CITY OF PALO ALTO CONTRACT NO. ___________

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
DELTA DENTAL OF CALIFORNIA
FOR PROFESSIONAL SERVICES
PROVISION DENTAL PLAN CLAIMS ADMINISTRATION SERVICES

This AGREEMENT is entered into January 1, 2009, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and Delta Dental of California, a California Corporation, located at 100 First Street, San Francisco, CA 94105 (PH) 415-972-8300 ("CONTRACTOR").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to utilize CONTRACTOR to provide Dental Plan Claims Administration ("Services").

B. CONTRACTOR has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONTRACTOR to provide the Services as more fully described in Exhibit "A", Scope of Service, and "Exhibit A-1", Policy, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONTRACTOR shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through December 31, 2009, unless terminated earlier pursuant to Section 19 of this Agreement. CITY retains the option to renew for up to two additional one year periods.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONTRACTOR shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONTRACTOR in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONTRACTOR. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONTRACTOR.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to
CONTRACTOR for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed ninety two thousand four hundred forty eight Dollars ($92,448.00) for year one. The applicable rates and schedule of payment are set out in Exhibit “C”, entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONTRACTOR shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONTRACTOR shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONTRACTOR’s billing rates (set forth in Exhibit “C”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONTRACTOR’s payment requests shall be subject to verification by CITY. CONTRACTOR shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONTRACTOR or under CONTRACTOR’s supervision. CONTRACTOR represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR represents that it, its employees and subCONTRACTORS, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONTRACTOR under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONTRACTOR shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONTRACTOR. If CONTRACTOR has prepared plans and specifications or other design documents to construct the Project, CONTRACTOR shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project.

Professional Services 2
Revised 10/18/07
This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. NOT APPLICABLE. If this Agreement pertains to the design of a public works project, CONTRACTOR shall submit estimates of probable construction costs at each phase of design submittal.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONTRACTOR, and any person employed by or contracted with CONTRACTOR to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONTRACTOR are material considerations for this Agreement. CONTRACTOR shall not assign or transfer any interest in this Agreement nor the performance of any of CONTRACTOR’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING. CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONTRACTOR shall be responsible for directing the work of any subCONTRACTORS and for any compensation due to subCONTRACTORS. CITY assumes no responsibility whatsoever concerning compensation. CONTRACTOR shall be fully responsible to CITY for all acts and omissions of a subCONTRACTOR. CONTRACTOR shall change or add subCONTRACTORS only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONTRACTOR will assign RC Martinez as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and as the project coordinator to represent CONTRACTOR during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONTRACTOR, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City’s project manager is Rey Guillen, Human Resources Department, Benefits Division, Palo Alto, CA 94303, Telephone: 650-329-2429. The project manager will be CONTRACTOR’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents,
other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONTRACTOR agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONTRACTOR waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONTRACTOR nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONTRACTOR makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONTRACTOR will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONTRACTOR’s records pertaining to matters covered by this Agreement. CONTRACTOR further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1 To the fullest extent permitted by law, CONTRACTOR shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONTRACTOR, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2 Notwithstanding the above, nothing in this Section 16 shall be construed to require CONTRACTOR to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3 The acceptance of CONTRACTOR’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1 CONTRACTOR, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONTRACTOR and its contractors, if any, shall obtain a policy endorsement naming CITY as
an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONTRACTOR retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, CONTRACTOR shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONTRACTOR will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONTRACTOR. Upon receipt of such notice, CONTRACTOR will immediately discontinue its performance of the Services.

19.2. CONTRACTOR may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONTRACTOR shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONTRACTOR or its contractors, if any, or given to CONTRACTOR or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONTRACTOR will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONTRACTOR, CITY will be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR’s
services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONTRACTOR: Attention of the project director
at the address of CONTRACTOR recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ subCONTRACTORS, contractors or persons having such an interest. CONTRACTOR certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONTRACTOR is a “CONTRACTOR” as that term is defined by the Regulations of the Fair Political Practices Commission, CONTRACTOR shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section
2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by
CITY and set forth in Exhibit “E.”

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1. This Agreement will be governed by the laws of the State of California.

23.2. In the event that an action is brought, the parties agree that trial of such action
will be vested exclusively in the state courts of California in the County of Santa Clara, State of
California.

23.3. The prevailing party in any action brought to enforce the provisions of this
Agreement may recover its reasonable costs and attorneys' fees expended in connection with that
action. The prevailing party shall be entitled to recover an amount equal to the fair market value of
legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third
parties.

23.4. This document represents the entire and integrated agreement between the
parties and supersedes all prior negotiations, representations, and contracts, either written or oral.
This document may be amended only by a written instrument, which is signed by the parties.

23.5. The covenants, terms, conditions and provisions of this Agreement will apply
to, and will bind, the heirs, successors, executors, administrators, assignees, and CONTRACTORs
of the parties.

23.6. If a court of competent jurisdiction finds or rules that any provision of this
Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this
Agreement and any amendments thereto will remain in full force and effect.

23.7. All exhibits referred to in this Agreement and any addenda, appendices,
attachments, and schedules to this Agreement which, from time to time, may be referred to in any
duly executed amendment hereto are by such reference incorporated in this Agreement and will be
deemed to be a part of this Agreement.

23.8. This Agreement is subject to the fiscal provisions of the Charter of the City of
Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a)
at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year,
or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the
fiscal year and funds for this Agreement are no longer available. This Section 24.8 shall take
precedence in the event of a conflict with any other covenant, term, condition, or provision of this
Agreement.

23.9. The individuals executing this Agreement represent and warrant that they have
the legal capacity and authority to do so on behalf of their respective legal entities.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

______________________
City Manager

DELTA DENTAL OF CALIFORNIA

_____________________
By:_____________________

_____________________
Name:__________________

_____________________
Title:__________________

APPROVED AS TO FORM:

_____________________
Senior Asst. City Attorney

APPROVED:

_____________________
Director of Administrative Services

Attachments:

EXHIBIT “A”: SCOPE OF WORK
EXHIBIT “A-1”: POLICY
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “E”: CERTIFICATION OF NONDISCRIMINATION
ATTACHMENT B

EXHIBITS TO AGREEMENT

EXHIBIT A  Scope of Work
EXHIBIT A-1  Policy
EXHIBIT B  Schedule of Performance
EXHIBIT C  Compensation
EXHIBIT D  Insurance Requirements
EXHIBIT E  Certification of Nondiscrimination
EXHIBIT “A”
SCOPE OF SERVICES

CONSULTANT will provide third-party claims administration services for the City of Palo Alto’s dental plan. Attached as Exhibit A-1 is the Policy which details the Plan to be administered for the CITY.
DELTA DENTAL OF CALIFORNIA

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

Home Office: 100 First Street, San Francisco, California 94105 (Herein referred to as “Delta Dental”)
415-972-8300

Group Number 2795

IN CONSIDERATION of the application made by CITY OF PALO ALTO, referred to in this Contract as “the Contractholder,” and IN CONSIDERATION of payments by the Contractholder as stated in Article 3, Delta Dental agrees to provide the Benefits in Article 4 for a period of one year, beginning at 12:01 a.m., Standard Time, on the Effective Date, January 1, 2009 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

This Contract contains the following Articles:

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

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

1.1 **Administrator** - a third party entity designated by Delta Dental to perform administrative functions described throughout this Contract, including, but not limited to, the collection of premium and eligibility.

1.2 **Benefits** - those dental services that are available under the terms of this Contract as set out in Article 4.

1.3 **Contract** - this agreement between Delta Dental and the Contractholder including the attached appendices. This Contract is the entire Contract between the parties.

1.4 **Contract Term** - the period beginning on the Effective Date and ending on December 31, 2009, and each subsequent yearly period during which this Contract remains in effect.

1.5 **Delta Dental Dentist** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.

1.6 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.

1.7 **Dependent** - a Primary Enrollee’s Dependent who is eligible for Benefits under Article 2 of this Contract.

1.8 **Eligibility Date** - the date an Enrollee’s eligibility for Benefits becomes effective under the terms of this Contract.

1.9 **Enrollee** - a Primary Enrollee or a Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta Dental receives the appropriate monthly payment as set out in Article 3.

1.10 **Enrollee Co-payment** - the portion of the Dentist’s fees or allowances charged for Benefits that is the Enrollee’s responsibility.

1.11 **Fee Actually Charged** - the fee for a particular dental service or procedure which a Dentist submits to Delta Dental on a claim form, less any portion of such fee which is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.

1.12 **Participating Plan** - Delta Dental and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist it in administering the Benefits of this Contract.

1.13 **Prevailing Fee** - an allowance determined by Delta Dental and/or a Participating Plan for services provided by a dentist who is not a Delta Dentist.

1.14 **Primary Enrollee** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.

1.15 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.
1.16 **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.

1.17 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 Dental and which Delta Dental has accepted. For these Dentists, the words “Usual, Customary and Reasonable” means the following:

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

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

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

**ARTICLE 2 - ELIGIBILITY**

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

2.2 Dependents are the Primary Enrollee’s legal spouse or domestic partner and unmarried dependent children from birth to age 19, or to age 26 if enrolled as full-time students in an accredited school, college or university. Children include stepchildren, children of a domestic partner, adopted children, children placed for adoption and foster children, provided they depend upon the Primary Enrollee for support and maintenance. The Dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired Dependents become eligible as soon as they acquire dependent status.

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

Domestic partners of the opposite sex when both are under age 62 may not register a partnership with the Secretary of State. However, the Contractholder has elected to extend coverage to such partners. An affidavit of opposite sex domestic partnerships under age 62 may be required by the Contractholder.

A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this Contract.

2.3 An unmarried dependent child may continue eligibility if:

a) He or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;

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

2.4 Dependents in military service are not eligible.

2.5 Every enrolled employee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta Dental will not provide Benefits for any employee or his or her Dependents unless (1) the employee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payments are made as required by Article 3 of this Contract, for the months in which Delta Dental provides covered dental services.

2.6 The Contractholder agrees to enroll all of its Primary Enrollees in this plan. All employees of the Contractholder meeting the eligibility requirements of this Article are “Primary Enrollees” under this plan unless the Contractholder offers one or more alternate plans of dental coverage. In that event, Primary Enrollees will continue to be eligible under this plan unless they file a choice card with the Contractholder electing an alternate plan during an open enrollment period agreed upon between Delta Dental and the Contractholder.

2.7 The Contractholder will compile and furnish Delta Dental with an initial report of all Primary Enrollees, showing their Enrollee ID numbers, their dates of hire and division codes. The initial report shall be provided to Delta Dental or prior to the Effective Date of this Contract. The Contractholder also agrees to report all persons electing continued coverage under Article 10, showing Enrollee ID numbers and date of election.

2.8 The Contractholder may continue to submit subsequent eligibility reports monthly or may report only additions or deletions to the initial report. If the report is not updated by the Contractholder or has not arrived or been processed for the current month, Delta Dental will extend the last report received to process claims. The extension of the eligibility report does not waive the requirement that the Contract holder provide an updated report to Delta Dental each month indicating additions or deletions from any previous report. The Contractholder shall pay, as set forth in Article 3, all amounts applicable for Primary Enrollees reported in the updated report.

2.9 Enrollees are not eligible during a period the Primary Enrollee does not report to work on a regular basis and is not actively employed as determined by the Contractholder. Eligibility resumes on the first day of the month following the return to active employment if amounts due to Delta Dental for Enrollees have been paid. But, eligibility can continue without interruption if the Contractholder continues to report the employee as a Primary Enrollee and the amounts due to Delta Dental are paid on the employee’s behalf.

2.10 A Primary Enrollee absent from work due to a leave of absence governed by the “Family and Medical Leave Act of 1993” (P.L. 103-3) will not be subject to Section 2.9.

2.11 A Primary Enrollee absent from work due to a leave of absence governed by the “Uniformed Services Employment and Re-employment Rights Act of 1994” (P.L. 103-353) will not be subject to Section 2.9. Such Primary Enrollee shall have the right to continue coverage for up to 24 months while he or she is on military leave. If the Primary Enrollee elects this continued coverage, he or she must submit the Premiums necessary to the Contractholder.
2.12 A Primary Enrollee’s eligibility ends on the last day of the month in which his or her full-time employment ends, unless he or she chooses to continue coverage under Article 10. A Dependent’s eligibility ends along with the Primary Enrollee’s, or sooner if the Dependent loses his or her dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

2.13 The Contractholder agrees to permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractholder’s records in order to verify the accuracy of lists of Primary Enrollees prepared by the Contractholder and submitted to Delta Dental and to verify the Contractholder’s compliance with Article 3 of this Contract.

ARTICLE 3 – PAYMENTS

3.1 Delta Dental will transmit a weekly invoice summarizing claims paid and administration charges. The weekly invoice will be transmitted by fax or e-mail to the Contractholder’s designated representative. Delta Dental will initiate an electronic fund transfer for the invoiced amount from the Contractholder’s designated bank account within three business days of sending the weekly invoice.

The Contractholder agrees to pay Delta Dental $7.20 per Primary Enrollee per month to compensate Delta Dental for its administration of the dental plan.

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

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 Delta Dental shall pay or otherwise discharge the Applicable Percentage of the Dentist's Usual, Customary and Reasonable fees or of the Fee Actually Charged, whichever is less, for the Basic Benefits listed below. During the first calendar year of an Enrollee’s eligibility, the Applicable Percentage for Basic Benefits shall be 70%. Provided the Enrollee has utilized the plan during the calendar year in which the Applicable Percentage was 70%, the Applicable Percentage for Basic Benefits shall be increased to 80% for care provided during the next succeeding calendar year of eligibility; and the Applicable Percentage for Basic Benefits shall increase to 90% in the calendar year succeeding a period in which the Applicable Percentage was 80% and the Applicable Percentage for Basic Benefits shall increase to 100% in the calendar year succeeding a period in which the Applicable Percentage was 90%. If during a calendar year of eligibility the Enrollee does not utilize the plan, the Applicable Percentage for Basic Benefits provided during the next calendar year shall remain the same. (For example, if during a period in which the Applicable Percentage was 90% the Enrollee fails to utilize the plan, the Applicable Percentage for the succeeding calendar year shall remain 90%). If an Enrollee loses eligibility, the Applicable Percentage for Basic Benefits provided during any subsequent period of eligibility shall commence at 70%.
Diagnostic- oral examinations (including
   initial examinations
   periodic examinations
   emergency examinations)
   x-rays
diagnostic casts
examination of biopsied tissue
palliative (emergency) treatment of dental pain
specialist consultation

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

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

Night Guards intraoral removable appliance provided for the treatment of harmful oral habits associated with periodontal disease

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

Crows, Inlays, Onlays and Cast Restorations - treatment of carious lesions (visible destructions of hard tooth structure resulting from the process of dental decay) which can not be restored with amalgam, synthetic porcelain or plastic restorations

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

Note on additional Benefits during pregnancy - When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each calendar year while the Enrollee is covered under this Contract include: one additional oral exam and either one additional routine cleaning or one additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.
4.3 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist’s Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, for the construction or repair of fixed bridges, partial or complete dentures to replace missing, natural teeth.

4.4 IMPLANT BENEFITS. Delta Dental agrees to pay 50% of the Dentist’s Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, for Implants Benefits under this Contract for endosseous, transosseous, subperiosteal and endodontic implants; implant connecting bars; implant repairs; and implant removal.

4.5 ORTHODONTIC BENEFITS. Delta Dental will provide Orthodontic Benefits in accordance with the Orthodontic Benefit rider attached hereto as Appendix A.

4.6 LIMITATIONS:

(a) Only the first two oral examinations, including office visits for observation and specialist consultations, or combination thereof, provided to an Enrollee in a calendar year while he or she is enrolled under any Delta Dental plan are Benefits under this plan. See note on additional Benefits during pregnancy.

(b) Delta Dental pays for full-mouth x-rays only after three years have elapsed since any prior set of full-mouth x-rays was provided under any Delta Dental plan.

(c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in a calendar year for children to age 18, or once in a calendar year for adults ages 18 and over, while he or she is an Enrollee under any Delta Dental plan.

(d) Diagnostic casts are a Benefit only when made in connection with subsequent orthodontic treatment covered under this plan.

(e) A prophylaxis (cleaning) or Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan. See note on additional Benefits during pregnancy.

Routine prophylaxes are covered as a Diagnostic and Preventive benefit and periodontal prophylaxes are covered as a Basic Benefit.

(f) Periodontal scaling and root planning is a Benefit once each quadrant each 12-month period. See note on additional Benefits during pregnancy.

(g) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan.

(h) Sealant Benefits include the application of sealants only to permanent first molars through age eight and second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface. Sealant Benefits do not include the repair or replacement of a sealant on any tooth within two years of its application.

(i) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while he or she is an Enrollee under any Delta Dental plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
(j) Prostodontic appliances that were provided under any Delta Dental plan, including but not limited to fixed bridges and partial or complete dentures, will be replaced only after five years have passed, unless Delta Dental 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 prostodontic appliance not provided under a Delta Dental plan will be made if it is unsatisfactory and cannot be made satisfactory.

(k) Delta Dental will pay the applicable percentage of the Dentist’s Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A “standard” complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.

(l) If an Enrollee selects a more expensive plan of treatment than is customarily provided or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the Enrollee is responsible for the remainder of the Dentist’s fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.

(m) Delta Dental will pay for Night Guards or Temporary Tooth Stabilization only if provided in connection with a documented history of or formal treatment plan for active periodontal therapy.

(n) Implants are Benefits only when conventional fixed or removable prosthesis cannot provide clinically acceptable service and the patient will derive significantly greater benefit from an implant-borne prosthesis.

(o) Covered implant procedures are not a Benefit unless the Dentist requests and receives redetermination from Delta Dental. A second opinion may be required from a Dentist and at a location selected by Delta Dental before predetermination will be granted.

(p) Replacement implants are Benefits only following a five-year period after installation of an original implant provided under any Delta Dental plan.

4.7 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) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.

(l) Replacements of existing restorations for any purposes other than active tooth decay.

(m) Intravenous sedation and complete occlusal adjustment.

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

ARTICLE 5 - MAXIMUM AMOUNT

5.1 The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations, Prosthodontic and Implant Benefits provided to any Enrollee in a calendar year is $2,000.00.

ARTICLE 6 - COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is “primary” under the rules described below, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is “primary” under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (California Health and Safety Code 1374.19 (2007).

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

(a) The plan that covers the person as other than a Dependent is primary over the plan that covers the person as a Dependent, with the following exception:
If the person is also a Medicare Beneficiary and Medicare is:

(i) secondary to the plan covering the person as a Dependent; and

(ii) primary to the plan covering the person as other than a Dependent (for example, a retired employee),

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

(b) The plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a dependent child whose parents are separated or divorced as described in (c) below).

(c) In the case of a dependent child whose parents are legally separated or divorced:

(i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the parent without custody.

(ii) If the parent with custody has remarried, the plan which covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the step-parent, and the plan which covers the child as a Dependent of the step-parent is primary over the policy or plan which covers the child as a Dependent of the parent without custody.

(iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this plan, then notwithstanding (i) and (ii), the plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other plan which covers the child.

6.3 The Benefits of a plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other plan covering such person as an employee.

6.4 If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one plan, Benefits order shall be determined as follows:

(a) The Benefits of the plan covering the person as an employee or Dependent shall be primary.

(b) The Benefits under continuation coverage shall be secondary.

6.5 If the primary plan cannot be determined by the rules described in this Article 6, the plan that has covered the person longer shall be primary.
6.6 An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

ARTICLE 7 - CONDITIONS UNDER WHICH DELTA DENTAL WILL PROVIDE BENEFITS

7.1 Benefits, unless otherwise provided in Article 4, are available from the Eligibility Date of an Enrollee.

7.2 An Enrollee may choose the services of any licensed Dentist, but neither Delta Dental nor the Contractholder guarantees the availability of any particular Dentist.

7.3 Before Delta Dental is obligated to approve and/or satisfy any claims under this Contract, Delta Dental is entitled to receive, to such extent as is lawful, such information and records relating to attendance at or examination of or treatment provided to an Enrollee from any attending or examining Dentist, or from hospitals in which a Dentist’s care is provided, as may be required in the administration of such claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his or her community or residence. Delta Dental agrees in every case to hold such information and records as confidential.

7.4 The process Delta Dental uses to determine or deny payment for services are distributed to all Delta 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 Dental’s Customer Service department for more information regarding Delta Dental’s processing policies.

7.5 Second Opinions. Delta Dental reserves the right to obtain second opinions through regional consultant members of its quality review committee. This committee conducts clinical examinations, prepares objective reports of dental conditions, and evaluates treatment that is proposed or has been proposed.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a predetermination of treatment cost by a Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the regional consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a regional consultant Delta Dental will pay for all charges.
The Enrollee may otherwise obtain second opinions about treatment from any Dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

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

7.6 For services provided by a California Dentist who is not a Delta Dental Dentist, Delta Dental will not pay more than the lesser of the fees entered on the claim form reporting such services to Delta Dental or the Prevailing Fee, multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim form from the Enrollee, Delta Dental will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim, reduced by the portion discounted, waived, rebated or not collected, or (2) the Prevailing Fee, reduced by the portion discounted, waived, rebated or not collected.

7.7 Delta Dental will pay a Delta Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dentists provide that, in the event Delta Dental fails to pay the Dentist, the Enrollee will not owe the dentist for any sums owed by Delta Dental.

7.8 Delta Dental will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta Dental will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the state of California. In the event Delta Dental fails to pay the Dentist who has not contracted with Delta Dental as a Delta Dentist, the Enrollee may be liable to the dentist for the cost of the service.

7.9 Delta Dental is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta Dental, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.

7.10 Delta Dental, with the assistance of Participating Plans, will give each Delta Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the Enrollee’s parent or guardian if such Enrollee is a minor) must be submitted to Delta Dental.

7.11 If an Enrollee has any questions about the services received from a Delta Dental Dentist, Delta Dental recommends that he or she first discuss the matter with the Dentist. If he or she continues to have concerns, the Enrollee may call or write Delta Dental. Delta Dental will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between the Enrollee and the group. If an Enrollee has any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, he or she may call Delta Dental toll-free at 800-765-6003, contact Delta Dental on the Internet through the web site: www.deltadentalins.com or write Delta Dental at P. O. Box 997330, Sacramento, CA 95899-7330 Attention: Customer Service Department.
If an Enrollee’s claim has been denied or modified, the Enrollee may file a request for review (a grievance) with Delta Dental within 180 days after receipt of the denial or modification. If a request for review is not made within this 180-day period, the right to further review of the claim determination will be lost. If in writing, the correspondence must include the group name and number, the Primary Enrollee’s name and Enrollee ID number, the inquirer’s telephone number and any additional information that would support the claim for benefits.

The correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, Delta Dental will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Delta Dental’s review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of Delta Dental’s regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Delta Dental’s review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and Delta Dental will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, Delta Dental shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

Delta Dental will provide the Enrollee a written acknowledgement within five calendar days of receipt of the request for review. Delta Dental will make a written decision within 30 calendar days of receipt of the request for review. Delta Dental will respond, within three calendar days of receipt, to complaints involving severe pain and imminent and serious threat to an Enrollee’s health. An Enrollee may file a complaint with the Department of Managed Health Care after he or she has completed Delta Dental’s grievance procedure or after he or she has been involved in Delta Dental’s grievance procedure for 30 calendar days. An Enrollee may file a complaint with the department immediately in an emergency situation, which is one involving severe pain and/or imminent and serious threat to the Enrollee’s health.

The California Department of Managed Health Care is responsible for regulating health care service plans. If an Enrollee has a grievance against Delta Dental, the health plan, the Enrollee should first telephone Delta Dental at 800-765-6003 and use Delta Dental’s grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to an Enrollee. If help is needed with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by this health plan, or a grievance that has remained unresolved for more than 30 calendar days, the Enrollee may call the department for assistance.

An Enrollee may also be eligible for an Independent Medical Review (IMR). If eligible for an IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (888-HMO-2219) and a TDD line (877-688-9891) for the hearing and speech impaired. The department’s Internet Web site (http://www.hmohelp.ca.gov) has complaint forms, IMR application forms and instructions online.
IMR is generally not applicable to a dental plan, unless that dental plan covers services related to the practice of medicine or offered pursuant to a contract with a health plan involving medical, surgical or hospital services.

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

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

ARTICLE 8 - OTHER DELTA DENTAL OBLIGATIONS

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

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

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

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

8.2 A Dentist may file a statement before treatment, showing the services to be provided to an Enrollee. Delta Dental will predetermine the amount of Benefits payable under this Contract for the listed services. A predetermination will become invalid at the end of the Contract Term or the date the Enrollee’s eligibility ends.

8.3 Delta Dental will not make any payment for services provided to an individual who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Delta Dental shall not be obligated to recover claims paid to a Dentist as a result of Contractholder’s retroactive adjustments to eligibility reports. The Contractholder agrees to reimburse Delta Dental for any erroneous claims payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

8.4 Delta Dental will provide professional review of the adequacy of service provided by Delta Dentists.
8.5 Delta Dental, with the assistance of a Participating Plan, agrees to furnish to the Contractholder on the effective date, and at reasonable times thereafter, a directory of Delta Dental Dentists who have agreed to provide the services described in this Contract. It is understood that the Dentists listed in that directory may change from time to time and Delta Dental reserves the right to update the directory without prior notice to the Contractholder. However, Delta Dental agrees to give notice to the Contractholder within a reasonable time of any Delta Dentist's termination or breach of Contract, or inability to perform, which will materially and adversely affect the Contractholder. Current information concerning the Delta Dentist status of any Dentist may be obtained by telephoning the Delta Dental Customer Service department at 1-800-765-6003. The Dentists providing or contracting to provide dental services under this Contract are solely responsible for those dental services, and in no case will Delta Dental or the Contractholder be liable for any act or omission by such Dentists, their agents or employees.

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

8.7 Delta Dental shall furnish the Contractholder weekly accountings showing the amount of Dentists' statements paid or discharged during the preceding week and the amount payable for administration (pursuant to paragraph 3.1 of the Contract). Delta Dental may render interim accountings at any time, if it has insufficient funds on hand to pay Dentists' statements and may suspend payments of such statements until the funds are received. Delta Dental shall in no event be obligated to pay for or provide Benefits except out of funds paid by the Contractholder.

8.8 Delta Dental shall return to the Contractholder after the end of the Contract Term monies remaining, if any, after payment or other discharge of current bills for services. For purposes of computations of amounts payable hereunder, amounts, if any, withheld from payments to Delta Dentists by Delta Dental for its reserves, research or other purposes deemed proper by the governing board of Delta Dental will be deemed to have been paid to Delta Dental in discharge of claims of such Dentists.

8.9 Enrollees have access to dental care when they are outside of the United States through Delta Dental'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. Claims that result from services received out-of-country are paid at the out-of-network level. 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 Dental, if the Contractholder fails (1) to give Delta Dental a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder’s records as called for under Article 2, or (3) to pay the amounts charged in the manner required in Article 3, provided the Contractholder has been duly notified of such failure and at least 15 days have elapsed since the date of notification.

(b) By either the Contractholder or Delta Dental, upon expiration of a Contract Term.

9.2 If Delta Dental terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta Dental is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta Dental for the full amount of all Dentist’s Statements paid or otherwise discharged by Delta Dental pursuant to this Contract, including claims discharged by Delta Dental pursuant to this paragraph, plus $7.20 per Primary Enrollee per month as provided in paragraph 3.1, less amounts actually paid by the Contractholder to Delta Dental.

9.3 A party choosing to terminate this Contract at the end of a Contract Term must give at least 60 days written notice of termination to the other party. If Delta Dental wants to change the administration or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 60 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.

9.4 If the Contractholder notifies Delta Dental in writing of its intention to terminate this Contract as of any date other than the end of the Contract Term, such termination will be treated as termination under paragraph 9.1(a).

9.5 If this Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract.

9.6 All Benefits end for all Enrollees, when this Contract ends, and Delta Dental will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.

9.7 Delta Dental must notify the Contractholder in writing of any termination by Delta Dental under paragraph 9.1, and the Contractholder shall promptly mail a copy of such notice to each Primary Enrollee and provide Delta Dental with proof of mailing and the date thereof.
ARTICLE 10 - OPTIONAL CONTINUATION OF COVERAGE

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

10.2 DEFINITIONS

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

**Qualified Beneficiary** means:

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

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

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

Event 2: The death of the Primary Enrollee;

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

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

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

10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

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

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

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

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

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

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

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

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

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

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

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

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

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Qualified Beneficiary must notify the employer or administrator within 30 days of any such determination.
If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary experiences Qualifying Events 2, 3, 4, or 5, he or she must notify the employer within 60 days of the second qualifying event and has a total of 36 months continuation coverage after the date of the date of the first Qualifying Event.

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

10.5 ELECTION OF CONTINUED COVERAGE

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

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

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

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

10.6 CONTINUED COVERAGE BENEFITS

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

10.7 TERMINATION OF COVERAGE

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

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


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

10.8 TERMINATION OF THE EMPLOYER’S DENTAL CONTRACT

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

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

10.9 OPEN ENROLLMENT CHANGE OF COVERAGE

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

ARTICLE 11 - GENERAL PROVISIONS

11.1 No agent has authority to change this Contract or waive any of its provisions. No change in this Contract is valid unless approved by an executive officer of Delta Dental and included in this Contract by written amendment.

11.2 The provisions of this Contract are severable. If any portion of this Contract or any Amendment of it is determined to be illegal, void or unenforceable by any arbitrator, court or other competent authority, all other provisions of this Contract will remain in effect.
11.3 The parties agree that the laws of the State of California, where the Contract was entered into and is to be performed, govern all questions regarding the interpretation or enforcement of this Contract. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1 of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by those laws bind Delta Dental whether or not stated in this Contract.

11.4 Delta Dental and the Contractholder agree to consult each other to the extent reasonably practical concerning all materials published or distributed relating to this Contract. Neither Delta Dental nor the Contractholder will publish or distribute materials that are contrary to the terms of this Contract.

11.5 Delta Dental and the Contractholder agree to permit and encourage the professional relationship between Dentist and Enrollee to be maintained without interference.

11.6 The Contractholder shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. The Contractholder may change its representative at any time on 30 days notice to Delta Dental. Any notice required from Delta Dental to any Enrollee may be given to the Contractholder’s representative, who shall disseminate such notice to Enrollee by the next regular communication but in no event later than 30 days after receipt thereof.

11.7 The Contractholder shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplification, security or privacy laws or regulations.

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

For the Contractholder:

250 Hamilton Avenue, 1st Floor
Palo Alto, CA 94301

For Delta Dental:

100 First Street
San Francisco, CA 94105

Such notice will be effective 48 hours after deposit in the United States mail with postage fully prepaid thereon.
City of Palo Alto
#2795

BY: 

Printed Name: 

Title: 

Date: 

Delta Dental Plan of California

BY: 

Belinda Martinez
Senior Vice President
Sales/Marketing

and BY: 

Kenneth E. Bernardi
Vice President
Underwriting & Actuarial Services

DATE: November 18, 2008
APPENDIX A

ORTHODONTIC BENEFIT RIDER

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

1. Orthodontics are the procedures performed by a licensed Dentist, involving surgical repositioning of the teeth or jaws in whole or in part and/or the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of mal-alignment of teeth and/or jaws which significantly interferes with their function.

2. Delta Dental 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 Dental for all Orthodontics rendered to each Enrollee shall be $2,000.00 and the limitations on maximum amounts payable during a calendar year, if any, specified in the attached Contract, shall not apply to Orthodontics.

Applicable to PAPOA Enrollees only: The lifetime maximum amount payable by Delta Dental for all Orthodontics rendered to each Enrollee shall be $1,500.00 and the limitations on maximum amounts payable during a calendar year, if any, specified in the attached Contract, shall not apply to Orthodontics.

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

(a) The obligation of Delta Dental to make payments for an Orthodontic treatment plan begun prior to the Eligibility Date of the patient shall commence with the first payment due following the patient’s Eligibility Date. The above-mentioned maximum amount payable will apply fully to this and subsequent payments.

(b) The obligation of Delta Dental to make payments for Orthodontics shall terminate on the payment due next following the date the Dependent loses eligibility or the employee loses eligibility, or upon the termination of treatment for any reason prior to completion of the case, or upon termination of the Contract, whichever shall occur first.

(c) Delta Dental will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this plan.

(d) X-rays and extraction procedures incident to Orthodontics are not covered by Orthodontic Benefits, but may be covered under the provisions of the attached Contract, subject to all of the terms and provisions thereof.

(e) Delta Dental will pay the applicable percentage of the Dentist’s fee for a standard orthodontic treatment plan involving surgical and/or non-surgical procedures. If the Enrollee selects specialized orthodontic appliances or procedures, an allowance will be made for the cost of the standard orthodontic treatment plan and the patient is responsible for the remainder of the Dentist’s fee.
APPENDIX B

CODE ON DENTAL PROCEDURES AND NOMENCLATURE

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

D0100 – D0999 DIAGNOSTIC

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

Radiographs/diagnostic imaging (including interpretation)
D0210 Intraoral — complete series (including bitewings)
D0220 Intraoral — periapical first film
D0230 Intraoral — periapical each additional film
D0240 Intraoral — occlusal film
D0250 Extraoral — first film
D0260 Extraoral — each additional film
D0270 Bitewing - single film
D0272 Bitewings - two films
D0273 Bitewings - three films
D0274 Bitewings - four films
D0277 Vertical bitewings — 7 to 8 films
D0290 Posterior — anterior or lateral skull and facial bone survey film
D0310 Slalography
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 pre-malignant 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
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)
D1203 Topical application of fluoride (prophylaxis not included) — child through age 13
D1204 Topical application of fluoride (prophylaxis not included) — adult
D1206 Topical fluoride varnish; therapeutic application for moderate to high caries risk patients

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

Space maintenance (passive appliances)
D1510 Space maintainer — fixed — unilateral
D1515 Space maintainer — fixed — bilateral
D1520 Space maintainer — removable — unilateral
D1525 Space maintainer — removable — bilateral
D1550 Recementation of space maintainer
D1555 Removal of fixed space maintainer

D2000 – D2999 RESTORATIVE

Amalgam restorations (including polishing)
D2140 Amalgam — one surface, primary or permanent
D2150 Amalgam — two surfaces, primary or permanent
D2160 Amalgam — three surfaces, primary or permanent
D2161 Amalgam — four or more surfaces, primary or permanent
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>D2330</td>
<td>Resin-based composite — one surface, anterior</td>
</tr>
<tr>
<td>D2331</td>
<td>Resin-based composite — two surfaces, anterior</td>
</tr>
<tr>
<td>D2332</td>
<td>Resin-based composite — three surfaces, anterior</td>
</tr>
<tr>
<td>D2335</td>
<td>Resin-based composite — four or more surfaces or involving incisal angle (anterior)</td>
</tr>
<tr>
<td>D2390</td>
<td>Resin-based composite crown, anterior</td>
</tr>
<tr>
<td>D2391</td>
<td>Resin-based composite — one surface, posterior</td>
</tr>
<tr>
<td>D2392</td>
<td>Resin-based composite — two surfaces, posterior</td>
</tr>
<tr>
<td>D2393</td>
<td>Resin-based composite — three surfaces, posterior</td>
</tr>
<tr>
<td>D2394</td>
<td>Resin-based composite — four or more surfaces, posterior</td>
</tr>
<tr>
<td></td>
<td><strong>Gold foil restorations</strong></td>
</tr>
<tr>
<td>D2410</td>
<td>Gold foil — one surface</td>
</tr>
<tr>
<td>D2420</td>
<td>Gold foil — two surfaces</td>
</tr>
<tr>
<td>D2430</td>
<td>Gold foil — three surfaces</td>
</tr>
<tr>
<td></td>
<td><strong>Inlay/onlay restorations</strong></td>
</tr>
<tr>
<td>D2510</td>
<td>Inlay — metallic — one surface</td>
</tr>
<tr>
<td>D2520</td>
<td>Inlay — metallic — two surfaces</td>
</tr>
<tr>
<td>D2530</td>
<td>Inlay — metallic — three or more surfaces</td>
</tr>
<tr>
<td>D2542</td>
<td>Onlay — metallic — two surfaces</td>
</tr>
<tr>
<td>D2543</td>
<td>Onlay — metallic — three surfaces</td>
</tr>
<tr>
<td>D2544</td>
<td>Onlay — metallic — four or more surfaces</td>
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<tr>
<td>D2610</td>
<td>Inlay — porcelain/ceramic — one surface</td>
</tr>
<tr>
<td>D2620</td>
<td>Inlay — porcelain/ceramic — two surfaces</td>
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<tr>
<td>D2630</td>
<td>Inlay — porcelain/ceramic — three or more surfaces</td>
</tr>
<tr>
<td>D2642</td>
<td>Onlay — porcelain/ceramic — two surfaces</td>
</tr>
<tr>
<td>D2643</td>
<td>Onlay — porcelain/ceramic — three surfaces</td>
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<tr>
<td>D2644</td>
<td>Onlay — porcelain/ceramic — four or more surfaces</td>
</tr>
<tr>
<td>D2650</td>
<td>Inlay — resin-based composite — one surface</td>
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<tr>
<td>D2651</td>
<td>Inlay — resin-based composite — two surfaces</td>
</tr>
<tr>
<td>D2652</td>
<td>Inlay — resin-based composite — three or more surfaces</td>
</tr>
<tr>
<td>D2662</td>
<td>Onlay — resin-based composite — two surfaces</td>
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<tr>
<td>D2663</td>
<td>Onlay — resin-based composite — three surfaces</td>
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<tr>
<td>D2664</td>
<td>Onlay — resin-based composite — four or more surfaces</td>
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<td><strong>Crowns — single restorations only</strong></td>
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<tr>
<td>D2710</td>
<td>Crown — resin-based composite (indirect)</td>
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<tr>
<td>D2712</td>
<td>Crown — 3/4 resin-based composite (indirect)</td>
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<tr>
<td>D2720</td>
<td>Crown — resin with high noble metal</td>
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<tr>
<td>D2721</td>
<td>Crown — resin with predominantly base metal</td>
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<tr>
<td>D2722</td>
<td>Crown — resin with noble metal</td>
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<tr>
<td>D2740</td>
<td>Crown — porcelain/ceramic substrate</td>
</tr>
<tr>
<td>D2750</td>
<td>Crown — porcelain fused to high noble metal</td>
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<tr>
<td>D2751</td>
<td>Crown — porcelain fused to predominantly base metal</td>
</tr>
<tr>
<td>D2752</td>
<td>Crown — porcelain fused to noble metal</td>
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<tr>
<td>D2780</td>
<td>Crown — 3/4 cast high noble metal</td>
</tr>
<tr>
<td>D2781</td>
<td>Crown — 3/4 cast predominantly base metal</td>
</tr>
<tr>
<td>D2782</td>
<td>Crown — 3/4 cast noble metal</td>
</tr>
<tr>
<td>D2783</td>
<td>Crown — 3/4 porcelain/ceramic</td>
</tr>
<tr>
<td>D2790</td>
<td>Crown — full cast high noble metal</td>
</tr>
<tr>
<td>D2791</td>
<td>Crown — full cast predominantly base metal</td>
</tr>
<tr>
<td>D2792</td>
<td>Crown — full cast noble metal</td>
</tr>
<tr>
<td>D2794</td>
<td>Crown — titanium</td>
</tr>
<tr>
<td>D2799</td>
<td>Provisional crown</td>
</tr>
</tbody>
</table>
Other restorative services
D2910 Recement inlay, onlay, or partial coverage restoration
D2915 Recement cast or prefabricated post and core
D2920 Recement crown
D2930 Prefabricated stainless steel crown — primary tooth
D2931 Prefabricated stainless steel crown — permanent tooth
D2932 Prefabricated resin crown
D2933 Prefabricated stainless steel crown with resin window
D2934 Prefabricated esthetic coated stainless steel crown — primary tooth
D2940 Sedative filling
D2950 Core buildup, including any pins
D2951 Pin retention — per tooth, in addition to restoration
D2952 Post and core in addition to crown, indirectly fabricated
D2953 Each additional indirectly fabricated post — same tooth
D2954 Prefabricated post and core in addition to crown
D2955 Post removal (not in conjunction with endodontic therapy)
D2957 Each additional prefabricated post — same tooth
D2960 Labial veneer (resin laminate) — chairside
D2961 Labial veneer (resin laminate) — laboratory
D2962 Labial veneer (porcelain laminate) — laboratory
D2970 Temporary crown (fractured tooth)
D2971 Additional procedures to construct new crown under existing partial denture framework
D2975 Coping
D2980 Crown repair, by report
D2999 Unspecified restorative procedure, by report

D3000 – D3999 ENDODONTICS

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

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

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 clasps to existing partial denture
D5670  Replace all teeth and acrylic on cast metal framework (maxillary)
D5671  Replace all teeth and acrylic on cast metal framework (mandibular)

Denture rebase procedures
D5710  Rebase complete maxillary denture
D5711  Rebase complete mandibular denture
D5720  Rebase maxillary partial denture
D5721  Rebase mandibular partial denture

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

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

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

D5900 – D5999 MAXILLOFACIAL PROSTHETICS
D5911  Facial moulage (sectional)
D5912  Facial moulage (complete)
D5913  Nasal prosthesis
D5914  Auricular prosthesis
D5915  Orbital prosthesis
D5916  Ocular prosthesis
D5919  Facial prosthesis
D5922  Nasal septal prosthesis
D5923  Ocular prosthesis, interim
D5924 Cranial prosthesis
D5925 Facial augmentation implant prosthesis
D5926 Nasal prosthesis, replacement
D5927 Auricular prosthesis, replacement
D5928 Orbital prosthesis, replacement
D5929 Facial prosthesis, replacement
D5931 Obturator prosthesis, surgical
D5932 Obturator prosthesis, definitive
D5933 Obturator prosthesis, modification
D5934 Mandibular resection prosthesis with guide flange
D5935 Mandibular resection prosthesis without guide flange
D5936 Obturator prosthesis, interim
D5937 Trismus appliance (not for TMD treatment)
D5951 Feeding aid
D5952 Speech aid prosthesis, pediatric
D5953 Speech aid prosthesis, adult
D5954 Palatal augmentation prosthesis
D5955 Palatal lift prosthesis, definitive
D5958 Palatal lift prosthesis, interim
D5959 Palatal lift prosthesis, modification
D5960 Speech aid prosthesis, modification
D5982 Surgical stent
D5983 Radiation carrier
D5984 Radiation shield
D5985 Radiation cone locator
D5986 Fluoride gel carrier
D5987 Commissure splint
D5988 Surgical splint
D5999 Unspecified maxillofacial prosthesis, by report

D6000 – D6199 IMPLANT SERVICES

D6010 Surgical placement of implant body: endosteal implant
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  Post and core in addition to fixed partial denture retainer, indirectly fabricated
D6972  Prefabricated post and core in addition to fixed partial denture retainer
D6973  Core buildup for retainer, including any pins
D6975  Coping — metal
D6976  Each additional indirectly fabricated post — same tooth
D6977  Each additional prefabricated post — same tooth
D6980  Fixed partial denture repair, by report
D6985  Pediatric partial denture, fixed
D6999  Unspecified, fixed prosthodontic procedure, by report

**D7000 – D7999 ORAL AND MAXILLOFACIAL SURGERY**

**Extractions** (includes local anesthesia, suturing, if needed, and routine postoperative care)
D7111  Extraction, coronal remnants — deciduous tooth
D7140  Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)
D7210 Surgical removal of erupted tooth requiring elevation if mucoperiosteal flap and removal of bone and/or section of tooth
D7220 Removal of impacted tooth — soft tissue
D7230 Removal of impacted tooth — partially bony
D7240 Removal of impacted tooth — completely bony
D7241 Removal of impacted tooth — completely bony, with unusual surgical complications
D7250 Surgical removal of residual tooth roots (cutting procedure)

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

Alveoloplasty — surgical preparation of ridge for dentures
D7310 Alveoloplasty in conjunction with extractions — four or more teeth or tooth spaces, per quadrant
D7311 Alveoloplasty in conjunction with extractions — four or more teeth or tooth spaces, per quadrant
D7320 Alveoloplasty not in conjunction with extractions — four or more teeth or tooth spaces, per quadrant
D7321 Alveoloplasty not in conjunction with extractions — one to three teeth or tooth spaces, per quadrant

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

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

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

**Excision of bone tissue**

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

**Surgical incision**

D7510 Incision and drainage of abscess — intraoral soft tissue
D7511 Incision and drainage of abscess — intraoral soft tissue — complicated (includes drainage of multiple fascial spaces)
D7520 Incision and drainage of abscess — extraoral soft tissue
D7521 Incision and drainage of abscess — extraoral soft tissue — complicated (includes drainage of multiple fascial spaces)
D7530 Removal of foreign body from mucosa, skin or subcutaneous alveolar tissue
D7540 Removal of reaction-producing foreign bodies, musculoskeletal system
D7550 Partial 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 disectomy, with/without implant
D7852 Disc repair
D7854 Synovectomy
D7856 Myotomy
D7858 Joint reconstruction
D7860 Arthrotomy
D7865 Arthroplasty
D7870 Arthrocentesis
D7871 Nonarthroscopic 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: disectomy
D7877 Arthroscopy — surgical: debridement
D7880 Occlusal orthotic device, by report
D7899 Unspecified TMD therapy, by report

Repair of traumatic wounds
D7910 Suture of recent small wounds up to 5 cm

Complicated suturing (reconstruction requiring delicate handling of tissues and wide undermining for meticulous closure)
D7911 Complicated suture — up to 5 cm
D7912 Complicated suture — greater than 5 cm

Other repair procedures
D7920 Skin graft (identify defect covered, location and type of graft)
D7940 Osteoplasty — for orthognathic deformities
D7941 Osteotomy — mandibular rami
D7943 Osteotomy — mandibular rami with bone graft; includes obtaining the graft
D7944 Osteotomy — segmented or subapical
D7945 Osteotomy — body of mandible
D7946 LeFort I (maxilla — total)
D7947 LeFort I (maxilla — segmented)
D7948 LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) — without bone graft
D7949 LeFort II or LeFort III — with bone graft
D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report
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 Frenuoplasty
D7970 Excision of hyperplastic tissue — per arch
D7971 Excision of pericoronal gingiva
D7972 Surgical reduction of fibrous tuberosity
D7980 Sialolitotomy
D7981 Excision of salivary gland, by report
D7982 Sialodochoplasty
D7983 Closure of salivary fistula
D7990 Emergency tracheotomy
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>D7991</td>
<td>Coronoidectomy</td>
</tr>
<tr>
<td>D7995</td>
<td>Synthetic graft — mandible or facial bones, by report</td>
</tr>
<tr>
<td>D7996</td>
<td>Implant — mandible for augmentation purposes (excluding alveolar ridge), by report</td>
</tr>
<tr>
<td>D7997</td>
<td>Appliance removal (not by dentist who placed appliance), includes removal of archbar</td>
</tr>
<tr>
<td>D7999</td>
<td>Unspecified oral surgery procedure, by report</td>
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</tbody>
</table>

**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
- D9120 Fixed partial denture sectioning

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

**Professional consultation**
D9310  Consultation (diagnostic service provided by dentist or physician other than requesting dentist or physician)

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

**Drugs**
D9610  Therapeutic parenteral drug, single administration
D9612  Therapeutic parenteral drugs, two or more administrations, different medications
D9630  Other drugs and/or medicaments, by report

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

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

CONSULTANT shall provide the insurance benefits described in Exhibit A. Claims shall be processed in a timely manner to the reasonable satisfaction of the CITY.
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the CITY, according to the schedule of fees included below. The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Services”) and reimbursable expenses shall not exceed $92,448.00 for year one.

Services to be provided for Year Two shall not exceed: $97,040.40 (5% increase)
Services to be provided for Year Three shall not exceed: $101,923.92 (5% increase)

CITY will pay CONSULTANT for the full amount of the dentists’ statements for approved services provided at the current rates detailed in the policy, submitted to DELTA DENTAL. In exchange for CONSULTANTs provision of dental claims administration services for the CITY’s self funded dental plan, CITY shall pay CONSULTANT a maximum administration fee of $7.20 per enrolled employee per month, for Year One, January 1, 2009 through December 31, 2009. This administration fee may be increased for Year Two and Year Three by a maximum of five percent (5%) per year resulting in a maximum administration fee of $7.56 per enrolled employee per month, for Year Two, January 1, 2010 through December 31, 2010 and a maximum administration fee of $7.94 per enrolled employee per month, for Year Three, January 1, 2011 through December 31, 2011.
EXHIBIT “D”

INSURANCE REQUIREMENTS

1. CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH A BEST’S KEY RATING OF A-‡VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
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<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
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<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
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<td></td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
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<td>YES</td>
<td>PROPERTY DAMAGE</td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td>CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td>COMBINED</td>
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<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
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<td></td>
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<td>- EACH PERSON</td>
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<td>- EACH OCCURRENCE</td>
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<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td>BODILY INJURY AND PROPERTY DAMAGE</td>
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<td>COMBINED</td>
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<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
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</table>
| YES      | THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHTHE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONTRACTORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED(S) CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDencing REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

Professional Services
Revised 10/18/07
B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDs, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303
EXHIBIT “E”

CERTIFICATION OF NONDISCRIMINATION

Certification of Nondiscrimination:

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not and will not during the course of this contract discriminate in the employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person and that they are in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment.

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW.

Authorized Signature:__________________________________________________________

Date: ______________________