (cutting procedure)

Other surgical procedures

D7260	Oroantral fistula closure
D7261	Primary closure of a sinus perforation
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
D7272	Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)
D7280	Surgical access of an unerupted tooth
D7282	Mobilization of erupted or malpositioned tooth to aid eruption
D7283	Placement of device to facilitate eruption of impacted tooth
D7285	Biopsy of oral tissue — hard (bone, tooth)
D7286	Biopsy of oral tissue — soft
D7287	Exfoliative cytological sample collection
D7288	Brush biopsy — transepithelial sample collection
D7290	Surgical repositioning of teeth

- D7291 Transseptal fiberotomy/supra crestal fiberotomy, by report
- D7292 Surgical placement: temporary anchorage device [screw retained plate] requiring surgical flap
- D7293 Surgical placement: temporary anchorage device requiring surgical flap
- D7294 Surgical placement: temporary anchorage device without surgical flap

Alveoloplasty — surgical preparation of ridge for dentures

- D7310 Alveoloplasty in conjunction with extractions — four or more teeth or tooth spaces, per quadrant
- D7311 Alveoloplasty in conjunction with extractions — one to three teeth or tooth spaces, per quadrant
- D7320 Alveoloplasty not in conjunction with extractions — four or more teeth or tooth spaces, per quadrant
- D7321 Alveoloplasty not in conjunction with extractions — one to three teeth or tooth spaces, per quadrant

Vestibuloplasty

- D7340 Vestibuloplasty — ridge extension (secondary epithelialization)
- D7350 Vestibuloplasty — ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)

Surgical excision of soft tissue lesions

- D7410 Excision of benign lesion up to 1.25 cm
- D7411 Excision of benign lesion greater than 1.25 cm
- D7412 Excision of benign lesion, complicated
- D7413 Excision of malignant lesion up to 1.25 cm
- D7414 Excision of malignant lesion greater than 1.25 cm
- D7415 Excision of malignant lesion complicated
- D7465 Destruction of lesion(s) by physical or chemical method, by report

Surgical excision of intra-osseous lesions

- D7440 Excision of malignant tumor — lesion diameter up to 1.25 cm
- D7441 Excision of malignant tumor — lesion diameter greater than 1.25 cm
- D7450 Removal of benign odontogenic cyst or tumor — lesion diameter up to 1.25 cm
- D7451 Removal of benign odontogenic cyst or tumor — lesion diameter greater than 1.25 cm
- D7460 Removal of benign nonodontogenic cyst or tumor — lesion diameter up to 1.25 cm
- D7461 Removal of benign nonodontogenic cyst or tumor — lesion diameter greater than 1.25 cm

Excision of bone tissue

- D7471 Removal of lateral exostosis (maxilla or mandible)
- D7472 Removal of torus palatinus
- D7473 Removal of torus manibularis
- D7485 Surgical reduction of osseous tuberosity
- D7490 Radical resection of maxilla or mandible

Surgical incision

- D7510 Incision and drainage of abscess — intraoral soft tissue

- D7511 Incision and drainage of abscess — intraoral soft tissue — complicated (includes drainage of multiple fascial spaces)
- D7520 Incision and drainage of abscess — extraoral soft tissue
- D7521 Incision and drainage of abscess — extraoral soft tissue — complicated (includes drainage of multiple fascial spaces)
- D7530 Removal of foreign body from mucosa, skin or subcutaneous alveolar tissue
- D7540 Removal of reaction-producing foreign bodies, musculoskeletal system
- D7550 Partial ostectomy/sequestrectomy for removal of non-vital bone
- D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body

Treatment of fractures — simple

- D7610 Maxilla — open reduction (teeth immobilized, if present)
- D7620 Maxilla — closed reduction (teeth immobilized, if present)
- D7630 Mandible — open reduction (teeth immobilized, if present)
- D7640 Mandible — closed reduction (teeth immobilized, if present)
- D7650 Malar and/or zygomatic arch — open reduction
- D7660 Malar and/or zygomatic arch — closed reduction
- D7670 Alveolus — closed reduction, may include stabilization of teeth
- D7671 Alveolus — open reduction, may include stabilization of teeth
- D7680 Facial bones — complicated reduction with fixation and multiple surgical approaches

Treatment of fractures — compound

- D7710 Maxilla — open reduction
- D7720 Maxilla — closed reduction
- D7730 Mandible — open reduction
- D7740 Mandible — closed reduction
- D7750 Malar and/or zygomatic arch — open reduction
- D7760 Malar and/or zygomatic arch — closed reduction
- D7770 Alveolus — open reduction splinting stabilization of teeth
- D7771 Alveolus — closed reduction stabilization of teeth
- D7780 Facial bones — complicated reduction with fixation and multiple surgical approaches

Reduction of dislocation and management of other temporomandibular joint dysfunctions

- D7810 Open reduction of dislocation
- D7820 Closed reduction of dislocation
- D7830 Manipulation under anesthesia
- D7840 Condylectomy
- D7850 Surgical discectomy, with/without implant
- D7852 Disc repair
- D7854 Synovectomy
- D7856 Myotomy
- D7858 Joint reconstruction
- D7860 Arthrotomy
- D7865 Arthroplasty
- D7870 Arthrocentesis
- D7871 Non-arthroscopic lysis and lavage
- D7872 Arthroscopy — diagnosis, with or without biopsy
- D7873 Arthroscopy — surgical: lavage and lysis of adhesions
- D7874 Arthroscopy — surgical: disc repositioning and stabilization
- D7875 Arthroscopy — surgical: synovectomy
- D7876 Arthroscopy — surgical: discectomy.

D7877 Arthroscopy — surgical: debridement
D7880 Occlusal orthotic device, by report
D7899 Unspecified TMD therapy, by report

Repair of traumatic wounds

D7910 Suture of recent small wounds up to 5 cm

Complicated suturing (reconstruction requiring delicate handling of tissues and wide undermining for meticulous closure)

D7911 Complicated suture — up to 5 cm
D7912 Complicated suture — greater than 5 cm

Other repair procedures

D7920 Skin graft (identify defect covered, location and type of graft)
D7940 Osteoplasty — for orthognathic deformities
D7941 Osteotomy — mandibular rami
D7943 Osteotomy — mandibular rami with bone graft; includes obtaining the graft
D7944 Osteotomy — segmented or subapical
D7945 Osteotomy — body of mandible
D7946 LeFort I (maxilla — total)
D7947 LeFort I (maxilla — segmented)
D7948 LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) — without bone graft
D7949 LeFort II or LeFort III — with bone graft
D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report
D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach
D7952 Sinus augmentation via a vertical approach
D7953 Bone replacement graft for ridge preservation — per site
D7955 Repair of maxillofacial soft and/or hard tissue defect
D7960 Frenulectomy — also known as frenectomy or frenotomy — separate procedure not incidental to another procedure
D7963 Frenuloplasty
D7970 Excision of hyperplastic tissue — per arch
D7971 Excision of pericoronary gingiva
D7972 Surgical reduction of fibrous tuberosity
D7980 Sialolithotomy
D7981 Excision of salivary gland, by report
D7982 Sialodochoplasty
D7983 Closure of salivary fistula
D7990 Emergency tracheotomy
D7991 Coronoidectomy
D7995 Synthetic graft — mandible or facial bones, by report
D7996 Implant — mandible for augmentation purposes (excluding alveolar ridge), by report
D7997 Appliance removal (not by dentist who placed appliance), includes removal of archbar
D7998 Intraoral placement of a fixation device not in conjunction with a fracture
D7999 Unspecified oral surgery procedure, by report

D8000 – D8999 ORTHODONTICS

Limited orthodontic treatment

D8010 Limited orthodontic treatment of the primary dentition
D8020 Limited orthodontic treatment of the transitional dentition

D8030 Limited orthodontic treatment of the adolescent dentition
D8040 Limited orthodontic treatment of the adult dentition

Interceptive orthodontic treatment

D8050 Interceptive orthodontic treatment of the primary dentition
D8060 Interceptive orthodontic treatment of the transitional dentition

Comprehensive orthodontic treatment

D8070 Comprehensive orthodontic treatment of the transitional dentition
D8080 Comprehensive orthodontic treatment of the adolescent dentition
D8090 Comprehensive orthodontic treatment of the adult dentition

Minor treatment to control harmful habits

D8210 Removable appliance therapy
D8220 Fixed appliance therapy

Other orthodontic services

D8660 Pre-orthodontic treatment visit
D8670 Periodic orthodontic treatment visit (as part of contract)
D8680 Orthodontic retention (removal of appliances, construction and placement of retainer[s])
D8690 Orthodontic treatment (alternative billing to a contract fee)
D8691 Repair of orthodontic appliance
D8692 Replacement of lost or broken retainer
D8693 Rebonding or recementing of fixed retainers
D8694 Repair of fixed retainers, includes reattachment
D8999 Unspecified orthodontic procedure, by report

D9000 – D9999 ADJUNCTIVE GENERAL SERVICES

Unclassified treatment

D9110 Palliative (emergency) treatment of dental pain -- minor procedure
D9120 Fixed partial denture sectioning

Anesthesia

D9210 Local anesthesia not in conjunction with operative or surgical procedures
D9211 Regional block anesthesia
D9212 Trigeminal division block anesthesia
D9215 Local anesthesia
D9220 Deep sedation/general anesthesia — first 30 minutes
D9221 Deep sedation/general anesthesia — each additional 15 minutes
D9230 Analgesia, anxiolysis, inhalation of nitrous oxide
D9241 Intravenous conscious sedation/ analgesia — first 30 minutes
D9242 Intravenous conscious sedation/ analgesia — each additional 15 minutes
D9248 Non-intravenous conscious sedation

Professional consultation

D9310 Consultation (diagnostic service provided by dentist or physician other than requesting dentist or physician)

Professional visits

D9410 House/extended care facility call
D9420 Hospital call

- D9430 Office visit for observation (during regularly scheduled hours) — no other services performed
- D9440 Office visit — after regularly scheduled hours
- D9450 Case presentation, detailed and extensive treatment planning

Drugs

- D9610 Therapeutic parenteral drug, single administration
- D9612 Therapeutic parenteral drugs, two or more administrations, different medications
- D9630 Other drugs and/or medicaments, by report

Miscellaneous services

- D9910 Application of desensitizing medicament
- D9911 Application of desensitizing resin for cervical and/or root surface, per tooth
- D9920 Behavior management, by report
- D9930 Treatment of complications (post-surgical) — unusual circumstances, by report
- D9940 Occlusal guard, by report
- D9941 Fabrication of athletic mouthguard
- D9942 Repair and/or reline of occlusal guard
- D9950 Occlusion analysis — mounted case
- D9951 Occlusal adjustment — limited
- D9952 Occlusal adjustment — complete
- D9970 Enamel microabrasion
- D9971 Odontoplasty 1-2 teeth; includes removal of enamel projections
- D9972 External bleaching — per arch — performed in office
- D9973 External bleaching — per tooth
- D9974 Internal bleaching — per tooth
- D9999 Unspecified adjunctive procedure, by report

Note: This Appendix represents codes and nomenclature excerpted from the version of Current Dental Terminology (CDT) in effect at the date of this printing. CDT coding and nomenclature are the copyright of the American Dental Association, and have been accepted as the standard for data transmission purposes under federal Administrative Simplification regulations. For the purposes of this Appendix, Delta Dental's administration of Benefits, Limitations and Exclusions under this Contract will at all times be based on the then-current version of CDT whether or not a revised Appendix B is provided.

APPENDIX C

ORTHODONTIC BENEFIT RIDER

In consideration of the payments stated in Article 3 of the attached Contract, and subject to all of the terms and conditions thereof, except as herein otherwise specified, Delta Dental agrees to provide Orthodontic Benefits to eligible enrollees, as follows:

1. Orthodontics are the procedures performed by a licensed Dentist, involving surgical repositioning of the teeth or jaws in whole or in part and/or the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of mal-alignment of teeth and/or jaws which significantly interferes with their function.
2. Delta Dental will pay 50% of the lesser of the Delta Dental PPO Dentist's Fee or the Fee Actually Charged for Orthodontic Benefits when provided by a Delta Dental PPO Dentist. Delta Dental will pay 50% of the lesser of the Delta Dental PPO Dentist's Fees or the Fee Actually Charged for Orthodontic Benefits when provided by a Delta Dental Dentist or a non-Delta Dental dentist.
3. The lifetime maximum amount payable by Delta Dental for all Orthodontics whether paid for under the provisions of this Contract or under any prior dental care plan rendered to each Enrollee shall be \$1,500 for services provided by a Delta Dental PPO Dentist or \$1,200 for services provided by a non-Delta Dental PPO Dentist and the limitations on maximum amounts payable during a calendar year, if any, specified in the attached Contract, shall not apply to Orthodontics.

EXCLUSIONS AND LIMITATIONS: In addition to Exclusions and Limitations stated in Article 4 to the attached Contract, the following exclusions and limitations shall apply to Orthodontic Benefits:

- (a) The obligation of Delta Dental to make payments for an Orthodontic treatment plan begun prior to the Eligibility Date of the patient shall commence with the first payment due following the patient's Eligibility Date. The above-mentioned maximum amount payable will apply fully to this and subsequent payments.
- (b) The obligation of Delta Dental to make payments for Orthodontics shall terminate on the payment due next following the date the Dependent loses eligibility or the employee loses eligibility, or upon the termination of treatment for any reason prior to completion of the case, or upon termination of the Contract, whichever shall occur first.
- (c) Delta Dental will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this plan.
- (d) X-rays and extraction procedures incident to Orthodontics are not covered by Orthodontic Benefits, but may be covered under the provisions of the attached Contract, subject to all of the terms and provisions thereof.

- (e) Delta Dental will pay the applicable percentage of the Dentist's fee for a standard orthodontic treatment plan involving surgical and/or non-surgical procedures. If the Enrollee selects specialized orthodontic appliances or procedures, an allowance will be made for the cost of the standard orthodontic treatment plan and the patient is responsible for the remainder of the Dentist's fee.