

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 4784

IN CONSIDERATION of the application made by COUNTY OF RIVERSIDE, referred to in this Contract as "the Contractholder" or "County," 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, 2011, and continue until December 31, 2013, 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
- Appendix D HIPAA Business Associate Agreement
- Appendix E Cost Savings Guarantee

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, 2013, 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 Coverage for Enrollees will begin on the Effective Date.

2.3 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.

2.4 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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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 2.9.

- 2.11 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 2.9. 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.
- 2.12 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 \$3.00 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 \$3.00 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, 2011 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 an 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 County 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 the Assistant County Executive Officer/Human Resources Director 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 Contractor. The relationship between Delta Dental and County is an independent contractor 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
#4784**

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

By: 
Deputy

Date: FEB 15 2011

COUNTY OF RIVERSIDE:

By: 
Chairman, Board of Supervisors

Date: FEB 15 2011 **BOB BUSTER**

Approved as to form:

Pamela J. Walls
County Counsel

By: 
Deputy County Counsel

Delta Dental of California



By: _____

Printed Name: Kevin Jackson

Title: Group Vice President, Underwriting and Actuarial

Date: February 2, 2011

APPENDIX A PERFORMANCE GUARANTEES

Delta Dental agrees to provide the following levels of service in the performance of its obligations under this Contract to County of Riverside. Should the following levels of service not be met by Delta Dental, an adjustment on the total administration to Delta Dental will be made. Any payment at risk will be paid based on results and penalties at the end of each contract year and will be issued in the form of a check from Delta Dental.

Service Category	Expected Standards/Results	Percent of Administration at Risk*
Implementation <i>(First year only)</i>	Delta Dental will implement the client's dental benefit program in an efficient and timely manner, scheduling open enrollments or other subscriber informational meetings as needed, issuing Evidence of Coverage and ID cards (by request) and providing comprehensive eligibility reporting procedures. <i>Implementation will be measured on a client specific basis and reported at the end of the first year contract</i>	5%
Account Management	Delta Dental will assign an Account Manager to partner with the client to meet the client's dental benefit objectives, advise the client and work on the client's behalf to optimize Delta Dental's service. Standards of service include: <ul style="list-style-type: none"> a) Account Manager will provide comprehensive assistance for the client in support of Delta Dental's objective 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 and participation in employee informational meetings. (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). 	0.5% 0.5% 0.5% 0.5%
Account Management (contd.)	The client will monitor and annually evaluate Delta Dental's 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, as noted above. Client satisfaction for each of the criteria above will be deemed as being met given a rating of Good, Very Good, or Excellent.	

Service Category	Expected Standards/Results	Percent of Administration at Risk*
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 client specific basis and reported annually.</p>	1%
	<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 client specific 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>At least 85% of claims received by Delta Dental will be processed within 15 calendar days.</p> <p><i>Claims turnaround is measured from the date of the initial receipt of the payment 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>Financial (dollar) accuracy will be at least 99%.</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%
Overall Claims Accuracy (contd.)	<p>Payment accuracy will be at least 97%.</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%

Service Category	Expected Standards/Results	Percent of Administration at Risk*
	<p>Processing accuracy will be at least 95%.</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 Response Time	<p>85% of all customer calls to the Delta Dental Contact Center will be answered within 30 seconds.</p> <p>Measurement will be on a global basis and reported annually.</p>	1%
Customer Service Response	<p>90% of Customer Service phone inquiries will be resolved within one (1) business day.</p> <p>Measurement will be on a global basis and reported annually.</p>	1%
	<p>Delta Dental will respond to written inquiries in an average of seven (7) calendar days of receipt.</p> <p>Measurement will be on a global basis and reported annually.</p>	1%
	<p>Call abandonment rate will be 5% or less.</p> <p>Measurement will be on a global basis and reported annually</p>	1%
Enrollee Satisfaction	<p>85% of participants that respond to Delta Dental's 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 Delta Dental enrollees.</p> <p>Measurement will be on a global basis and reported annually</p>	1%
Client Reporting	<p>Client-specific Income Cost Experience and other reports as agreed upon will be provided within 60 days from the close of the established reporting period.</p> <p>Measurement will be on a client-specific basis and reported annually.</p>	1%
TOTAL ADMINISTRATION AT RISK		20%

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

Radiographs/diagnostic imaging (including interpretation)

D0210	Intraoral – complete series (including bitewings)
D0220	Intraoral – periapical first film
D0230	Intraoral – periapical each additional film
D0240	Intraoral – occlusal film
D0250	Extraoral – first film
D0260	Extraoral – each additional film
D0270	Bitewing – single film
D0272	Bitewings – two films
D0273	Bitewings - three films
D0274	Bitewings – four films
D0277	Vertical bitewings – 7 to 8 films
D0290	Posterior – anterior or lateral skull and facial bone survey film
D0310	Sialography
D0320	Temporomandibular joint arthrograph, including injection
D0321	Other temporomandibular joint films, by report
D0322	Tomographic survey
D0330	Panoramic film
D0340	Cephalometric film
D0350	Oral/facial photographic images
D0360	Cone beam ct – craniofacial data capture
D0362	Cone beam – two-dimensional image reconstruction using existing data, includes multiple images
D0363	Cone beam - three-dimensional image reconstruction using existing data, includes multiple images

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 — <i>child through age 13</i>

Topical fluoride treatment (office procedure)

D1203	Topical application of fluoride (prophylaxis not included) — <i>child through age 13</i>
D1204	Topical application of fluoride (prophylaxis not included) — adult
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients

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

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

Other restorative services

D2910 Recement inlay, onlay, or partial coverage restoration
D2915 Recement cast or prefabricated post
and core
D2920 Recement crown
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
D2950 Core buildup, including any pins
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 (not in conjunction with endodontic therapy)
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, by report
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

Endodontic therapy on primary teeth

- D3230 Pulpal therapy (resorbable filling) — anterior, primary tooth (excluding final restoration)
D3240 Pulpal therapy (resorbable filling) — posterior, primary tooth (excluding final restoration)

Endodontic therapy (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/calcific repair of perforations, root resorption, etc.)
D3352 Apexification/recalcification — interim medication replacement (apical closure/calcific repair of perforations, root resorption, etc.)
D3353 Apexification/recalcification — final visit (includes completed root canal therapy — apical closure/calcific repair of perforations, root resorption, etc.)

Apicoectomy/periradicular services

- D3410 Apicoectomy/periradicular surgery — anterior
D3421 Apicoectomy/periradicular surgery — bicuspid (first root)
D3425 Apicoectomy/periradicular surgery — molar (first root)
D3426 Apicoectomy/periradicular surgery (each additional root)
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
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
D4271	Free soft tissue graft procedure (including donor site surgery)
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

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 a controlled release vehicle into diseased crevicular tissue, per tooth, by report

Other periodontal services

D4910	Periodontal maintenance
D4920	Unscheduled dressing change (by someone other than treating dentist)
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
D5860	Overdenture — complete, by report
D5861	Overdenture — partial, by report
D5862	Precision attachment, by report
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
 D6040 Surgical placement: eposteal 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 placement
 D6057 Custom 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
 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

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
D6794 Crown — titanium

Other fixed partial denture services

D6920 Connector bar
D6930 Recement fixed partial denture
D6940 Stress breaker
D6950 Precision attachment
D6970 Post and core in addition to fixed partial denture retainer, indirectly fabricated
D6972 Prefabricated post and core in addition to fixed partial denture retainer
D6973 Core buildup for retainer, including any pins
D6975 Coping — metal
D6976 Each additional indirectly fabricated post — same tooth
D6977 Each additional prefabricated post — same tooth
D6980 Fixed partial denture repair, by report
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 elevation if mucoperiosteal flap and removal of bone and/or section of tooth
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 fibrotomy/supra crestal fibrotomy, 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

Alveoplasty — surgical preparation of ridge for dentures

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

D7953 Bone replacement graft for ridge preservation — per site

D7955 Repair of maxillofacial soft and/or hard tissue defect

D7960 Frenulectomy (frenectomy or frenotomy) — separate procedure

D7963 Frenuloplasty

D7970 Excision of hyperplastic tissue — per arch

D7971 Excision of pericoronal 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

D7997 Intraoral placement of a fixation device not in conjunction with a fracture

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; and/or repaired, as required, of fixed retainers
 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 relines 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
 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.

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- (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.

APPENDIX D
BUSINESS ASSOCIATE AGREEMENT

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and Delta Dental of California

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the County of Riverside ("County") and Delta Dental of California ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") 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, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing services on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402. For purposes of this definition, "compromises the security or privacy of PHI" means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:
 - (1) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (3) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Data aggregation" has meaning given such term in 45 CFR §164.501.
 - C. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - D. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - E. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - F. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - G. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

- H. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- I. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- J. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- K. "Required by law" has the meaning given such term in 45 CFR §164.103.
- L. "Secretary" means the Secretary of the Department of Health and Human Services ("HHS").
- M. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- N. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

- (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the requirements of 42 USC §17936;
 - (2) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - (3) Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
 - D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
 - E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.
5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware.
 - F. Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI and electronic health record.** Provide access to PHI in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524. If Contractor uses or maintains electronic health records, Contractor shall, at the request of County, provide electronic health records in electronic format to enable County to fulfill its obligations under 42 USC §17935(e).
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this section for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event Contractor needs to create, receive, or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §§164.314(a)(2)(i), and 164.306, Contractor shall:
- A. Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitations, each of the requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance by Contractor's workforce;
 - F. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable appropriate safeguards to protect it;
 - G. Report to County any security incident of which Contractor becomes aware; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

- (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §§ 164.404, 164.406 and 164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the non-breaching party may report the problem to the Secretary, and upon the non-breaching party's request, the breaching party at its own expense shall implement a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

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- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
 - C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
 - D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
 - E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
 - F. **Interpretation of Addendum.**
 - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
 - G. **Notices to County.** All notifications required to be given by Contractor pursuant to the terms of this Addendum shall be in writing and delivered to the County by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as County may hereafter designate. All notices provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

Name: County of Riverside
Attn: Benefits Manager
Address: 4080 Lemon St. 1st floor
Riverside, CA 92501

APPENDIX E COST SAVINGS GUARANTEE

Delta Dental PPO Dentists (using PPO Fee Allowances)

Delta Dental is confident that our preferred provider program will generate a savings in claims expenses for **County of Riverside**.

Delta Dental guarantees that the client's total savings for the first 12 months will be at least **33 percent** for services provided by PPO dentists that agreed to Delta Dental's PPO Fee Allowances. If the savings is less than this amount, Delta Dental will reduce the net self-funded administration charge utilizing the following formula: percentage of savings goal met equates the administration penalty noted below.

If the percentage of savings goal met is:	Then the self-funded administration penalty is:	And the refundable administration charge equates to:
		Dollar amount per primary enrollee per month*
100%	0.00% of \$3.00	\$0.00/EE
75%-99%	6.25% of \$3.00	\$0.19/EE
50%-74%	12.50% of \$3.00	\$0.37/EE
25%-49%	18.75% of \$3.00	\$0.56/EE
0%-24%	25.00% of \$3.00	\$0.75/EE

The client's savings will be measured and documented by Delta Dental based on claims paid during the first 12 months (**01/01/11 – 12/31/11**) of the contract. PPO percentage savings are to be measured on a composite basis using the difference of the average fee approved for PPO in-network services over the average submitted of non PPO services using the most common billed procedures.

PPO Savings Measurement Example

a) PPO Average Fee Approved (composite):	\$110.60
b) Non PPO Average Fee Submitted (composite):	\$140.00
c) PPO Savings: (a minus b)	\$ 29.40
d) Percentage savings is PPO Savings over Non-PPO Avg. Fee: (c / b = d)	21%

*Note: The average composite fees used in the example are estimated amounts and do not reflect **County of Riverside** actual claims.*

Based on the above example, PPO savings met is 64% (21% met out of 33% savings guaranteed). Delta Dental is penalized \$0.37 of the self-funded administration fee and refunds \$21,774 (\$ penalty x # of PEs x 12 months) to the client.

All amounts are determined prior to application of benefits such as copayments, maximums, coordination of benefits and limitations and exclusions.

Delta Dental Premier Dentists (Non-PPO)

Delta Dental is confident that our filed fee system and non-billable procedures will generate claim savings for **County of Riverside**, even for those who utilize non-PPO, Delta Dental Premier dentists.

Delta Dental guarantees that claims submitted by non-PPO Delta Dental Premier dentists will generate cost savings equivalent to **6 percent** of non-PPO claims paid during the first 12 months. If the savings is less than this amount, Delta Dental will reduce the self-funded administration charge utilizing the following formula: percentage of savings goal not met equals the administration penalty noted below.

If the percentage of savings goal met is:	Then the self-funded administration penalty is:	And the refundable administration charge equates to:
		Dollar amount per primary enrollee per month*
100%	0.00% of \$3.00	\$0.00/EE
75%-99%	6.25% of \$3.00	\$0.19/EE
50%-74%	12.50% of \$3.00	\$0.37/EE
25%-49%	18.75% of \$3.00	\$0.56/EE
0%-24%	25.00% of \$3.00	\$0.75/EE

The total savings will be measured and documented by Delta Dental based on claims paid during the first 12 months (**01/01/11 – 12/31/11**) of the contract. Savings are defined to be the amount of total claims submitted for payment by a non-PPO Delta Dental Premier dentist that are reduced according to Delta Dental's filed fees and non-billable procedures.

Claims Savings Measurement Example

Non PPO Delta Dental Premier Total Submitted Amount:	\$10,500,000
Non PPO Delta Dental Premier Total Approved Amount:	\$ 9,900,000
Premier Savings is the difference between Approved and Submitted Amount:	\$ 600,000
Non-PPO Total Claims Paid:	\$ 9,700,000
Savings amount over Non-PPO Total Claims Paid =	6.18% savings

*Note: The claim dollars used in the example are estimated amounts and do not reflect **County of Riverside** actual claims.*

Based on the above example, Delta Dental's Premier network generated a savings of 6.18% and meets the savings guarantee. Delta Dental is not penalized.

All amounts are determined prior to application of benefits such as copayments, maximums, coordination of benefits and limitations and exclusions.