

**DELTA DENTAL OF CALIFORNIA**  
17871 Park Plaza Drive, Suite 200  
Cerritos, CA 90703

Benefit Inquiries 800-422-4234  
General Information 800-801-7105

**APPLICATION FOR DELTACARE® USA GROUP DENTAL SERVICE CONTRACT**

The undersigned client ("Applicant") hereby applies for a DELTACARE USA GROUP DENTAL SERVICE CONTRACT with DELTA DENTAL OF CALIFORNIA ("Delta Dental") on the following terms:

- I. Applicant hereby authorizes Delta Dental to furnish the dental Benefits described in the attached Contract, subject to all of the terms and conditions of the Contract.
- II. Applicant or Enrollees agree to pay to Delta Dental, in advance, the Premiums specified in *Schedule C* to the Contract.
- III. Upon acceptance of this Application by Delta Dental, and payment of the initial Premiums, the Contract shall be effective at 12:01 a.m. on the Effective Date shown on *Schedule C* and the Contract shall continue until terminated as provided. Payment of Premiums constitutes acceptance of the terms and conditions of this Contract.
- IV. Applicant agrees to receive, on behalf of Enrollees, all applicable notices concerning Benefits under this Contract.
- V. Applicant agrees to make available to Eligible Employees or Enrollees any notices concerning Benefits required to be furnished by Delta Dental.
- VI. **Delta Dental will provide directly to each Eligible Person or Enrollee a combined Evidence of Coverage and Disclosure Form (EOC). Delta Dental's enrollment materials advise Eligible Persons that an EOC is also available upon request, prior to enrollment by contacting Delta Dental's Customer Service department. The EOC will disclose the terms and conditions of coverage, but will constitute only a summary of the Program. As required by the California Health & Safety Code, the Contract must be consulted to determine the exact terms and conditions of the coverage provided. A copy of the Contract will be furnished upon request. Enrollees should read the EOC carefully. Persons with special healthcare needs should read the section entitled "Special Needs". Pursuant to California Health and Safety Code, the EOC provides Enrollees with information regarding the societal benefits of organ donation and the method whereby an Enrollee may elect to be an organ or tissue donor. Enrollees may also obtain information about Benefits by calling Delta Dental's Customer Service department at 800-422-4234.**

7/19/13

(Date)

See Appendix A  
(Group Number)

San Joaquin Valley Insurance Authority  
(Applicant)

2220 Tulare Street Suite 1400, Fresno, CA 93721

(Applicant Address)

By: 

(Authorized Signature)

By: 

(Licensed Registered Agent)

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**DELTACARE® USA GROUP DENTAL SERVICE CONTRACT**

**NOTICE: THE PREMIUMS PAYABLE UNDER THIS CONTRACT ARE SUBJECT TO INCREASE UPON RENEWAL AFTER THE END OF THE INITIAL CONTRACT TERM OR ANY SUBSEQUENT CONTRACT TERM.**

IN CONSIDERATION of the Application, a copy of which is attached hereto and made a part of this DELTACARE USA GROUP DENTAL SERVICE CONTRACT ("Contract") and IN CONSIDERATION of payment of the required Premiums, DELTA DENTAL OF CALIFORNIA ("Delta Dental") agrees to provide the Benefits described for the Contract Term shown on *Schedule C* and from year to year thereafter, unless this Contract is terminated as provided. Premiums are payable in advance of the Effective Date and thereafter as provided. This Contract is issued and delivered in the State of California, is governed by the laws thereof, and is subject to the terms and conditions recited on the following pages.

IN WITNESS WHEREOF, Delta Dental has caused this Contract to be executed on:

Date: January 15, 2013

DELTA DENTAL OF CALIFORNIA



Belinda Martinez  
Senior Vice President, Sales/Marketing



Kevin Jackson  
Group Vice President, Underwriting & Actuarial

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## ARTICLE 1. DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- 1.01 "Administrator" means Delta Dental Insurance Company, a third party entity designated to perform administrative functions described throughout this Contract, including, but not limited to, the collection of Premium and eligibility.
- 1.02 "Applicant" means the client (employer, or other organization) contracting to obtain dental Benefits for Eligible Employees.
- 1.03 "Benefits" mean those dental services which are provided under the terms of this Contract as specified in *Article 4* and *Schedule A*.
- 1.04 "Contract" means this agreement between Delta Dental and Applicant including the Application for this Contract, the attached schedules, and any appendices, endorsements or riders. This Contract constitutes the entire agreement between the parties.
- 1.05 "Contract Dentist" means a Dentist who provides services in general dentistry and has agreed to provide Benefits to Enrollees under this Contract.
- 1.06 "Contract Orthodontist" means a Dentist who specializes in orthodontics and has agreed to provide Benefits to Enrollees under this Contract.
- 1.07 "Contract Specialist" means a Dentist who provides Specialist Services and has agreed to provide Benefits to Enrollees under this Contract.
- 1.08 "Contract Term" means the period commencing and terminating on the dates shown on *Schedule C*, and each yearly period thereafter during which this Contract remains in effect.
- 1.09 "Copayment" means the amount charged to an Enrollee by a Dentist for the Benefits provided under this Contract.
- 1.10 "Dentist" means a duly licensed Dentist legally entitled to practice dentistry at the time and in the state or jurisdiction in which services are performed.
- 1.11 "Domestic Partner" means a person who, together with the Eligible Employee, has affirmed a domestic partnership through an affidavit of domestic partnership filed with Applicant.
- 1.12 "Effective Date" means the date this Contract becomes effective as provided in *Schedule C*.
- 1.13 "Eligibility Date" means the date upon which an Eligible Person's eligibility for Benefits becomes effective under this Contract.
- 1.14 "Eligible Dependent" means any of the dependents of an Eligible Employee who are eligible to enroll for Benefits and who meet the conditions of eligibility outlined in *Article 2*.
- 1.15 "Eligible Employee" means any employee or member who meets the conditions of eligibility outlined in *Article 2*.
- 1.16 "Eligible Person" means an Eligible Employee or Eligible Dependent.
- 1.17 "Emergency Service" means care provided by a Dentist to treat a dental condition which manifests as a symptom of sufficient severity, including severe pain, such that the absence of immediate attention could reasonably be expected by the Enrollee to result in either: 1) placing the Enrollee's dental health in serious jeopardy, or 2) serious impairment to dental functions.

- 1.18 "Enrollee" means an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.
- 1.19 "Open Enrollment Period" means the period preceding the date of commencement of the Contract Term or the 30-day period immediately preceding the annual anniversary of the commencement of the Contract Term or a period as otherwise requested by the Applicant and agreed to by Delta Dental.
- 1.20 "Out-of-Network" means treatment by a Dentist who has not signed an agreement with Delta Dental to provide Benefits under the terms of this Contract.
- 1.21 "Preauthorization" means the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under the Enrollee's plan.
- 1.22 "Premium" means payments by Applicant or an Enrollee as provided in *Article 3* and in amounts stated in *Schedule C*.
- 1.23 "Reasonable" means that an Enrollee exercises prudent judgment in determining that a dental emergency exists and makes at least one attempt to contact his/her Contract Dentist to obtain Emergency Services and, in the event the Dentist is not available, makes at least one attempt to contact Delta Dental for assistance before seeking care from another Dentist.
- 1.24 "Special Health Care Need," means a physical or mental impairment, limitation or condition that substantially interferes with an Enrollee's ability to obtain Benefits. Examples of such a Special Health Care Need are 1) the Enrollee's inability to obtain access to the assigned Contract Dentist's facility because of a physical disability and 2) the Enrollee's inability to comply with the Contract Dentist's instructions during examination or treatment because of physical disability or mental incapacity.
- 1.25 "Specialist Services" mean services performed by a Dentist who specializes in the practice of oral surgery, endodontics, periodontics or pediatric dentistry and which must be preauthorized in writing by Delta Dental.
- 1.26 "Treatment in Progress" means any single dental procedure, as defined by the CDT Code, that has been started while the Enrollee was eligible to receive Benefits, and for which multiple appointments are necessary to complete the procedure whether or not the Enrollee continues to be eligible for Benefits under the DeltaCare USA plan. Examples include: teeth that have been prepared for crowns, root canals where a working length has been established, full or partial dentures for which an impression has been taken and orthodontics when bands have been placed and tooth movement has begun.
- 1.27 "We, Us and Our" means Delta Dental of California or the Administrator, as appropriate.

## ARTICLE 2. ELIGIBILITY, ENROLLMENT AND CANCELLATION OF ENROLLMENT

2.01 Eligible Employees are those employees or group members described in *Schedule C*. New employees shall become eligible for coverage as specified in *Schedule C*.

Eligible Dependents become eligible on:

- 1) the date the Eligible Employee is eligible for coverage;
- 2) as soon as an Eligible Dependent becomes the dependent of an Eligible Employee, or at any time subject to a change in legal custody or lawful order to provide Benefits.

Eligible Dependents include:

- 1) spouse (unless legally separated or divorced) or Domestic Partner (until such partnership is terminated by either or both parties);
- 2) children from birth up to age 26.

Children include natural children, stepchildren, adopted children, foster children and children of a Domestic Partner. Newborn children (including newborn adopted children) are covered from and after the moment of birth. Notice of birth must be received within 31 days after the date of birth for coverage to continue beyond 31 days. Legally adopted children (other than newborns) are eligible from and after the moment the child is placed in the physical custody of the Eligible Employee for adoption.

A dependent child may continue eligibility if:

- 1) 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;
- 2) he or she is chiefly dependent on the Eligible Employee for support; and
- 3) 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.

Dependents in active military service are not eligible. No Eligible Dependent may be enrolled under more than one Eligible Employee. Medicare eligibility shall not affect eligibility of an Eligible Employee or Eligible Dependent.

2.02 Eligible Employees must complete the enrollment process during the Open Enrollment Period in order to receive Benefits and for their Eligible Dependents to receive Benefits. Persons not originally eligible during the Open Enrollment Period may be enrolled immediately upon attainment of dependent status.

Subject to cancellation as provided under this Contract, enrollment of Eligible Employees and any Eligible Dependents is for a minimum period of one year.

On or prior to the first day of every month, Applicant shall compile and furnish to Delta Dental the names of all Primary Enrollees showing their identification numbers and, if applicable, location codes and all Dependent Enrollees. Enrollee names must be presented in a format acceptable to Delta Dental. Delta Dental shall be obligated to provide Benefits only to Primary Enrollees and their Dependent Enrollees who have been reported by the Applicant. The appropriate Premium must be paid pursuant to *Article 3* and *Schedule C* of this Contract for the period in which covered dental services are provided.

2.03 Subject to any rights provided under *Article 6* and *Article 9*, an Eligible Employee's or Eligible Dependent's enrollment under this Contract may be canceled, or renewal of enrollment refused, in the following events:

- 1) immediately upon loss of eligibility as described in this Contract;
- 2) upon 15 days written notice if:

- a) an Enrollee engages in conduct detrimental to safe operations and the delivery of services while in a Contract Dentist's facility; or
  - b) the Premiums are not paid by or on behalf of the Enrollee on the date due. However, the Enrollee may continue to receive Benefits during the 15-day period and may be reinstated during the term of this Contract upon payment of any unpaid Premium; or
  - c) the Enrollee knowingly commits or permits another person to commit fraud or deception in obtaining Benefits under this Contract;
- 3) upon 30 days written notice if:
- a) the Contract is terminated or not renewed; or
  - b) the Enrollee fails to pay Copayments. However, the Enrollee may be reinstated during the term of this Contract upon payment of all delinquent charges.

Cancellation of a Primary Enrollee's enrollment, as described above, shall automatically cancel the enrollment of any of his or her Dependent Enrollees. Any cancellation is subject to the written notification requirements set forth in this Contract.

2.04 An Enrollee who believes that enrollment has been cancelled or not renewed because of the Enrollee's health status or requirements for health care services, may request a review by the Director of the California Department of Managed Health Care in accordance with Section 1365(b) of the California Health and Safety Code.

### ARTICLE 3. PREMIUMS AND COPAYMENTS

- 3.01 In accordance with *Schedule C*, Applicant agrees to pay Premiums on behalf of Primary Enrollees and Dependent Enrollees enrolled for Benefits under this Contract. Applicant shall remit one check each period as required by *Schedule C*. Should an Enrollee voluntarily cancel enrollment and subsequently desire to re-enroll, all Premiums retroactive to the date of cancellation (but not to exceed 12 months) must be paid before the Enrollee shall be re-enrolled.
- 3.02 This Contract shall not be in effect until initial Premiums are received. Benefits shall not be provided unless subsequent Premiums are received in accordance with this Contract.
- 3.03 Delta Dental may change the amount of Premiums whenever the terms of this Contract are changed by amendment or Delta Dental's liability is changed by law or regulation. However, in the absence of an amendment mutually agreed upon between Applicant and Delta Dental or such a change in liability, no change in the Premiums shall become effective within a Contract Term except as provided in *Section 3.04*.
- 3.04 If during a Contract Term, any new tax is imposed on Delta Dental by any government agency on the amount of Premiums payable under this Contract or the number of persons covered, or if the rate of an existing tax on the amount of Premiums or the number of persons covered is increased, the Premiums stated in *Schedule C* may be increased by the amount of any such new tax or increased taxes upon 30 days written notice.
- 3.05 Upon discovery of clerical errors made by Delta Dental with respect to enrollment data for an Enrollee, Premiums may be adjusted back to the Enrollee's enrollment date.
- 3.06 Upon discovery of clerical errors made by the Applicant with respect to enrollment data, the amount of credit which may be taken with respect to an Enrollee shall not exceed the Premiums for the current month in which Premiums are due plus two months of retroactive Premiums. In addition, the total amount of credit which may be taken on any due date shall not exceed 10% of the billed amount for that due date.
- 3.07 Enrollees are required to pay any Copayments listed in *Schedule A* directly to the Dentist. Charges for broken appointments (unless notice is received by the Dentist at least 24 hours in advance or an emergency prevented such notice) and charges for emergency visits after normal visiting hours are also shown on *Schedule A*.
- 3.08 In the event of cancellation of enrollment by Delta Dental, Delta Dental shall return to Applicant the pro rata portion of the Premiums paid to Delta Dental which corresponds to any unexpired period for which payment had been received, together with any amounts due on claims, if any, less any amounts owed to Delta Dental. This provision does not apply if the Enrollee engaged in fraud or deception in obtaining Benefits from Delta Dental or knowingly permitted such fraud or deception by another.



#### ARTICLE 4. BENEFITS, LIMITATIONS AND EXCLUSIONS

- 4.01 Delta Dental shall provide the Benefits in *Schedule A*, subject to the limitations and exclusions in *Schedule B*. Benefits are available to each Enrollee who has elected the DeltaCare USA Program on the Eligibility Date.
- 4.02 Delta Dental shall provide Contract Dentists at convenient locations during the term of this Contract. A list of Contract Dentists shall be furnished to all Primary Enrollees. Enrollees may select any Contract Dentist whose name is on said list at the time of enrollment. Enrollees in the same family may collectively select no more than three Contract Dentist facilities. If an Enrollee fails to select a Contract Dentist or the Contract Dentist selected becomes unavailable, Delta Dental shall request the selection of another Contract Dentist or shall assign that Enrollee to another Contract Dentist. An Enrollee may make a change to any other Contract Dentist by directing a request to the Customer Service department at 800-422-4234. The change must be requested prior to the 21<sup>st</sup> of the month to become effective on the first day of the following month.
- 4.03 All services which are Benefits shall be rendered at the Contract Dentist's facility selected by the Enrollee. Delta Dental shall have no obligation or liability with respect to services rendered by Out-of-Network Dentists, with the exception of Emergency Services as provided in *Section 4.04*, or Specialist Services recommended by a Contract Dentist, and preauthorized in writing by Delta Dental. All preauthorized Specialist Services claims will be paid by Delta Dental less any applicable Copayments. A Contract Dentist may provide services either personally, or through associated Dentists, or the other technicians or hygienists who may lawfully perform the services. If an Enrollee is assigned to a dental school clinic for Specialist Services, those services may be provided by a Dentist, a dental student, a clinician or a dental instructor.
- 4.04 If Emergency Services are needed, the Enrollee should contact their Contract Dentist whenever possible. A new Enrollee needing Emergency Services who does not have an assigned Contract Dentist yet, should contact Delta Dental's Customer Service department at 800-422-4234 for help in locating a Contract Dentist. Benefits for Emergency Services by an Out-of-Network Dentist are limited to necessary care to stabilize the Enrollee's condition and/or provide palliative relief when the Enrollee:
- 1) has made a Reasonable attempt to contact the Contract Dentist and the Contract Dentist is unavailable or unable to see the Enrollee within 24 hours of making contact; or
  - 2) has made a Reasonable attempt to contact Delta Dental prior to receiving Emergency Services, or it is Reasonable for the Enrollee to access Emergency Services without prior contact with Delta Dental; or
  - 3) reasonably believes that his or her condition makes it dentally/medically inappropriate to travel to the Contract Dentist to receive Emergency Services.
- Benefits for Emergency Services not provided by the Contract Dentist are limited to a maximum of \$100.00 per emergency, per Enrollee, less the applicable copayment. If the maximum is exceeded, or the above conditions are not met, the Enrollee is responsible for any charges for services by a provider other than their Contract Dentist.
- 4.05 Claims for covered Emergency Services or preauthorized Specialist Services should be sent to Delta Dental within 90 days of the end of treatment. Valid claims received after the 90-day period will be reviewed if the Enrollee can show that it was not reasonably possible to submit the claim within that time. The address for claims submission is: Claims Department, P.O. Box 1810, Alpharetta, GA 30023.
- 4.06 In the event Delta Dental fails to pay a Contract Dentist, the Enrollee will not be liable to that Dentist for any sums owed by Delta Dental. By statute, the DeltaCare USA provider contract contains a provision prohibiting a Contract Dentist from charging an Enrollee for any sums owed by Delta Dental.
- If the Enrollee has not received Preauthorization for treatment from an Out-of-Network Dentist, and Delta Dental fails to pay that Out-of-Network Dentist, the Enrollee will be liable to that Dentist for the cost of services.

- 4.07 Upon termination of a Contract Dentist's agreement, Delta Dental shall be liable for Benefits for the completion of treatment for single procedures begun prior to the termination of the agreement. The terminating Contract Dentist will complete a) a partial or full denture for which final impressions have been taken, and b) all work on every tooth upon which work has started (such as completion of root canals in progress and delivery of crowns when teeth have been prepared).

If for any reason the Contract Dentist is unable to complete treatment, Delta Dental shall make reasonable and appropriate provisions for the completion of such treatment by another Contract Dentist. Delta Dental shall give written notice to Applicant within a reasonable time of any termination or breach of contract, or inability to perform, by any Contract Dentist if Applicant will be materially and adversely affected.

- 4.08 In the absence of an amendment mutually agreed upon between Applicant and Delta Dental, no change in Benefits shall be made during a Contract Term.
- 4.09 All Benefits shall terminate for any Enrollee as of the date that this Contract is terminated, such person ceases to be eligible under the terms of this Contract, or such person's enrollment is cancelled under this Contract. Delta Dental shall not be obligated to continue to provide Benefits to any such person in such event, except for completion of single procedures commenced while this Contract was in effect.
- 4.10 A Contract Dentist is compensated by Delta Dental through monthly capitation (an amount based on the number of Enrollees assigned to the Dentist), and by Enrollees through required Copayments for treatment received. A Contract Specialist is compensated by Delta Dental through an agreed-upon amount for each covered procedure, less any applicable Copayments paid by the Enrollee. **In no event does Delta Dental pay a Dentist or a Specialist any incentive as an inducement to deny, reduce, limit or delay any appropriate treatment.** An Enrollee may obtain further information concerning compensation of providers by calling Delta Dental at 800-422-4234.
- 4.11 Delta Dental does not authorize or deny services provided by a Contract Dentist. All Benefits provided by a Contract Dentist are in accordance with dental care guidelines which establish the standard of care to be followed by Contract Dentists. The dental care guidelines for the DeltaCare USA Program are reviewed by Delta Dental's Dental Advisory Committee and updated as needed. An Enrollee may contact Delta Dental's Customer Service department at 800-422-4234 for information regarding the dental care guidelines for DeltaCare USA.
- 4.12 An Enrollee may request a second opinion if he or she disagrees with or questions the diagnosis and/or treatment plan determination made by his or her Contract Dentist. Delta Dental may also request that an Enrollee obtain a second opinion to verify the necessity and appropriateness of dental treatment or the application of Benefits.

Second opinions will be rendered by a licensed Dentist in a timely manner appropriate to the nature of the Enrollee's condition. Requests involving cases of imminent and serious health threat will be expedited (authorization approved or denied within 72 hours of receipt of the request, whenever possible). For assistance or additional information regarding the procedures and timeframes for second opinion authorizations, the Enrollee should contact Delta Dental's Customer Service department at 800-422-4234 or write to Delta Dental.

Second opinions will be provided at another Contract Dentist's facility, unless otherwise authorized by Delta Dental. Delta Dental will authorize a second opinion by an Out-of-Network provider if an appropriately qualified Contract Dentist is not available. Delta Dental will only pay for a second opinion which Delta Dental has approved or authorized. The Enrollee will be sent a written notification should Delta Dental decide not to authorize a second opinion. If the Enrollee disagrees with this determination, the Enrollee may file a grievance with the plan or with the Department of Managed Health Care. Refer to *Article 6* for information on Enrollee Complaint Procedures.

- 4.13 If an Enrollee believes he or she has a Special Health Care Need, the Enrollee should contact Delta Dental's Customer Service department at 800-422-4234. Delta Dental will confirm whether such a Special Health Care Need exists, and what arrangements can be made to assist the Enrollee in obtaining Benefits. Delta Dental shall not be responsible for the failure of any Contract Dentist to comply with any law or regulation concerning treatment of persons with Special Health Care Needs which is applicable to the Dentist.

## ARTICLE 5. COORDINATION OF BENEFITS

- 5.01 This Contract provides Benefits without regard to coverage by any other group insurance policy or any other group health benefits program if the other policy or program covers services or expenses in addition to dental care. Otherwise, Benefits provided under this Contract by specialists or Out-of-Network Dentists are coordinated with such other group dental insurance policy or any group dental benefits program.
- 5.02 When Benefits are coordinated with another group insurance policy or group health benefits program, the determination of which policy or program is primary shall be governed by the following rules:
- 1) The policy or program covering the Enrollee as other than a dependent shall be primary over the policy or program covering the Enrollee as a dependent.
  - 2) The policy or program covering a child as a dependent of a parent whose birthday occurs earlier in a calendar year shall be primary over the policy or program covering 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 3) below). If both parents have the same birthday, the plan that covered either of the parents longer is primary.
  - 3) In the case of a dependent child whose parents are legally separated or divorced:
    - a) If the parent with custody has not remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the parent without custody.
    - b) If the parent with custody has remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the step-parent, and the policy or program covering the child as a dependent of the step-parent shall be primary over the policy or program covering the child as a dependent of the parent without custody.
    - c) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this program, and if the plan with responsibility for payment has actual knowledge of the existence of the court decree, notwithstanding 3) a) and b), the policy or program covering the child as a dependent of the parent with such financial responsibility shall be primary over any other policy or program covering the child.
  - 4) If the primary policy or program cannot be determined by the rules described in 1), 2) or 3), the policy or program which has covered the Enrollee for a longer period of time shall be primary, with the following exception: A policy or program covering the Enrollee as a laid-off or retired employee or the dependent of a laid-off or retired employee shall not be primary under this rule 4) over a policy or program covering the Enrollee as an employee or the dependent of an employee. However, if the provisions of the other policy or program do not include this exception, which results in benefits under neither being primary, then this exception shall not apply.
- 5.03 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 above, 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 (Cal Health & Saf Code §1374.19 (2007)).

If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

5.04 An Enrollee shall provide to Delta Dental, and Delta Dental may release to or obtain from any insurance company or other organization, any information about the Enrollee that is needed to administer coordination of benefits. Delta Dental shall, in its sole discretion, determine whether any reimbursement to an insurance company or other organization is warranted under these coordination of benefits provisions, and any such reimbursement paid shall be deemed to be Benefits under this Contract. Delta Dental shall have the right to recover from a Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses, the amount of any Benefits paid by Delta Dental which exceed its obligations under these coordination of benefit provisions.

## ARTICLE 6. ENROLLEE COMPLAINT PROCEDURE

- 6.01 Delta Dental shall provide notification if any dental services or claims are denied, in whole or in part, stating the specific reason or reasons for the denial. If an Enrollee has any complaint regarding eligibility, the denial of dental services or claims, the policies, procedures or operations of Delta Dental, or the quality of dental services performed by a Contract Dentist, he or she may call Delta Dental's Customer Service department at 800-422-4234, or the complaint may be addressed in writing to:

Quality Management Department  
P.O. Box 6050  
Artesia, CA 90702

Written communication must include 1) the name of the patient, 2) the name, address, telephone number and identification number of the Primary Enrollee, 3) the name of the Applicant and 4) the Dentist's name and facility location.

- 6.02 For complaints involving an adverse benefit determination (e.g. a denial, modification or termination of a requested benefit or claim) the Enrollee must file a request for review (a complaint) with Delta Dental at least 180 days after receipt of the adverse determination. Delta Dental's review will take into account all information, regardless of whether such information was submitted or considered initially. The review shall be conducted by a person who is neither the individual who made the original benefit determination, nor the subordinate of such individual. Upon request and free of charge, Delta Dental will provide the Enrollee with copies of any pertinent documents that are relevant to the benefit determination, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in making the benefit determination. If the review of a 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, Delta Dental shall consult with a Dentist who has appropriate training and experience. If any consulting Dentist is involved in the review, the identity of such consulting Dentist will be available upon request.
- 6.03 Within five calendar days of the receipt of any complaint, including adverse benefit determinations as described above, the quality management coordinator will forward to the complainant an acknowledgment of receipt of the complaint. Certain complaints may require that the complainant be referred to a regional dental consultant for clinical evaluation of the dental services provided. Delta Dental will forward to the complainant a determination, in writing, within 30 days of receipt of a complaint. If the complaint involves severe pain and/or imminent and serious threat to a patient's dental health, Delta Dental will provide the Enrollee written notification regarding the disposition or pending status of the complaint within three days.
- 6.04 If the Enrollee has completed Delta Dental's grievance process, or he or she has been involved in Delta Dental's grievance procedure for more than 30 days, he or she may file a complaint with the California Department of Managed Health Care. 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 dental health.

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **800-422-4234** and use your health plan'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 you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for 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 (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech

impaired. The Department's Internet Web site <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 is offered pursuant to a contract with a health plan providing medical, surgical or hospital services.

- 6.05 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 Labor, 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, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

## ARTICLE 7. GENERAL PROVISIONS

- 7.01 The Contract, the Contract application, and any attached schedules, appendices, endorsements and riders, constitute the entire agreement between Delta Dental and Applicant. No agent has authority to amend this Contract or waive any of its provisions. No amendment to this Contract shall be valid unless approved by an executive officer of Delta Dental and evidenced by endorsements.
- 7.02 If any portion of this Contract or any amendment thereof shall be determined by any arbitrator, court or other competent authority to be illegal, void or unenforceable, such determination shall not abrogate this Contract or any portion thereof other than such portion determined to be illegal, void or unenforceable, and all other portions of this Contract shall remain in full force and effect.
- 7.03 The parties agree that all questions regarding interpretation or enforcement of this Contract shall be governed by the laws of the State of California, where the Contract is entered into and is to be performed. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and of Chapter 1 of Division 1, of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by either of the above shall bind Delta Dental whether or not provided in this Contract.
- 7.04 Unless this task has been delegated to the Applicant or a third party, Delta Dental will issue to each Primary Enrollee an evidence of coverage summarizing the Benefits to which each Enrollee is entitled. If any amendment to this Contract shall materially affect any provisions described in such evidence of coverage, new evidence of coverage booklets or riders showing the change shall be issued. Any direct conflict between the evidence of coverage and this Contract shall be resolved according to the terms most favorable to the Enrollee.
- 7.05 Both parties to this Contract agree to consult to the extent reasonably practical concerning all material published or distributed relating to this Contract. No such material shall be published or distributed which is contrary to the terms of this Contract.
- 7.06 Applicant shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. Applicant may change its representative at any time on 30 days notice to Delta Dental. Any notice under this Contract shall be sufficient if given by either Applicant or Delta Dental to the other addressed as stated on the Application of this Contract, and shall be effective 48 hours after deposit in the United States mail with postage fully prepaid. Any notice required from Delta Dental to any Enrollee may be given to Applicant's representative, who shall disseminate such notice to Enrollees by next regular communication but in no event later than 30 days after receipt thereof.
- 7.07 Delta Dental shall be excused from performance under this Contract for any period and to the extent that it is prevented from performing any services in whole or in part as a result of an act of God, war, civil disturbance, court order, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions.
- 7.08 Both parties to this Contract shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security, and privacy of individually identifiable Enrollee information. Both parties agree that this Contract may be amended as necessary to comply with 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.

## ARTICLE 8. TERMINATION AND RENEWAL

- 8.01 This Contract may be terminated by Delta Dental upon Applicant's failure a) to furnish Delta Dental with the names of eligible Enrollees as required by *Article 2*, or b) to pay Premiums in the amount and manner required by *Article 3*, provided Applicant has been notified of such failure and at least 15 days have elapsed since such notification.
- 8.02 Delta Dental may terminate this Contract upon 30 days written notice in the event the minimum enrollment of five Primary Enrollees is not maintained in three consecutive months at any time during a Contract Term.
- 8.03 In the event of termination of this Contract, Applicant will promptly mail a legible, true copy of termination to each Enrollee at least 15 days prior to the effective date of termination. Applicant shall provide Delta Dental with proof of such mailing and the date thereof. Termination will not occur unless the Applicant has mailed this notice at least 15 days prior to the termination date.
- 8.04 Termination at the end of a Contract Term, for any reason, shall be by at least 60 days advance written notice of termination by certified mail given by the party desiring to terminate to the other party.

In the event that Delta Dental shall desire to change Premiums or Benefits effective at the end of any Contract Term, advice of such changes will be given to Applicant upon at least 60 days written notice. Such notice shall renew the Contract for another Contract Term at the rates and with the coverage as stated in the notice unless Applicant provides written notification to Delta Dental by certified mail on or before the date stated in the notice that Applicant does not choose to renew.

- 8.05 Acceptance by Delta Dental of the proper Premiums after termination of this Contract and without requiring a new application, shall reinstate this Contract as though it had never terminated, unless Delta Dental shall, within 20 business days of receipt of such payment, either 1) refuse the payment so made, or 2) issue to Applicant a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from this terminated Contract in Benefits, coverage or otherwise.



## ARTICLE 9. OPTIONAL CONTINUATION OF COVERAGE (COBRA)

9.01 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.

### 9.02 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.

### 9.03 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence of 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 11, 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.

#### 9.04 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 employer 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.

#### 9.05 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.

#### 9.06 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.

#### 9.07 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.

#### 9.08 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 DeltaCare USA Program had such Program with the former employer not terminated. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of Premium to, the new group benefit plan within 30 days of receiving notice of the termination of the DeltaCare USA Program.

#### 9.09 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 DeltaCare USA Program.

## ARTICLE 10. ATTACHMENTS

The following schedules are a part of this Contract:

Schedule A - Description of Benefits and Copayments

Schedule B - Limitations and Exclusions of Benefits

Schedule C - Group Variables and Premiums

Appendix A – Group Numbers

## Exclusions of Benefits

1. Any procedure that is not specifically listed under *Schedule A, Description of Benefits and Copayments*.
2. Any procedure that has poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures, or is inconsistent with generally accepted standards for dentistry.
3. Services solely for cosmetic purposes, with the exception of procedure D9975, (External bleaching for home application, per arch) or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel, except for the treatment of newborn children with congenital defects or birth abnormalities.
4. Porcelain crowns, porcelain fused to metal or resin with metal type crowns and fixed partial dentures (bridges) for children under 16 years of age.
5. Lost, stolen or broken appliances including, but not limited to, full or partial dentures, space maintainers, crowns, fixed partial dentures (bridges) and orthodontic appliances.
6. Procedures, appliances or restorations if the purpose is to change vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, or to diagnose or treat abnormal conditions of the temporomandibular joint (TMJ), with the exception of procedures D9951 and D9952 as shown on Schedule A.
7. Precious metal for removable appliances, metallic or permanent soft bases for complete dentures, porcelain denture teeth, precision abutments for removable partials or fixed partial dentures (overlays, implants, and appliances associated therewith) and personalization and characterization of complete and partial dentures.
8. Implant-supported dental appliances and attachments, implant placement, maintenance, removal and all other services associated with a dental implant.
9. Consultations or other diagnostic services for non-covered benefits.
10. Dental services received from any dental facility other than the assigned Contract Dentist, or an authorized dental specialist (oral surgeon, endodontist, periodontist, pediatric dentist or Contract Orthodontist) except for Emergency Services as described in the Contract and/or Evidence of Coverage.
11. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility.
12. Prescription and over-the-counter drugs.
13. Dental expenses incurred in connection with any dental procedure started before the Enrollee's eligibility with the DeltaCare USA Program. Examples include: teeth prepared for crowns, root canals in progress, full or partial dentures for which an impression has been taken and orthodontics unless qualified for the orthodontic treatment in progress provision.

SCHEDULE A  
DESCRIPTION OF BENEFITS AND COPAYMENTS

REFER TO APPENDED SCHEDULES

SCHEDULE B  
LIMITATIONS AND EXCLUSIONS OF BENEFITS

REFER TO APPENDED SCHEDULES

## SCHEDULE A

### Description of Benefits and Copayments

The benefits shown below are performed as deemed appropriate by the attending Contract Dentist subject to the limitations and exclusions of the program. Please refer to *Schedule B* for further clarification of benefits. **Enrollees should discuss all treatment options with their Contract Dentist prior to services being rendered.**

**Text that appears in italics below is specifically intended to clarify the delivery of benefits under the DeltaCare USA program and is not to be interpreted as CDT-2013 procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association. The American Dental Association may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>ENROLLEE PAYS</u>
<b>D0100-D0999 I. DIAGNOSTIC</b>		
D0120	Periodic oral evaluation - established patient .....	No Cost
D0140	Limited oral evaluation - problem focused .....	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver .....	No Cost
D0150	Comprehensive oral evaluation - new or established patient .....	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report .....	No Cost
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit) .....	No Cost
D0180	Comprehensive periodontal evaluation - new or established patient .....	No Cost
D0190	Screening of a patient .....	No Cost
D0191	Assessment of a patient .....	No Cost
D0210	Intraoral - complete series of radiographic images - <i>limited to 1 series every 24 months</i> .....	No Cost
D0220	Intraoral - periapical first film radiographic image .....	No Cost
D0230	Intraoral - periapical each additional radiographic image .....	No Cost
D0240	Intraoral - occlusal radiographic image .....	No Cost
D0250	Extraoral - first radiographic image .....	No Cost
D0260	Extraoral - each additional radiographic image .....	No Cost
D0270	Bitewing - single radiographic image .....	No Cost
D0272	Bitewings - two radiographic images .....	No Cost
D0273	Bitewings three radiographic images .....	No Cost
D0274	Bitewings - four radiographic images - <i>limited to 1 series every 6 months</i> .....	No Cost
D0277	Vertical bitewings - 7 to 8 radiographic images .....	No Cost
D0330	Panoramic radiographic image .....	No Cost
D0415	Collection of microorganisms for culture and sensitivity .....	No Cost
D0425	Caries susceptibility tests .....	No Cost
D0460	Pulp vitality tests .....	No Cost
D0470	Diagnostic casts .....	No Cost
D0472	Accession of tissue, gross examination, preparation and transmission of written report - <i>available only when performed in conjunction with a covered biopsy</i> .....	No Cost



D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report - <i>available only when performed in conjunction with a covered biopsy</i> .....	No Cost
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report - <i>available only when performed in conjunction with a covered biopsy</i> .....	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i> .....	No Cost

#### D1000-D1999 II. PREVENTIVE

D1110	Prophylaxis <i>cleaning</i> - adult - <i>1 per 6 month period</i> .....	No Cost
D1110	<i>Additional prophylaxis cleaning</i> - adult ( <i>within the 6 month period</i> ) .....	\$45.00
D1120	Prophylaxis <i>cleaning</i> - child - <i>1 per 6 month period</i> .....	No Cost
D1120	<i>Additional prophylaxis cleaning</i> - child ( <i>within the 6 month period</i> ) .....	\$35.00
D1206	Topical application of fluoride varnish - <i>1 per 6 month period</i> .....	No Cost
D1208	Topical application of fluoride - <i>1 per 6 month period</i> .....	No Cost
D1310	Nutritional counseling for control of dental disease .....	No Cost
D1320	Tobacco counseling for the control and prevention of oral disease .....	No Cost
D1330	Oral hygiene instructions .....	No Cost
D1351	Sealant - per tooth - <i>limited to permanent molars through age 15</i> .....	No Cost
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth - <i>limited to permanent molars through age 15</i> .....	No Cost
D1510	Space maintainer - fixed - unilateral .....	No Cost
D1515	Space maintainer - fixed - bilateral .....	No Cost
D1520	Space maintainer - removable - unilateral .....	No Cost
D1525	Space maintainer - removable - bilateral .....	No Cost
D1550	Re-cementation of space maintainer .....	No Cost
D1555	Removal of fixed space maintainer .....	No Cost

#### D2000-D2999 III. RESTORATIVE

- Includes polishing, all adhesives and bonding agents, indirect pulp capping, bases, liners and acid etch procedures.

- When there are more than six crowns in the same treatment plan, an Enrollee may be charged an additional \$125.00 per crown, beyond the 6th unit.

- Replacement of crowns, inlays and onlays requires the existing restoration to be 5+ years old.

\* Name brand, laboratory processed or in-office processed crowns/pontics produced through specialized technique or materials are material upgrades. The Contract Dentist may charge an additional fee not to exceed \$325.00 in addition to the listed Copayment. Refer to Limitation of Benefits #4 for additional information.

D2140	Amalgam - one surface, primary or permanent .....	No Cost
D2150	Amalgam - two surfaces, primary or permanent .....	No Cost
D2160	Amalgam - three surfaces, primary or permanent .....	No Cost
D2161	Amalgam - four or more surfaces, primary or permanent .....	No Cost
D2330	Resin-based composite - one surface, anterior .....	No Cost
D2331	Resin-based composite - two surfaces, anterior .....	No Cost
D2332	Resin-based composite - three surfaces, anterior .....	No Cost
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior) .	No Cost
D2390	Resin-based composite crown, anterior .....	No Cost
D2391	Resin-based composite - one surface, posterior .....	\$25.00
D2392	Resin-based composite - two surfaces, posterior .....	\$30.00
D2393	Resin-based composite - three surfaces, posterior .....	\$35.00
D2394	Resin-based composite - four or more surfaces, posterior .....	\$40.00
D2510	Inlay - metallic - one surface .....	No Cost

D2520	Inlay - metallic - two surfaces .....	No Cost
D2530	Inlay - metallic - three or more surfaces .....	No Cost
D2542	Onlay - metallic - two surfaces .....	No Cost
D2543	Onlay - metallic - three surfaces .....	No Cost
D2544	Onlay - metallic - four or more surfaces .....	No Cost
D2610	Inlay - porcelain/ceramic - one surface* .....	\$50.00
D2620	Inlay - porcelain/ceramic - two surfaces* .....	\$60.00
D2630	Inlay - porcelain/ceramic - three or more surfaces* .....	\$65.00
D2642	Onlay - porcelain/ceramic - two surfaces* .....	\$55.00
D2643	Onlay - porcelain/ceramic - three surfaces* .....	\$65.00
D2644	Onlay - porcelain/ceramic - four or more surfaces* .....	\$70.00
D2650	Inlay - resin-based composite - one surface .....	\$15.00
D2651	Inlay - resin-based composite - two surfaces .....	\$20.00
D2652	Inlay - resin-based composite - three or more surfaces .....	\$30.00
D2662	Onlay - resin-based composite - two surfaces .....	\$25.00
D2663	Onlay - resin-based composite - three surfaces .....	\$35.00
D2664	Onlay - resin-based composite - four or more surfaces .....	\$50.00
D2710	Crown - resin-based composite (indirect) .....	No Cost
D2712	Crown - ¾ resin-based composite (indirect) .....	No Cost
D2720	Crown - resin with high noble metal .....	\$30.00
D2721	Crown - resin with predominantly base metal .....	\$15.00
D2722	Crown - resin with noble metal .....	\$20.00
D2740	Crown - porcelain/ceramic substrate* .....	\$85.00
D2750	Crown - porcelain fused to high noble metal* .....	\$70.00
D2751	Crown - porcelain fused to predominantly base metal .....	\$55.00
D2752	Crown - porcelain fused to noble metal .....	\$60.00
D2780	Crown - ¾ cast high noble metal .....	\$70.00
D2781	Crown - ¾ cast predominantly base metal .....	\$55.00
D2782	Crown - ¾ cast noble metal .....	\$60.00
D2783	Crown - ¾ porcelain/ceramic* .....	\$70.00
D2790	Crown - full cast high noble metal .....	\$70.00
D2791	Crown - full cast predominantly base metal .....	\$55.00
D2792	Crown - full cast noble metal .....	\$60.00
D2794	Crown - titanium .....	\$70.00
D2910	Recement inlay, onlay or partial coverage restoration .....	No Cost
D2915	Recement cast or prefabricated post and core .....	No Cost
D2920	Recement crown .....	No Cost
D2929	Prefabricated porcelain/ceramic crown - primary tooth - <i>anterior primary tooth</i> .....	No Cost
D2930	Prefabricated stainless steel crown - primary tooth .....	No Cost
D2931	Prefabricated stainless steel crown - permanent tooth .....	No Cost
D2932	Prefabricated resin crown - <i>anterior primary tooth</i> .....	No Cost
D2933	Prefabricated stainless steel crown with resin window - <i>anterior primary tooth</i> .....	No Cost
D2940	Protective restoration .....	No Cost
D2950	Core buildup, including any pins .....	No Cost
D2951	Pin retention - per tooth, in addition to restoration .....	No Cost
D2952	Post and core in addition to crown, indirectly fabricated - <i>includes canal preparation</i> .....	No Cost
D2953	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i> .....	No Cost
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i> .....	No Cost
D2955	Post removal .....	No Cost
D2957	Each additional prefabricated post - same tooth - <i>base metal post; includes canal preparation</i> .....	No Cost

D2960	Labial veneer (resin laminate) - chairside - <i>limited to replacement of significant tooth structure loss due to caries or fracture</i> .....	\$245.00
D2961	Labial veneer (resin laminate) - laboratory - <i>limited to replacement of significant tooth structure loss due to caries or fracture</i> .....	\$295.00
D2962	Labial veneer (porcelain laminate) - laboratory - <i>limited to replacement of significant tooth structure loss due to caries or fracture</i> .....	\$345.00
D2970	Temporary crown (fractured tooth) - <i>palliative treatment only</i> .....	No Cost
D2971	Additional procedures to construct new crown under existing partial denture framework .....	\$14.00
D2980	Crown repair necessitated by restorative material failure .....	No Cost
D2981	Inlay repair necessitated by restorative material failure .....	No Cost
D2982	Onlay repair necessitated by restorative material failure .....	No Cost
D2990	Resin infiltration of incipient smooth surface lesions - <i>limited to permanent molars through age 15</i> .....	No Cost

**D3000-D3999 IV. ENDODONTICS**

D3110	Pulp cap - direct (excluding final restoration) .....	No Cost
D3120	Pulp cap - indirect (excluding final restoration) .....	No Cost
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament .....	No Cost
D3221	Pulpal debridement, primary and permanent teeth .....	No Cost
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development .....	No Cost
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration) .....	No Cost
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration) .....	No Cost
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration) .....	\$20.00
D3320	<i>Root canal</i> - endodontic therapy, bicuspid tooth (excluding final restoration) .....	\$40.00
D3330	<i>Root canal</i> - endodontic therapy, molar (excluding final restoration) .....	\$60.00
D3331	Treatment of root canal obstruction; non-surgical access .....	\$40.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth .....	\$40.00
D3333	Internal root repair of perforation defects .....	\$40.00
D3346	Retreatment of previous root canal therapy - anterior .....	\$35.00
D3347	Retreatment of previous root canal therapy - bicuspid .....	\$50.00
D3348	Retreatment of previous root canal therapy - molar .....	\$95.00
D3351	Apexification/recalcification/pulpal regeneration - initial visit (apical closure/ calcific repair of perforations, root resorption, pulp space disinfection, etc.) .....	\$55.00
D3352	Apexification/recalcification/pulpal regeneration - interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.) .....	\$45.00
D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.) .....	\$45.00
D3410	Apicoectomy/periradicular surgery - anterior .....	No Cost
D3421	Apicoectomy/periradicular surgery - bicuspid (first root) .....	No Cost
D3425	Apicoectomy/periradicular surgery - molar (first root) .....	No Cost
D3426	Apicoectomy/periradicular surgery (each additional root) .....	No Cost
D3430	Retrograde filling - per root .....	No Cost
D3450	Root amputation, per root .....	No Cost
D3920	Hemisection (including any root removal), not including root canal therapy .....	No Cost

## D4000-D4999 V. PERIODONTICS

- Includes preoperative and postoperative evaluations and treatment under a local anesthetic.

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant .....	No Cost
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant .....	No Cost
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth .	No Cost
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant .....	No Cost
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant .....	No Cost
D4245	Apically positioned flap .....	\$45.00
D4249	Clinical crown lengthening - hard tissue .....	\$45.00
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant .....	\$75.00
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant .....	\$60.00
D4263	Bone replacement graft - first site in quadrant .....	\$125.00
D4264	Bone replacement graft - each additional site in quadrant .....	\$45.00
D4266	Guided tissue regeneration - resorbable barrier, per site .....	\$100.00
D4267	Guided tissue regeneration - nonresorbable barrier, per site (includes membrane removal) .....	\$140.00
D4270	Pedicle soft tissue graft procedure .....	\$125.00
D4273	Subepithelial connective tissue graft procedures, per tooth .....	\$75.00
D4274	Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area) .....	No Cost
D4275	Soft tissue allograft .....	\$115.00
D4277	Free soft tissue graft procedure (including donor site surgery), first tooth or edentulous tooth position in graft .....	\$125.00
D4278	Free soft tissue graft procedure (including donor site surgery), each additional contiguous tooth or edentulous tooth position in same graft site .....	\$125.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i> .....	No Cost
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i> .....	No Cost
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis - <i>limited to 1 treatment in any 12 consecutive months</i> .....	No Cost
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth - <i>for each of the first two teeth treated within a quadrant following root planing or periodontal maintenance</i> .....	\$60.00
D4381	<i>Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth - for an additional tooth treated in the same quadrant following root planing or periodontal maintenance</i> .....	No Cost
D4910	Periodontal maintenance - <i>limited to 1 treatment each 6 month period</i> .....	No Cost
D4910	<i>Additional periodontal maintenance (within the 6 month period)</i> .....	\$55.00

## D5000-D5899 VI. PROSTHODONTICS (removable)

- For all listed dentures and partial dentures, Copayment includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement. The Enrollee must continue to be eligible,

and the service must be provided at the Contract Dentist's facility where the denture was originally delivered.

- Rebases, relines and tissue conditioning are limited to 1 per denture during any 12 consecutive months.
- Replacement of a denture or a partial denture requires the existing denture to be 5+ years old.

D5110	Complete denture - maxillary .....	\$75.00
D5120	Complete denture - mandibular .....	\$75.00
D5130	Immediate denture - maxillary .....	\$85.00
D5140	Immediate denture - mandibular .....	\$85.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth) .....	\$80.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth) .....	\$80.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) .....	\$95.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) .....	\$95.00
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth) .....	\$195.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth) .....	\$195.00
D5281	Removable unilateral partial denture - one piece cast metal (including clasps and teeth) .....	\$80.00
D5410	Adjust complete denture - maxillary .....	No Cost
D5411	Adjust complete denture - mandibular .....	No Cost
D5421	Adjust partial denture - maxillary .....	No Cost
D5422	Adjust partial denture - mandibular .....	No Cost
D5510	Repair broken complete denture base .....	No Cost
D5520	Replace missing or broken teeth - complete denture (each tooth) .....	No Cost
D5610	Repair resin denture base .....	No Cost
D5620	Repair cast framework .....	No Cost
D5630	Repair or replace broken clasp .....	No Cost
D5640	Replace broken teeth - per tooth .....	No Cost
D5650	Add tooth to existing partial denture .....	No Cost
D5660	Add clasp to existing partial denture .....	No Cost
D5670	Replace all teeth and acrylic on cast metal framework (maxillary) .....	\$65.00
D5671	Replace all teeth and acrylic on cast metal framework (mandibular) .....	\$65.00
D5710	Rebase complete maxillary denture .....	\$30.00
D5711	Rebase complete mandibular denture .....	\$30.00
D5720	Rebase maxillary partial denture .....	\$30.00
D5721	Rebase mandibular partial denture .....	\$30.00
D5730	Reline complete maxillary denture (chairside) .....	No Cost
D5731	Reline complete mandibular denture (chairside) .....	No Cost
D5740	Reline maxillary partial denture (chairside) .....	No Cost
D5741	Reline mandibular partial denture (chairside) .....	No Cost
D5750	Reline complete maxillary denture (laboratory) .....	\$25.00
D5751	Reline complete mandibular denture (laboratory) .....	\$25.00
D5760	Reline maxillary partial denture (laboratory) .....	\$25.00
D5761	Reline mandibular partial denture (laboratory) .....	\$25.00
D5820	Interim partial denture (maxillary) - <i>limited to 1 in any 12 consecutive months</i> .....	No Cost
D5821	Interim partial denture (mandibular) - <i>limited to 1 in any 12 consecutive months</i> .....	No Cost
D5850	Tissue conditioning, maxillary .....	No Cost
D5851	Tissue conditioning, mandibular .....	No Cost

**D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered**

**D6000-D6199 VIII. IMPLANT SERVICES - Not Covered**

**D6200-D6999 IX. PROSTHODONTICS, fixed (each retainer and each pontic constitutes a unit in a fixed partial denture [bridge])**

- When a crown and/or pontic exceeds six units in the same treatment plan, an Enrollee may be charged an additional \$125.00 per unit, beyond the 6th unit.

- Replacement of a crown, pontic, inlay, onlay or stress breaker requires the existing bridge to be 5+ years old.

\* Name brand, laboratory processed or in-office processed crowns/pontics produced through specialized technique or materials are material upgrades. The Contract Dentist may charge an additional fee not to exceed \$325.00 in addition to the listed Copayment. Refer to Limitation of Benefits #4 for additional information.

D6205	Pontic - indirect resin based composite .....	\$30.00
D6210	Pontic - cast high noble metal .....	\$70.00
D6211	Pontic - cast predominantly base metal .....	\$55.00
D6212	Pontic - cast noble metal .....	\$60.00
D6214	Pontic - titanium .....	\$70.00
D6240	Pontic - porcelain fused to high noble metal* .....	\$70.00
D6241	Pontic - porcelain fused to predominantly base metal .....	\$55.00
D6242	Pontic - porcelain fused to noble metal .....	\$60.00
D6245	Pontic - porcelain/ceramic* .....	\$70.00
D6250	Pontic - resin with high noble metal .....	\$30.00
D6251	Pontic - resin with predominantly base metal .....	\$15.00
D6252	Pontic - resin with noble metal .....	\$20.00
D6600	Inlay - porcelain/ceramic, two surfaces .....	\$60.00
D6601	Inlay - porcelain/ceramic, three or more surfaces .....	\$65.00
D6602	Inlay - cast high noble metal, two surfaces .....	\$70.00
D6603	Inlay - cast high noble metal, three or more surfaces .....	\$70.00
D6604	Inlay - cast predominantly base metal, two surfaces .....	No Cost
D6605	Inlay - cast predominantly base metal, three or more surfaces .....	No Cost
D6606	Inlay - cast noble metal, two surfaces .....	\$60.00
D6607	Inlay - cast noble metal, three or more surfaces .....	\$60.00
D6608	Onlay - porcelain/ceramic, two surfaces .....	\$55.00
D6609	Onlay - porcelain/ceramic, three or more surfaces .....	\$65.00
D6610	Onlay - cast high noble metal, two surfaces .....	\$70.00
D6611	Onlay - cast high noble metal, three or more surfaces .....	\$70.00
D6612	Onlay - cast predominantly base metal, two surfaces .....	No Cost
D6613	Onlay - cast predominantly base metal, three or more surfaces .....	No Cost
D6614	Onlay - cast noble metal, two surfaces .....	\$60.00
D6615	Onlay - cast noble metal, three or more surfaces .....	\$60.00
D6710	Crown - indirect resin based composite .....	\$30.00
D6720	Crown - resin with high noble metal .....	\$30.00
D6721	Crown - resin with predominantly base metal .....	\$15.00
D6722	Crown - resin with noble metal .....	\$20.00
D6740	Crown - porcelain/ceramic* .....	\$70.00
D6750	Crown - porcelain fused to high noble metal* .....	\$70.00
D6751	Crown - porcelain fused to predominantly base metal .....	\$55.00
D6752	Crown - porcelain fused to noble metal .....	\$60.00

D6780	Crown - ¾ cast high noble metal .....	\$70.00
D6781	Crown - ¾ cast predominantly base metal .....	\$55.00
D6782	Crown - ¾ cast noble metal .....	\$60.00
D6783	Crown - ¾ porcelain/ceramic* .....	\$70.00
D6790	Crown - full cast high noble metal .....	\$70.00
D6791	Crown - full cast predominantly base metal .....	\$50.00
D6792	Crown - full cast noble metal .....	\$60.00
D6794	Crown - titanium .....	\$70.00
D6930	Recement fixed partial denture .....	No Cost
D6940	Stress breaker .....	No Cost
D6980	Fixed partial denture repair necessitated by restorative material failure .....	No Cost

**D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY**

- Includes preoperative and postoperative evaluations and treatment under a local anesthetic.

D7111	Extraction, coronal remnants - deciduous tooth .....	No Cost
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal) .....	No Cost
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated .....	\$10.00
D7220	Removal of impacted tooth - soft tissue .....	\$15.00
D7230	Removal of impacted tooth - partially bony .....	\$25.00
D7240	Removal of impacted tooth - completely bony .....	\$35.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications .....	\$50.00
D7250	Surgical removal of residual tooth roots (cutting procedure) .....	No Cost
D7251	Coronectomy - intentional partial tooth removal .....	\$50.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth .....	\$35.00
D7280	Surgical access of an unerupted tooth .....	\$25.00
D7282	Mobilization of erupted or malpositioned tooth to aid eruption .....	\$25.00
D7283	Placement of device to facilitate eruption of impacted tooth .....	No Cost
D7286	Biopsy of oral tissue - soft - <i>does not include pathology laboratory procedures</i> .....	No Cost
D7310	Alveoplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant .....	No Cost
D7311	Alveoplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant .....	No Cost
D7320	Alveoplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant .....	No Cost
D7321	Alveoplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant .....	No Cost
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm .....	No Cost
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm .....	No Cost
D7471	Removal of lateral exostosis (maxilla or mandible) .....	No Cost
D7472	Removal of torus palatinus .....	No Cost
D7473	Removal of torus mandibularis .....	No Cost
D7510	Incision and drainage of abscess - intraoral soft tissue .....	No Cost
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure .....	No Cost
D7970	Excision of hyperplastic tissue - per arch .....	No Cost
D7971	Excision of pericoronal gingiva .....	No Cost

**D8000-D8999 XI. ORTHODONTICS**

- The listed Copayment for each phase of orthodontic treatment (limited, interceptive or comprehensive) covers up to 24 months of active treatment. Beyond 24 months, an additional monthly fee, not to exceed \$125.00, may apply.

- The Retention Copayment includes adjustments and/or office visits up to 24 months.

**Pre and post orthodontic records include:**

	<i>The benefit for pre-treatment records and diagnostic services includes:</i> .....	\$200.00
D0210	Intraoral - complete series of radiographic images	
D0322	Tomographic survey	
D0330	Panoramic radiographic image	
D0340	Cephalometric radiographic image	
D0350	Oral/facial photographic images	
D0470	Diagnostic casts	
	 <i>The benefit for post-treatment records includes:</i> .....	 \$70.00
D0210	Intraoral - complete series of radiographic images	
D0470	Diagnostic casts	
D8010	Limited orthodontic treatment of the primary dentition .....	\$725.00
D8020	Limited orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i> .....	\$725.00
D8030	Limited orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i> .....	\$725.00
D8040	Limited orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i> .....	\$925.00
D8050	Interceptive orthodontic treatment of the primary dentition .....	\$725.00
D8060	Interceptive orthodontic treatment of the transitional dentition .....	\$725.00
D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i> .....	\$1,700.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i> .....	\$1,700.00
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i> .....	\$1,900.00
D8660	Pre-orthodontic treatment visit .....	\$25.00
D8670	Periodic orthodontic treatment visit (as part of contract)- <i>included in comprehensive case fee</i> .....	No Cost
D8680	Orthodontic retention (removal of appliances, construction and placement of <i>removable retainers</i> ) .....	\$275.00
D8693	Rebonding or recementing; and/or repair, as required, of fixed retainers <i>-limited to 2 per 6 month period</i> .....	No Cost
D8999	Unspecified orthodontic procedure, by report - <i>includes treatment planning session</i>	\$100.00

**D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES**

D9110	Palliative (emergency) treatment of dental pain - minor procedure .....	No Cost
D9211	Regional block anesthesia .....	No Cost
D9212	Trigeminal division block anesthesia .....	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures .....	No Cost
D9220	Deep sedation/general anesthesia - first 30 minutes .....	\$165.00
D9221	Deep sedation/general anesthesia - each additional 15 minutes .....	\$80.00
D9241	Intravenous conscious sedation/analgesia - first 30 minutes .....	\$165.00
D9242	Intravenous conscious sedation/analgesia - each additional 15 minutes .....	\$80.00



D9310	Consultation - diagnostic services provided by dentist or physician other than requesting dentist or physician .....	No Cost
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed .....	No Cost
D9440	Office visit - after regularly scheduled hours .....	\$20.00
D9450	Case presentation, detailed and extensive treatment planning .....	No Cost
D9940	Occlusal guard, by report - <i>limited to 1 in 3 years</i> .....	\$75.00
D9951	Occlusal adjustment, limited .....	No Cost
D9952	Occlusal adjustment, complete .....	No Cost
D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays - <i>limited to one bleaching tray and gel for two weeks of self-treatment</i> .....	\$125.00
D9999	Unspecified adjunctive procedure, by report - <i>includes failed appointment without 24 hour notice - per 15 minutes of appointment time - up to an overall maximum of \$40.00</i> .....	\$10.00

If services for a listed procedure are performed by the assigned Contract Dentist, the Enrollee pays the specified Copayment. Listed procedures which require a Dentist to provide Specialist Services, and are referred by the assigned Contract Dentist, must be preauthorized in writing by Delta Dental. The Enrollee pays the Copayment specified for such services.

Procedures not listed above are not covered, however, may be available at the Contract Dentist's "filed fees." "Filed fees" mean the Contract Dentist's fees on file with Delta Dental. Questions regarding these fees should be directed to the Customer Service department at 800-422-4234.

## SCHEDULE B

### Limitations of Benefits

1. The frequency of certain Benefits is limited. All frequency limitations are listed in *Schedule A, Description of Benefits and Copayments*.
2. If the Enrollee accepts a treatment plan from the Contract Dentist that includes any combination of more than six crowns, bridge pontics and/or bridge retainers, the Enrollee may be charged an additional \$125.00 above the listed Copayment for each of these services after the sixth unit has been provided.
3. General anesthesia and/or intravenous sedation/analgesia is limited to treatment by a contracted oral surgeon and in conjunction with an approved referral for the removal of one or more partial or full bony impactions, (Procedures D7230, D7240, and D7241).
4. Contract Dentists may offer services that utilize brand or trade names at an additional fee. The Enrollee must be offered the plan benefits of a high quality laboratory processed crown/pontic that may include: porcelain/ceramic; porcelain with base, noble or high-noble metal. If the Enrollee chooses the alternative of a material upgrade (name brand laboratory processed or in-office processed crowns/pontics produced through specialized technique or materials, including but not limited to: Captek, Procera, Lava, Empress and Cerec) the Contract Dentist may charge an additional fee not to exceed \$325.00 in addition to the listed Copayment. Contact the Customer Service department at 800-422-4234 if you have questions regarding the additional fee or name brand services.
5. Benefits provided by a pediatric Dentist are limited to children through age seven following an attempt by the assigned Contract Dentist to treat the child and upon Authorization by Delta Dental, less applicable Copayments. The Plan will consider exceptions on an individual basis if a child has a physical or mental impairment, limitation or condition which substantially interferes with that child's ability to have Benefits provided by a Contract Dentist.
6. The cost to an Enrollee receiving orthodontic treatment whose coverage is cancelled or terminated for any reason will be based on the Contract Orthodontist's usual fee for the treatment plan. The Contract Orthodontist will prorate the amount for the number of months remaining to complete treatment. The Enrollee makes payment directly to the Contract Orthodontist as arranged.
7. Orthodontic treatment in progress is limited to new DeltaCare USA Enrollees who, at the time of their original effective date, are in active treatment started under their previous employer sponsored dental plan, as long as they continue to be eligible under the DeltaCare USA program. Active treatment means tooth movement has begun. Enrollees are responsible for all Copayments and fees subject to the provisions of their prior dental plan. Delta Dental is financially responsible only for amounts unpaid by the prior dental plan for qualifying orthodontic cases.

14. Changes in orthodontic treatment necessitated by accident of any kind.
15. Myofunctional and parafunctional appliances and/or therapies.
16. Composite or ceramic brackets, lingual adaptation of orthodontic bands, Invisalign and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
17. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.

SCHEDULE C

GROUP VARIABLES AND PREMIUMS

- A. Client Name: San Joaquin Valley Insurance Authority
- B. Group Number: See Appendix A
- C. Effective Date: See Appendix A
- D. Contract Term: 13 Months
- E. Eligible Present Employees: As defined by the Applicant.  
Eligible New Employees: As defined by the Applicant.
- F. Premiums:

Plan Type: CA42N

**Divisions 0001 & 0008 – BiWeekly**

California Primary Enrollee:	\$10.01
California Primary Enrollee Plus Spouse:	\$17.18
California Primary Enrollee Plus Child(ren):	\$17.30
California Primary Enrollee Plus Spouse Plus Child(ren):	\$24.93

**Divisions 0002 thru 0007 & 1001, 2002, 3003 & 4004 – Monthly**

California Primary Enrollee:	\$21.69
California Primary Enrollee Plus Spouse:	\$37.22
California Primary Enrollee Plus Child(ren):	\$37.48
California Primary Enrollee Plus Spouse Plus Child(ren):	\$54.01

- G. Remit Premium Payment to:  
Delta Dental of California  
Dept. #0170  
Los Angeles, CA 90084-0170

## APPENDIX A

<u>Group #</u>	<u>Group Name</u>	<u>Effective Date</u>
06744-0001	SJVIA - CO OF FRESNO ACTIVE	12/10/12
06744-0002	SJVIA - CO OF FRESNO RETIREE	01/01/13
06744-0003	SJVIA - CO OF FRESNO COBRA	12/10/12
06744-0005	SJVIA - CO OF FRESNO SURVIVOR	12/10/12
06744-0006	SJVIA - CO OF FRESNO FIRE DIST	12/10/12
06744-0007	SJVIA - CO OF FRESNO MOSQ DIST	12/10/12
06744-0008	SJVIA - CO OF FRESNO FMLA	12/10/12
06744-1001	SJVIA - CO OF TULARE ACTIVE	01/01/13
06744-2002	SJVIA - CO OF TULARE COBRA	01/01/13
06744-3003	SJVIA - CO OF TULARE RETIREE	01/01/13
06744-4004	SJVIA - CO OF TULARE SPEC DIST	01/01/13