

**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 05879**

IN CONSIDERATION of the application made by SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA), referred to in this Contract as "the Contractholder," on behalf of COUNTY OF FRESNO and IN CONSIDERATION of payment by the Contractholder of the Premiums as stated in Article 3, Delta Dental agrees to provide the Benefits in Article 4 for a period of one year, beginning at 12:01 a.m., Standard Time, on the Effective Dates indicated in Paragraph 1.4, and continuing from year to year thereafter, unless this Contract is terminated in accordance with Article 9. Premiums are payable by the Contractholder before the Effective Date, and thereafter as stated in Article 3.

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

Appendix A    Orthodontic Benefit Rider  
Appendix B    Current Dental Terminology

This Contract contains the following Articles:

Article 1        Definitions  
Article 2        Eligibility  
Article 3        Premium 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 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** - 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 the dates of each division as stated below and each subsequent yearly period during which this Contract remains in effect.
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| 05879-00001, 00003, 00005, 00006,<br>00007 and 00008 | December 12, 2012 through December 8, 2013 |
| 05879-00002  | January 1, 2013 through December 31, 2013  |
- 1.5 **Delta Dental PPO<sup>(SM)</sup> 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 PPO Dentist's Prevailing Fee** - the fee for a Single Procedure that satisfies the majority of Delta Dental PPO Dentists, as determined by Delta Dental based upon confidential fee listing accepted by Delta Dental from Delta Dental PPO Dentists.
- 1.8 **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.
- 1.9 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.
- 1.10 **Dependent** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.
- 1.11 **Eligibility Date** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract.
- 1.12 **Enrollee** - a Primary Enrollee or 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.
- 1.13 **Enrollee Co-payment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.

- 1.14 **Fee Actually Charged** - the fee for a particular dental service or procedure that a Dentist submits to Delta Dental on a claim form, less any portion of such fee that is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.
- 1.15 **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.
- 1.16 **Premiums** - the amounts payable by the Contractholder as provided in Article 3.
- 1.17 **Prevailing Fee** - an allowance determined by Delta Dental and/or a Participating Plan for services provided by a dentist who is not a Delta Dental Dentist.
- 1.18 **Primary Enrollee** - an individual, who by their association with the Contractholder, is eligible for Benefits under Article 2 of this Contract.
- 1.19 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.
- 1.20 **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.
- 1.21 For a Dentist who has signed a Delta Dental Dentist Agreement with Delta Dental of California, his or her "Usual, Customary and Reasonable Fee" for any Single Procedure is the fee that the Dentist has filed with Delta Dental and which Delta Dental has accepted. For these Dentists, the words "Usual, Customary and Reasonable" means the following:

**Usual** - the amount which a Dentist regularly charges and receives for a given service. If the Dentist charges more than one fee for a given service, the "usual" fee for that service is the lowest fee which the Dentist regularly charges or offers.

**Customary** - the fee is within the range of usual fees charged and received for a particular service by Dentists of similar training in the same geographic area which Delta Dental determines is statistically relevant.

**Reasonable** - a fee schedule is reasonable if it is "usual" and "customary." Additionally, a specific fee to a specific Enrollee is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty, of the case in question.

## **ARTICLE 2 - ELIGIBILITY**

- 2.1 All active employees are required to enroll in this plan and will become eligible to receive Benefits on the first day of pay period following their date of hire.

A surviving Dependent of a deceased Primary Enrollee is eligible for coverage in this plan provided they were enrolled in this plan prior to the Primary Enrollee's death.

Retirees are eligible for coverage in this plan.

- 2.2 The medical and dental coverage is combined. If the Primary Enrollee and/or Dependents are not enrolled under both plans, the Primary Enrollee and/or Dependents are not eligible for either plan.

2.3 Dependents are the Primary Enrollee's legal spouse or domestic partner and dependent children from birth to age 26. Children include natural children, stepchildren, children of a domestic partner, adopted children, children placed for adoption and foster children. The Dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired Dependents become eligible as soon as they acquire dependent status.

Domestic partners are defined as same sex partners, who are both at least 18 years of age and opposite sex partners when one or both partners are over the age of 62. Domestic partners may be required to provide the Contractholder with a copy of the Declaration of Domestic Partnership registered with the Secretary of State of the State of California.

Domestic partners of the opposite sex when both are under age 62 may not register a partnership with the Secretary of State.

A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this Contract. Domestic partners are eligible for continuation of coverage under COBRA.

2.4 A dependent child may continue eligibility if:

- a) He or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
- b) He or she is chiefly dependent on the eligible employee for support; and
- c) Proof of Dependent's disability is provided within 60 days of request. Such requests will not be made more than once a year following a two year period after this Dependent reaches the limiting age. Eligibility will continue as long as the Dependent relies on the eligible employee for support because of a physically or mentally disabling injury, illness or condition that began before he or she reached the limiting age.

2.5 Dependents in military service are not eligible.

2.6 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.

2.7 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 be enrolled under the Delta Dental plan unless they elect an alternate plan by filing a choice card with the Contractholder.
- (b) Except for new employees, choice cards may be filed with the Contractholder only during the annual open enrollment period.
- (c) New employees may file a choice card within 30 days of employment which shall be effective until the next open enrollment period.

- 2.8 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 division 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, showing their Enrollee ID numbers and date of election.
- 2.9 Contractholder shall submit subsequent eligibility reports on or before the fifteenth (15<sup>th</sup>) day of each month. Subsequent reports shall include the Primary Enrollees' eligibility date and the date the Primary Enrollee's coverage terminates, if applicable. Delta Dental shall not be obligated to pay claims for any Primary Enrollee or their Dependents who are not reported to Delta Dental as eligible on each month's eligibility report. The Contractholder shall pay, as set forth in Article 3, all Premiums applicable for Primary Enrollees reported in the monthly eligibility report.
- 2.10 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. 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. Any waiting period applied as a result of an Enrollee's absence from active employment due to service in the National Guard or military reserve unit shall be waived.

- 2.11 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 2.10.
- 2.12 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 2.10. 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 Premiums necessary to the Contractholder.
- 2.15 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.
- 2.16 The Contractholder agrees to permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractholder's records in order to verify the accuracy of lists of Primary Enrollees prepared by the Contractholder and submitted to Delta Dental and to verify the Contractholder's compliance with Article 3 of this Contract.

### ARTICLE 3 – PREMIUM PAYMENTS

3.1 By the tenth day of each month, the County of Fresno agrees to pay the following monthly Premiums to Delta Dental, at the address shown on the first page of this Contract, for all of the Contractholder's Primary Enrollees and their Dependents who are Enrollees as set forth in Article 2 of this Contract:

- \$ 51.47 for each Primary Enrollee without enrolled Dependents;
- \$ 82.08 for each Primary Enrollee with enrolled spouse;
- \$ 71.52 for each Primary Enrollee with enrolled Dependent child(ren); and,
- \$105.00 for each Primary Enrollee with enrolled spouse and enrolled dependent child(ren).

The Contractholder agrees to bear the cost of such Premiums without withholding or otherwise charging Primary Enrollees for their coverage and 65% to 95% of the cost of coverage for enrolled Dependents. Primary Enrollees agree to bear the remaining cost of coverage for their enrolled Dependents.

The Contractholder and County of Fresno agree to remit payments and eligibility as per their bi-weekly pay cycle.

Eligibility adjustments reported to Delta Dental after the 15th day of each month will be reflected on the subsequent month's eligibility report and premium payment. Such adjustments are limited to the three month period prior to the most current month for which the Contractholder provides eligibility data.

The Contractholder will remit payment based on their payroll records (i.e. "self pay") provided:

Contractholder payments agree with the eligibility reported for the billing period, and;

Contractholder agrees to a quarterly audit to confirm accuracy of its eligibility reports and Premium payments to Delta Dental.

Delta Dental agrees to limit Premiums during the next Contract Term to no more than a 10% increase over the Premiums effective during this Contract Term.

3.2 The Premium for each person electing continued coverage under the Continued Coverage Option in Article 10 for himself or herself will be the same as that for a single Primary Enrollee. The Premium for a person who also elects continued coverage for his or her Dependents is the same as that for a Primary Enrollee with the same number of Dependents. The Contractholder may charge persons choosing coverage under Article 10 such amounts as are permitted by law.

3.3 This Contract is not in effect until Delta Dental receives the initial Premiums from the Contractholder.

3.4 If this Contract terminates for any reason, the Contractholder agrees to pay all Premiums earned by Delta Dental but unpaid by the Contractholder.

3.5 In addition to the amounts, if any, which Delta Dental withholds from payments to Dentists as provided in Delta Dental Dentists Rules, the Contractholder authorizes Delta Dental to deduct from each of its monthly payments to Delta Dental 7.36% of such amount as compensation for Delta Dental's administration of this dental plan.

3.6 After the end of each Contract Term, the stabilization shall be calculated by Delta Dental from the Effective Date of the Contract. The following percentage of any positive amount ("plus stabilization") may be reflected in the calculation of the renewal rate for the succeeding Contract Term and/or may be used to offset the additional cost of increased Benefits for the succeeding Contract Term.

25% for Contractholders with an average monthly enrollment of 100 to 199 Primary Enrollees

50% for Contractholders with an average monthly enrollment of 200 to 299 Primary Enrollees.

75% for Contractholder with an average monthly enrollment of 300 to 399 Primary Enrollees.

100% for Contractholders with an average monthly enrollment of 400 or more Primary Enrollees.

Average monthly enrollment is based on the 12-month period preceding each renewal date of this Contract.

Any negative or positive amount occurring during a Contract Term will be included in the calculation of the stabilization during the succeeding Contract Term.

Stabilization means the negative or positive amount of Premiums paid under this plan after deduction of claims paid, reserves for incurred but unreported claims and Delta Dental's administrative charge.

In no event, however, shall the plus stabilization or any part of it be returned to the Contractholder in a cash transaction and such amounts remaining upon termination of the Contract shall remain with Delta Dental.

3.7 In the event the Contractholder chooses to convert to a self-funded plan during or at the end of a Contract Term, the stabilization accumulated under this plan is combined with the reserves held for incurred but unreported claims, with the balance used to pay for claims and administration without regard to the date of service.

3.8 Except as provided in the next paragraph, an agreement between Delta Dental and the Contractholder is required to change the Contractholder's Premium rates during a Contract Term.

3.9 During a Contract Term, if any government agency imposes any new tax on Delta Dental based on the amount of Premiums payable or the number of persons covered under this Contract, or if the rate of any existing tax on the amount of Premiums or the number of persons covered under this Contract increases, the Premiums stated in this Article will increase by the amount of any such new or increased tax(es).

3.10 Premiums and eligibility may be adjusted retroactively by Delta Dental or the Contractholder, but such adjustments are limited to the three-month period prior to the most current month for which the Contractholder provides eligibility data.

#### **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 90% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Diagnostic and Preventive Benefits:

- 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

**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 90% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 90% of the Delta Dental PPO Dentist's Fees for the following Basic Benefits:

- 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)
- Sealants- topically-applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay
- 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 ORAL SURGERY, ENDODONTIC AND PERIODONTIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fees for the following Oral Surgery, Endodontic and Periodontic Benefits:

- Oral Surgery- extractions and certain other surgical procedures, including pre- and post-operative care
- Endodontic- treatment of the tooth pulp
- Periodontic- treatment of gums and bones supporting teeth



- 4.5 CROWNS, INLAYS, ONLAYS AND CAST RESTORATIONS BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fee for 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.
- 4.6 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fee for the construction or repair of fixed bridges, partial or complete dentures to replace missing, natural teeth; for implant surgical placement and removal; and for implant supported prosthetics, including implant repair and recementation.
- 4.7 ORTHODONTIC BENEFITS. Delta Dental will provide Orthodontic Benefits in accordance with the Orthodontic Benefit Rider attached hereto as Appendix A.

4.8 **LIMITATIONS:**

(a) Only the first two oral examinations, including office visits for observation and specialist consultations, or combination thereof, provided to an Enrollee twice in a calendar year while he or she is enrolled under any Delta Dental plan are Benefits under this 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 a calendar year for children to age 18, or once in a 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 the patient is an Enrollee 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 and implants 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 or implant supported prosthesis not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory. Implant removal is limited to one for each tooth during the Enrollee's lifetime whether provided under a Delta Dental or any other dental care plan.
- (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) 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.

4.9 **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) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.
- (l) Replacements of existing restorations for any purpose other than active tooth decay.
- (m) Occlusal guards and complete occlusal adjustment.

4.10 An agreement between the Contractholder and Delta Dental is required to change Benefits during a Contract Term.

#### **ARTICLE 5 - DEDUCTIBLES & MAXIMUM AMOUNT**

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

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

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

5.2 Such deductible amounts shall apply once each calendar year or portion thereof during which the Enrollee is continuously eligible under this Contract. The deductible does not apply to Diagnostic and Preventive Benefits if provided by a Delta Dental PPO Dentist.

5.3 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 \$2,500.00.

Diagnostic and Preventive Benefits are not counted towards the annual maximum.

## 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 by 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 or a Delta Dental Dentist, Delta Dental will not pay more than the lesser of the fees entered on the claim form reporting such services to Delta Dental or the Prevailing Fee, 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 form 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 form, reduced by the portion discounted, waived, rebated or not collected, or (2) the Prevailing Fee, reduced by the portion discounted, waived, rebated or not collected.
- 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 800-765-6003, contact Delta Dental on the Internet through the website: [deltadentalins.com](http://deltadentalins.com) or write Delta Dental at P. O. Box 997330, Sacramento, CA 95899 Attention: Customer Service Department.

If an Enrollee's claim has been denied or modified, the Enrollee may file a request for review (a grievance) with Delta Dental within 180 days after receipt of the denial or modification. If a request for review is not made within this 180-day period, the right to further review of the claim determination will be lost. 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 make a written decision within 30 calendar days of receipt of the request for review. Delta Dental will respond, within three calendar days of receipt, to complaints involving severe pain and imminent and serious threat to an Enrollee's health. An Enrollee may file a complaint with the Department of Managed Health Care after he or she has completed Delta Dental's grievance procedure or after he or she has been involved in Delta Dental's grievance procedure for 30 calendar days. An Enrollee may file a complaint with the Department immediately in an emergency situation, which is one involving severe pain and/or imminent and serious threat to the Enrollee's health.

The California Department of Managed Health Care is responsible for regulating health care service plans. If an Enrollee has a grievance against Delta Dental or the health plan, the Enrollee should first telephone Delta Dental at **800-765-6003** and use Delta Dental's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to an Enrollee.

If help is needed with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by this health plan, or a grievance that has remained unresolved for more than thirty calendar days, the Enrollee may call the department for assistance.

An Enrollee may also be eligible for an Independent Medical Review (IMR). If eligible for an IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (**888-HMO-2219**) and a TDD line (**877-688-9891**) for the hearing and speech impaired. The department's Internet Website (**<http://www.hmohelp.ca.gov>**) has complaint forms, IMR application forms and instructions online.

IMR is generally not applicable to a dental plan, unless that dental plan covers services related to the practice of medicine or offered pursuant to a contract with a health plan involving medical, surgical or hospital services.

If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

- 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 Co-payment," 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 Co-payment 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 claim 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 Participating Plans, 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 Dental 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 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 agrees to give to the Contractholder, and the Contractholder agrees to make available to each Primary Enrollee, an Evidence of Coverage summarizing Benefits to which the Enrollee is entitled and other provisions of this Contract. If an amendment to this Contract materially affects any Benefits described in such Evidence of Coverage, Delta Dental will issue a corrected Evidence of Coverage, rider or inserts.

## **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 Premiums, in the amounts and manner required in Article 3, provided the Contractholder has been duly notified of such failure (and billed for Premiums, if applicable) 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.

- 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 greater of: (1) the unpaid Premiums applicable for the period this Contract was in effect before termination; or (2) the full amount of all Dentist's statements paid or otherwise discharged by Delta Dental during the full term of this Contract, plus 7.36% of such amount (to compensate Delta Dental for its administration of the dental plan), less amounts actually paid by the Contractholder to Delta Dental during the term of such Contract.
- 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 Premiums or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 60 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 notice will be treated as a failure to pay Premiums, and such notice will constitute a waiver of notification and billing required of Delta Dental by paragraph 9.1(a)(3).
- 9.5 If an Enrollee believes that this Contract, or coverage hereunder, has been terminated or not renewed due to their health status or requirements for health care services, they may request a review by the California Director of Managed Health Care under California Health and Safety Code Section 1365(b).
- 9.6 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.
- 9.7 Within 30 days after the end of this Contract, Delta Dental will return to the Contractholder any Premiums paid which are applicable to a time period after the termination date, together with amounts due on claims, if any, less any amounts due to Delta Dental.
- 9.8 If Delta Dental accepts the proper amount of Premiums after termination of this Contract and without requiring a new application, that acceptance will reinstate the Contract as though never terminated, unless Delta Dental within 20 business days after it receives such payment, either (1) refunds the payment so made or (2) issues to the Contractholder a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from the terminated Contract in Benefits, coverage or otherwise.
- 9.9 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.
- 9.10 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 (COBRA)

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 PERIODS OF CONTINUED COVERAGE UNDER CAL-COBRA (groups of 2 - 19)

In the case of Cal-COBRA, Delta Dental will act as the administrator. Notification and Premium payments should be made directly to Delta Dental. Notifications and payments should be delivered by first-class mail, certified mail, or other reliable means of delivery.

Individuals who are eligible for coverage under the federal COBRA law are not eligible for coverage under Cal-COBRA. The employer must notify Delta Dental in writing within 30 days of the date when the Enrollee becomes subject to COBRA.

Qualified Beneficiaries may continue coverage for 36 months following the month in which Qualifying Events 1, 2, 3, 4 or 5 occur.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary is determined under Title II or Title XVI of the Social Security Act to be disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continuation coverage; and notice of the determination is given to the employer during the initial period of continuation coverage and within 60 days of the date of the social security determination letter, the Qualified Beneficiary may continue coverage for a total of 36 months following the month in which Qualifying Event 1 occurs.

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 Qualified Beneficiary must notify the employer or administrator within 30 days of any such determination.

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary experiences Qualifying Events 2, 3, 4 or 5, he or she must notify the employer within 60 days of the second qualifying event and has a total of 36 months continuation coverage after the date of the date of the first Qualifying Event.

Delta Dental shall notify the Primary Enrollee of the date his or her continued coverage will terminate. This termination notification will be sent during the 180-day period prior to the end of coverage.

#### 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 plan had such plan 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 plan.

#### 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 plan.

### **ARTICLE 11 - GENERAL PROVISIONS**


11.1 No agent has authority to change this Contract or waive any of its provisions. Delta Dental may not change Premium rates, copayments or deductibles, if any, during any of the following time periods:

- (a) after the Contractholder has delivered written acceptance of the Contract,
- (b) after the start of an annual open enrollment period, and;
- (c) after receipt of the Premium for the first month of the contract term.

Premiums may be changed under the following exceptions:

- (a) when authorized or required in the Contract,
- (b) when Premiums are subject to execution of a definitive agreement, and;
- (c) when Delta Dental and the Contractholder mutually agree in writing.

**San Joaquin Valley Insurance Authority (SJVIA)**  
**Delta Dental Group Number - 05879**

BY:   
Printed Name: Pete Vander Poel  
Title: Board President  
Date: 7/19/13

FOR:

**Delta Dental of California**

BY:



**Belinda Martinez**  
**Senior Vice President**  
**Sales/Marketing**

and BY:



**Kevin Jackson**  
**Group Vice President**  
**Underwriting & Actuarial**

Date: February 12, 2013

No change in this Contract is valid unless approved by an executive officer of Delta Dental and included in this Contract by written amendment.

- 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 Contractholder 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. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplification, security or privacy laws or regulations.
- 11.8 Any notice under this Contract will be sufficient if given by either the Contractholder or Delta Dental to the other or, in the case of employees of the Contractholder, to its representative at the addresses below:

For the Contractholder:

2220 Tulare Street, Suite 1400  
Fresno, CA 93721

For Delta Dental:

100 First Street  
San Francisco, CA 94105

Such notice will be effective 48 hours after deposit in the United States mail with postage fully prepaid thereon.



## APPENDIX A

### 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. Following satisfaction by an eligible Enrollee of the lifetime maximum amounts in number 3 below, Delta Dental will pay or otherwise discharge 100% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fees for Orthodontics.
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 \$1,880.00 for Enrollees 20 years of age and older; and \$1,660.00 for eligible dependent children through age 19. The limitations on maximum amounts payable during a calendar year, if any, specified in the attached Contract, shall not apply to Orthodontics.
4. Delta Dental will pay on active Orthodontic services for a maximum of 24 months. Orthodontic Benefits are limited to one case per lifetime per Enrollee.

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

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

## APPENDIX B

### CODE ON DENTAL PROCEDURES AND NOMENCLATURE

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

#### **D0100 – D0999 DIAGNOSTIC**

##### **Clinical oral evaluations**

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

##### **Radiographs/diagnostic imaging (including interpretation)**

D0210	Intraoral – complete series of radiographic images
D0220	Intraoral – periapical first radiographic image
D0230	Intraoral – periapical each additional radiographic image
D0240	Intraoral – occlusal radiographic image
D0250	Extraoral – first radiographic image
D0260	Extraoral – each additional radiographic image
D0270	Bitewing – single radiographic image
D0272	Bitewings – two radiographic images
D0273	Bitewings - three radiographic images
D0274	Bitewings – four radiographic images
D0277	Vertical bitewings – 7 to 8 radiographic images
D0290	Posterior – anterior or lateral skull and facial bone survey radiographic image
D0310	Sialography
D0320	Temporomandibular joint arthrogram, including injection
D0321	Other temporomandibular joint radiographic images, by report
D0322	Tomographic survey
D0330	Panoramic radiographic image
D0340	Cephalometric radiographic image
D0350	Oral/facial photographic images
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 — *child through age 13*

**Topical fluoride treatment (office procedure)**

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

**Other preventive services**

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

**Space maintenance (passive appliances)**

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

## **D2000 – D2999 RESTORATIVE**

### **Amalgam restorations (including polishing)**

D2140	Amalgam — one surface, primary or permanent
D2150	Amalgam — two surfaces, primary or permanent
D2160	Amalgam — three surfaces, primary or permanent
D2161	Amalgam — four or more surfaces, primary or permanent

### **Resin-based composite restorations-direct**

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

### **Gold foil restorations**

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

### **Inlay/onlay restorations**

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

### **Crowns — single restorations only**

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

- D2781 Crown — 3/4 cast predominantly base metal
- D2782 Crown — 3/4 cast noble metal
- D2783 Crown — 3/4 porcelain/ceramic
- D2790 Crown — full cast high noble metal
- D2791 Crown — full cast predominantly base metal
- D2792 Crown — full cast noble metal
- D2794 Crown — titanium
- D2799 Provisional crown- further treatment or completion of a diagnosis necessary prior to final impression

**Other restorative services**

- D2910 Recement inlay, onlay, or partial coverage restoration
- D2915 Recement cast or prefabricated post and core
- D2920 Recement crown
- D2929 Prefabricated porcelain/ceramic crown — primary tooth
- D2930 Prefabricated stainless steel crown — primary tooth
- D2931 Prefabricated stainless steel crown — permanent tooth
- D2932 Prefabricated resin crown
- D2933 Prefabricated stainless steel crown with resin window
- D2934 Prefabricated esthetic coated stainless steel crown — primary tooth
- D2940 Sedative filling
- 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
- D2957 Each additional prefabricated post — same tooth
- D2960 Labial veneer (resin laminate) — chairside
- D2961 Labial veneer (resin laminate) — laboratory
- D2962 Labial veneer (porcelain laminate) — laboratory
- D2970 Temporary crown (fractured tooth)
- D2971 Additional procedures to construct new crown under existing partial denture framework
- D2975 Coping
- D2980 Crown repair, necessitated by restorative material failure
- D2999 Unspecified restorative procedure, by report

**D3000 – D3999 ENDODONTICS**

**Pulp capping**

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

**Pulpotomy**

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

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

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

### **Endodontic retreatment**

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

### **Apexification/recalcification procedures**

- D3351 Apexification/recalcification/pupal regeneration — initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)
- D3352 Apexification/recalcification/pulpal regeneration — interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, 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
- D4212 Gingivectomy or gingivoplasty – to allow access for restorative procedure, per tooth
- D4230 Anatomical crown exposure – four or more contiguous teeth per quadrant
- D4231 Anatomical crown exposure – one to three teeth per quadrant
- D4240 Gingival flap procedure, including root planing — four or more contiguous teeth or bounded teeth spaces per quadrant
- D4241 Gingival flap procedure, including root planing — one to three contiguous teeth or bounded teeth spaces per quadrant
- D4245 Apically positioned flap
- D4249 Clinical crown lengthening — hard tissue
- D4260 Osseous surgery (including flap entry and closure) — four or more contiguous teeth or bounded teeth spaces per quadrant

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

**Non-surgical periodontal service**

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

**Other periodontal services**

- D4910 Periodontal maintenance
- D4920 Unscheduled dressing change (by someone other than treating dentist)
- 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: eosteal implant
D6050	Surgical placement: transosteal implant

**Implant supported prosthetics**

D6053	Implant/abutment supported removable denture for completely edentulous arch
D6054	Implant/abutment supported removable denture for partially edentulous arch
D6055	Dental implant supported connecting bar
D6056	Prefabricated abutment — includes modification and placement
D6057	Custom fabricated abutment — includes placement
D6058	Abutment supported porcelain/ceramic crown
D6059	Abutment supported porcelain fused to metal crown (high noble metal)

D6060	Abutment supported porcelain fused to metal crown (predominantly base metal)
D6061	Abutment supported porcelain fused to metal crown (noble metal)
D6062	Abutment supported cast metal crown (high noble metal)
D6063	Abutment supported cast metal crown (predominantly base metal)
D6064	Abutment supported cast metal crown (noble metal)
D6065	Implant supported porcelain/ceramic crown
D6066	Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)
D6067	Implant supported metal crown (titanium, titanium alloy, high noble metal)
D6068	Abutment supported retainer for porcelain/ceramic FPD
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal)
D6072	Abutment supported retainer for cast metal FPD (high noble metal)
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal)
D6074	Abutment supported retainer for cast metal FPD (noble metal)
D6075	Implant supported retainer for ceramic FPD
D6076	Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal)
D6077	Implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal)
D6078	Implant/abutment supported fixed denture for completely edentulous arch
D6079	Implant/abutment supported fixed denture for partially edentulous arch

#### **Other implant services**

D6080	Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis
D6090	Repair implant supported prosthesis, by report
D6091	Replacement of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment
D6092	Recement implant/abutment supported crown
D6094	Abutment supported crown — (titanium)
D6095	Repair implant abutment, by report
D6100	Implant removal, by report
D6101	Debridement of a periimplant defect and surface cleaning of exposed implant surfaces, including flap entry and closure
D6102	Debridement and osseous contouring of a periimplant defect; includes surface cleaning of exposed implant surfaces and flap entry and closure
D6190	Radiographic/surgical implant index, by Report
D6093	Recement implant/abutment supported fixed partial denture
D6194	Abutment supported retainer crown for FPD — (titanium)
D6199	Unspecified implant procedure, by report

#### **D6200 – D6999 PROSTHODONTICS, FIXED**

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

##### **Fixed partial denture pontics**

D6205	Pontic — indirect resin based composite
D6210	Pontic — cast high noble metal
D6211	Pontic — cast predominantly base metal
D6212	Pontic — cast noble metal
D6214	Pontic — titanium
D6240	Pontic — porcelain fused to high noble metal
D6241	Pontic — porcelain fused to predominantly base metal
D6242	Pontic — porcelain fused to noble metal

D6245	Pontic — porcelain/ceramic
D6250	Pontic — resin with high noble metal
D6251	Pontic — resin with predominantly base metal
D6252	Pontic — resin with noble metal
D6253	Provisional pontic — further treatment or completion of a diagnosis necessary prior to impression

**Fixed partial denture retainers — inlays/ onlays**

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

**Fixed partial denture retainers — crowns**

D6710	Crown — indirect resin based composite
D6720	Crown — resin with high noble metal
D6721	Crown — resin with predominantly base metal
D6722	Crown — resin with noble metal
D6740	Crown — porcelain/ceramic
D6750	Crown — porcelain fused to high noble metal
D6751	Crown — porcelain fused to predominantly base metal
D6752	Crown — porcelain fused to noble metal
D6780	Crown — 3/4 cast high noble metal
D6781	Crown — 3/4 cast predominantly base metal
D6782	Crown — 3/4 cast noble metal
D6783	Crown — 3/4 porcelain/ceramic
D6790	Crown — full cast high noble metal
D6791	Crown — full cast predominantly base metal
D6792	Crown — full cast noble metal
D6793	Provisional retainer crown — further treatment of completion or a diagnosis necessary prior to final impression
D6794	Crown — titanium

**Other fixed partial denture services**

D6920	Connector bar
D6930	Recement fixed partial denture
D6940	Stress breaker
D6950	Precision attachment
D6975	Coping

- D6980 Fixed partial denture repair necessitated by restorative material
- D6985 Pediatric partial denture, fixed
- D6999 Unspecified, fixed prosthodontic procedure, by report

**D7000 – D7999 ORAL AND MAXILLOFACIAL SURGERY**

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

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

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

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

**Other surgical procedures**

- D7260 Oroantral fistula closure
- D7261 Primary closure of a sinus perforation
- D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
- D7272 Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)
- D7280 Surgical access of an unerupted tooth
- D7282 Mobilization of erupted or malpositioned tooth to aid eruption
- D7283 Placement of device to facilitate eruption of impacted tooth
- D7285 Biopsy of oral tissue — hard (bone, tooth)
- D7286 Biopsy of oral tissue — soft
- D7287 Exfoliative cytological sample collection
- D7288 Brush biopsy — transepithelial sample collection
- D7290 Surgical repositioning of teeth
- D7291 Transseptal 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

**Alveoloplasty — surgical preparation of ridge for dentures**

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

**Vestibuloplasty**

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

**Surgical excision of soft tissue lesions**

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

**Surgical excision of intra-osseous lesions**

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

**Excision of bone tissue**

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

**Surgical incision**

- D7510 Incision and drainage of abscess — intraoral soft tissue
- D7511 Incision and drainage of abscess — intraoral soft tissue — complicated (includes drainage of multiple fascial spaces)
- D7520 Incision and drainage of abscess — extraoral soft tissue
- D7521 Incision and drainage of abscess — extraoral soft tissue — complicated (includes drainage of multiple fascial spaces)
- D7530 Removal of foreign body from mucosa, skin or subcutaneous alveolar tissue
- D7540 Removal of reaction-producing foreign bodies, musculoskeletal system
- D7550 Partial ostectomy/sequestrectomy for removal of non-vital bone
- D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body

**Treatment of fractures — simple**

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

**Treatment of fractures — compound**

- D7710 Maxilla — open reduction
- D7720 Maxilla — closed reduction
- D7730 Mandible — open reduction
- D7740 Mandible — closed reduction
- D7750 Malar and/or zygomatic arch — open reduction

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

**Reduction of dislocation and management of other temporomandibular joint dysfunctions**

- D7810 Open reduction of dislocation
- D7820 Closed reduction of dislocation
- D7830 Manipulation under anesthesia
- D7840 Condylectomy
- D7850 Surgical discectomy, with/without implant
- D7852 Disc repair
- D7854 Synovectomy
- D7856 Myotomy
- D7858 Joint reconstruction
- D7860 Arthrotomy
- D7865 Arthroplasty
- D7870 Arthrocentesis
- D7871 Non-arthroscopic lysis and lavage
- D7872 Arthroscopy — diagnosis, with or without biopsy
- D7873 Arthroscopy — surgical: lavage and lysis of adhesions
- D7874 Arthroscopy — surgical: disc repositioning and stabilization
- D7875 Arthroscopy — surgical: synovectomy
- D7876 Arthroscopy — surgical: discectomy
- D7877 Arthroscopy — surgical: debridement
- D7880 Occlusal orthotic device, by report
- D7899 Unspecified TMD therapy, by report

**Repair of traumatic wounds**

- D7910 Suture of recent small wounds up to 5 cm

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

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

**Other repair procedures**

- D7920 Skin graft (identify defect covered, location and type of graft)
- D7940 Osteoplasty — for orthognathic deformities
- D7941 Osteotomy — mandibular rami
- D7943 Osteotomy — mandibular rami with bone graft; includes obtaining the graft
- D7944 Osteotomy — segmented or subapical
- D7945 Osteotomy — body of mandible
- D7946 LeFort I (maxilla — total)
- D7947 LeFort I (maxilla — segmented)
- D7948 LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) — without bone graft
- D7949 LeFort II or LeFort III — with bone graft
- D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report
- D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach
- D7952 Sinus augmentation via a vertical approach
- D7953 Bone replacement graft for ridge preservation — per site

D7955	Repair of maxillofacial soft and/or hard tissue defect
D7960	Frenulectomy – also known as frenectomy or frenotomy — separate procedure not incidental to another procedure
D7963	Frenuloplasty
D7970	Excision of hyperplastic tissue — per arch
D7971	Excision of 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
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 repaid, 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)
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**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 — performed in office
D9973	External bleaching — per tooth
D9974	Internal bleaching — per tooth
D9999	Unspecified adjunctive procedure, by report

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