

19641

**AMENDMENT TO THE DENTAL SERVICES GROUP SUBSCRIBER  
AGREEMENT BETWEEN PACIFICARE DENTAL  
AND CITY OF LONG BEACH ("GROUP") - Retirees**

This **AMENDMENT TO THE PACIFICARE DENTAL, DENTAL SERVICES GROUP SUBSCRIBER AGREEMENT** (this "Amendment"), dated as of February 1, 2007, is made and entered into by and between PacifiCare Dental, a California corporation ("PacifiCare Dental") and City of Long Beach ("Group").

**Amendment.** Pursuant to Section 3.07 of the Agreement, the benefits set forth in the Agreement are hereby amended as follows:

**SECTION 3. GROUP OBLIGATIONS, HEALTH PLAN PREMIUMS AND  
COPAYMENTS**

3.02 Notices to PacifiCare Dental shall be amended to read as follows:

3.02 Notices to PacifiCare Dental. Group shall forward all completed or amended Enrollment forms for each Member for receipt by PacifiCare Dental within sixty (60) days of the Member's initial eligibility. Group acknowledges that PacifiCare Dental may reject any Enrollment applications not received by PacifiCare Dental within sixty (60) days of initial eligibility period. Group further agrees to transmit to PacifiCare Dental any Enrollment application amendments pursuant to the Administrative Manual described in Section 8.07 below.

Group shall forward all notices of termination to PacifiCare Dental within sixty (60) days after Member loses eligibility or elects to terminate membership under this Agreement. Group acknowledges that PacifiCare Dental may reject any notice of termination not received by PacifiCare Dental within sixty (60) days of initial termination or the termination may be modified by PacifiCare Dental to reflect a termination date no more than sixty (60) days from PacifiCare Dental's receipt. Group agrees to pay any applicable Member Health Plan Premiums through the last day of the month in which PacifiCare Dental receives notice of termination.

**SECTION 3. GROUP OBLIGATIONS, HEALTH PLAN PREMIUMS AND  
COPAYMENTS**

3.10 Death of Subscriber, (Dependent Eligibility), shall be added to read as follows:

3.10 Death of Subscriber, Survivor Benefits. In the event of the Subscriber's death while actively employed on a regular full-time basis, the surviving spouse and dependent(s) may be eligible for continued coverage as determined by Group:

(a.) Surviving spouse may be eligible for continued coverage, if spouse is currently enrolled on this Plan immediately prior to the Subscriber's death. Spouse must continue to meet eligibility requirements set forth in the PacifiCare Dental Combined Evidence of Coverage and Disclosure Form attached to this Agreement and for whom applicable Health Plan Premiums are received by PacifiCare Dental. The eligible and enrolled surviving spouse shall be covered up to the last day of the current month following date:

- (i) Of remarriage; or
- (ii) That surviving spouse, becomes eligible to receive other health benefit coverage or is covered under another health insurance; or
- (iii) Attains the age to become eligible for Medicare, whether or not enrollment to Medicare has occurred, has been applied for or meets Medicare eligibility criteria.
- (iv) Of death; or
- (v) Termination of Survivor Benefits from the employer benefit package as determined by Group.
- (vi) Termination by PacifiCare Dental or Group of this Agreement, including but not limited to nonpayment of health plan premiums.

Survivor coverage is an additional employee benefit which at the discretion of Group, the terms and conditions of Survivor coverage may change at any time, including but not limited to, the termination of such benefit from the Group's benefit package.

(b.) Surviving Dependent(s) may be eligible for continued coverage, if Dependent is enrolled on this Plan immediately prior to the Subscriber's death and Dependent is not eligible under any other health insurance coverage. Additionally Dependent continues to meet eligibility requirements set forth in the PacifiCare Dental Combined Evidence of Coverage and Disclosure Form attached to this Agreement and for whom applicable Health Plan Premiums are received by PacifiCare Dental. The eligible Dependent shall be covered up to the last day of the current month following date:

- (i) Dependent reaches the limiting age on the Cover Sheet.
- (ii) Dependent becomes eligible to receive or is covered under another health insurance; or
- (iii) The Surviving Spouse no longer meets eligibility as defined in (a) above.
- (iv) Termination of Survivor Benefits from the employer benefit package as determined by Group.
- (v) Termination by PacifiCare Dental or Group of this Agreement, including but not limited to nonpayment of health plan premiums.

## **DEFINITIONS**

Definition of Eligible Employee, shall be amended to read as follows:

Eligible Employee is a Group employee who works a minimum of 40 hours per week, meets any applicable waiting period required by the Group, and meets the following additional criteria:

- (a) Is defined as an employee under state and federal law;
- (b) Is actively working or is able to return to active work and has certain rights pertaining to leaves of absence if his or her condition improves. Consultants, temporary labor, suppliers or contractors are not Eligible Employees.

**Effect of this Amendment.** The Amendment shall not be further amended, modified or revised and the Agreement shall continue in full force and effect and shall be enforced in accordance with its terms and conditions. This Amendment shall expire on January 31, 2008.

**PACIFICARE DENTAL  
DENTAL SERVICES GROUP SUBSCRIBER AGREEMENT  
COVER SHEET**

**(This Cover Sheet is an integral part of this Agreement)**

**GROUP NAME:** CITY OF LONG BEACH  
RETIREES

**GROUP NUMBER:** 10059 & 11105

**ORIGINAL EFFECTIVE DATE:** August 01, 1987

**PLAN ID:** V1200004

**PLAN NAME:** Signature Value 120

**EFFECTIVE DATES FOR THIS PLAN REFLECT THE PLAN YEAR OF:**  
February 01, 2007 through January 31, 2008

**PREPAYMENT FEES**

The Group and PacifiCare Dental hereby agree that PacifiCare Dental shall arrange for the provision of dental services to Members of the Group as specified in this Agreement at the monthly fee of:

The premium rates for the plan year of: February 01, 2007 through January 31, 2008:

Employee	\$ 44.30
Employee & Spouse	\$ 44.30
Employee & Child(ren)	\$ 44.30
Employee & Family	\$ 44.30

**PREMIUMS DUE ON OR BEFORE (ref. Section 3.06):** First day of each month

**ANNUAL COPAY MAXIMUM PER INDIVIDUAL:** None

**ANNUAL COPAY MAXIMUM PER FAMILY:** None

**ELIGIBILITY:**

Eligibility for dependent children is through age: 18

Eligibility for full-time students is up to age: 26

Start and End date of coverage (ref. Sections 2.01.03, 6, 7):

New Spouse or child eligible on date of marriage or birth when added within 31 days of marriage or birth.

**ATTACHMENTS:** (The following attachments are an integral part of this Agreement)

- A PacifiCare Dental Combined Evidence of Coverage and Disclosure Form
- B PacifiCare Dental Schedule of Benefits
- C Orthodontics (Braces)

**PACIFICARE DENTAL PLAN**  
**DENTAL SERVICES GROUP SUBSCRIBER AGREEMENT**  
**FOR PREPAID PLANS ONLY**

1. DEFINITIONS
2. ELIGIBILITY AND ENROLLMENT
  - 2.01 Enrollment Procedures
    - 2.01.01 Application Form
    - 2.01.02 Time of Enrollment
    - 2.01.03 Commencement of Coverage
    - 2.01.04 Liability in the Event of Conversion from a Prior Carrier
3. GROUP OBLIGATIONS, DENTAL PLAN PREMIUMS AND COPAYMENTS
  - 3.01 Non-Discrimination
  - 3.02 Notices to PacifiCare Dental
  - 3.03 Notices to Member
  - 3.04 Indemnification
  - 3.05 Rates
  - 3.06 Due Date
  - 3.07 Modification of Rates and Benefits
    - 3.07.01 Modification of Dental Plan Premium Rates
    - 3.07.02 Modification of Benefit or Terms
  - 3.08 Payments Made in Error
  - 3.09 Effect of Payment
  - 3.10 Continuation of Benefits and Conversion
    - 3.10.01 Continuation of Benefits Under COBRA
    - 3.10.02 Notice Regarding Continuation Coverage
    - 3.10.03 Premium for Continuation of Benefits
    - 3.10.04 Extended Cobra Coverage Under California State Law
    - 3.10.05 Notice of Individual Conversion Rights
4. BENEFITS AND CONDITIONS FOR COVERAGE
5. PARTIES AFFECTED BY THIS AGREEMENT; RELATIONSHIPS BETWEEN PARTIES
6. TERM OF AGREEMENT: AUTOMATIC RENEWAL
7. TERMINATION OF GROUP COVERAGE
  - 7.01 Termination by the Group
  - 7.02 Termination by PacifiCare Dental
    - 7.02.01 For Nonpayment of Dental Plan Premium
    - 7.02.02 For Breach of Material Term
    - 7.02.03 For Providing Misleading or Fraudulent Information
    - 7.02.04 For Ceasing to Meet Eligibility Criteria
    - 7.02.05 For Changing the Nature of Group's Business
    - 7.02.06 For Loss of Group's Office Location Within Geographic Area of Licenser
  - 7.03 Proration of Dental Plan Premiums
8. MISCELLANEOUS PROVISIONS
  - 8.01 Governing Law
  - 8.02 Use of Name in Promotional/Marketing Materials
  - 8.03 Assignment

- 8.04 Validity
  - 8.05 Confidentiality
  - 8.06 Amendments
  - 8.07 Group Use of Administrative Manual
  - 8.08 Attachments
  - 8.09 Use of Gender
  - 8.10 Waiver of default
  - 8.11 Notices
  - 8.12 Acceptance of Agreement
  - 8.13 Entire Agreement
  - 8.14 Benefit Changes
  - 8.15 Discrimination Prohibited
9. **ARBITRATION**
- 9.01 Disputes Between PacifiCare Dental and Group
  - 9.02 Disputes Between Member and PacifiCare Dental
    - 9.02.01 Member Appeals and Grievances
    - 9.02.02 Binding Arbitration
    - 9.02.03 Mandatory Arbitration
    - 9.02.04 Execution of Agreement
10. **EXECUTION**
- ATTACHMENTS**

## **DENTAL SERVICES GROUP SUBSCRIBER AGREEMENT**

PACIFICARE DENTAL, a California Corporation, and the employer, association or other entity specified as "GROUP" on the Cover Sheet, hereinafter called "Group," agree as follows:

### **RECITAL OF FACTS**

- A. PacifiCare Dental is a specialized health care service plan which arranges for the provision of dental services to persons enrolled as Members on a prepaid and direct services basis through contracts with associations of licensed dentists and other dental care providers, for and on behalf of its individual Members.
- B. The Group is an employer, organization or association that desires to provide such dental care for its eligible Subscribers and family Dependents.
- C. In consideration of the application of the Group for the benefits provided under this Agreement, and in consideration of the Group's periodic payment of Dental Plan Premiums on behalf of Members in advance as they become due, PacifiCare Dental agrees to arrange for the provision of dental care benefits subject to all terms and conditions of this Agreement, including the Cover Sheet, and Attachments.

1. **DEFINITIONS**

Agreement is this Dental Group Subscriber Agreement, including but not limited to the Cover Sheet, appropriate Attachments, and any amendments hereto.

Combined Evidence of Coverage and Disclosure Form is the document issued to prospective and enrolled Subscribers disclosing and setting forth the benefits and terms and conditions of coverage to which Members of the Dental Plan are entitled.

Copayments are fees payable to a dental care provider by the Member at the time of provision of services that are in addition to the Dental Plan Premiums paid by the Group. Such fees may be a specific dollar amount or a percentage of total fees as specified herein, depending on the type of services provided.

Cover Sheet is the Dental Group Subscriber Agreement Cover Sheet, which is an integral part of this Agreement.

Covered Services means diagnosed as necessary services or supplies provided under the terms of the PacifiCare Dental Combined Evidence of Coverage and Disclosure Form, the Schedule of Benefits, and any supplemental benefit materials.

Dental Plan is the Dental Plan described in this PacifiCare Dental Services Group Subscriber Agreement, Cover Sheet and Attachments.

Dental Plan Premiums are amounts established by PacifiCare Dental to be paid to PacifiCare Dental by the Group for providing and continuing Enrollment on behalf of a Subscriber and any enrolled Dependents. These amounts are set forth in the Cover Sheet of this Agreement.

Dependent means a Member of a Subscriber's family who is enrolled with PacifiCare Dental after meeting all of the eligibility requirements of the Subscriber's Employer Group and PacifiCare Dental and for whom applicable Dental Plan Premiums have been received by PacifiCare Dental.

Eligible Dependent is any spouse or unmarried child (including a step-child or adopted child) of an Eligible Employee who works or resides within the Service Area and who is eligible for Enrollment as a Dependent in the Dental Plan.

Eligible Employee is a Group employee who works a minimum of 32 hours per week, meets any applicable waiting period required by the Group, and meets the following additional criteria:

- (a) Is defined as an employee under state and federal law;



(b) Is actively working or is able to return to active work and has certain rights pertaining to leaves of absence if his or her condition improves. Consultants, temporary labor, suppliers or contractors are not Eligible Employees.

Enrollment is the execution of the PacifiCare Dental Enrollment form by the Subscriber on behalf of the Subscriber and his or her Dependents, and acceptance thereof by PacifiCare Dental, conditional upon the execution of this Agreement by the Group and PacifiCare Dental and the timely payment of applicable Dental Plan Premiums by the Group. PacifiCare Dental may, in its discretion and subject to specific protocols, accept enrollment through an electronic submission from the Group.

Enrollment Packet is the packet of information supplied by PacifiCare Dental to prospective Members, which summarizes this Dental Services Group Subscriber Agreement and contains the PacifiCare Dental Enrollment form and the PacifiCare Dental Combined Evidence of Coverage and Disclosure Form.

Employer Group, Group or Employer means single employer, labor union, trust, organization or association identified on the Cover Sheet.

Group Contribution is the amount of the Dental Plan Premium applicable to each Subscriber which is paid solely by the Group or Employer and which is not paid by the Subscriber either through payroll deduction or otherwise.

Group Participation is the number of individuals in the Group who are enrolled as Subscribers expressed as a percentage of the number of individuals in the Group who are eligible to enroll as Subscribers.

Member is any Subscriber or Dependent.

Open Enrollment Period is the period agreed upon by PacifiCare Dental and Group during which time all eligible Group employees and their Eligible Dependents may enroll in this Dental Plan.

Spouse is the Subscriber's legally recognized husband or wife under the laws of the State of California or domestic partner.

Subscriber means the person enrolled in the Dental Plan for whom the appropriate Dental Plan Premiums have been received by PacifiCare Dental and whose employment or other status, except for family dependency, is the basis for Enrollment eligibility.

Totally Disabled means:

- a. For Subscribers, the persistent inability to reliably engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment resulting from an injury or illness.
- b. For Dependents, the persistent inability to perform activities essential to the daily living of a person of the same age and sex by reason of any medically determinable physical impairment resulting from an injury or illness.

## **2. ELIGIBILITY AND ENROLLMENT**

2.01 Enrollment Procedure. PacifiCare Dental will arrange for Dental Services to Members who meet the eligibility requirements stated in this Agreement and who are properly enrolled in the Dental Plan pursuant to this Agreement. PacifiCare Dental shall enroll such eligible Members up to PacifiCare Dental's capacity, in the order in which they apply.

2.01.01 Application Form. A properly completed, signed application for Enrollment on a form provided by PacifiCare Dental, or a non-standard form approved by PacifiCare Dental, must be submitted to PacifiCare Dental by the Group for each eligible and/or prospective Subscriber, on behalf of the eligible and/or prospective Subscriber and any Eligible Dependents. PacifiCare Dental may, in its discretion and subject to specific protocols, accept Enrollment through an electronic submission from the Group.

2.01.02 Time of Enrollment. All applications for Enrollment shall be submitted by prospective Subscribers to the Group during Open Enrollment Periods, except that prospective Subscribers and their Eligible Dependents who were not eligible during the previous Open Enrollment Period may apply for Enrollment within thirty-one (31) days after becoming eligible. All applications for Enrollment that are not timely received as described in section 3.02 from the Group shall be subject to rejection by PacifiCare Dental. The Group shall provide notice to Members of the applicable Open Enrollment Periods.

2.01.03 Notice and Certification. The Group shall provide written notice and certification, prepared by PacifiCare Dental, as part of the PacifiCare Dental Enrollment Packet to Eligible Employees at the commencement of the initial Open Enrollment Period. The written notice and certification section of the PacifiCare Dental application for Enrollment shall provide notice of the availability of coverage under the Dental Plan and indicate that an Eligible Employee's failure to elect coverage, on his or her behalf or on behalf of his or her Eligible Dependents during the initial Open Enrollment Period, permits PacifiCare Dental to exclude coverage for a period of up to twelve (12) months from the date the Eligible Employee subsequently elects coverage under the Dental Plan until the employer's

next Open Enrollment Period. The Group shall require any Eligible Employee declining coverage under the Dental Plan on behalf of himself or herself or any Eligible Dependent, to certify on the written notice and certification prepared by PacifiCare Dental, the reason for declining Enrollment in the Dental Plan and that he or she has reviewed the notice and certification and understands the consequences of declining coverage under the Dental Plan. The Group agrees to submit all completed notices and certifications to PacifiCare Dental for:

- a. Each Eligible Employee and/or his or her Eligible Dependents who declined coverage at renewal of this Agreement; and,
- b. Each Eligible Employee and/or his or her Eligible Dependents who became eligible during the term of this Agreement specified on the Cover Sheet of this Agreement and who have declined coverage.

2.01.04 Commencement of Coverage. The commencement date of coverage under this Dental Plan shall be the date of PacifiCare Dental's acceptance of a Member's Enrollment application and verification of a Member's eligibility in accordance with the terms of the Cover Sheet and this Agreement. PacifiCare Dental's acceptance of a Member's Enrollment is contingent upon receipt of the applicable Dental Plan Premium payment.

2.01.05 PacifiCare Dental 's Liability in the Event of Conversion From a Prior Carrier. In the event PacifiCare Dental replaces a prior carrier responsible for the payment of group dental benefits or provision of services under a group contract within a period of sixty (60) days from the date of discontinuance of the prior group contract or policy, PacifiCare Dental will immediately cover all employees and Dependents who were validly covered under the previous contract or policy at the date of discontinuation, and who are eligible for Enrollment under this Agreement. Such coverage shall not be limited by any Group requirements for coverage under this Agreement relating to active full-time employment, hospital confinement or pregnancy. Notwithstanding the above, with respect to employees or Dependents who were Totally Disabled on the date of discontinuance of the prior contract or policy, and entitled to an extension of benefits pursuant to Section 1399.62 of the California Health & Safety Code or Section 10128.2 of California Insurance Code under the prior contract or policy, PacifiCare Dental shall not be financially responsible for any payment of benefits or provision of services directly related to any condition which caused the Total Disability. In such a situation, the prior carrier shall continue to be financially responsible for all benefits or services directly related to any

conditions which caused the Total Disability until such extension of benefits is no longer required under California or federal law.

### **3. GROUP OBLIGATIONS, DENTAL PLAN PREMIUMS AND COPAYMENTS**

3.01 Non-Discrimination. The Group shall offer PacifiCare Dental an opportunity to market this Dental Plan to its employees and shall offer its employees an opportunity to enroll in this Dental Plan under no less favorable terms or conditions than Group offers Enrollment in other specialized health care service plans or employee health benefit plans.

3.02 Notices to PacifiCare Dental. The Group shall forward to PacifiCare Dental all completed or amended Enrollment forms to PacifiCare Dental within thirty-one (31) days of the Member's initial eligibility. The Group acknowledges that any Enrollment applications not forwarded to PacifiCare Dental within thirty-one (31) days may be rejected by PacifiCare Dental. Prospective Subscribers and their Eligible Dependents may reapply at the next Open Enrollment Period in the event an application was not received by PacifiCare Dental within such thirty-one (31) day period. Group further agrees to transmit to PacifiCare Dental any Enrollment application amendments pursuant to the Administrative Manual described in Section 8.07 below.

The Group shall forward all notices of termination to PacifiCare Dental within thirty-one (31) days after the Member loses eligibility or elects to terminate membership under this Agreement. The Group shall be responsible for any Member Dental Plan Premiums through the last day of the month in which notice of termination is received by PacifiCare Dental based upon the date notification is received by PacifiCare Dental (e.g., if Member terminates from the 1st through the 15th, no premium payment will be due; if the Member terminates from the 16th through the 31st, full premium payment will be due).

3.03 Notices to Member. If the Group or PacifiCare Dental terminates this Agreement pursuant to Section 7 below, the Group shall promptly notify all Members enrolled through the Group of the termination of their membership in this Dental Plan. The Group shall provide such notice by delivering to each Subscriber a true, legible copy of the notice of termination sent from PacifiCare Dental to the Group at the Subscriber's current address. The Group shall promptly provide PacifiCare Dental a copy of the notice of termination delivered to each Subscriber, along with evidence of the date the notice was provided. If, pursuant to Paragraphs 3.07.01 and 3.07.02 herein, PacifiCare Dental increases Dental Plan Premiums payable by the Subscriber, increases Copayments, or reduces Covered Services provided under this Agreement, the Group shall promptly notify all Members enrolled through the Group of the increase or reduction. In addition, the Group shall promptly notify Members enrolled

through the Group of any other changes in the terms or condition of this Agreement affecting the Members' benefits or obligations under the Dental Plan. The Group shall provide such notice by delivering to each Subscriber a true, legible copy of the notice of the Dental Plan Premium or [Copayment increase or reduction in [Covered Services] sent from PacifiCare Dental to the Group at the Subscriber's then current address. The Group shall promptly provide PacifiCare Dental with a copy of the notice of Dental Plan Premium or Copayment increase or reduction in Covered Services delivered to each Subscriber, along with evidence of the date the notice was provided. PacifiCare Dental shall have no responsibility to Members in the event the Group fails to provide the notices required by this paragraph 3.03.

3.04 Indemnification. The Group agrees to indemnify, defend and hold PacifiCare Dental harmless and accept all legal and financial responsibility for any liability arising out of the Group's failure to perform its obligations as set forth in this Section 3.

3.05 Rates. The Dental Plan Premium rates are set forth in the Dental Plan Premiums section of the Cover Sheet and may be modified as indicated in Section 3.07 of this Agreement.

3.06 Due Date. Dental Plan Premiums are due in full on a monthly basis and must be paid directly by the Group to PacifiCare Dental on or before the last day of the month prior to the month in which coverage commences. Dental Plan Premiums are to be sent to the address set forth in Section 8.11. PacifiCare Dental reserves the right to assess an administrative fee of **five (5)** percent of the monthly premium prorated on a 30-day month for each day it is delinquent thereafter. This fee will be assessed solely at PacifiCare Dental's discretion.

3.07 Modification of Rates and Benefits.

3.07.01 Modification of Dental Plan Premium Rates. The Dental Plan Premium rate set forth on the Cover Sheet of this Agreement and the PacifiCare Dental Enrollment Packet may be modified by PacifiCare Dental in its sole discretion upon thirty (30) days prior written notice mailed postage prepaid to the Group. Any such modification shall take effect commencing the first full month following the expiration of the 30-day notice period.

Notwithstanding the above, if the State of California or any other taxing authority imposes upon PacifiCare Dental a tax or license fee which is levied upon or measured by the monthly amount of Dental Plan Premiums or by PacifiCare Dental's gross receipts or any portions of either, then upon thirty (30) days written notice to the Group, the Group shall remit to PacifiCare Dental with the appropriate payment, a pro rata amount

sufficient to cover all such taxes and license fees, rounded to the nearest cent.

3.07.02 Modification of Benefits or Terms. The Covered Services set forth in this Agreement and in the PacifiCare Dental Enrollment Packet, as well as other terms of this Agreement, may be modified by PacifiCare Dental in its sole discretion upon thirty (30) days written notice mailed postage prepaid to the Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period.

3.08 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom Dental Plan Premiums are received by PacifiCare Dental are entitled to dental care benefits as described in this Agreement, and then only for the period for which such payment is received. Group agrees to pay premiums to PacifiCare Dental for the first month of coverage for newborn or adopted children who become eligible as provided in the Combined Evidence of Coverage and Disclosure Form.

3.09 Continuation of Benefits and Conversion

3.09.01 Continuation of Benefits Under COBRA. Upon the occurrence of a qualifying event, continuation coverage under this Dental Plan shall be available to affected Members through the Group under the Consolidated Omnibus Reconciliation Act of 1985 (PL 99-272) ("COBRA") as amended by the 1986 Tax Reform Act (PL 99-514) and the 1986 Omnibus Reconciliation Act (PL 99-509).

3.09.02 Notice Regarding Continuation Coverage. The Group shall provide written notice to each affected Member enrolled through the Group of the continuation coverage available to Members as required by and in accordance with COBRA and the amendments thereto.

3.09.03 Premium for Continuation of Benefits. The Group shall be solely responsible for collecting Dental Plan Premiums from Members who elect to continue benefits under COBRA and shall transmit such Dental Plan Premiums to PacifiCare Dental along with the Group Dental Plan Premiums otherwise due under this Agreement. The Group shall maintain accurate records regarding Dental Plan Premium payments for Members who elect to continue benefits, including qualifying events, terminating events and other information necessary to administer the continuation benefit.

3.09.04 Extended Cobra Coverage Under California State Law. Upon the occurrence of a qualifying event, continuation coverage under the California Continuation Benefits Replacement Act ("Cal-COBRA") shall be available to affected Members of the Group provided that the Group

has 2 - 19 employees who meet PacifiCare Dental's eligibility requirements.

Notice Regarding Continuation Coverage. The Group shall provide written notice to PacifiCare Dental of affected Members as required by an in accordance with Cal-COBRA.

Notice Regarding Termination of Continuation Coverage. The Group shall provide written notice to an affected Member receiving continuation coverage, whose continuation coverage under the Dental Plan will terminate before the end of the period the affected Member would have remained covered, of his or her ability to continue coverage under a new group benefit plan as required by and in accordance with Cal-COBRA. It shall be the Group's responsibility to notify the successor plan, in writing, of all affected Members currently receiving continuation coverage under the Dental Plan.

3.09.05 Notice of Individual Conversion Rights. Within fifteen (15) days after a Member's coverage terminates, the Group shall notify the Subscriber on behalf of the Subscriber and his or her Dependents or, if no Subscriber is available, any terminated Dependent, of the availability, terms and conditions of individual conversion rights as set forth in the Combined Evidence of Coverage and Disclosure Form.

#### **4. BENEFITS AND CONDITIONS FOR COVERAGE**

The attached PacifiCare Dental Combined Evidence of Coverage and Disclosure Form, Schedule of Benefits, and additional benefit attachments included at the end of this Agreement and identified on the Cover Page include a complete description of the benefits and conditions of coverage of this Dental Plan, are an integral part of this Agreement, and are incorporated herein by this reference.

#### **5. PARTIES AFFECTED BY THIS AGREEMENT; RELATIONSHIPS BETWEEN PARTIES**

5.01 Relationship of Parties. The Group is not the agent or representative of PacifiCare Dental, and shall not be liable for any acts or omissions of PacifiCare Dental, its agents or employees, or providers, or any other person or organization with which PacifiCare Dental has made, or hereafter shall make, arrangements for the performance of services under this Dental Plan. The Member is not the agent or representative of PacifiCare Dental, and shall not be liable for any acts or omissions of PacifiCare Dental, its agents or employees.

5.02 Compliance with the Health Insurance Portability and Accountability Act of 1996. PacifiCare Dental agrees to furnish written certification of prior creditable coverage (“Certificates”) to all eligible Members, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). PacifiCare Dental and the Group acknowledge that PacifiCare Dental’s agreement to issue Certificates to all eligible Members relieves the Group of its obligation under HIPAA to furnish Certificates. The Group acknowledges that PacifiCare Dental must rely completely on eligibility information and data (including, but not limited to, Member’s name and current address) furnished by the Group in issuing Certificates to Members. The Group agrees to notify PacifiCare Dental of all terminations within thirty (30) days of the termination, and to provide PacifiCare Dental with eligibility information and data within thirty (30) days of its receipt or change. The Group agrees to indemnify, defend and hold PacifiCare Dental harmless and accept all legal, financial and regulatory responsibility for any liability arising out of PacifiCare Dental’s furnishing Certificates to eligible members under HIPAA.

## **6. TERM OF AGREEMENT: AUTOMATIC RENEWAL**

The term of this Agreement shall be one (1) year commencing on the date of execution of this Agreement, unless otherwise indicated on the Cover Sheet or unless this Agreement is terminated as provided herein. This Agreement shall automatically renew for a one (1) year term on each anniversary of the date of commencement of this Agreement, or as indicated on the Cover Sheet, unless terminated as provided herein. Renewal of this Agreement shall be subject to modification of rates and benefits pursuant to Section 3.07.

## **7. TERMINATION**

7.01 Termination by the Group. The Group may terminate this Agreement by giving a minimum of thirty (30) days written notice of termination to PacifiCare Dental. The Group shall continue to be liable for Dental Plan Premiums for all Members enrolled in this Dental Plan until the date of termination.

7.02 Termination by PacifiCare Dental.

7.02.01 For Nonpayment of Dental Plan Premium. PacifiCare Dental may terminate this Agreement in the event the Group or its designee fails to remit Dental Plan Premiums by the required date to PacifiCare Dental by giving written notice of termination of this Agreement via First Class Mail to the Group. Nonpayment of Dental Plan Premiums includes payments returned due to non-sufficient funds and post dated checks. Such notice shall specify that payment of all unpaid Dental Plan Premiums must be received by PacifiCare Dental within fifteen (15) days of the date of issuance of the notice, and if payment is not received within the fifteen (15) day period, no further notice shall be given and coverage for all Members enrolled in this Dental Plan shall terminate effective at the end



of the month for which Dental Plan Premiums have been actually received by PacifiCare Dental.

**7.02.01.01 Reinstatement Following Non-Payment of Dental Plan Premiums.** Notwithstanding Section 7.02.01, receipt by PacifiCare Dental of all Dental Plan Premiums then due and owing on or before the succeeding Dental Plan Premium due date will reinstate this Agreement as though it had never been terminated. However, PacifiCare Dental may, in its discretion, elect not to reinstate this Agreement in any of the following circumstances: (1) the notice of termination states that, if Dental Plan Premium payment is not received within fifteen (15) days of issuance of the notice of termination, a new application is required and identifies conditions under which a new agreement will be issued or this Agreement reinstated; (2) if payment of Dental Plan Premiums is received by PacifiCare Dental more than fifteen (15) days after the issuance of notice of termination, and PacifiCare Dental refunds such payment within twenty (20) business days of receipt; or, (3) if payment of Dental Plan Premiums is received more than fifteen (15) days after issuance of the notice of termination, and PacifiCare Dental issues to the Group, within twenty (20) business days of receipt of such Dental Plan Premiums, a new agreement accompanied by written notice stating clearly those respects in which the new agreement differs from this Agreement in benefits, coverage or otherwise. In the event PacifiCare Dental receives untimely payments after the Group has been terminated, the deposit or application of such funds by PacifiCare Dental does not constitute acceptance of such funds or reinstate the Group, and such funds may be refunded by PacifiCare Dental at its sole discretion.

**7.02.02 For Breach of Material Term.** PacifiCare Dental may terminate this Agreement if the Group breaches any material term, covenant or condition of this Agreement, and fails to cure such breach within thirty (30) days after PacifiCare Dental sends written notice of such breach. PacifiCare Dental's written notice of breach shall make specific reference to the Group's action causing such breach. If the Group fails to cure its breach subject to PacifiCare Dental's satisfaction within thirty (30) days after PacifiCare Dental sends notice of the breach, PacifiCare Dental may terminate the Agreement at the end of the thirty (30) day notice period.

**7.02.03 For Providing Misleading or Fraudulent Information.** PacifiCare Dental may terminate this Agreement thirty (30) days after PacifiCare Dental send written notice to the Group if the Group provides materially misleading or fraudulent information to PacifiCare Dental in any Group questionnaires or is aware that materially misleading or fraudulent information has been provided on membership Enrollment forms.

7.02.04 For Ceasing to Meet Eligibility Criteria PacifiCare Dental may terminate the Group upon thirty (30) days written notice to the Group if the Group fails to meet any of the following Group eligibility requirements:

- a) The Group fails to maintain active Group Participation percentage of seventy-five percent (75%);
- b) For Subscribers without Dependents, the Group fails to maintain a Group Contribution equal to seventy-five percent (75%) of the Dental Plan Premiums;
- c) For Subscribers with Dependents, the Group fails to maintain a Group Contribution equal to the dollar amount of the Group Contribution for Subscribers without Dependents;
- d) The Group fails to abide by and enforce the conditions of the Subscriber Enrollment set forth in this Agreement.

7.02.05 For Changing the Nature of Group's Business. PacifiCare Dental may terminate the Group thirty (30) days after PacifiCare Dental sends written notice to the Group if the Group materially alters the nature of its business. "Materially Alters," for the purposes of this Section 7.02.05, means a significant change in the business conducted by Group after the commencement of this Agreement.

7.02.06 For Loss of Group's Office Location Within Geographic Area of Licenser. PacifiCare Dental may terminate the Group if the Group no longer maintains an office location within the area in which PacifiCare Dental is licensed as a health care service plan. PacifiCare Dental shall provide the Group with thirty (30) days written notice prior to such termination. The Group must notify PacifiCare Dental of the Group's office location provided on the Group application within thirty (30) days of the change.

7.03 Proration of Dental Plan Premiums. If a Group submits partial month's premium for the final coverage month, PacifiCare Dental shall have the discretion to cancel the Group coverage at the end of the previous month and refund the partial payment or cancel the Group coverage at the end of the final month and pursue collection of the outstanding premium

7.04 Return of Dental Plan Premiums Following Termination. In the event of termination by either PacifiCare Dental (except in the case of fraud or deception in the use of PacifiCare Dental services or facilities, or knowingly permitting such fraud or deception by another) or the Group, PacifiCare Dental will, within thirty (30) days, return to the Group the pro-rata portion of money paid to PacifiCare Dental which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to PacifiCare Dental.

## **8. MISCELLANEOUS PROVISIONS**

8.01 Governing Law. This Agreement is subject to the laws of the State of California and the United States of America, including the Knox-Keene Health Care Service Plan Act of 1974, as amended, (codified at Chapter 2.2 of the California Health and Safety Code), and the regulations promulgated thereunder by the California Department of Managed Health Care (codified at Chapter 1 of Division 1 of Title 28 of the California Code of Regulations); the Health Maintenance Organization Act of 1973, as amended, (codified at Subchapter XI of Chapter 6A of Title 42 of the United States Code), and regulations promulgated thereunder by the Center for Medicare and Medicaid Services (codified at Part 417 of Chapter IV of Title 42 of the Code of Federal Regulations); the Health Insurance Portability and Accountability Act of 1996, Public Law 104-1910 (codified at Section 8.1, Title II, subtitle F, section 261.264), and the Employee Retirement Income Security Act of 1974, as amended. Any provisions required to be in this Agreement by any of the above laws and regulations shall bind PacifiCare Dental, Group and Members, whether or not expressly provided in this Agreement.

8.02 PacifiCare Dental Names, Logos, and Service Marks. PacifiCare Dental reserves the right to control all use of its name, product names, symbols, logos, trademarks and service marks currently existing or later established. The Group shall not use PacifiCare Dental's name, product names, symbols, logos, trademarks or service marks without obtaining the prior written approval of PacifiCare Dental.

8.03 Assignment. This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by either party and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the approval of the other party. Notwithstanding the above, if PacifiCare Dental assigns, sells, or otherwise transfers substantially all of its assets and business to another corporation, firm or person, with or without recourse, this Agreement will continue in full force and effect as if such corporation, firm, or person were a party to this Agreement provided such corporation, firm, or person continues to provide prepaid dental services.

8.04 Validity. The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.

8.05 Confidentiality. PacifiCare Dental agrees to maintain and preserve the confidentiality of any and all dental records of its Members in accordance with all applicable state and federal laws. However, a Member authorizes the release of information and access to any and all of Member's dental records for purposes of utilization review, quality assurance, processing of any claim, financial audit,

coordination of benefits, or for any other purpose reasonably related to the provision of benefits under this Agreement to PacifiCare Dental, its agents and employees, Member's participating dental group/IPA/dentist, and appropriate governmental agencies. PacifiCare Dental shall not release any information to the Group which would directly or indirectly indicate to the Group that a Member is receiving or has received Covered Services, unless authorized to do so by the Member.

8.06 Amendments. This Agreement may be modified by PacifiCare Dental as set forth in paragraph 3.07, or it may be amended upon the mutual written consent of the parties.

8.07 Group Use of Administrative Manual. The Group agrees to comply with and to conform to policies and procedures in the Administrative Manual provided by PacifiCare Dental. PacifiCare Dental agrees to provide thirty (30) days notice to the Group of any changes in the Administrative Manual. In the event of conflict between this Agreement and the Administrative Manual, the term of this Agreement shall prevail.

8.08 Attachments. The Cover Sheet and Attachments to this Agreement, and all terms and conditions set forth therein, as they are from time-to-time amended by parties, are incorporated by reference herein and made an integral part of this Agreement.

8.09 Use of Gender. The use of masculine gender in this Agreement includes the feminine gender and the singular includes the plural.

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

8.11 Notices. Except where the Agreement requires that notice be delivered in a particular manner, a notice required or permitted under this Agreement shall be in writing and either delivered personally or by regular, registered, or certified mail, U.S. Express Mail, or overnight courier, postage prepaid, or United States mail at the addresses set forth below or at such other addresses as the parties may hereafter designate:

If to PacifiCare Dental:

PacifiCare Dental  
P.O. Box 25187  
Santa Ana, California 92799-5187

Telephone:

If to a Group or Member, at the Group's or Member's last address known to PacifiCare Dental.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the notice is addressed and mailed with postage prepaid. Notices delivered by U.S. Postal Express mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to the U.S. Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via delivery or mail.

8.12 Acceptance of Agreement. The Group may accept this Agreement either by execution of the Agreement or by making its initial payment to PacifiCare Dental of Dental Plan Premiums as specified herein. Member accepts the terms, conditions and provisions of this Agreement upon completion and execution of the Enrollment form. Acceptance by any of these methods shall render all terms and provisions of this Agreement binding on PacifiCare Dental, the Group and Members.

8.13 Entire Agreement. This Agreement, including all attachments and amendments, contains the entire understanding of the Group and PacifiCare Dental with respect to the subject matter hereof and it incorporates all of the covenants, conditions, promises, and agreements exchanged by the parties hereto with respect to such matter. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, representations or communications, whether written or oral, between the Group and PacifiCare Dental with respect to the subject matter of this Agreement.

8.14 Discrimination Prohibited. PacifiCare Dental shall not refuse to enter any contract or shall not cancel or decline to renew or reinstate any contract because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, handicap, or age of any contracting party, prospective contracting party, or person reasonably expected to benefit from any such contract as a Member or otherwise.

The terms of any contract shall not be modified and the benefits or coverage of any contract shall not be subject to any limitations, exceptions, exclusions, reduction, Copayments, co-insurance, deductibles, reservations, or premium, price or charge differentials, or other modifications because of the race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age of any contracting party, prospective contracting party, or person reasonably expected to benefit from any such contract as a Member or otherwise; except that premium, price or charge differentials because of the sex or age of any such individual and based on objective, valid and up-to-date statistical and actuarial data are not prohibited.

8.15 Provider Termination. PacifiCare Dental will provide written notice to the Group within a reasonable time if it receives notice that any contracting provider terminates or breaches its contract with PacifiCare Dental, or is unable to perform such contract, if the termination, breach, or inability to perform may materially and adversely affect the Group.

8.16 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly, or by implication, limit or define or extend the specific terms of the section so designated.

8.17 No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, this Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.

## 9. ARBITRATION

9.01 Disputes Between PacifiCare Dental and Group. All disputes between Group and PacifiCare Dental shall be resolved by binding arbitration before JAMS, a non-judicial arbitration and mediation service. If the amount at issue is less than \$200,000, then the arbitrator will have no jurisdiction to award more than \$200,000. The JAMS Comprehensive Arbitration Rules and Procedures (“Rules”) in effect at the time a demand for arbitration is made will be applied to the arbitration. The parties will seek to mutually agree on the appointment of an arbitrator; however, if an agreement cannot be reached within thirty (30) days following the date demanding arbitration, the parties will use the arbitrator appointment procedures in the Rules. Arbitration hearings will be held at the neutral administrator’s offices in Los Angeles, California or at another location agreed upon in writing by the parties. Civil discovery may be taken in such arbitration as provided by California law and civil procedure. The arbitrator(s) selected will have the power to control the timing, scope and manner of the taking of discovery and will have the same powers to enforce the parties’ respective duties concerning discovery as would a Superior Court of California. This includes, but is not limited to, the imposition of sanctions. The arbitrator(s) will have the power to grant all remedies provided by California law. The arbitrator(s) will prepare in writing an award that includes the legal and factual reasons for the decision. The parties will divide equally the fees and expenses of the arbitrator(s) and the neutral administrator. The arbitrator(s) will not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California law. The Federal Arbitration Act, 9 U.S.C. §§ 1-4, will also apply to the arbitration.

9.02 Disputes Between Member and PacifiCare.

9.02.01 Member Appeals and Grievances. The attached PacifiCare Dental Combined Evidence of Coverage and Disclosure Form includes a complete description of the PacifiCare Dental appeals and grievance procedures and dispute resolution processes for Members.

9.02.02 Binding Arbitration. Any and all disputes of any kind whatsoever, including, but not limited to, claims relating to the delivery of services under the Dental Plan and claims for malpractice (that is as to whether any dental services rendered under the Dental Plan were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), except for claims subject to ERISA, between Member (including any heirs, successors, or assigns of Member) and PacifiCare Dental, or any of its parents, subsidiaries or affiliates (collectively, "PacifiCare Dental"), shall be submitted to binding arbitration. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Member and PacifiCare Dental are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and are instead accepting the use of binding arbitration by a single arbitrator in accordance with the Comprehensive Rules of JAMS, and administration of the arbitration shall be performed by JAMS or such other arbitration service as the parties may agree in writing. The parties will endeavor to mutually agree to the appointment of the arbitrator, but if such agreement cannot be reached within thirty (30) days following the date demand for arbitration is made, the arbitrator appointment procedures in the Comprehensive Rules will be utilized.

Arbitration hearings shall be held in Orange County, California or at such other location as the parties may agree in writing. Civil discovery may be taken in such arbitration. The arbitrator selected shall have the power to control the timing, scope and manner of the taking of discovery and shall further have the same powers to enforce the parties' respective duties concerning discovery as would a Superior Court of California including, but not limited to, the imposition of sanctions. The arbitrator shall have the power to grant all remedies provided by California law. The parties shall divide equally the expenses of JAMS and the arbitrator. In cases of extreme hardship, PacifiCare Dental may assume all or part of the Member's share of the fees and expenses of JAMS and the arbitrator, provided the Member submits a hardship application to JAMS. The approval or denial of the hardship application will be determined solely by JAMS.

The arbitrator shall prepare in writing an award that includes the legal and factual reasons for the decision. The requirement of binding arbitration shall not preclude a party from seeking a temporary restraining order or preliminary injunction or other provisional remedies from a court with

jurisdiction; however, any and all other claims or causes of action including, but not limited to, those seeking damages, shall be subject to binding arbitration as provided herein. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, shall also apply to the arbitration.

**BY ENROLLING IN PACIFICARE DENTAL BOTH MEMBER (INCLUDING ANY HEIRS AND ASSIGNS) AND PACIFICARE DENTAL AGREE TO WAIVE THE CONSTITUTIONAL RIGHT TO A JURY TRIAL AND INSTEAD VOLUNTARILY AGREE TO THE USE OF BINDING ARBITRATION AS DESCRIBED HEREIN AND IN THE COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM.**

9.03 Mandatory Arbitration. Group, Member (including any heirs and assigns) and PacifiCare Dental agree and understand that any and all disputes, including claims of medical malpractice (that is as to whether any dental [OK?] services rendered under the Dental Plan were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), except for claims subject to ERISA, shall be determined by submission to binding arbitration in accordance with the terms of this Agreement. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Each party, including heirs and assigns, to this Agreement are giving up the constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**




**EXECUTION**


**IN WITNESS WHEREOF, the parties hereto have executed this Agreement in**

**Santa Ana, California, on July 17, 2006**

**PACIFICARE DENTAL**

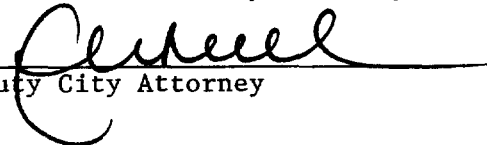
By   
Name: **Kirk Andrews**  
Title: **President**

**CITY OF LONG BEACH-  
RETIREES**

By   
Name Anthony W. Batts  
Title City Manager

APPROVED AS TO FORM

July 6 2007  
ROBERT E. SHANNON, City Attorney

BY   
Deputy City Attorney

**ATTACHMENT A**  
**PACIFICARE DENTAL**  
**COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM**

**ATTACHMENT B**  
**PACIFICARE DENTAL SCHEDULE OF BENEFITS**

**ATTACHMENT C**

**PACIFICARE DENTAL**  
**SUPPLEMENTAL COMBINED GROUP EVIDENCE OF COVERAGE AND**  
**DISCLOSURE FORM**

**ORTHODONTICS (BRACES)**

This Supplemental Combined Evidence of Coverage and Disclosure Form for Orthodontic Benefits (the “Supplemental Orthodontic EOC”) describes your PacifiCare orthodontic benefit. The Supplemental Orthodontic EOC supplements the PacifiCare Dental Combined Evidence of Coverage and Disclosure Form, and the orthodontic benefit is subject to all terms and conditions of the PacifiCare Dental Combined Evidence of Coverage and Disclosure Form. If you have any questions regarding the general provisions of your PacifiCare Dental Plan, including the meaning of capitalized terms in the Supplemental Orthodontic EOC, please consult your PacifiCare Combined Evidence of Coverage and Disclosure Form.

The PacifiCare Dental orthodontics benefit is only available to those Members whose Employer Group has purchased the orthodontic benefit for its employees including Member, and has paid the applicable Dental Plan Premiums to PacifiCare. To receive covered orthodontic services, a Member must:

- Be an enrolled Member of a PacifiCare Dental Plan;
  - Not be covered by any other orthodontic benefit issued by PacifiCare or a PacifiCare affiliate;
  - Not be subject to any exclusion to orthodontic coverage listed in this Supplemental Orthodontic EOC or the PacifiCare Dental Combined Evidence of Coverage and Disclosure Form; and,
  - Have written prior approval by PacifiCare Dental for referral to a contracted PacifiCare Dental orthodontist.
- ◇ A referral must be submitted to and approved by PacifiCare Dental. This will authorize the Member to receive covered orthodontic services by a contracted PacifiCare Dental orthodontist who has agreed to provide these services at reduced fees for PacifiCare Dental Members with an approved referral request.
- ◇ Without prior approval by PacifiCare Dental for an orthodontic referral request, the orthodontist is free to charge the Member their usual and customary rate (“UCR”), instead of the reduced fees listed in this Supplemental Orthodontic EOC.

PacifiCare Dental Orthodontic Benefits under this Supplemental Orthodontic EOC are :

1. Start up services including:

- Cephalometric/Panographic radiographs
- All needed tracings
- All diagnostic/study models
  
- All photographs
- All case studies

Exclusion: Services performed by outside laboratories are not a benefit; therefore the cost is entirely the Member’s responsibility.

Member Copayment - \$250.

2. All treatment performed during a twenty-four (24) month period including:

- Consultations and all office visits.
- All needed fixed and/or removable appliances (including headgear) required to adequately complete treatment in a satisfactory manner.
- Banding
- Retention, if required within (twenty-four) 24 month covered treatment period.

Member Copayment - See enclosed Schedule of Benefits for your plan. [[Why not disclose the applicable copayment here, or disclose all copayments in the Schedule of Benefits?]]

Limitation: If orthodontic treatment requires more than twenty-four (24) months, Members will be responsible for the orthodontist's UCR fees for additional monthly visits as needed, as well as, Copayments for retention (see item #3 below

3. Retention is included in the full treatment Copayment if started during the twenty-four (24) month active treatment coverage period. If retention is begun after the twenty-four (24) month treatment period, then an additional retention Copayment is applicable.

Member Copayment - \$250 up to age eighteen (18) (includes upper and lower retainers).  
Member Copayment - \$300 for adults (age eighteen (18) and older)

4. Final Records are covered if required by your orthodontist, including photographs, models, radiographs or other studies.

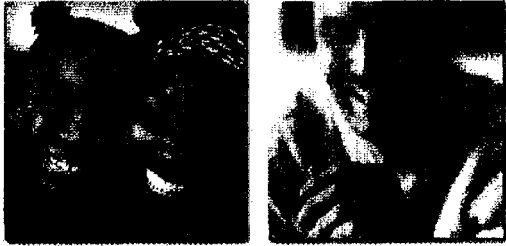
Member Copayment - \$150.

Exclusion: Services performed by outside laboratories are not a benefit; therefore the cost is entirely the Member's responsibility.

5. Exclusions: The following are not covered orthodontic benefits:

- Lost, stolen, or broken appliances
- Treatment in progress prior to effective date of PacifiCare Dental coverage
- Extractions required for orthodontic purposes
- Surgical orthodontics or jaw repositioning
- Myofunctional therapy
- Cleft palate
- Micrognathia
- Macroglossia
- Hormonal imbalances
- Orthodontic retreatment

- Interceptive orthodontics (see item #10 below.)
6. There is no age restriction for the orthodontic benefit.
  7. If a treatment plan is for less than 24 months, then a prorated portion of the full Member Copayment shall apply.
  8. If Member's eligibility ends, for whatever reason, and the Member is receiving orthodontic treatment under the Dental Plan, the rest of the cost for that treatment will be prorated - at the orthodontist's UCR - over the number of months of treatment remaining. Member will be responsible for the payment of this balance under the terms and conditions Member has pre-arranged with the orthodontist.
  9. If Member has the orthodontist perform a "diagnostic work-up" (a consultation and diagnosis) and then decides to forego the treatment program, Member will be charged a \$50 consultation fee, plus any lab costs incurred by the orthodontist.
  10. One orthodontic treatment plan per lifetime is covered.
  11. Active appliances, fabricated prior to full orthodontic treatment in an effort to prevent the need for orthodontic care, are not benefits of PacifiCare Dental.



**CITY OF LONG BEACH**  
**Summary of Benefits & Copayments (HMO)**  
**For Active and Retired Employees**  
*Dental 120*

**PREVENTIVE SERVICES**

Preventive Services	Member Pays
— Office visit .....	No Charge
00210 X-rays, full mouth .....	No Charge
00220 X-rays, single film .....	No Charge
00230 X-rays, each additional film .....	No Charge
01110/01120 Teeth cleaning - adult or child .....	No Charge
01201 Topical Fluoride (including cleaning) - child ...	No Charge
01351 Sealant - per tooth (under age 18) .....	No Charge
00470 Diagnostic casts (non-orthodontic) .....	No Charge
09110 Emergency treatment (palliative) .....	No Charge
09440 Office visit (after hours) .....	No Charge

**ROUTINE SERVICES**

**Restorative Dentistry**

— Amalgam restorations (cavities involving primary and permanent teeth)	
02110 One tooth surface - primary .....	No Charge
02140 One tooth surface - permanent .....	No Charge
02120 Two tooth surfaces - primary .....	No Charge
02150 Two tooth surfaces - permanent .....	No Charge
02130 Three tooth surfaces - primary .....	No Charge
02160 Three tooth surfaces - permanent .....	No Charge
02951 Pin retention, in addition to final restoration - per tooth .....	No Charge
02940 Sedative filling .....	No Charge

**Oral Surgery**

— Extractions	
07110 Single tooth - uncomplicated (non-orthodontic) .....	No Charge
07120 Each additional tooth - same visit .....	No Charge
07220 Removal of impacted tooth - soft tissue .....	No Charge
07230 Removal of impacted tooth - partially bony ..	No Charge
07240 Removal of impacted tooth - completely bony..	No Charge
07210 Surgical removal of an erupted tooth .....	No Charge
07285 Biopsy of oral tissue (hard) .....	No Charge
07286 Biopsy of oral tissue (soft) .....	No Charge
07310 Alveoplasty, in conjunction with extractions - per quadrant .....	No Charge
07320 Alveoplasty, not in conjunction with extractions - per quadrant .....	No Charge
09220 General anesthesia - first 30 minutes .....	\$125.00
09221 General anesthesia - each additional 15 minutes..	\$60.00
09240 Intravenous sedation .....	\$140.00

**Endodontics**

03110 Pulp capping (direct) .....	No Charge
03120 Pulp capping (indirect) .....	No Charge
03220 Therapeutic pulpotomy .....	No Charge
— Root canals (per tooth)	
03310 Anterior (excluding final restoration) .....	No Charge
03320 Bicuspid (excluding final restoration) .....	No Charge
03330 Molar (excluding final restoration) .....	No Charge

**Periodontics**

04220 Gingival curettage, root planing - per quadrant...	No Charge
04210 Gingivectomy - per quadrant .....	No Charge
04250 Mucogingival surgery - per quadrant .....	No Charge
04211 Gingivectomy - per tooth .....	No Charge
04910 Perio recall including prophyl .....	No Charge
09952 Occlusion adjustment (complete) .....	No Charge

**Member Pays**

**MAJOR SERVICES**

**Crowns**

02930 Stainless steel crown - primary tooth .....	No Charge
02932 Resin crown (not for molars) .....	No Charge
02791 Full metal crown* .....	No Charge
02780 3/4 metal crown* .....	No Charge
02740 Porcelain crown (not for molars) .....	No Charge
02751 Porcelain with metal crown (not for molars)* .....	No Charge
02952 Cast post & core, in addition to crown* .....	No Charge
02954 Prefabricated post & core, in addition to crown ..	No Charge

**Pontics**

06211 Pontic, cast metal (base)* .....	No Charge
06242 Pontic, porcelain with metal* .....	No Charge
02910 Inlay recementation .....	No Charge
02920 Crown recementation .....	No Charge
06930 Bridge recementation .....	No Charge

**Prosthetics**

— Dentures and partials	
05110 - 05120 Complete denture, upper or lower .....	No Charge
05211 - 05212 Partial denture, upper or lower with resin base .....	No Charge
05410 - 05422 Adjustment .....	No Charge
05510 - 05640 Repair .....	No Charge
05650 - 05660 Add tooth or clasp .....	No Charge
05730 - 05741 Reline (chairside) .....	No Charge
05750 - 05761 Reline (lab processed) .....	No Charge
01510 - 01515 Fixed space maintainer (band type) .....	No Charge
01520 - 01525 Removable acrylic space maintainer .....	No Charge

*Dentist may charge \$20.00 for broken appointments if not notified at least 24 hours in advance.*

*\*Plus actual lab cost of precious metal.*

**ORTHODONTICS**

**The orthodontic benefit covers: consultation, all necessary appliances, banding, and monthly office visits for 24 months.**

Fully-banded case .....	\$500.00
Partially-banded case .....	\$250.00

*Specific copayment levels have also been set for start-up and retention services.*

*Orthodontic treatment must be provided by a PacifiCare Dental Panel Orthodontist. A referral must be submitted by your assigned dental provider to PacifiCare Dental.*



# A Summary of Benefits and Copayments

## DENTAL 120

### How do I Enroll?

1. Please complete a *Member Enrollment* application. Instructions are provided on the back of the application.
2. Be sure to select a dental office from the list we have provided. Write the number of the provider facility, dentist name, and city that you have selected on your *Member Enrollment* application. Also circle that office on the list and keep it to remind yourself which office you selected.
3. Under the Plan Selection section of the *Member Enrollment* application mark the box labeled - PacifiCare SignatureValue.
4. If you do not want dental coverage because you are currently covered under someone else's dental plan, please complete the *Refusal of Employee and/or Dependent Coverage* form instead.
5. Return the completed *Member Enrollment* application or *Refusal of Employee and/or Dependent Coverage* form to your benefits administrator. Keep this brochure for reference until you receive your PacifiCare Dental ID card, *Evidence of Coverage and Disclosure Form*, and *Principal Benefits and Coverages* policy booklets.

If you need to visit your dentist before you receive your ID card and booklets, call the phone number given for the dental office you circled. Tell them you have just enrolled in PacifiCare Dental, and that your eligibility can be confirmed by calling PacifiCare Dental's Eligibility Line at 1-800-622-0161.

Many benefit copayments, as well as major exclusions and limitations, are listed in this brochure. However, more detailed information is given in your *Evidence of Coverage and Disclosure Form* booklet, which you will receive in a few weeks. You should refer to this brochure only until your *Evidence of Coverage and Disclosure Form* booklet and *Principal Benefits and Coverages* policy booklets arrive.

If, upon your effective date, you are under treatment for an acute dental condition through a non-contracted dental provider, PacifiCare Dental will honor your claims, subject to the limitations and exclusions of your plan. Please contact Member Service for directions on continuing your care.

If you have any questions concerning your benefits, please call PacifiCare Dental's Member Service department at 1-800-22-TEETH (1-800-228-3384).

### Your Whole Family is Eligible.

California residents and their eligible dependents are qualified for plan benefits. Eligible dependents include your spouse and unmarried dependent children up to age 19. (Age limitations may vary. Consult your benefits administrator for specific age requirements.)

For full-time students ages 19 through 25, verification must be provided by the school attended by the 20th of the month preceding coverage. A full-time student is defined as taking at least 12 semester units.

All copayments listed in the *Summary of Benefits* are paid by the member directly to their assigned dental office.

### Emergency Care is Also Covered.

If an emergency occurs and you are required to receive dental care at a place other than your assigned dental office, PacifiCare Dental will reimburse you for covered emergency treatment only, less any applicable copayments.

### Limitations

- Denture and partial replacement: only when dentures cannot be made serviceable
- Cleanings: once every six months
- Full mouth X-rays: once every year
- Pedodontic referrals (*through age 18 as necessary*): referral covered to 51% of specialist's fees
- Administration of I.V. sedation or general anesthesia is limited to covered oral surgical procedures involving one or more impacted teeth (soft tissue, partial bony or complete bony impactions)

### Exclusions

- Dispensing of drugs (*prescription or over-the-counter*)
- Teeth extracted for orthodontic purposes
- Treatment of Temporomandibular Joint Syndrome (TMJ)
- Oral surgery requiring the setting of fractures or dislocations
- Treatment of malignancies, cysts, or neoplasms
- Cosmetic dentistry
- Lost or stolen dentures or orthodontic appliances

*This summary of benefits and copayments constitutes only a summary of the health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage. You may ask for a copy of that contract from your employer group.*

**PacifiCare®**  
Dental

P.O. Box 25187  
Santa Ana, CA 92799-5187  
1-800-228-3384  
[www.pacificare-dental.com](http://www.pacificare-dental.com)

Underwritten by PacifiCare Life and Health Insurance Company, Inc.  
Copyright © PacifiCare Dental