

**26770**

**DELTA DENTAL PLAN**

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

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

**Group Number 3712**

IN CONSIDERATION of the application made by CITY OF LONG BEACH, referred to in this Contract as "the Contractholder," and IN CONSIDERATION of payments by the Contractholder as stated in Article 3, Delta agrees to provide the Benefits in Article 4 for a period of two years, beginning at 12:01 a.m., Standard Time, on the effective date, December 1, 2006, and continuing from year to year thereafter, unless this Contract is terminated in accordance with Article 9.

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

Appendix A    Orthodontic Benefit Rider  
Appendix B    Current Dental Terminology  
Appendix C    Global Eligibility Maintenance (GEM)

This Contract contains the following Articles:

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

## ARTICLE 1 - DEFINITIONS

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

- 1.1 **Benefits** - those dental services that are available under the terms of this Contract as set out in Article 4.
- 1.2 **Contract** - this agreement between Delta and the Contractholder including and the attached appendices. This Contract is the entire Contract between the parties.
- 1.3 **Contract Term** - the period beginning on December 1, 2006, and ending on November 30, 2008, applicable to divisions 0006 and 1001; and the period beginning February 1, 2007 and ending on January 31, 2009, applicable to divisions 0002, 0003 and 0004, and each subsequent yearly period during which this Contract remains in effect.
- 1.4 **Delta Dental PPO Dentist** - a Dentist with whom Delta has a written agreement to provide services at the in-network level for Enrollees in this Delta Dental PPO Plan.
- 1.5 **Delta Dental PPO Dentist's Fee** - the fee that a Delta Dental PPO Dentist has contractually agreed with Delta to accept for treating Enrollees under this plan, or the Fee Actually Charged, whichever is less, for a Single Procedure.
- 1.6 **Delta Dental PPO Dentist's Prevailing Fee** - the fee for a Single Procedure that satisfies the majority of Delta Dental PPO Dentists, as determined by Delta based upon confidential fee listing accepted by Delta from Delta Dental PPO Dentists.
- 1.7 **Delta Dentist** - a Dentist who has signed an agreement with Delta or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta or the Participating Plan.
- 1.8 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.
- 1.9 **Dependent** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.
- 1.10 **Eligibility Date** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract
- 1.11 **Enrollee** - a Primary Enrollee or a Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta receives the appropriate monthly payment as set out in Article 3.
- 1.12 **Fee Actually Charged** - the fee for a particular dental service or procedure which a Dentist submits to Delta on a claim form, less any portion of such fee which is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.
- 1.13 **Participating Plan** - Delta and any other member of the Delta Dental Plans Association with which Delta contracts to assist it in administering the Benefits of this Contract.

- 1.14 **Patient Co-payment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.
- 1.15 **Prevailing Fee** - an allowance determined by Delta and/or a Participating Plan for services provided by a dentist who is not a Delta Dentist.
- 1.16 **Primary Enrollee** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.
- 1.17 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.
- 1.18 **Single Procedure** - a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Common Dental Terminology (CDT). Many CDT codes are listed in Appendix B of this Contract.
- 1.19 For a Dentist who has signed a Delta Dentist Agreement with Delta Dental of California, his or her "Usual, Customary and Reasonable Fee" for any Single Procedure is the fee that the Dentist has filed with Delta and which Delta has accepted. For these Dentists, the words "Usual, Customary and Reasonable" means the following:

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

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

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

## **ARTICLE 2 - ELIGIBILITY**

- 2.1 All regular full-time employees hired on the first through the fourth day of the month will become Enrollees on the first day of the following month. All regular full-time employees hired after the fourth day of the month will become Enrollees on the first day of the month coincident with, or next following one month of continuous employment.

Part-time employees who become full-time employees do not have to satisfy an eligibility waiting period.

A surviving Dependent of a deceased Primary Enrollee is eligible to continue coverage under this plan.

- 2.2 Primary Enrollees on active military duty along with their Dependents have the option to continue coverage provided monthly payments continue to be paid to Delta.
- 2.3 City paid retirees will be reported as eligible in division 0002.

PERS retirees will be reported as eligible in division 0003.

Permanent self-pay retirees will be reported as eligible in division 0004.

COBRA enrollees will be reported as eligible in division 0006.

Active employees will be reported as eligible in sub-location 1001.

- 2.4 Dependents are the Primary Enrollee's legal spouse or domestic partner (as defined below) and unmarried dependent children from birth to age 19, or to 26 if enrolled as full-time students in an accredited school, college or university. Children include step-children, adopted children, children of domestic partners, children placed for adoption and foster children, provided they depend upon the employee for support and maintenance. The Dependents of Primary Enrollees become Dependents on the same date that the employee of whom they are a Dependent becomes a Primary Enrollee. Later-acquired Dependents become eligible Dependents as soon as they acquire Dependent status. Dependents who are hospitalized on the date of their eligibility shall become eligible on upon the discharge from the hospital.

A domestic partnership shall exist between two people (of same gender only) and each of them shall be the domestic partner of the other if they both complete, sign and file with the Human Resources Department of the Contractholder an Affidavit of Domestic Partnership. A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this Contract.

- 2.5 An unmarried child, 19 years old or older, may continue to be a Dependent even though not enrolled as a full-time student if they are incapable of self-support because of physical or mental incapacity, if that handicap or incapacity began before they reached age 19, and if they are chiefly dependent upon the Primary Enrollee for support and maintenance. Proof of such handicap or incapacity and dependency must be submitted within 31 days after request for such proof from either the Contractholder or Delta. Neither Delta nor the Contractholder will request such proof more frequently than annually after the child in question has reached age 21.
- 2.6 Dependents in military service are not eligible.
- 2.7 Every enrolled employee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta will not provide Benefits for any employee or his or her Dependents unless (1) the employee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payments are made as required by Article 3 of this Contract, for the months in which Delta provides covered dental services.
- 2.8 This Contract is entered into with the understanding that Primary Enrollees of the Contractholder have a choice between dental coverage under this Delta plan and one or more alternate plans. Primary Enrollees may exercise that choice as follows:
- (i) All Primary Enrollees will be enrolled under the Delta plan unless they elect an alternate plan by filing a choice card with the Contractholder.
  - (ii) Except for new employees, choice cards may be filed with the Contractholder only during the annual open enrollment period during the month of October for an effective date of December 1, applicable to divisions 0002, 0003 and 0004; and for an effective date of February 1, applicable to division 0006 and 1001.
  - (iii) New employees may file a choice card within 30 days of employment which shall be effective until the next open enrollment period.
- 2.9 The Contractholder will compile and furnish Delta with an initial report of all Primary Enrollees, showing their federally assigned Social Security numbers, their dates of hire and location codes. The initial report shall be provided to Delta or prior to the Effective Date of this Contract. The Contractholder also agrees to report all person electing continued coverage under Article 10, showing their federally assigned social security numbers and date of election.
- 2.10 The Contractholder may continue to submit subsequent eligibility reports monthly or may report only additions or deletions to the initial report. If the report is not updated by the Contractholder or has not arrived or been processed for the current month, Delta will extend the last report received to process claims. The extension of the eligibility report does not waive the requirement that the Contract holder provide an updated report to Delta each month indicating additions or deletions from any previous report. The Contractholder shall pay, as set forth in Article 3, dues applicable for Primary Enrollees reported in the updated report.

- 2.11 In the administration of this Agreement, Delta shall comply with the provision of the California Family Care Leave Act, Government Code 7297 et seq., the federal Family and Medical Leave Act of 1993, and the American With Disabilities Act of 1990, for purposes of defining the type of benefits and eligibility of employees, duration and scope of coverage, exclusions of defining duration and type of leave periods, scope and extent of employer and employee contributions, reinstatement rights, and other related issues as provided under this policy. However, such compliance, with these laws shall not mean that covered employees are entitled to accumulate benefits under these laws, but rather shall be entitled to the application of any one of the three aforementioned statutes that provides the maximum rights or Benefits. Delta shall defend, indemnify and hold the Contractholder, its officials, and employees harmless from and against any and all claims of failure to comply with or violation of any of the three above mentioned laws.
- 2.12 Active Primary Enrollees who have been absent from work due to strike, lay-off or leave of absence, and who return to work, will become eligible on the first day of the month following the return to work, provided that the absence does not exceed one year. Such Primary Enrollees shall be considered as reinstated Primary Enrollees with respect to the application of deductibles, maximum and waiting periods, in conjunction with the Contractholder's policy. Primary Enrollees shall have the right to self-pay and have no break in coverage for a period of one year. If an absence exceeds one year, then such Primary Enrollees, with the exception of Primary Enrollees in disability pending status, shall be considered newly-hired Primary Enrollees in every respect and must fulfill the eligibility requirements. Services provided during the period such Primary Enrollees were not eligible due to strike, lay-off or leave of absence shall not be covered by this Contract.
- 2.13 A Primary Enrollee absent from work due to a leave of absence governed by the "Uniformed Services Employment and Re-employment Rights Act of 1994" (P.L. 103-353) will not be subject to Section 2.12. Such Primary Enrollee shall have the right to continue coverage for up to 24 months while he or she is on military leave. If the Primary Enrollee elects this continued coverage, he or she must submit the dues necessary to the Contractholder.
- 2.14 A Primary Enrollee's eligibility ends on the last day of the month in which his or her full-time employment ends, unless he or she chooses to continue coverage under Article 10. A Dependent's eligibility ends along with the Primary Enrollee's, or sooner if the Dependent loses his or her dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

### **ARTICLE 3 – PAYMENTS**

- 3.1 The amount payable under this Contract, to be paid by the Contractholder to Delta, at the address shown on the cover of this Contract, shall be as follows:

The Contractholder agrees to pay to Delta, within three days after receiving each weekly accounting, the amount shown thereof, as the full amount of dentist's statements paid, plus \$6.97 per Primary Enrollee per month to compensate Delta for its administration of the dental plan provided hereby. Delta is maintaining a prefund amount of \$350,000.00.

Contractholder agrees to pay the invoiced amount. Eligibility adjustments reported to Delta after the date the invoice is prepared will be reflected on the subsequent month's invoice.

The amount payable for each person electing continued coverage as provided in Article 10 for himself or herself will be the same as those for a single Primary Enrollee. The amounts payable for a person who also elects continued coverage for his or her Dependents will be the same as those for a Primary Enrollee with the same number of Dependents.

The Contractholder agrees to bear the cost of such amounts payable without withholding or otherwise charging Primary Enrollees for coverage of themselves or their Dependents. However, the Contractholder may charge person electing continued coverage pursuant to Article 10 such amounts as are permitted by Title X of P.L. 99-272.

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

#### **ARTICLE 4 - BENEFITS PROVIDED; LIMITATIONS AND EXCLUSIONS**

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

4.2 **DIAGNOSTIC AND PREVENTIVE BENEFITS.** Delta agrees to pay 100% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Diagnostic and Preventive Benefits:

Diagnostic- oral examinations  
x-rays  
diagnostic casts  
examination of biopsied tissue  
palliative (emergency) treatment of dental pain  
specialist consultant

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

4.3 **BASIC BENEFITS.** Delta agrees to pay 80% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 80% of the Delta Dental PPO Dentist's Fee for the following Basic Benefits:

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

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

Endodontic- treatment of the tooth pulp

Periodontic- treatment of gums and bones supporting teeth

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

Adjunctive  
General

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



- 4.4 CROWNS, INLAYS, ONLAYS AND CAST RESTORATIONS BENEFITS. Delta agrees to pay 80% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 80% of the Delta Dental PPO Dentist's Fee for the treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, silicate or direct composite (resin) restorations.
- 4.5 PROSTHODONTIC BENEFITS. Delta agrees to pay 80% of the Dentist's Usual, Customary, and Reasonable fees or the Fee Actually Charged, whichever is less, or 80% of the Delta Dental PPO Dentist's Fee for the construction or repair of fixed bridges, partial or complete dentures.
- 4.6 ORTHODONTIC BENEFITS. Delta will provide Orthodontic Benefits in accordance with the Orthodontic Benefit Rider attached hereto as Appendix A.
- 4.7 DENTAL ACCIDENT BENEFITS. Delta shall pay or otherwise discharge 100% of the Dentist's Usual, Customary and Reasonable fees or of the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Dental Accident Benefits:

Services described under Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays, Cast Restorations, and Prosthodontic Benefits, and subject to all the conditions, limitations, and exclusions applicable thereto, when provided for conditions caused directly or independently of all other causes, by external, violent and accidental means.

4.8 **LIMITATIONS:**

- (a) An oral examination is a Benefit only twice in any calendar year while the patient is an Enrollee under any Delta plan.
- (b) Delta pays for full-mouth x-rays only after three years have elapsed since any prior set of full-mouth x-rays was provided under any Delta plan.
- (c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in any calendar year, while the patient is an Enrollee under any Delta plan.
- (d) Only the first two cleanings, fluoride treatments or Single Procedures which include cleaning, or combination thereof, provided to a patient in a calendar year while he or she is an Enrollee under any Delta plan are Benefits under this plan.
- (e) Sealant Benefits are limited to eligible dependent children under age 14. Sealant Benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations and with the occlusal surface intact. Sealant Benefits do not include the repair or replacement of a sealant on a tooth within three years of its application.

- (f) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while the patient is an Enrollee under any Delta plan, unless Delta determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
- (g) Prosthodontic appliances that were provided under any Delta plan, including but not limited to fixed bridges and partial or complete dentures, will be replaced only after five years have passed, unless Delta determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing appliance cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under a Delta plan will be made if it is unsatisfactory and cannot be made satisfactory.
- (h) Delta will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.
- (i) Implants (materials implanted into or on bone or soft tissue), or their removal, are not Benefits under this Contract. However, if implants are provided in association with a covered prosthodontic appliance, Delta will allow the cost of a standard complete or partial denture toward the cost of the implant procedures and prosthodontic appliances. If Delta makes an allowance toward the cost of such procedures, Delta will not pay for any replacement placed within five years thereafter.
- (j) If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta will pay the applicable percentage of the lesser fee and the patient is responsible for the remainder of the Dentist's fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.
- (k) Dental Accident Benefits shall be limited to services provided to an Enrollee within 180 days following the date of the accident, and shall not include any services for conditions caused by an accident occurring before the patient's eligibility date.

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

- (a) Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws.
- (b) Services which are provided to the Enrollee by any, Federal or State Government Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except as provided in California Health and Safety Code Section 1373(a).

- (c) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper or lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth).
- (d) Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.
- (e) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.
- (f) Prescribed or applied therapeutic drugs, premedication or analgesia.
- (g) Experimental procedures.
- (h) All hospital costs and any additional fees charged by the Dentist for hospital treatment.
- (i) Charges for anesthesia, other than general anesthesia administered by a licensed Dentist in connection with covered Oral Surgery services.
- (j) Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).
- (k) Implants (materials implanted into or on bone or soft tissue) or the repair or removal of implants or any treatment in conjunction with implants, except as provided under Limitations.
- (l) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.
- (m) Replacement of existing restorations for any purposes other than active tooth decay.
- (n) Intravenous sedation, occlusal guards and complete occlusal adjustment.

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

## ARTICLE 5 - DEDUCTIBLES & MAXIMUM AMOUNT

### 5.1 Applicable if services are provided by Delta Dental PPO Dentists:

There are **no** deductible requirements.

### Applicable if services are provided by non-Delta Dental PPO Dentists:

Each Enrollee must satisfy the first \$50.00 ("deductible amount") of fees for services that are Benefits received by an Enrollee during the term of this Contract and otherwise covered by this Contract. Such deductible amount will not exceed \$150.00 for all Enrollees in a single family, consisting of a Primary Enrollee and his or her Dependents, as defined. Delta will compute these fees based on the Dentist's Usual, Customary and Reasonable fees.

- 5.2 Such deductible amounts shall apply once each contract year or portion thereof during which the patient is continuously eligible under the Contract. The deductible does not apply to Diagnostic and Preventive or Dental Accident Benefits.
- 5.3 The maximum amount Delta will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations, Prosthodontic and Dental Accident Benefits provided to any Enrollee in a contract year is \$1,000.00, applicable if services are provided by non-Delta Dental PPO Dentists; and \$2,000.00 in a contract year, applicable if services are provided by Delta Dentist PPO Dentists.

## ARTICLE 6 - COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is "primary" under the rules described below, Delta will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta will provide Benefits under this plan only to the extent that the other plan does not fully provide the dental services.

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

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

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

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

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

- (b) The plan that covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan that covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a dependent child whose parents are separated or divorced as described in (c) below).
- (c) In the case of a dependent child whose parents are legally separated or divorced:
- (i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan that covers the child as a Dependent of the parent without custody.
  - (ii) If the parent with custody has remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan that covers the child as a Dependent of the step-parent, and the plan that covers the child as a Dependent of the step-parent is primary over the policy or plan that covers the child as a Dependent of the parent without custody.

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

## **ARTICLE 7 - CONDITIONS UNDER WHICH DELTA WILL PROVIDE BENEFITS**

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

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

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

A copy of Delta's formal policy on second opinions is available from Delta's Customer Service department, upon request.

- 7.6 For services provided by a Dentist who is not a Delta Dental PPO Dentist or a Delta Dentist, Delta will not pay more than the lesser of the fees entered on the claim reporting such services to Delta or the Prevailing Fee, multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim from the Enrollee, Delta will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim, reduced by the portion discounted, waived, rebated or not collected, or (2) the Prevailing Fee, reduced by the portion discounted, waived, rebated or not collected.
- 7.7 Delta will pay a Delta Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dentists provide that, in the event Delta fails to pay the Dentist, the Enrollee will not owe the dentist for any sums owed by Delta.
- 7.8 Delta will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the state of California. In the event Delta fails to pay the Dentist who has not contracted with Delta as a Delta Dentist, the Enrollee may be liable to the dentist for the cost of the service.
- 7.9 Delta is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.
- 7.10 Delta, with the assistance of Participating Plans, will give each Delta Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the patient's parent or guardian if such patient is a minor) must be submitted to Delta.
- 7.11 If an Enrollee has any questions about the services received from a Delta Dentist, Delta recommends that he or she first discuss the matter with the Dentist. If he or she continues to have concerns, the Enrollee may call or write Delta. Delta will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between the Enrollee and the group. If an Enrollee has any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta, or the quality of dental services performed by a Delta Dentist, he or she may call Delta toll-free at 1-800-765-6003, contact Delta on the Internet through the web site: [www.deltadentalca.org](http://www.deltadentalca.org) or write Delta at P. O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.



If an Enrollee's claim has been denied or modified, the Enrollee may file a request for review with Delta within 180 days after receipt of the denial or modification. Delta will treat the request for review as a grievance. If a request for review is not made within this 180-day period, the right to further review of the claim determination will be lost. If in writing, the correspondence must include the group name and number, the Primary Enrollee's name and social security number, the inquirer's telephone number and any additional information that would support the claim for benefits. The correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, Delta will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Delta'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 claim denial, nor the subordinate of such individual, and Delta will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of dental necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, Delta shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request. Certain cases may be referred to one of Delta's regional consultants, to a review committee of the dental society or to the state dental association for evaluation.

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

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

## **ARTICLE 8 - OTHER DELTA OBLIGATIONS**

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

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

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

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

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

- 8.6 Delta shall furnish the Contractholder weekly accountings showing the amount of Dentists' statements paid or discharged during the preceding week and the amount payable for administration (pursuant to paragraph 3.1 of the Contract). Delta may render interim accountings at any time, if it has insufficient funds on hand to pay Dentists' statements and may suspend payments of such statements until the funds are received. Delta shall in no event be obligated to pay for or provide Benefits except out of funds paid by the Contractholder.
- 8.7 Delta shall return to the Contractholder after the end of the Contract Term monies remaining, if any, after payment or other discharge of current bills for services. For purposes of computations of amounts payable hereunder, amounts, if any, withheld from payments to Delta Dentists by Delta for its reserves, research or other purposes deemed proper by the governing board of Delta will be deemed to have been paid to Delta in discharge of claims of such Dentists.
- 8.8 Enrollees have access to dental care when they are outside of the United States through Delta's partnership with International SOS Assistance, Inc. (I-SOS). I-SOS is a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and assist with scheduling care. Delta Dental coverage outside the United States is the same as Delta Dental coverage within the United States and is determined by the Contractholder's plan design. Access to the I-SOS network is offered through a partnership agreement and will not be available if the agreement terminates.

## **ARTICLE 9 - TERMINATION AND RENEWAL**

- 9.1 This Contract may be terminated for the following causes:
- (a) By Delta, if the Contractholder fails (1) to give Delta a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder's records as called for under Article 2, or (3) to pay the amounts charged in the manner required in Article 3, provided the Contractholder has been duly notified of such failure and at least 15 days have elapsed since the date of notification.
  - (b) By either the Contractholder or Delta, upon expiration of a Contract Term.
- 9.2 If Delta terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta for the full amount of all Dentist's Statements paid or otherwise discharged by Delta pursuant to this Contract, including claims discharged by Delta pursuant to this paragraph, plus \$6.97 per Primary Enrollee per month as provided in paragraph 3.1, less amounts actually paid by the Contractholder to Delta.
- 9.3 A party choosing to terminate this Contract at the end of a Contract Term must give at least 60 days written notice of termination to the other party. If Delta wants to change the administration or Benefits effective at the beginning of the next Contract Term, Delta will give at least 180 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.
- 9.4 If the Contractholder notifies Delta in writing of its intention to terminate this Contract as of any date other than the end of the Contract Term, such termination will be treated as termination under paragraph 9.1(a).
- 9.5 If this Contract is terminated for any cause, Delta is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract.
- 9.6 All Benefits end for all Enrollees, when this Contract ends, and Delta will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.
- 9.7 Delta must notify the Contractholder in writing of any termination by Delta under paragraph 9.1, and the Contractholder shall promptly mail a copy of such notice to each Primary Enrollee and provide Delta with proof of mailing and the date thereof.

## ARTICLE 10 - OPTIONAL CONTINUATION OF COVERAGE

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

### 10.2 DEFINITIONS

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

**Qualified Beneficiary** means:

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

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

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

Event 2: The death of the Primary Enrollee;

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

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

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

### 10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

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

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

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

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

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

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

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

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

#### 10.5 ELECTION OF CONTINUED COVERAGE

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

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

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

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

#### 10.6 CONTINUED COVERAGE BENEFITS

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

#### 10.7 TERMINATION OF COVERAGE

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

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

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

#### 10.8 TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person's ability to elect continuation coverage under the employer's subsequent dental plan, if any. The employer must notify the successor plan of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage under that plan.

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

#### 10.9 OPEN ENROLLMENT CHANGE OF COVERAGE

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



## **ARTICLE 11 - GENERAL PROVISIONS**

- 11.1 No agent has authority to change this Contract or waive any of its provisions. No change in this Contract is valid unless approved by an executive officer of Delta and included in this Contract by written amendment.
- 11.2 The provisions of this Contract are severable. If any portion of this Contract or any Amendment of it is determined to be illegal, void or unenforceable by any arbitrator, court or other competent authority, all other provisions of this Contract will remain in effect.
- 11.3 The parties agree that the laws of the State of California, where the Contract was entered into and is to be performed, govern all questions regarding the interpretation or enforcement of this Contract. Delta is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1 of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by those laws bind Delta whether or not stated in this Contract.
- 11.4 Delta and the Contractholder agree to consult each other to the extent reasonably practical concerning all materials published or distributed relating to this Contract. Neither Delta nor the Contractholder will publish or distribute materials that are contrary to the terms of this Contract.
- 11.5 Delta and the Contractholder agree to permit and encourage the professional relationship between Dentist and patient to be maintained without interference.
- 11.6 The Contractholder shall designate in writing a representative for purposes of receiving notices from Delta under this Contract. The Contractholder may change its representative at any time on 30 days notice to Delta. Any notice required from Delta to any Enrollee may be given to the Contractholder's representative, who shall disseminate such notice to Enrollee by the next regular communication but in no event later than 30 days after receipt thereof.
- 11.7 The Contractholder shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplification, security or privacy laws or regulations.

11.8 Any notice under this Contract will be sufficient if given by either the Contractholder or Delta to the other or, in the case of employees of the Contractholder, to its representative at the addresses below:

For the Contractholder:

City of Long Beach  
333 W. Ocean Blvd., 13<sup>th</sup> Floor  
Long Beach, CA 90802

For Delta:

100 First Street  
San Francisco, CA 94105

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

**CITY OF LONG BEACH**

BY: *Robert E. Shannon*

FOR:



BY: *Belinda Martinez*

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

and BY: *Kenneth E. Bernardi*

**Kenneth E. Bernardi**  
**Vice President, Underwriting & Actuarial Services**

DATE: June 21, 2006

APPROVED AS TO FORM

March 1, 2007  
ROBERT E. SHANNON, City Attorney

BY: *Robert E. Shannon*  
Deputy City Attorney

**APPENDIX A**

**ORTHODONTIC BENEFIT RIDER**

**EFFECTIVE: December 1, 2006**

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

1. Orthodontics are the procedures performed by a licensed Dentist, involving surgical repositioning of the teeth or jaws in whole or in part and/or the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of mal-alignment of teeth and/or jaws which significantly interferes with their function.
2. Delta will pay or otherwise discharge 50% of the lesser of the Usual, Customary and Reasonable fees or of the Fee Actually Charged for Orthodontics.
3. The lifetime maximum amount payable by Delta for all Orthodontics rendered to each Enrollee shall be \$1,000.00, applicable to Primary Enrollee and spouse; and \$2,000.00, applicable to eligible dependent children, and the limitations on maximum amounts payable during a calendar year, if any, specified in the attached Contract, shall not apply to Orthodontics.

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

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

## APPENDIX B

### CODE ON DENTAL PROCEDURES AND NOMENCLATURE

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

#### D0100 – D0999 DIAGNOSTIC

##### Clinical oral evaluations

D0120	Periodic oral evaluation
D0140	Limited oral evaluation — problem focused
D0150	Comprehensive oral evaluation — new or established patient
D0160	Detailed and extensive oral evaluation — problem focused, by report
D0170	Re-evaluation — limited, problem focused (established patient; not post-operative visit)
D0180	Comprehensive periodontal evaluation — new or established patient

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

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

##### Tests and examinations

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

##### Oral pathology laboratory

D0472	Accession of tissue, gross examination, preparation and transmission of written report
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report
D0475	Decalcification procedure

D0476	Special stains for microorganisms
D0477	Special stains, not for microorganisms
D0478	Immunohistochemical stains
D0479	Tissue in-situ hybridization, including interpretation
D0480	Processing and interpretation of exfoliative cytologic smears, including the preparation and transmission of written report
D0481	Electron microscopy - diagnostic
D0482	Direct immunofluorescence
D0483	Indirect immunofluorescence
D0484	Consultation on slides prepared elsewhere
D0485	Consultation, including preparation of slides from biopsy material supplied by referring source
D0502	Other oral pathology procedures, by report
D0999	Unspecified diagnostic procedure, by report

## **D1000 – D1999 PREVENTIVE**

### **Dental prophylaxis**

D1110	Prophylaxis — adult
D1120	Prophylaxis — child through age 13

### **Topical fluoride treatment (office procedure)**

D1201	Topical application of fluoride (including prophylaxis) — child through age 13
D1203	Topical application of fluoride (prophylaxis not included) — child through age 13
D1204	Topical application of fluoride (prophylaxis not included) — adult
D1205	Topical application of fluoride (including prophylaxis) — adult

### **Other preventive services**

D1310	Nutritional counseling for control of dental disease
D1320	Tobacco counseling for the control and prevention of oral disease
D1330	Oral hygiene instructions
D1351	Sealant — per tooth

### **Space maintenance (passive appliances)**

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

## **D2000 – D2999 RESTORATIVE**

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

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

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

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

**Gold foil restorations**

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

**Inlay/onlay restorations**

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

**Crowns — single restorations only**

D2710 Crown — resin-based composite (indirect)  
D2712 Crown — 3/4 resin-based composite (indirect)  
D2720 Crown — resin with high noble metal  
D2721 Crown — resin with predominantly base metal  
D2722 Crown — resin with noble metal  
D2740 Crown — porcelain/ceramic substrate  
D2750 Crown — porcelain fused to high noble metal  
D2751 Crown — porcelain fused to predominantly base metal  
D2752 Crown — porcelain fused to noble metal  
D2780 Crown — 3/4 cast high noble metal  
D2781 Crown — 3/4 cast predominantly base metal  
D2782 Crown — 3/4 cast noble metal  
D2783 Crown — 3/4 porcelain/ceramic  
D2790 Crown — full cast high noble metal  
D2791 Crown — full cast predominantly base metal  
D2792 Crown — full cast noble metal  
D2794 Crown — titanium  
D2799 Provisional crown

**Other restorative services**

D2910 Recement inlay, onlay, or partial coverage restoration  
D2915 Recement cast or prefabricated post and core  
D2920 Recement crown  
D2930 Prefabricated stainless steel crown — primary tooth  
D2931 Prefabricated stainless steel crown — permanent tooth  
D2932 Prefabricated resin crown  
D2933 Prefabricated stainless steel crown with resin window  
D2934 Prefabricated esthetic coated stainless steel crown — primary tooth  
D2940 Sedative filling  
D2950 Core buildup, including any pins

D2951	Pin retention — per tooth, in addition to restoration
D2952	Cast post and core in addition to crown
D2953	Each additional cast post — same tooth
D2954	Prefabricated post and core in addition to crown
D2955	Post removal (not in conjunction with endodontic therapy)
D2957	Each additional prefabricated post — same tooth
D2960	Labial veneer (resin laminate) — chairside
D2961	Labial veneer (resin laminate) — laboratory
D2962	Labial veneer (porcelain laminate) — laboratory
D2971	Additional procedures to construct new crown under existing partial denture framework
D2975	Coping
D2980	Crown repair, by report
D2999	Unspecified restorative procedure, by report

### **D3000 – D3999 ENDODONTICS**

#### **Pulp capping**

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

#### **Pulpotomy**

D3220	Therapeutic pulpotomy (excluding final restoration) — removal of pulp coronal to the dentinocemental junction and application of medicament
D3221	Pulpal debridement, primary and permanent teeth

#### **Endodontic therapy on primary teeth**

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

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

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

#### **Endodontic retreatment**

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

#### **Apexification/recalcification procedures**

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

#### **Apicoectomy/periradicular services**

D3410	Apicoectomy/periradicular surgery — anterior
D3421	Apicoectomy/periradicular surgery — bicuspid (first root)
D3425	Apicoectomy/periradicular surgery — molar (first root)
D3426	Apicoectomy/periradicular surgery (each additional root)
D3430	Retrograde filling — per root
D3450	Root amputation — per root

- D3460 Endodontic endosseous implant
- D3470 Intentional reimplantation (including necessary splinting)

**Other endodontic procedures**

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

**D4000 – D4999 PERIODONTICS**

**Surgical services (including usual post-operative care)**

- D4210 Gingivectomy or gingivoplasty — four or more contiguous teeth or bounded teeth spaces per quadrant
- D4211 Gingivectomy or gingivoplasty — one to three contiguous teeth or bounded teeth spaces per quadrant
- D4240 Gingival flap procedure, including root planing — four or more contiguous teeth or bounded teeth spaces per quadrant
- D4241 Gingival flap procedure, including root planing — one to three contiguous teeth or bounded teeth spaces per quadrant
- D4245 Apically positioned flap
- D4249 Clinical crown lengthening — hard tissue
- D4260 Osseous surgery (including flap entry and closure) — four or more contiguous teeth or bounded teeth spaces per quadrant
- D4261 Osseous surgery (including flap entry and closure) — one to three contiguous teeth or bounded teeth spaces per quadrant
- D4263 Bone replacement graft — first site in quadrant
- D4264 Bone replacement graft — each additional site in quadrant
- D4265 Biologic materials to aid in soft and osseous tissue regeneration
- D4266 Guided tissue regeneration — resorbable barrier, per site
- D4267 Guided tissue regeneration — nonresorbable barrier, per site (includes membrane removal)
- D4268 Surgical revision procedure, per tooth
- D4270 Pedicle soft tissue graft procedure
- D4271 Free soft tissue graft procedure (including donor site surgery)
- D4273 Subepithelial connective tissue graft procedures, per tooth
- D4274 Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area)
- D4275 Soft tissue allograft
- D4276 Combined connective tissue and double pedicle graft, per tooth

**Non-surgical periodontal service**

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

**Other periodontal services**

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



## **D5000 – D5899 PROSTHODONTICS (REMOVABLE)**

### **Complete dentures (including routine post-delivery care)**

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

### **Partial dentures (including routine post-delivery care)**

- D5211 Maxillary partial denture — resin base (including any conventional clasps, rests and teeth)
- D5212 Mandibular partial denture — resin base (including any conventional clasps, rests and teeth)
- D5213 Maxillary partial denture — cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- D5214 Mandibular partial denture — cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- D5225 Maxillary partial denture — flexible base (including any clasps, rests and teeth)
- D5226 Mandibular partial denture — flexible base (including any clasps, rests and teeth)
- D5281 Removable unilateral partial denture — one piece cast metal (including clasps and teeth)

### **Adjustments to dentures**

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

### **Repairs to complete dentures**

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

### **Repairs to partial dentures**

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

### **Denture rebase procedures**

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

### **Denture relining procedures**

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

**Interim prosthesis**

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

**Other removable prosthetic services**

D5850	Tissue conditioning — maxillary
D5851	Tissue conditioning — mandibular
D5860	Overdenture — complete, by report
D5861	Overdenture — partial, by report
D5862	Precision attachment, by report
D5867	Replacement of replaceable part of semi-precision or precision attachment (male or female component)
D5875	Modification of removable prosthesis following implant surgery
D5899	Unspecified removable prosthodontic procedure, by report

**D5900 – D5999 MAXILLOFACIAL PROSTHETICS**

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

## **D6000 – D6199 IMPLANT SERVICES**

- D6010 Surgical placement of implant body: endosteal implant
- D6040 Surgical placement: eposteal implant
- D6050 Surgical placement: transosteal implant

### **Implant supported prosthetics**

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

### **Other implant services**

- D6080 Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis
- D6090 Repair implant supported prosthesis, by report
- D6094 Abutment supported crown — (titanium)
- D6095 Repair implant abutment, by report
- D6100 Implant removal, by report
- D6190 Radiographic/surgical implant index, by report
- D6194 Abutment supported retainer crown for FPD — (titanium)
- D6199 Unspecified implant procedure, by report

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

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

### **Fixed partial denture pontics**

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

D6241 Pontic — porcelain fused to predominantly base metal  
D6242 Pontic — porcelain fused to noble metal  
D6245 Pontic — porcelain/ceramic  
D6250 Pontic — resin with high noble metal  
D6251 Pontic — resin with predominantly base metal  
D6252 Pontic — resin with noble metal  
D6253 Provisional pontic

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

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

**Fixed partial denture retainers — crowns**

D6710 Crown — indirect resin based composite  
D6720 Crown — resin with high noble metal  
D6721 Crown — resin with predominantly base metal  
D6722 Crown — resin with noble metal  
D6740 Crown — porcelain/ceramic  
D6750 Crown — porcelain fused to high noble metal  
D6751 Crown — porcelain fused to predominantly base metal  
D6752 Crown — porcelain fused to noble metal  
D6780 Crown — 3/4 cast high noble metal  
D6781 Crown — 3/4 cast predominantly base metal  
D6782 Crown — 3/4 cast noble metal  
D6783 Crown — 3/4 porcelain/ceramic  
D6790 Crown — full cast high noble metal  
D6791 Crown — full cast predominantly base metal  
D6792 Crown — full cast noble metal  
D6793 Provisional retainer crown  
D6794 Crown — titanium

**Other fixed partial denture services**

D6920 Connector bar  
D6930 Recement fixed partial denture  
D6940 Stress breaker  
D6950 Precision attachment  
D6970 Cast post and core in addition to fixed partial denture retainer  
D6971 Cast post as part of fixed partial denture retainer  
D6972 Prefabricated post and core in addition to fixed partial denture retainer

D6973 Core buildup for retainer, including any pins  
 D6975 Coping — metal  
 D6976 Each additional cast post — same tooth  
 D6977 Each additional prefabricated post — same tooth  
 D6980 Fixed partial denture repair, by report  
 D6985 Pediatric partial denture, fixed  
 D6999 Unspecified, fixed prosthodontic procedure, by report

## **D7000 – D7999 ORAL AND MAXILLOFACIAL SURGERY**

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

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

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

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

### **Other surgical procedures**

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

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

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

### **Vestibuloplasty**

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

### **Surgical excision of soft tissue lesions**

D7410 Excision of benign lesion up to 1.25 cm  
 D7411 Excision of benign lesion greater than 1.25 cm  
 D7412 Excision of benign lesion, complicated  
 D7413 Excision of malignant lesion up to 1.25 cm

- D7414           Excision of malignant lesion greater than 1.25 cm
- D7415           Excision of malignant lesion complicated
- D7465           Destruction of lesion(s) by physical or chemical method, by report

**Surgical excision of intra-osseous lesions**

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

**Excision of bone tissue**

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

**Surgical incision**

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

**Treatment of fractures — simple**

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

**Treatment of fractures — compound**

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

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

- D7810           Open reduction of dislocation
- D7820           Closed reduction of dislocation

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

#### **Repair of traumatic wounds**

D7910	Suture of recent small wounds up to 5 cm
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#### **Complicated suturing (reconstruction requiring delicate handling of tissues and wide undermining for meticulous closure)**

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

#### **Other repair procedures**

D7920	Skin graft (identify defect covered, location and type of graft)
D7940	Osteoplasty — for orthognathic deformities
D7941	Osteotomy — mandibular rami
D7943	Osteotomy — mandibular rami with bone graft; includes obtaining the graft
D7944	Osteotomy — segmented or subapical — per sextant or quadrant
D7945	Osteotomy — body of mandible
D7946	LeFort I (maxilla — total)
D7947	LeFort I (maxilla — segmented)
D7948	LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) — without bone graft
D7949	LeFort II or LeFort III — with bone graft
D7950	Osseous, osteoperiosteal, or cartilage graft of the mandible or facial bones — autogenous or nonautogenous, by report
D7953	Bone replacement graft for ridge preservation — per site
D7955	Repair of maxillofacial soft and/or hard tissue defect
D7960	Frenulectomy (frenectomy or frenotomy) — separate procedure
D7963	Frenuloplasty
D7970	Excision of hyperplastic tissue — per arch
D7971	Excision of pericoronary gingiva
D7972	Surgical reduction of fibrous tuberosity
D7980	Sialolithotomy
D7981	Excision of salivary gland, by report
D7982	Sialodochoplasty
D7983	Closure of salivary fistula
D7990	Emergency tracheotomy
D7991	Coronoidectomy
D7995	Synthetic graft — mandible or facial bones, by report

D7996 Implant — mandible for augmentation purposes (excluding alveolar ridge), by report  
D7997 Appliance removal (not by dentist who placed appliance), includes removal of archbar  
D7999 Unspecified oral surgery procedure, by report

## **D8000 – D8999 ORTHODONTICS**

### **Limited orthodontic treatment**

D8010 Limited orthodontic treatment of the primary dentition  
D8020 Limited orthodontic treatment of the transitional dentition  
D8030 Limited orthodontic treatment of the adolescent dentition  
D8040 Limited orthodontic treatment of the adult dentition

### **Interceptive orthodontic treatment**

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

### **Comprehensive orthodontic treatment**

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

### **Minor treatment to control harmful habits**

D8210 Removable appliance therapy  
D8220 Fixed appliance therapy

### **Other orthodontic services**

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

## **D9000 – D9999 ADJUNCTIVE GENERAL SERVICES**

### **Unclassified treatment**

D9110 Palliative (emergency) treatment of dental pain — minor procedure

### **Anesthesia**

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

### **Professional consultation**

D9310 Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment) (specialist only)



**Professional visits**

- D9410 House/extended care facility call
- D9420 Hospital call
- D9430 Office visit for observation (during regularly scheduled hours) — no other services performed
- D9440 Office visit — after regularly scheduled hours
- D9450 Case presentation, detailed and extensive treatment planning

**Drugs**

- D9610 Therapeutic drug injection, by report
- D9630 Other drugs and/or medicaments, by report

**Miscellaneous services**

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

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

## **APPENDIX C**

**Group Number: 3712**

### **GLOBAL ELIGIBILITY MAINTENANCE (GEM)**

This Appendix C, the Global Eligibility Maintenance, is made a part of the attached Contract.

#### **I. INTERACTION WITH CONTRACT**

- A. This Appendix C supplements the Contract and does not supersede any provision of the Contract.
- B. All terms, conditions and definitions of the Contract apply to this Appendix C.

#### **II. ELIGIBILITY UPDATE THROUGH DELTA'S WEBSITE**

- A. Once Delta receives its copy of the executed Contract, Delta will issue Contractholder's designated representative(s) the logon id(s) and password(s) necessary for Contractholder to access the eligibility update section of Delta's website.
- B. Once Contractholder receives the logon id(s) and password(s), and, unless agreed to in writing or facsimile by Delta, Contractholder shall use only Delta's website to update eligibility and shall use no other methods, including but not limited to, hard copy lists, batch updates or electronic mail. Notwithstanding the previous sentence, Delta will provide an electronic mail link and accompanying form to Contractholder only for submission of items listed on the form (changes to the original effective date, changes to the type of coverage, and adjustments to retroactive lapses for Enrollees).
- C. Contractholder shall compile and furnish eligibility information pursuant to Articles 2 and 10 of the Contract by transmitting and updating all Enrollee information as requested by the eligibility update section of Delta's website.
- D. Once Contractholder transmits the Enrollee information through Delta's website, the information for each Enrollee shall remain effective from the effective date of the information until the earlier of the termination of the Enrollee's coverage or the expiration of the Contract Term. Once each Enrollee is enrolled, the Enrollee shall remain enrolled until the Contractholder notifies Delta of the termination of the Enrollee's coverage. Contractholder shall review and update as necessary all Enrollee information for the next renewal of the Contract Term. Such Enrollee information shall remain effective until the earlier of the termination of the Enrollee's coverage or each renewal of the Contract Term. If the Primary Enrollee makes any change that affects an Enrollee's eligibility, Contractholder shall promptly transmit such change to Delta via the website. Such revised information shall remain effective until the earlier of the termination of the Enrollee's coverage or the next renewal update by Contractholder.

#### **III. CONTRACTHOLDER RESPONSIBILITIES**

- A. Contractholder is responsible for the delivery and accuracy of all Enrollee eligibility that it, or its representative(s), provide(s) to Delta pursuant to this Agreement. Any errors or delays shall be adjusted as set forth in Article 3 of the Contract. Contractholder is responsible for any and all hardware, software, or any other equipment, application or transmission capability to access the Delta website. Contractholder shall be responsible for the selection of its Internet access provider (IAP) or Internet service provider (ISP) and shall hold Delta harmless for any and all transmission or update delays, failures or errors caused by Contractholder's acts or omissions or caused by the ISP's acts or omissions.

- B. Contractholder agrees, and shall require its representatives to agree, to strictly maintain the confidentiality of the logon id(s) and password(s) and to provide them only to those representatives who will transmit or update Enrollee eligibility pursuant to this Agreement. Delta will provide a logon id and password that is specific to each Contractholder representative who will be permitted to update eligibility through this web access. Contractholder and each such representative may not transfer a logon id or password to another representative. Contractholder agrees to hold Delta harmless for any and all potential breaches of confidentiality resulting from or arising out of the transmission or update of Enrollee eligibility information through Internet connections. Contractholder shall indemnify Delta from and against any liability or loss Delta may incur by reason of any covenant, condition or warranty contained in the Contract relating to confidentiality or the interception of transmission over the Internet by unknown third parties except for any such breach caused by Delta's error or omission.
- C. Contractholder agrees to install and implement any desktop upgrades and/or configuration changes necessary to continue to update Enrollee eligibility information pursuant to this Agreement.

#### **IV. DELTA RESPONSIBILITIES**

- A. Upon receipt of the Executed Agreement, Delta will provide the logon id(s) and password(s) necessary for Contractholder to access the eligibility update section of Delta's website.
- B. Delta will provide Contractholder with a description of a standard desktop configuration that Contractholder must utilize to access, transmit and update eligibility information to Delta through Delta's website. In no event shall Delta be responsible to provide Contractholder with any hardware, software, ISP or any other equipment, application or transmission capability.
- C. Delta shall not be liable to Contractholder for any indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Contractholder's access to or inability to access Delta's website, or the eligibility update section of the website, arising from any cause of action whatsoever, including contract, tort, warranty, strict liability, or negligence, even if Delta has been notified of the possibility of such damages.
- D. Delta will provide telephone support during the hours of 8:30 AM to 4:30 PM PST each workday, excluding Delta holidays.

#### **V. THIRD PARTY TRANSMISSION OF INFORMATION**

This Section V. shall apply only in the event that Contractholder's Enrollee eligibility information is provided to Delta through a broker, third party administrator or other representative (Contractholder's Representative). Contractholder's Representative and Delta shall execute a separate agreement requiring the Contractholder's Representative to be bound by the provisions of Sections II, III and IV of this Agreement.

#### **VI. TERMINATION OF THIS AGREEMENT**

- A. This Appendix C shall remain in effect during the same term as the Contract unless upon 30 days prior notice terminates this Appendix C if Contractholder, or Contractholder's Representative, has failed to cure a default under this Appendix C. A default under this Appendix C includes but is not limited to the continual transmission of inaccurate or delayed Enrollee eligibility information. Prior to such termination, Delta will provide Contractholder with written notice of this default, and Contractholder will be given 30 days to cure this default; or

- B. Delta reserves the right at any time to discontinue transmission or update of Enrollee eligibility information through its website, and Delta will provide notice of termination of this Appendix C as set forth in the Contract.
- C. Any notice under this Appendix C shall be provided as set forth in the Contract.