

DeltaCare[®] USA

Dental Health Care Program
for Eligible Employees
and Dependents

A Prepaid Dental Plan for

UNIVERSITY OF CALIFORNIA

**Employees, Retirees, and
Their Dependents**

**Evidence of Coverage and
Disclosure Statement**

January 1, 2011

Combined Evidence of Coverage and Disclosure Form



www.deltadentalins.com/uc

Provided by:

Delta Dental of California
17871 Park Plaza Dr., Suite 200
Cerritos, CA 90703
800-422-4234

Administered by:

Delta Dental Insurance Company
P.O. Box 1803
Alpharetta, GA 30023

**EVIDENCE OF COVERAGE
DISCLOSURE FORM
OF THE DENTAL PROGRAM
FOR ELIGIBLE EMPLOYEES AND RETIREES OF
THE UNIVERSITY OF CALIFORNIA**

This booklet is a Summary of the Dental Program (“Program”) and has been prepared for participants who are Employees and Retirees of the University of California.

This Program has been established and is maintained and administered in accordance with the provisions of Group Dental Contract Number AG109.UC issued by:

Delta Dental of California (*formerly PMI*)
17871 Park Plaza Dr., Suite 200
Cerritos, CA 90703
800-422-4234

Or contact us on the Internet at:
web site: www.deltadentalins.com/uc

IMPORTANT

This booklet is subject to the provisions of the Group Dental Service Contract and The University of California Group Insurance Regulations and cannot modify or affect the provisions of these documents in any way, nor shall you accrue any rights because of any statement in or omission from this booklet. Some provisions of this Program may not apply to Employees in certain exclusively represented bargaining units.

This booklet is a Combined Evidence of Coverage and Disclosure Form (“EOC”) for your DeltaCare USA Dental HMO Program (“Program”) provided by Delta Dental of California (“Delta Dental”). The Program has been established and is administered in accordance with the provisions of a Group Dental Service Contract (“Contract”) issued by Delta Dental.

THE EOC CONSTITUTES ONLY A SUMMARY OF THE PROGRAM. AS REQUIRED BY THE CALIFORNIA HEALTH & SAFETY CODE, THIS IS TO ADVISE YOU THAT THE CONTRACT AND THE UNIVERSITY OF CALIFORNIA GROUP INSURANCE REGULATIONS MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF THE COVERAGE PROVIDED UNDER IT.

A COPY OF THE CONTRACT WILL BE FURNISHED UPON REQUEST. ANY DIRECT CONFLICT BETWEEN THE CONTRACT AND THE EOC WILL BE RESOLVED ACCORDING TO THE TERMS WHICH ARE MOST FAVORABLE TO YOU. READ THIS EOC CAREFULLY AND COMPLETELY. PERSONS WITH SPECIAL HEALTHCARE NEEDS SHOULD READ THE SECTION ENTITLED “SPECIAL NEEDS”.

A STATEMENT DESCRIBING DELTA DENTAL’S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL CARE MAY BE OBTAINED.

The telephone number at which you may obtain information about benefits is 800-422-4234.

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University of California Eligibility, Enrollment, Termination and Plan Administration Provisions - January 1, 2011

The following information applies to the University of California plan and supersedes any corresponding information that may be contained elsewhere in the document to which this insert is attached. The University establishes its own Health and Welfare plan eligibility, enrollment and termination criteria based on the University of California Group Insurance Regulations ("Regulations") and any corresponding Administrative Supplements. Portions of these Regulations are summarized below.

Eligibility

The following individuals are eligible to enroll in this Plan. If the Plan is a Dental Health Maintenance Organization (DHMO) Plan, they are only eligible to enroll in the Plan if they meet the Plan's geographic service area criteria as residents of California.

Subscriber

Employee:

You are eligible if you are appointment type which is eligible for benefits, and are a member of a UC-sponsored retirement plan. Generally, there are two ways to qualify for UCRP membership: 1) you are appointed to work at least 50% time for twelve months or more or 2) you have worked 1,000* hours in a rolling twelve-month period in a position eligible for UCRP membership. To remain eligible, you must maintain an average regular paid time** of at least 17.5 hours per week and continue in an eligible appointment.

* Lecturers - see your benefits office for eligibility.

** Average Regular Paid Time - For any month, the average number of regular paid hours per week (excluding overtime, stipend or bonus time) worked in the preceding twelve (12) month period. Average regular paid time does not include full or partial months of zero paid hours when an employee works less than 43.75% of the regular paid hours available in the month due to furlough, leave without pay or initial employment.

Retiree:

A former University Employee receiving monthly benefits from a University-sponsored defined benefit plan.

You may continue University dental plan coverage as a Retiree when you start collecting retirement or disability benefits from a University-sponsored defined benefit Plan provided you also meet the following requirements:

- a) you meet the University's service credit requirements for Retiree dental eligibility;
- b) the effective date of your Retiree status is within 120 calendar days of the date employment ends; and

- c) you elect to continue (or effective 1/1/05 suspend) dental coverage at the time of retirement.

A **Survivor** - a deceased Employee's or Retiree's Family Member receiving monthly benefits from a University-sponsored defined benefit plan-may be eligible to continue coverage as set forth in the University's Group Insurance Regulations. For more information, see the *UC Group Insurance Eligibility Factsheet for Retirees and Eligible Family Members* or the *Survivor and Beneficiary Handbook*.

Eligible Dependents (Family Members)

When you enroll any Family Member, your signature on the enrollment form or the confirmation number on your electronic enrollment attests that your Family Member meets the eligibility requirements outlined below. The University and/or the Plan reserves the right to periodically request documentation to verify eligibility of Family Members including any who are required to be your tax dependent(s). Documentation could include a marriage certificate, birth certificate(s), domestic partner verification, adoption records, Federal Income Tax Return, or other official documentation.

Eligible Adult:

Spouse: Your legal spouse.

Same Sex-Domestic Partner: You may enroll a same-sex domestic partner (and the same-sex domestic partner's children/grandchildren) as set forth in the University of California Group Insurance Regulations.

Opposite-Sex Domestic Partner: The University recognizes an opposite-sex domestic partner as a family member that is eligible for coverage in UC-sponsored benefits if the employee/retiree or domestic partner is age 62 or older and eligible to receive Social Security benefits and both the employee/retiree and domestic partner are at least 18 years of age.

Note: An adult dependent relative is no longer eligible for coverage. Only an adult dependent relative who was enrolled as an eligible dependent as of December 31, 2003 and continues to be ineligible for Medicare Part A may continue coverage in UC-sponsored plans.

Child: All eligible children must be under the limiting age of 26 (18 for legal wards, except for a child who is incapable of self-support due to a physical or mentally disabling injury, illness or condition). The following categories are eligible:

- a) your natural or legally adopted children;
- b) your spouse's natural or legally adopted children (your stepchildren);
- c) your eligible domestic partner's natural or legally adopted children;
- d) grandchildren of you, your spouse or your eligible domestic partner if unmarried, living with you, dependent on you, your spouse or your eligible domestic partner for at least 50% of their support and are your, your spouse's or your eligible domestic partner's dependents for income tax purposes;

- e) children for whom you are the legal guardian if unmarried, living with you, dependent on you for at least 50% of their support and are your dependents for income tax purposes.
- f) children for whom you are legally required to provide group health insurance pursuant to an administrative or court order. (Child must also meet UC eligibility requirements).

Any child described above (except a legal ward) who is incapable of self-support due to a physical or mental disability may continue to be covered past age 26 provided:

- a) the plan-certified disability began before age 26, the child was enrolled in a UC group medical plan before age 26 and coverage is continuous;
- b) the child is chiefly dependent upon you, your spouse or your eligible domestic partner for support and maintenance; unmarried and
- c) the child is claimed as your, your spouse's or your eligible domestic partner's dependent for income tax purposes or if not claimed as such dependent for income tax purposes, is eligible for Social Security Income or Supplemental Security Income as a disabled person or working in supported employment which may offset the Social Security or Supplemental Security Income.

Application for coverage beyond age 26 due to disability must be made to the Plan sixty days prior to the date coverage is to end due to reaching limiting age. If application is received timely but Plan does not complete determination of the child's continuing eligibility by the date the child reaches the Plan's upper age limit, the child will remain covered pending Plan's determination. The Plan may periodically request proof of continued disability, but not more than once a year after the initial certification. Disabled children approved for continued coverage under a University-sponsored medical plan are eligible for continued coverage under any other University-sponsored health plan; if enrollment is transferred from one plan to another, a new application for continued coverage is not required; however, the new Plan may require proof of continued disability, but not more than once a year.

If you are a newly hired Employee with a disabled child over age 26 or if you newly acquire a disabled child over age 26 (through marriage or adoption), you may also apply for coverage for that child. The child's disability must have begun prior to the child turning age 26. Additionally, the child must have had continuous group medical coverage since age 26, and you must apply for University coverage during your Period of Initial Eligibility. The Plan will ask for proof of continued disability, but not more than once a year after the initial certification.

Important Note: Health and welfare benefits and eligibility requirements, including dependent eligibility requirements are subject to change (e.g., for compliance with applicable laws and regulations). UC dependent eligibility requirements may change following final health care reform legislation, regulatory guidance, or other applicable laws.

No Dual Coverage

Eligible individuals may be covered under only one of the following categories: as an Employee, a Retiree, a Survivor or a Family Member. If an Employee and the

Employee's spouse or domestic partner are both eligible Subscribers, each may enroll separately or one may enroll and cover the other as a Family Member. If they enroll separately, neither may enroll the other as a Family Member. Eligible children may be enrolled under either parent's or eligible domestic partner's coverage but not under both. Additionally, a child who is also eligible as an Employee may not have dual coverage through two University-sponsored dental plans.

More Information

For information on who qualifies and how to enroll, contact your local Benefits Office or the University of California's (UC) Customer Service Center at (800) 888-8267. You may also access eligibility factsheets on UC's *At Your Service* website: <http://atyourservice.ucop.edu>.

Enrollment

For information about enrolling yourself or an eligible Family Member, see the person at your location who handles benefits. If you are a Retiree, contact the UC Customer Service Center. Enrollment transactions may be completed by paper form or electronically, according to current University practice. To complete the enrollment transaction, paper forms must be received by the local Accounting or Benefits office or by the UC Customer Service Center by the last business day within the applicable enrollment period; electronic transactions must be completed by the deadline on the last day of the enrollment period.

During a Period of Initial Eligibility (PIE)

A PIE begins the day you become eligible and ends 31 days after it began (but see exception under "Special Circumstances" paragraph 1.d below). Also see "At Other Times for Employees and Retirees" below. If the last day of a PIE falls on a weekend or holiday, the PIE is extended to the following business day when enrolling with forms.

If you are an Employee, you may enroll yourself and any eligible Family Members during your PIE. Your PIE starts the day you become an eligible Employee.

You may enroll any newly eligible Family Member during his or her PIE. The Family Member's PIE starts the day your Family Member becomes eligible, as described below. During this PIE you may also enroll yourself and/or any other eligible Family Member if not enrolled during your own or their own PIE. You must enroll yourself in order to enroll any eligible Family Member. Family members are only eligible for the same plan in which you are enrolled.

- a) For a spouse, on the date of marriage.
- b) For a Domestic Partner, on the date the domestic partnership is legally established. Also see "At Other Times for Employees and Retirees" below.
- c) For a natural child, on the child's date of birth.
- d) For an adopted child, the earlier of:
 - (i) the date the child is placed for adoption with the Employee/Retiree, or
 - (ii) the date the Employee/Retiree or Spouse/Domestic Partner has the legal right to control the child's health care.

A child is "placed for adoption" with the Employee/Retiree as of the date the Employee/Retiree assumes and retains a legal obligation for the child's total or partial support in anticipation of the child's adoption.

If the child is not enrolled during the PIE beginning on that date, there is an additional PIE beginning on the date the adoption becomes final.

- e) Where there is more than one eligibility requirement, the date all requirements are satisfied.

If you are in a Dental Health Maintenance Organization (DHMO) and you move or are transferred out of that Plan's service area (California), or will be away from the Plan's service area for more than two months, you will have a PIE to enroll yourself and your eligible Family Members in another University dental plan available in the new location. Your PIE starts with the effective date of the move or the date you leave the Plan's service area. Upon return to the service area, you will have a PIE to reenroll yourself and eligible Family Members in the DHMO you had at the time of the move out of the area. The PIE begins with the effective date of the return to the service area.

At Other Times for Employees and Retirees

Group Open Enrollment Period. You and your eligible Family Members may also enroll during a group open enrollment period established by the University.

Newly Eligible Child. If you have one or more children enrolled in the Plan, you may add a newly eligible Child at any time. See "Effective Date."

Special Circumstances. You may enroll without waiting for the University's next open enrollment period if you are otherwise eligible under any one of the circumstances set forth below:

- 1) You have met all of the following requirements:
 - a) You were covered under another health plan as an individual or dependent, including coverage under COBRA or CalCOBRA (or similar program in another state), the Children's Health Insurance Program or "CHIP" (called the Healthy Families Program in California), or Medicaid (called Medi-Cal in California).
 - b) You stated at the time you became eligible for coverage under this Plan that you were declining coverage under this Plan or disenrolling because you were covered under another health plan as stated above.
 - c) Your coverage under the other health plan wherein you or your eligible Family Members were covered as an individual or dependent ended because you lost eligibility under the other plan or employer contributions toward coverage under the other plan terminated, your coverage under COBRA or CalCOBRA continuation was exhausted, or you lost coverage under CHIP or Medicaid because you were no longer eligible for those programs.
 - d) You properly file an application with the University during the PIE which starts on the day after the other coverage ends. **Note that if you lose coverage under CHIP or Medicaid, your PIE is 60 days.**

- 2) You or your eligible Family Members are not currently enrolled and you or your eligible Family Members become eligible for premium assistance under the Medi-Cal Health Insurance Premium Payment (HIPP) Program or a Medicaid or CHIP premium assistance program in another state. Your PIE is 60 days from the date you are determined eligible for premium assistance. If the last day of the PIE falls on a weekend or holiday, the PIE is extended to the following business day. Electronic transactions must be completed by the deadline on the last day of the enrollment period.
- 3) A court has ordered coverage be provided for a spouse, domestic partner or dependent child under your UC-sponsored medical plan and an application is filed within the PIE which begins the date the court order is issued. (Family member(s) must also meet UC eligibility requirements.)
- 4) You have a change in family status through marriage or domestic partnership, or the birth, adoption, or placement for adoption of a child:
 - a) If you are enrolling following marriage or establishment of a domestic partnership, you and your new spouse or domestic partner must enroll during the PIE. Your new spouse or domestic partner's eligible children may also enroll at that time. Coverage will be effective as of the date of marriage or domestic partnership provided you enroll during the PIE.
 - b) If you are enrolling following the birth, adoption, or placement for adoption of a child, your spouse (if you are already married) or domestic partner, who is eligible but not enrolled, may also enroll at that time. Application must be made during the PIE; coverage will be effective as of the date of birth, adoption, or placement for adoption provided you enroll during the PIE.

If you are a Retiree, you may continue coverage for yourself and your enrolled Family Members in the same plan you were enrolled in immediately before retiring, and you may change your plan during the University's next open enrollment period. You must elect to continue enrollment for yourself and enrolled Family Members before the effective date of retirement (or the date disability or survivor benefits begin). Retirement alone does not grant a PIE to enroll or change your dental plan.

If you are a Survivor, you may not enroll your legal spouse or domestic partner.

Effective Date

The following effective dates apply provided the appropriate enrollment transaction (paper form or electronic) has been completed within the applicable enrollment period.

If you enroll during a PIE, coverage for you and your Family Members is effective the date the PIE starts.

If you are a Retiree continuing enrollment in conjunction with retirement, coverage for you and your Family Members is effective on the first of the month following the first full calendar month of retirement income.

The effective date of coverage for enrollment during an open enrollment period is the date announced by the University.

For enrollees who complete a 90-day waiting period, coverage is effective on the 91st consecutive calendar day after the date the enrollment transaction is completed.

An Employee or Retiree already enrolled in adult plus child(ren) or family coverage may add additional children, if eligible, at any time after their PIE. Retroactive coverage is limited to the later of:

- a) the date the Child becomes eligible, or
- b) a maximum of 60 days prior to the date your Child's enrollment form is received by your local Benefits or Payroll Office.

Change in Coverage

In order to make any of the changes described above, contact the person who handles benefits at your location (or the UC Customer Service Center if you are a Retiree).

Termination of Coverage

The termination of coverage provisions that are established by the University of California in accordance with its Regulations are described below. Additional Plan provisions apply and are described elsewhere in the document.

Deenrollment Due to Loss of Eligible Status

If you are an Employee and lose eligibility, your coverage and that of any enrolled Family Member stops at the end of the last month for which premiums are taken from earnings based on an eligible appointment.

If you are a Retiree or Survivor and your annuity terminates, your coverage and that of any enrolled Family Member stops at the end of the last month in which you are eligible for an annuity.

If your Family Member loses eligibility, you must complete the appropriate transaction to delete him or her within 60 days of the date the Family Member is no longer eligible. Coverage stops at the end of the month in which he or she no longer meets all the eligibility requirements. For information on deenrollment procedures, contact the person who handles benefits at your location (or the UC Customer Service Center if you are a Retiree).

Deenrollment Due to Fraud or Intentional Misrepresentation

Coverage for you and/or your Family Members may be suspended for up to 12 months if you or a Family Member commit fraud or make an intentional misrepresentation of material fact relating to Plan coverage. Individuals who are enrolled, but who are not eligible Family Members will be permanently deenrolled.

Leave of Absence, Layoff, Change in Employment Status or Retirement

Contact your local Benefits Office for information about continuing your coverage in the event of an authorized leave of absence, layoff, change of employment status or retirement.

Optional Continuation of Coverage

As a participant in this plan you may be entitled to continue health care coverage for yourself, spouse or family members if there is a loss of coverage under the plan as a result of a qualifying event under the terms of the federal COBRA continuation requirements under the Public Health Service Act., as amended, and, if that continued coverage ends, you may be eligible for further continuation under California law. You or your family members will have to pay for such coverage. You may direct questions about these provisions to CONEXIS, UC's COBRA administrator or visit the website http://atyourservice.ucop.edu/employees/health_welfare/cobra.html

Plan Administration

By authority of the Regents, University of California Human Resources, located in Oakland, California, administers this plan in accordance with applicable plan documents and regulations, custodial agreements, University of California Group Insurance Regulations, group insurance contracts/service agreements, and state and federal laws. No person is authorized to provide benefits information not contained in these source documents, and information not contained in these source documents cannot be relied upon as having been authorized by the Regents. The terms of those documents apply if information in this document is not the same. The University of California Group Insurance Regulations will take precedence if there is a difference between its provisions and those of this document and/or the group insurance contracts. What is written in this document does not constitute a guarantee of plan coverage or benefits--particular rules and eligibility requirements must be met before benefits can be received.

This section describes how the Plan is administered and what your rights are.

Sponsorship and Administration of the Plan

The University of California is the Plan sponsor and plan administrator for the Plan provisions described in this insert to the Plan Evidence of Coverage booklet. If you have a question about eligibility or enrollment, you may direct it to:

University of California
Human Resources
300 Lakeside Drive
Oakland, CA 94612
800-888-8267

Retirees and Survivors may also direct questions to the UC Customer Service Center at the above phone number.

Claims and appeals for benefits under the Plan are processed by Delta Dental. If you have a question about benefits under the Plan or about a specific claim, please contact Delta Dental at the following address and phone number:

Claims Department
P.O. Box 1810
Alpharetta, GA 30023
800-422-4234

Group Contract Number

The Group Contract Number for this Plan is: AG109.UC

Type of Plan

This Plan is a health and welfare plan that provides group dental benefits. This Plan is one of the benefits offered under the University of California's employee health and welfare benefits program.

Plan Year

The plan year is January 1 through December 31.

Continuation of the Plan

The University of California intends to continue the Plan of benefits described in this booklet but reserves the right to terminate or amend it at any time. Plan benefits are not accrued or vested benefit entitlements. The right to terminate or amend applies to all Employees, Retirees and plan beneficiaries. The amendment or termination shall be carried out by the President or his or her delegates. The portion of the premiums that University pays is determined by UC and may change or stop altogether, and may be affected by the state of California's annual budget appropriation.

Financial Arrangements

The benefits under the Plan are provided by Delta Dental under a Group Service Agreement.

The cost of the premiums is currently paid entirely by the University of California.

Agent for Serving of Legal Process

Legal process may be served on Delta Dental at the address listed above.

Your Rights under the Plan

As a participant in a University of California dental plan, you are entitled to certain rights and protections. All Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and other specified sites, all Plan documents, including the Group Service Agreement, at a time and location mutually convenient to the participant and the Plan Administrator.
- Obtain copies of all Plan documents and other information for a reasonable charge upon written request to the Plan Administrator.

Claims under the Plan

To file a claim or to file an appeal regarding denied claims of benefits or services, refer to the appeal section found later in this document. Any appeals regarding coverage denials that relate to eligibility requirements are subject to the UC Group Insurance Regulations. To obtain a copy of the Eligibility Claims Appeal Process, please contact the person who handles benefits at your location (or the UC Customer Service Center if you are a retiree).

Nondiscrimination Statement

In conformance with applicable law and University policy, the University of California is an affirmative action/equal opportunity employer.

Please send inquiries regarding the University's affirmative action and equal opportunity policies for staff to Director of Diversity and Employee Programs, University of California Office of the President, 300 Lakeside Drive, Oakland, CA 94612 and for faculty to Director of Academic Affirmative Action, University of California Office of the President, 1111 Franklin Street, Oakland, CA 94607.

Definitions

As used in this booklet:

Additional Fee(s) - shall mean the difference in cost of the covered benefit and the Usual Fee for Optional treatment.

Benefits mean those dental services which are provided under the terms of the Group Dental Service Contract and described in this booklet.

Client means The University of California contracting to obtain Benefits for Eligible Employees.

Contract Dentist means a Dentist who provides services in general dentistry, and has agreed to provide Benefits to Enrollees under this Program.

Contract Orthodontist means a Dentist who specializes in orthodontics, and has agreed to provide Benefits to Enrollees under this Program.

Contract Specialist means a Dentist who provides Specialist Services, and has agreed to provide Benefits to Enrollees under this Program.

Copayment means the amount charged to an Enrollee by a Contract Dentist for the Benefits provided under this Program.

Dentist means a duly licensed Dentist legally entitled to practice dentistry at the time and in the state or jurisdiction in which services are performed.

Eligible Dependent means any dependent (as defined in the Eligibility Section) of an Eligible Employee who is eligible for Benefits as described in this booklet.

Eligible Employee means any employee (as defined in the Eligibility Section) or group member who is eligible for Benefits as described in this booklet.

Emergency Service means care provided by a Dentist to treat a dental condition that manifests as a symptom of sufficient severity, including severe pain, such that the absence of immediate attention could reasonably be expected by the Enrollee to result in either: (i) placing the Enrollee's dental health in serious jeopardy, or (ii) serious impairment to dental functions.

Enrollee means an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

Medically Necessary General Anesthesia - shall mean physical limitations or health conditions that prohibit treatment being rendered under local anesthesia. Such limitations or conditions must be verified in writing by a physician.

Out-of-Network means treatment by a Dentist who has not signed an agreement with Delta Dental to provide Benefits under this Program.

Preauthorization means the process by which Delta Dental determines if a procedure or treatment is a referable covered Benefit under the Enrollee's plan.

Reasonable means that an Enrollee exercises prudent judgment in determining that a dental emergency exists and makes at least one attempt to contact his/her Contract Dentist to obtain Emergency Services and, in the event the Dentist is not available, makes at least one attempt to contact Delta Dental for assistance before seeking care from another Dentist.

Special Health Care Need means a physical or mental impairment, limitation or condition that substantially interferes with an Enrollee's ability to obtain Benefits. Examples of such a Special Health Care Need are 1) the Enrollee's inability to obtain access to the assigned Contract Dentist's facility because of a physical disability and 2) the Enrollee's inability to comply with the Contract Dentist's instructions during examination or treatment because of physical disability or mental incapacity.

Specialist Services mean services performed by a Dentist who specializes in the practice of oral surgery, endodontics, periodontics or pediatric dentistry, and which must be preauthorized in writing by Delta Dental.

Treatment In Progress means any single dental procedure, as defined by the CDT Code, that has been started while the Enrollee was eligible to receive Benefits, and for which multiple appointments are necessary to complete the procedure whether or not the Enrollee continues to be eligible for Benefits under the DeltaCare USA plan. Examples include: teeth that have been prepared for crowns, root canals where a working length has been established, full or partial dentures for which an impression has been taken and orthodontics when bands have been placed and tooth movement has begun.

Treatment Plan means the procedures developed by your Contract Dentist to provide dental care for a particular condition.

Usual Fee means the fee that an individual Dentist most frequently charges for a given dental service.

We, Us or Our means Delta Dental of California.

General Information

Delta Dental is founded on the principle of delivering quality dental care and preventing dental problems before they start. Dental services are provided solely by your selected DeltaCare USA Contract Dentist. If any services are provided by a non-DeltaCare USA Contract Dentist or specialist, you will be obligated to pay for such services.

How to use the DeltaCare USA Program - Choice of Contract Dentist

To enroll in this Program, you must select a Contract Dentist for both yourself and any Dependent Enrollee from the list of Contract Dentists furnished during the enrollment process. Collectively, you and your Eligible Dependents may select no more than three Contract Dentist facilities. If you fail to select a Contract Dentist or the Contract Dentist selected becomes unavailable, we will request the selection of another Contract Dentist or assign you to a Contract Dentist. You may change your assigned Contract Dentist by directing a request to the Customer Service department at 800-422-4234. In order to ensure that your Contract Dentist is notified and our eligibility lists are correct, changes in Contract Dentists must be requested at least five (5) working days prior to the first day of the following month.

Shortly after enrollment you will receive a DeltaCare USA membership packet that tells you the effective date of your Program and the address and telephone number of your Contract Dentist. After the effective date in your membership packet, you may obtain dental services which are Benefits. To make an appointment simply call your Contract Dentist's facility and identify yourself as a DeltaCare USA Enrollee. Initial appointments should be scheduled within four weeks unless a specific time has been requested. Inquiries regarding availability of appointments and accessibility of Dentists should be directed to the Customer Service department at 800-422-4234. If you cannot keep your appointment, notify the Contract Dentist's office at least 24 hours in advance, or you will be charged for a broken appointment.

When you arrive at your Contract Dentist's office for your appointment, present your membership card. You will receive all necessary reasonable and customary care as listed in the Description of Benefits on pages 19 through 30. Work will be done according to a Treatment Plan carefully developed by your Contract Dentist.

EACH ENROLLEE MUST GO TO HIS OR HER ASSIGNED CONTRACT DENTIST TO OBTAIN COVERED SERVICES, EXCEPT FOR SERVICES PROVIDED BY A SPECIALIST PREAUTHORIZED IN WRITING BY DELTA DENTAL, OR FOR EMERGENCY SERVICES AS PROVIDED IN *EMERGENCY*

SERVICES. ANY OTHER TREATMENT IS NOT COVERED UNDER THIS PROGRAM.

To receive benefits, other than for out-of-area emergency dental care, service must be rendered by: your assigned DeltaCare USA Contract Dentist; a dental hygienist under his/her supervision; or a specialist to whom your DeltaCare USA Contract Dentist has referred you, and whose treatment has been preauthorized in writing by Delta Dental.

If you have any questions about a prior authorization, please do not hesitate to call Delta Dental at the numbers listed on the back page of this booklet.

If your assigned Contract Dentist's agreement with Delta Dental terminates, that Contract Dentist will complete (a) a partial or full denture for which final impressions have been taken, and (b) all work on every tooth upon which work has started (such as completion of root canals in progress and delivery of crowns when teeth have been prepared).

Continuity of Care

Current Members:

You may have the right to the benefit of completion of care with your terminated Dentist for certain specified dental conditions. Please call Customer Service at 800-422-4234 to see if you may be eligible for this benefit. You may request a copy of our Continuity of Care Policy. You must make a specific request to continue under the care of your terminated Dentist. We are not required to continue your care with that Dentist if you are not eligible under our policy or if we cannot reach agreement with your terminated Dentist on the terms regarding your care in accordance with California law.

New Members:

You may have the right to the qualified benefit of completion of care with an Out-of-Network Dentist for certain specified dental conditions. Please call the Customer Service department at 800-422-4234 to see if you may be eligible for this benefit. You may request a copy of our Continuity of Care Policy. You must make a specific request to continue under the care of your current Dentist. We are not required to continue your care with that Dentist if you are not eligible under our policy or if we cannot reach agreement with your Dentist on the terms regarding your care in accordance with California law. This policy does not apply to new Members of an individual subscriber contract.

Special Needs

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

regulation concerning structural office requirements that apply to a Dentist treating persons with Special Health Care Needs.

Facility Accessibility

Many facilities provide Delta Dental with information about special features of their offices, including accessibility information for patients with mobility impairments. To obtain information regarding facility accessibility, contact Delta Dental's Customer Service department at 800-422-4234.

Benefits, Limitations and Exclusions

This Program provides the Benefits described in the *Description of Benefits and Copayments* subject to the limitations and exclusions. The services are performed as deemed appropriate by your attending Contract Dentist. A Contract Dentist may provide services either personally or through associated Dentists, technicians or hygienists who may lawfully perform the services.

Copayments and Other Charges

You are required to pay any Copayments listed in the *Description of Benefits and Copayments* directly to the Dentist who provides treatment. Charges for broken appointments (unless notice is received by the Dentist at least 24 hours in advance or an emergency prevented such notice), and charges for visits after normal visiting hours are listed in the *Description of Benefits and Copayments*.

Emergency Services

If Emergency Services are needed, you should contact your Contract Dentist whenever possible. If you are a new Enrollee needing Emergency Services, but do not have an assigned Contract Dentist yet, contact Delta Dental's Customer Service department at 800-422-4234 for help in locating a Contract Dentist. Benefits for Emergency Services by an Out-of-Network Dentist are limited to necessary care to stabilize your condition and/or provide palliative relief when you:

- 1) have made a Reasonable attempt to contact the Contract Dentist and the Contract Dentist is unavailable or you cannot be seen within 24 hours of making contact; or
- 2) have made a Reasonable attempt to contact Delta Dental prior to receiving Emergency Services, or it is Reasonable for you to access Emergency Services without prior contact with Delta Dental; or
- 3) reasonably believe that your condition makes it dentally/medically inappropriate to travel to the Contract Dentist to receive Emergency Services.

Benefits for Emergency Services not provided by the Contract Dentist are limited to a maximum of \$100.00 per emergency less the applicable Copayment. If the maximum is exceeded, or the above conditions are not met, you are responsible for any charges for services by a provider other than your Contract Dentist.

Specialist Services

Specialist Services must be referred by the assigned Contract Dentist and preauthorized in writing by Delta Dental. All preauthorized Specialist Services will be paid by us less any applicable Copayments. If an Enrollee is assigned to a dental

school clinic for Specialist Services, those services may be provided by a Dentist, a dental student, a clinician or a dental instructor.

If the services of a Contract Orthodontist are needed, please refer to Orthodontics in the *Description of Benefits and Copayments* and limitations and exclusions to determine which procedures are covered under this Program.

Second Opinion

You may request a second opinion if you disagree with or question the diagnosis and/or treatment plan determination made by your Contract Dentist. Delta Dental may also request that you obtain a second opinion to verify the necessity and appropriateness of dental treatment or the application of Benefits.

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

Second opinions will be provided at another Contract Dentist's facility, unless otherwise authorized by Delta Dental. Delta Dental will authorize a second opinion by an Out-of-Network provider if an appropriately qualified Contract Dentist is not available. Delta Dental will only pay for a second opinion which Delta Dental has approved or authorized. You will be sent a written notification should Delta Dental decide not to authorize a second opinion. If you disagree with this determination, you may file a grievance with the plan or with the Department of Managed Health Care. Refer to pages 17-18 for information on Enrollee Complaint Procedures.

Claims for Reimbursement

Claims for covered Emergency Services or preauthorized Specialist Services should be submitted to Delta Dental within 90 days of the end of treatment. Valid claims received after the 90-day period will be reviewed if you can show that it was not reasonably possible to submit the claim within that time. The address for claims submission is: Claims Department, P.O. Box 1810, Alpharetta, GA 30023.

Provider Compensation

A Contract Dentist is compensated by Delta Dental through monthly capitation (an amount based on the number of Enrollees assigned to the Dentist), and by Enrollees through required Copayments for treatment received. A Contract Specialist is compensated by Delta Dental through an agreed-upon amount for each covered procedure, less the applicable Copayment paid by the Enrollee. In no event does Delta Dental pay a Contract Dentist or a specialist any incentive as an inducement to deny, reduce, limit or delay any appropriate treatment.

In the event we fail to pay a Contract Dentist, you will not be liable to that Dentist for any sums owed by us. By statute, the DeltaCare USA provider contract contains a provision prohibiting a Contract Dentist from charging an Enrollee for any sums owed by Delta Dental. Except for the provisions in *Emergency Services*, if you have

not received Preauthorization for treatment from an Out-of-Network Dentist, and we fail to pay that Out-of-Network Dentist, you may be liable to that Dentist for the cost of services.

You may obtain further information concerning compensation by calling Delta Dental at the toll-free telephone number shown on the back cover of this booklet.

Processing Policies

The dental care guidelines for the DeltaCare USA Program explain to Contract Dentists what services are covered under the dental Contract. Contract Dentists will use their professional judgment to determine which services are appropriate for the Enrollee. Services performed by the Contract Dentist that fall under the scope of Benefits of the dental Program are provided subject to any Copayments. If a Contract Dentist believes that an Enrollee should seek treatment from a specialist, the Contract Dentist contacts Delta Dental for a determination of whether the proposed treatment is a covered benefit. Delta Dental will also determine whether the proposed treatment requires treatment by a specialist. An Enrollee may contact Delta Dental's Customer Service department at 800-422-4234 for information regarding the dental care guidelines for DeltaCare USA.

Coordination of Benefits

In addition to the provisions under *Dental Accident Benefits*, this Program provides Benefits without regard to coverage by any other group insurance policy or any other group health benefits program if the other policy or program covers services or expenses in addition to dental care. Otherwise, Benefits provided under this Program by specialists or Out-of-Network Dentists are coordinated with such other group dental insurance policy or any group dental benefits program. The determination of which policy or program is primary shall be governed by the rules stated in the Contract.

If this plan is secondary, it will pay the lesser of:

- the amount that it would have paid in the absence of any other dental benefit coverage, or
- the enrollee's total out-of-pocket cost payable under the primary dental benefit plan as long as the benefits are covered under this plan.

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

Enrollee Complaint Procedure

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

Quality Management Department

P.O. Box 6050

Artesia, CA 90703-6050

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

For complaints involving an adverse benefit determination (e.g. a denial, modification or termination of a requested benefit or claim) you may file a request for review (a complaint) with Delta Dental within 180 days after receipt of the adverse determination. Delta Dental's review will take into account all information, regardless of whether such information was submitted or considered initially. The review shall be conducted by a person who is neither the individual who made the original benefit determination, nor the subordinate of such individual. Upon request and free of charge, Delta Dental will provide you with copies of any pertinent documents that are relevant to the benefit determination, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in making the benefit determination. If the review of a denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the Contract, Delta Dental shall consult with a Dentist who has appropriate training and experience. If any consulting Dentist is involved in the review, the identity of such consulting Dentist will be available upon request.

Within 5 calendar days of the receipt of any complaint, including adverse benefit determinations as described above, the quality management coordinator will forward to you an acknowledgment of receipt of the complaint. Certain complaints may require that you be referred to a regional dental consultant for clinical evaluation of the dental services provided. Delta Dental will forward to you a determination, in writing, within 30 days of receipt of a complaint. If the complaint involves severe pain and/or imminent and serious threat to a patient's dental health, Delta Dental will provide the Enrollee written notification regarding the disposition or pending status of the complaint within three days.

If you have completed Delta Dental's grievance process, or you have been involved in Delta Dental's grievance procedure for more than 30 days, you may file a complaint with the California Department of Managed Health Care. You 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 your health.

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **800-422-4234** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The Department's Internet Website <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.

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

Public Policy Participation by Enrollees

Delta Dental's Board of Directors includes Enrollees who participate in establishing Delta Dental's public policy regarding Enrollees through periodic review of Delta Dental's Quality Assessment program reports and communication from Enrollees. Enrollees may submit any suggestions regarding Delta Dental's public policy in writing to: Customer Service Department, P.O. Box 1803, Alpharetta, GA 30023.

Termination of Benefits

All Benefits terminate for any Enrollee as of the date that this Program is terminated. We are not obligated to continue to provide Benefits to any such person in such event, except for completion of single procedures commenced while this Program was in effect.

If you believe that enrollment has been cancelled or not renewed because of your health status or requirements for health care services, or that of your dependent(s), you may request a review by the Director of the California Department of Managed Health Care of the State of California. Please refer to *Enrollee Complaint Procedure* on pages 17-18.

Organ and Tissue Donation

Donating organs and tissue provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak with your physician. Organ donation begins at the hospital, when a patient is pronounced brain dead and identified as a potential organ donor. An organ procurement organization will become involved to coordinate the activities.

SCHEDULE A

Description of Benefits and Copayments

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

Text that appears in italics below is specifically intended to clarify the delivery of benefits under the DeltaCare USA program and is not to be interpreted as CDT-2011 procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association. The American Dental Association may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>ENROLLEE PAYS</u>
D0100-D0999	I. DIAGNOSTIC	
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	No Cost
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report	No Cost
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	No Cost
D0180	Comprehensive periodontal evaluation - new or established patient	No Cost
D0210	Intraoral <i>radiographs</i> - complete series (including bitewings) - <i>limited to 1 series every 12 months</i>	No Cost
D0220	Intraoral - periapical first film	No Cost
D0230	Intraoral - periapical each additional film	No Cost
D0240	Intraoral - occlusal film	No Cost
D0250	Extraoral - first film	No Cost
D0260	Extraoral - each additional film	No Cost
D0270	Bitewing <i>radiograph</i> - single film	No Cost
D0272	Bitewings <i>radiographs</i> - two films	No Cost
D0273	Bitewings <i>radiographs</i> - three films	No Cost
D0274	Bitewings <i>radiographs</i> - four films - <i>limited to 1 series every 6 months</i>	No Cost
D0277	Vertical bitewings - 7 to 8 films	No Cost

D0330	Panoramic film	No Cost
D0415	Collection of microorganisms for culture and sensitivity	No Cost
D0425	Caries susceptibility tests	No Cost
D0460	Pulp vitality tests	No Cost
D0470	Diagnostic casts	No Cost
D0472	Accession of tissue, gross examination, preparation and transmission of written report	No Cost
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report	No Cost
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i>	No Cost

D1000-D1999 II. PREVENTIVE

D1110	Prophylaxis <i>cleaning</i> - adult - 2 per 12 month period	No Cost
D1110	<i>Additional prophylaxis cleaning - adult (within the 12 month period)</i>	\$45.00
D1120	Prophylaxis <i>cleaning</i> - child - 2 per 12 month period	No Cost
D1120	<i>Additional prophylaxis cleaning - child (within the 12 month period)</i>	\$35.00
D1203	Topical application of fluoride - child - <i>to age 19; 2 per 12 month period</i>	No Cost
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients - <i>child to age 19; 2 per 12 month period</i> .	No Cost
D1310	Nutritional counseling for control of dental disease	No Cost
D1320	Tobacco counseling for the control and prevention of oral disease	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>limited to permanent molars through age 15</i> .	No Cost
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth - <i>limited to permanent molars through age 15</i>	No Cost
D1510	Space maintainer - fixed - unilateral	No Cost
D1515	Space maintainer - fixed - bilateral	No Cost
D1520	Space maintainer - removable - unilateral	No Cost
D1525	Space maintainer - removable - bilateral	No Cost
D1550	Re-cementation of space maintainer	No Cost
D1555	Removal of fixed space maintainer	No Cost

D2000-D2999 III. RESTORATIVE

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

D2140	Amalgam - one surface, primary or permanent	No Cost
D2150	Amalgam - two surfaces, primary or permanent	No Cost

D2160	Amalgam - three surfaces, primary or permanent	No Cost
D2161	Amalgam - four or more surfaces, primary or permanent	No Cost
D2330	Resin-based composite - one surface, anterior	No Cost
D2331	Resin-based composite - two surfaces, anterior	No Cost
D2332	Resin-based composite - three surfaces, anterior	No Cost
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	No Cost
D2390	Resin-based composite crown, anterior	No Cost
D2391	Resin-based composite - one surface, posterior	\$65.00
D2392	Resin-based composite - two surfaces, posterior	\$75.00
D2393	Resin-based composite - three surfaces, posterior	\$85.00
D2394	Resin-based composite - four or more surfaces, posterior	\$95.00
D2510	Inlay - metallic - one surface ^{1, 2}	No Cost
D2520	Inlay - metallic - two surfaces ^{1, 2}	No Cost
D2530	Inlay - metallic - three or more surfaces ^{1, 2}	No Cost
D2542	Onlay - metallic - two surfaces ^{1, 2}	No Cost
D2543	Onlay - metallic - three surfaces ^{1, 2}	No Cost
D2544	Onlay - metallic - four or more surfaces ^{1, 2}	No Cost
D2610	Inlay - porcelain/ceramic - one surface	\$200.00
D2620	Inlay - porcelain/ceramic - two surfaces	\$250.00
D2630	Inlay - porcelain/ceramic - three or more surfaces	\$300.00
D2642	Onlay - porcelain/ceramic - two surfaces	\$270.00
D2643	Onlay - porcelain/ceramic - three surfaces	\$340.00
D2644	Onlay - porcelain/ceramic - four or more surfaces	\$370.00
D2650	Inlay - resin-based composite - one surface	\$100.00
D2651	Inlay - resin-based composite - two surfaces	\$150.00
D2652	Inlay - resin-based composite - three or more surfaces	\$200.00
D2662	Onlay - resin-based composite - two surfaces	\$150.00
D2663	Onlay - resin-based composite - three surfaces	\$200.00
D2664	Onlay - resin-based composite - four or more surfaces	\$250.00
D2710	Crown - resin-based composite (indirect) ^{2, 3}	\$50.00
D2712	Crown - $\frac{3}{4}$ resin-based composite (indirect) ^{2, 3}	\$50.00
D2720	Crown - resin with high noble metal ^{2, 3}	\$150.00
D2721	Crown - resin with predominantly base metal ^{2, 3}	\$50.00
D2722	Crown - resin with noble metal ^{2, 3}	\$50.00
D2740	Crown - porcelain/ceramic substrate ^{2, 3}	\$50.00
D2750	Crown - porcelain fused to high noble metal ^{2, 3}	\$150.00
D2751	Crown - porcelain fused to predominantly base metal ^{2, 3}	\$50.00
D2752	Crown - porcelain fused to noble metal ^{2, 3}	\$50.00
D2780	Crown - $\frac{3}{4}$ cast high noble metal ²	\$150.00
D2781	Crown - $\frac{3}{4}$ cast predominantly base metal ²	\$50.00
D2782	Crown - $\frac{3}{4}$ cast noble metal ²	\$50.00

D2783	Crown - ¾ porcelain/ceramic ²	\$50.00
D2790	Crown - full cast high noble metal ²	\$150.00
D2791	Crown - full cast predominantly base metal ²	\$50.00
D2792	Crown - full cast noble metal ²	\$50.00
D2794	Crown - titanium ²	\$150.00
D2910	Recement inlay, onlay or partial coverage restoration	No Cost
D2915	Recement cast or prefabricated post and core	No Cost
D2920	Recement crown	No Cost
D2930	Prefabricated stainless steel crown - primary tooth	No Cost
D2931	Prefabricated stainless steel crown - permanent tooth	No Cost
D2932	Prefabricated resin crown - <i>anterior primary tooth</i>	No Cost
D2933	Prefabricated stainless steel crown with resin window - <i>anterior primary tooth</i>	No Cost
D2940	Protective restoration	No Cost
D2950	Core buildup, including any pins	No Cost
D2951	Pin retention - per tooth, in addition to restoration	No Cost
D2952	Post and core in addition to crown, indirectly fabricated - <i>includes canal preparation</i> ¹	No Cost
D2953	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i> ¹	No Cost
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i>	No Cost
D2957	Each additional prefabricated post - same tooth - <i>base metal post; includes canal preparation</i>	No Cost
D2970	Temporary crown (fractured tooth) - <i>palliative treatment only</i>	No Cost
D2971	Additional procedures to construct new crown under existing partial denture framework	\$10.00
D2980	Crown repair, by report	No Cost

D3000-D3999 IV. ENDODONTICS

D3110	Pulp cap - direct (excluding final restoration)	No Cost
D3120	Pulp cap - indirect (excluding final restoration)	No Cost
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	No Cost
D3221	Pulpal debridement, primary and permanent teeth	No Cost
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development.	No Cost
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	No Cost
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	No Cost
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration) ⁴	\$20.00

D3320	Root canal - endodontic therapy, bicuspid tooth (excluding final restoration) ⁴	\$40.00
D3330	Root canal - endodontic therapy, molar (excluding final restoration) ⁴	\$60.00
D3331	Treatment of root canal obstruction; non-surgical access	\$45.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$45.00
D3333	Internal root repair of perforation defects	\$45.00
D3346	Retreatment of previous root canal therapy - anterior ⁴	\$20.00
D3347	Retreatment of previous root canal therapy - bicuspid ⁴	\$40.00
D3348	Retreatment of previous root canal therapy - molar ⁴	\$60.00
D3351	Apexification/recalcification/pulpal regeneration - initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)	\$70.00
D3352	Apexification/recalcification/pulpal regeneration - interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)	\$45.00
D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.)	\$45.00
D3410	Apicoectomy/periradicular surgery - anterior ⁴	No Cost
D3421	Apicoectomy/periradicular surgery - bicuspid (first root) ⁴	No Cost
D3425	Apicoectomy/periradicular surgery - molar (first root) ⁴	No Cost
D3426	Apicoectomy/periradicular surgery (each additional root) ⁴	No Cost
D3430	Retrograde filling - per root ⁴	No Cost
D3450	Root amputation, per root - <i>not covered in conjunction with a hemisection</i> ⁴	No Cost

D4000-D4999 V. PERIODONTICS

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

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	No Cost
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	No Cost
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	No Cost
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	No Cost
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$100.00
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$100.00
D4270	Pedicle soft tissue graft procedure	\$150.00
D4271	Free soft tissue graft procedure (including donor site surgery)	\$150.00

D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 5 quadrants during any 12 consecutive months</i>	No Cost
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 5 quadrants during any 12 consecutive months</i>	No Cost
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis - <i>limited to 1 treatment in any 12 consecutive months</i> ...	No Cost
D4910	Periodontal maintenance - <i>limited to 1 treatment each 6 month period</i>	No Cost
D4910	<i>Additional periodontal maintenance (within the 6 month period) .</i>	\$55.00

D5000-D5899 VI. PROSTHODONTICS (removable)

D5110	Complete denture - maxillary ^{5, 6}	\$65.00
D5120	Complete denture - mandibular ^{5, 6}	\$65.00
D5130	Immediate denture - maxillary ^{5, 6}	\$65.00
D5140	Immediate denture - mandibular ^{5, 6}	\$65.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth) ^{5, 6}	\$65.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth) ^{5, 6}	\$65.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) ^{5, 6}	\$65.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) ^{5, 6}	\$65.00
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth) ^{5, 6}	\$115.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth) ^{5, 6}	\$115.00
D5410	Adjust complete denture - maxillary ⁵	No Cost
D5411	Adjust complete denture - mandibular ⁵	No Cost
D5421	Adjust partial denture - maxillary ⁵	No Cost
D5422	Adjust partial denture - mandibular ⁵	No Cost
D5510	Repair broken complete denture base	No Cost
D5520	Replace missing or broken teeth - complete denture (each tooth) .	No Cost
D5610	Repair resin denture base	No Cost
D5620	Repair cast framework	No Cost
D5630	Repair or replace broken clasp	No Cost
D5640	Replace broken teeth - per tooth	No Cost
D5650	Add tooth to existing partial denture	No Cost
D5660	Add clasp to existing partial denture	No Cost
D5710	Rebase complete maxillary denture ⁷	\$20.00

D5711	Rebase complete mandibular denture ⁷	\$20.00
D5720	Rebase maxillary partial denture ⁷	\$20.00
D5721	Rebase mandibular partial denture ⁷	\$20.00
D5730	Reline complete maxillary denture (chairside) ⁷	No Cost
D5731	Reline complete mandibular denture (chairside) ⁷	No Cost
D5740	Reline maxillary partial denture (chairside) ⁷	No Cost
D5741	Reline mandibular partial denture (chairside) ⁷	No Cost
D5750	Reline complete maxillary denture (laboratory) ⁷	No Cost
D5751	Reline complete mandibular denture (laboratory) ⁷	No Cost
D5760	Reline maxillary partial denture (laboratory) ⁷	No Cost
D5761	Reline mandibular partial denture (laboratory) ⁷	No Cost
D5820	Interim partial denture (maxillary) - <i>limited to initial placement of interim partial denture /stayplate to replace extracted anterior teeth during healing</i> ⁵	No Cost
D5821	Interim partial denture (mandibular) - <i>limited to initial placement of interim partial denture /stayplate to replace extracted anterior teeth during healing</i> ⁵	No Cost
D5850	Tissue conditioning, maxillary ^{5,7}	No Cost
D5851	Tissue conditioning, mandibular ^{5,7}	No Cost

D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered

D6000-D6199 VIII. IMPLANT SERVICES - Optional

Optional implant services - Subject to Limitation #12 ⁸ Optional

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

D6205	Pontic - indirect resin based composite ⁹	\$50.00
D6210	Pontic - cast high noble metal ⁹	\$150.00
D6211	Pontic - cast predominantly base metal ⁹	\$50.00
D6212	Pontic - cast noble metal ⁹	\$50.00
D6214	Pontic - titanium ⁹	\$150.00
D6240	Pontic - porcelain fused to high noble metal ^{3,9}	\$150.00
D6241	Pontic - porcelain fused to predominantly base metal ^{3,9}	\$50.00
D6242	Pontic - porcelain fused to noble metal ^{3,9}	\$50.00
D6245	Pontic - porcelain/ceramic ^{3,9}	\$50.00
D6250	Pontic - resin with high noble metal ^{3,9}	\$150.00
D6251	Pontic - resin with predominantly base metal ^{3,9}	\$50.00
D6252	Pontic - resin with noble metal ^{3,9}	\$50.00
D6600	Inlay - porcelain/ceramic, two surfaces ⁹	\$250.00
D6601	Inlay - porcelain/ceramic, three or more surfaces ⁹	\$300.00
D6602	Inlay - cast high noble metal, two surfaces ⁹	\$100.00
D6603	Inlay - cast high noble metal, three or more surfaces ⁹	\$100.00
D6604	Inlay - cast predominantly base metal, two surfaces ⁹	No Cost

D6605	Inlay - cast predominantly base metal, three or more surfaces ⁹	No Cost
D6606	Inlay - cast noble metal, two surfaces ⁹	No Cost
D6607	Inlay - cast noble metal, three or more surfaces ⁹	No Cost
D6608	Onlay - porcelain/ceramic, two surfaces ⁹	\$270.00
D6609	Onlay - porcelain/ceramic, three or more surfaces ⁹	\$370.00
D6610	Onlay - cast high noble metal, two surfaces ⁹	\$100.00
D6611	Onlay - cast high noble metal, three or more surfaces ⁹	\$100.00
D6612	Onlay - cast predominantly base metal, two surfaces ⁹	No Cost
D6613	Onlay - cast predominantly base metal, three or more surfaces ⁹ ..	No Cost
D6614	Onlay - cast noble metal, two surfaces ⁹	No Cost
D6615	Onlay - cast noble metal, three or more surfaces ⁹	No Cost
D6710	Crown - indirect resin based composite ⁹	\$50.00
D6720	Crown - resin with high noble metal ^{3,9}	\$150.00
D6721	Crown - resin with predominantly base metal ^{3,9}	\$50.00
D6722	Crown - resin with noble metal ^{3,9}	\$50.00
D6740	Crown - porcelain/ceramic ^{3,9}	\$50.00
D6750	Crown - porcelain fused to high noble metal ^{3,9}	\$150.00
D6751	Crown - porcelain fused to predominantly base metal ^{3,9}	\$50.00
D6752	Crown - porcelain fused to noble metal ^{3,9}	\$50.00
D6780	Crown - 3/4 cast high noble metal ⁹	\$150.00
D6781	Crown - 3/4 cast predominantly base metal ⁹	\$50.00
D6782	Crown - 3/4 cast noble metal ⁹	\$50.00
D6783	Crown - 3/4 porcelain/ceramic ⁹	\$50.00
D6790	Crown - full cast high noble metal ⁹	\$150.00
D6791	Crown - full cast predominantly base metal ⁹	\$50.00
D6792	Crown - full cast noble metal ⁹	\$50.00
D6794	Crown - titanium ⁹	\$150.00
D6930	Recement fixed partial denture	No Cost
D6940	Stress breaker ⁹	No Cost
D6970	Post and core in addition to fixed partial denture retainer, indirectly fabricated - <i>includes canal preparation</i> ¹	No Cost
D6972	Prefabricated post and core in addition to fixed partial denture retainer - <i>base metal post; includes canal preparation</i>	No Cost
D6973	Core buildup for retainer, including any pins	No Cost
D6976	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i> ¹	No Cost
D6977	Each additional prefabricated post - same tooth - <i>base metal post; includes canal preparation</i>	No Cost
D6980	Fixed partial denture repair, by report	No Cost

D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY

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

D7111	Extraction, coronal remnants - deciduous tooth	No Cost
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	No Cost
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	No Cost
D7220	Removal of impacted tooth - soft tissue	\$15.00
D7230	Removal of impacted tooth - partially bony	\$15.00
D7240	Removal of impacted tooth - completely bony	\$15.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$15.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	No Cost
D7251	Coronectomy - intentional partial tooth removal	\$15.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$50.00
D7280	Surgical access of an unerupted tooth	\$85.00
D7282	Mobilization of erupted or malpositioned tooth to aid eruption	\$85.00
D7283	Placement of device to facilitate eruption of impacted tooth	No Cost
D7286	Biopsy of oral tissue - soft - <i>does not include pathology laboratory procedures</i>	No Cost
D7310	Alveoplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	No Cost
D7311	Alveoplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	No Cost
D7320	Alveoplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	No Cost
D7321	Alveoplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	No Cost
D7410	Excision of benign lesion up to 1.25 cm	No Cost
D7411	Excision of benign lesion greater than 1.25 cm	No Cost
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm	No Cost
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm	No Cost
D7460	Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm	No Cost
D7461	Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm	No Cost
D7471	Removal of lateral exostosis (maxilla or mandible) - <i>per site</i>	No Cost
D7472	Removal of torus palatinus	No Cost
D7473	Removal of torus mandibularis	No Cost

D7510	Incision and drainage of abscess - intraoral soft tissue	No Cost
D7880	Occlusal orthotic device, by report - <i>occlusal orthotic device and guards are a covered benefit only for the treatment of temporomandibular joint (TMJ) dysfunction</i>	No Cost
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	No Cost
D7970	Excision of hyperplastic tissue - per arch	\$50.00
D7971	Excision of pericoronal gingiva	\$50.00

D8000-D8999 XI. ORTHODONTICS

D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i> ¹⁰	\$1,000.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i> ¹⁰	\$1,000.00
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children</i> ¹⁰	\$1,000.00
D8660	Pre-orthodontic treatment visit - <i>not to be charged with any other consultation procedure(s)</i> ¹¹	No Cost
D8680	Orthodontic retention (removal of appliances, construction and placement of retainers) ¹²	No Cost
D8999	Unspecified orthodontic procedure, by report - <i>includes the START-UP FEE, which includes initial examination, diagnosis, consultation and initial banding</i>	No Cost

D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES

D9110	Palliative (emergency) treatment of dental pain - minor procedure	No Cost
D9211	Regional block anesthesia	No Cost
D9212	Trigeminal division block anesthesia	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures	No Cost
D9220	Deep sedation/general anesthesia - first 30 minutes - <i>limitations apply. Refer to Schedule B, Limitation #10</i>	No Cost
D9221	Deep sedation/general anesthesia - each additional 15 minutes - <i>limitations apply. Refer to Schedule B, Limitation #10</i>	No Cost
D9241	Intravenous conscious sedation/analgesia - first 30 minutes - <i>limitations apply. Refer to Schedule B, Limitation #10</i>	No Cost
D9242	Intravenous conscious sedation/analgesia - each additional 15 minutes - <i>limitations apply. Refer to Schedule B, Limitation #10</i> ..	No Cost
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	No Cost
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	No Cost
D9440	Office visit - after regularly scheduled hours	\$20.00
D9450	Case presentation, detailed and extensive treatment planning	No Cost

D9940	Occlusal guard, by report - <i>occlusal orthotic device and guards are a covered benefit only for the treatment of temporomandibular joint (TMJ) dysfunction</i>	No Cost
D9951	Occlusal adjustment, limited - <i>a covered benefit only for the treatment of temporomandibular joint (TMJ) dysfunction</i>	No Cost
D9952	Occlusal adjustment, complete - <i>a covered benefit only for the treatment of temporomandibular joint (TMJ) dysfunction</i>	No Cost
D9972	External bleaching - per arch - <i>limited to one bleaching tray and gel for two weeks of self treatment</i>	\$125.00
D9999	Unspecified adjunctive procedure, by report - <i>includes failed appointment without 24 hour notice - per 15 minutes of appointment time - up to an overall maximum of \$40.00</i>	\$10.00

Procedures not listed above are not covered, however, may be available at the Contract Dentist's "filed fees."

"Filed fees" means the Contract Dentist's fees on file with Delta Dental. Questions regarding these fees should be directed to Delta Dental's Customer Service department at 800-422-4234.

FOOTNOTES

- ¹ *If an indirectly fabricated post and core, inlay or onlay is made of high noble metal, an additional fee up to \$100.00 per tooth will be charged for the upgrade.*
- ² *Replacement is subject to a limitation requiring the existing restoration to be 3+ years old.*
- ³ *Porcelain and other tooth-colored materials on molars are considered a material upgrade with a maximum additional charge to the Enrollee of \$150.00.*
- ⁴ *A benefit for permanent teeth only.*
- ⁵ *Includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement, if the Enrollee continues to be eligible and the service is provided at the Contract Dentist's facility where the denture was originally delivered.*
- ⁶ *Replacement is subject to a limitation requiring the existing denture to be 3+ years old.*
- ⁷ *Limited to 1 per denture during any 12 consecutive months.*

- 8 *Optional is defined as any alternative procedure presented by the Contract Dentist that satisfies the same dental need as a covered procedure, is chosen by the Enrollee, and is subject to the limitations and exclusions of the program. The applicable charge to the Enrollee is the difference between the Contract Dentist's "filed fee" for the Optional procedure and the "filed fee" for the covered procedure, plus any applicable Copayment for the covered procedure. Optional treatment does not apply when alternative choices are benefits. "Filed fees" means the Contract Dentist's fees on file with Delta Dental. Questions regarding the DeltaCare USA program should be directed to Delta Dental's Customer Service department at 800-422-4234.*
- 9 *Replacement is subject to a limitation requiring the existing bridge to be 3+ years old.*
- 10 *Listed Copayment covers up to 36 months of active orthodontic treatment excluding the services listed for D8999 "Start-up fee." Beyond 36 months of active treatment, an additional monthly fee of \$75.00 applies.*
- 11 *In the event comprehensive orthodontic treatment is not required or is declined by the Enrollee, a fee of \$25.00 will apply. The Enrollee is also responsible for any incurred orthodontic diagnostic record fees.*
- 12 *Includes adjustments and/or office visits up to 36 months. After 36 months, a monthly fee of \$75.00 applies.*

SCHEDULE B

Limitations of Benefits

1. The frequency of certain Benefits is limited. All frequency limitations are listed in *Schedule A, Description of Benefits and Copayments*.
2. Benefits for sealants include the application of sealants only to permanent first and second molars with no decay, with no restorations and with the occlusal surface intact, for first molars through age nine and second molars through age 15. Benefits for sealants do not include the repair or replacement of a sealant on any tooth within three years of its application.
3. If a porcelain margin is also chosen by the Enrollee for a covered porcelain-fused-to-metal crown, the maximum additional cost for this laboratory upgrade is \$75.00.
4. The replacement of an existing inlay, onlay, crown, fixed partial denture (bridge) or a removable full or partial denture is covered when:
 - a. The existing restoration/bridge/denture is no longer functional and cannot be made functional by repair or adjustment, **and**
 - b. Either of the following:
 - The existing non-functional restoration/bridge/denture was placed three or more years prior to its replacement, **or**
 - If an existing partial denture is less than three years old, but must be replaced by a new partial denture due to the loss of a natural tooth, which cannot be replaced by adding another tooth to the existing partial denture.
5. A fixed bridge is considered standard dental treatment when it is necessary to replace one missing permanent anterior tooth in a person 16 years old or older. Such treatment will be covered if the patient's oral health and general dental condition permits.

Fixed bridges used to replace missing posterior teeth are considered Optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge used under these circumstances is considered Optional dental treatment.

Fixed bridges are not a benefit when provided in connection with a partial denture on the same arch. If provided, it is considered Optional treatment.

Replacement of an existing nonfunctional bridge is limited to once in a three year period and shall be covered only when the replacement duplicates the original bridge.

Fixed bridges are not a benefit for Enrollees under the age of 16. A fixed bridge under these circumstances is considered Optional dental treatment.

Optional treatment procedures are defined under Limitation #9.

6. Interim partial dentures (stayplates), in conjunction with fixed or removable appliances, are limited to:
 - The replacement of extracted anterior teeth for adults during a healing period when the teeth cannot be added to an existing partial denture **or**
 - The replacement of permanent tooth/teeth for children under 16 years of age.
7. Benefits provided by a pediatric Dentist are limited to children through age seven following an attempt by the assigned Contract Dentist to treat the child and upon prior authorization by Delta Dental, less applicable Copayments. Exceptions for medical conditions, regardless of age limitation, will be considered on an individual basis.
8. In cases of accidental injury, benefits available are described in *Schedule B, Dental Accident Benefits*. Damages to the hard and soft tissues of the oral cavity from normal masticatory (chewing) function, exclusive attrition and normal wear, will be covered as described in *Schedules A, Description of Benefits and Copayments; and B, Limitations and Exclusions of Benefits*.
9. An Optional procedure is defined as any alternative procedure presented by the Contract Dentist that satisfies the same dental need as a covered procedure, is chosen by the Enrollee, and is subject to the limitations and exclusions of the program. The applicable charge to the Enrollee is the difference between the Contract Dentist's "filed fee" for the Optional procedure and the "filed fees" for the covered procedure, plus any applicable Copayment for the covered procedure. Optional treatment does not apply when alternative choices are benefits.
10. General anesthesia/intravenous conscious sedation and the services of a special anesthesiologist, except upon preauthorization by Delta Dental for covered services only and receipt of a written authorization from the enrollee's physician for:
 - enrollees who have a disability (such as Down's Syndrome, Autism, Ausperger's Syndrome, etc.) that necessitates the use of anesthesia to provide treatment.
 - medically necessary extractions.
11. The Contract Dentist shall have the right to refuse treatment to an Enrollee who continually fails to follow a prescribed course of treatment.

12. If implants are utilized, Delta Dental will allow the cost of a standard full or partial denture toward the cost of appliances constructed thereon (Optional treatment formula). The patient is responsible for the Optional treatment fee if implants are used. The DeltaCare USA Plan does not cover the surgical removal of implants.
13. The cost to an Enrollee receiving orthodontic treatment whose coverage is cancelled or terminated for any reason will be based on a maximum of \$1,400.00 for the treatment plan. The Contract Orthodontist will prorate the amount for the number of months remaining to complete treatment. The enrollee makes payment directly to the Contract Orthodontist as arranged.

Should this Contract be terminated by either party due to breach or non-renewal at the end of any applicable term, the provision of the above paragraph shall apply with respect to an Enrollee being treated for orthodontic work which is not completed at the date of termination. The Enrollee's payment shall be no more than \$1,000.00.

14. Orthodontic treatment in progress is limited to new DeltaCare USA Enrollees who, at the time of their original effective date, are in active treatment started under their previous employer sponsored dental plan, and continue to be eligible under the DeltaCare USA program. Active treatment means tooth movement has begun. An enrollee and/or dependent who has had only models taken or has not been banded is not considered to be in active treatment. Enrollees are responsible for all Copayments and fees subject to the provisions of their prior dental plan. Delta Dental is financially responsible only for amounts unpaid by the prior dental plan for qualifying orthodontic cases.
15. Three recementations or replacements of a bracket/band on the same tooth or a total of five rebracketings/rebandings on different teeth during the covered course of treatment are Benefits. If any additional recementations or replacements of brackets/bands are performed, the Enrollee is responsible for the cost at the Contract Orthodontist's usual fee.
16. Comprehensive orthodontic treatment (Phase II) consists of repositioning all or nearly all of the permanent teeth in an effort to make the Enrollee's occlusion as ideal as possible. This treatment usually requires complete fixed appliances; however, when the Contract Orthodontist deems it suitable, a European or removable appliance therapy may be substituted at the same Copayment amounts as for fixed appliances.

"Filed fees" means the Contract Dentist's fees on file with Delta Dental. Questions regarding these fees should be directed to Delta Dental's Customer Service department at 800-422-4234.

Exclusions of Benefits

1. Any procedure that is not specifically listed under *Schedule A, Description of Benefits and Copayments*.
2. Any procedure that in the professional opinion of the Contract Dentist:
 - a. has poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures, **or**
 - b. is inconsistent with generally accepted standards for dentistry.
3. Services solely for cosmetic purposes, with the exception of procedure D9972, External bleaching, per arch, or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel, except for the treatment of newborn children with congenital defects or birth abnormalities.
4. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility.
5. Loss or theft of full or partial dentures, space maintainers, crowns and fixed partial dentures (bridges).
6. Dental expenses incurred in connection with any dental procedure started before the Enrollee's eligibility with the DeltaCare USA program. Examples include: teeth prepared for crowns, root canals in progress, orthodontics, unless qualified for the orthodontic treatment in progress limitation 14.
7. Prescription drugs.
8. Dental services received from any dental facility other than the assigned Contract Dentist, a preauthorized dental specialist, or a Contract Orthodontist except for *Emergency Services* as described in the Contract and/or Evidence of Coverage.
9. Consultations for non-covered benefits.
10. Porcelain crowns, porcelain fused to metal or resin with metal type crowns and fixed partial dentures (bridges) for children under 16 years of age.
11. Procedures, appliances or restoration if the purpose is to change vertical dimension, or to diagnose or treat abnormal conditions of the temporomandibular joint (TMJ).
12. An initial treatment plan which involves the removal and reestablishment of the occlusal contacts of 10 or more teeth with crowns, onlays, fixed partial dentures (bridges), or any combination of these is considered to be full mouth reconstruction under the DeltaCare USA program. Crowns, onlays and fixed partial dentures associated with such a treatment plan are not covered Benefits. This exclusion does not eliminate the benefit for other covered services.

13. Precious metal for removable appliances, metallic or permanent soft bases for complete dentures, porcelain denture teeth, precision abutments for removable partials or fixed partial dentures (overlays, implants, and appliances associated therewith) and personalization and characterization of complete and partial dentures.
14. Extraction of teeth, when teeth are asymptomatic/non-pathologic (no signs or symptoms of pathology or infection), including but not limited to the removal of third molars and orthodontic extractions.
15. Services and benefits provided by the Employee, or any eligible family member, or by the spouse, child, brother, sister, parent, or other relative of the Employee, spouse, or other dependents.
16. Lost, stolen or broken orthodontic appliances.
17. Retreatment of orthodontic cases.
18. Changes in orthodontic treatment necessitated by accident of any kind.
19. Surgical procedures incidental to orthodontic treatment.
20. Myofunctional therapy.
21. Phase I orthodontics, as well as activator appliances and minor treatment for tooth guidance and/or arch expansion. Phase I orthodontics is defined as early treatment including interceptive orthodontia prior to the development of late mixed dentition.
22. Extractions solely for the purpose of orthodontics.
23. Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
24. Transfer after banding has been initiated.

Temporomandibular Joint Benefit

Delta Dental will pay 100% of the Dentist's usual fees or of the fees actually charged for all covered temporomandibular joint (TMJ) procedures, as noted herein. TMJ benefits are intended only for the treatment of temporomandibular (jaw) joint and are limited to the procedures noted below when provided by a licensed dentist as necessary and customary according to the standards of generally accepted dental practice and only when provided for the treatment of TMJ dysfunction:

- D7880 Occlusal orthotic device, by report
- D9310 Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)
- D9940 Occlusal guard, by report
- D9951 Occlusal adjustment - limited
- D9952 Occlusal adjustment - complete

Limitations and Exclusions of TMJ Benefits

TMJ benefits are subject to *Schedule B, Limitations and Exclusions of Benefits*, and any definitions and/or other terms of the DeltaCare USA Group Dental Service Contract not in conflict with the express terms of this benefit in addition to the following:

1. The replacement of lost, missing or stolen appliances furnished in whole or in part under this benefit or any other TMJ benefit are not covered.
2. Repair and replacement of covered TMJ devices may be made only after three years have elapsed following any prior provision of such appliances under this program or any other program, except when it is determined that there is such extensive change in the patient's condition (such as the loss of a tooth or teeth) that the appliance cannot be made functional. If the TMJ device is not functional resulting from abuse or alteration by the enrollee, this benefit is excluded.
3. Fixed appliances and restorations provided solely for the treatment of TMJ are excluded.
4. Diagnostic procedures not otherwise covered under the Group Dental Service Contract are excluded.
5. Services for bruxism (grinding of teeth) unrelated to TMJ dysfunction are not covered.

Dental Implants

While dental implant procedures are not a benefit under your program, the DeltaCare USA program allows for an optional benefit toward prosthetic appliances placed on implants. Please review limitation #12 in this booklet. Clarify the charges with your assigned network dentist prior to starting treatment. Not all network dentists provide this service, and this optional benefit is not available out-of-network.

Dental Accident Benefits

An accidental injury is damage to the hard and soft tissue of the mouth caused directly and independently of all other causes by external forces. Damage to the hard and soft tissue of the mouth from normal chewing function is covered under *Schedule A, Description of Benefits and Copayments*.

Dental Accident is an external blow or other trauma (fall, fist, car accident, gunshot wound, etc.) that would cause severe damage to the dentition, or an internal accident such as biting into glass or a stone that causes severe tooth damage.

Services necessary as a result of a Dental Accident may be covered as primary under your medical coverage. All claims should first be submitted to your medical carrier for review and possible payment, prior to submitting them under the DeltaCare USA plan.

Your medical plan's customer service representatives will be able to confirm the coverage for Dental Accidents that your medical plan provides.

If services necessary as a result of a dental accident are not covered under your medical coverage, Delta Dental will pay up to 100% of the Contract Dentist's "filed fees," for expenses an Enrollee incurs for an accidental injury, less any applicable Copayments.

Accident injury benefits include the following procedure in addition to those listed in *Schedule A, Description of Benefits and Copayments*.

CODE

D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth and/or alveolus - includes splinting and/or stabilization.

Payment of accident injury benefits is subject to *Schedule B, Limitations and Exclusions of Benefits*.

"Filed fees" means the Contract Dentist's fees on file with Delta Dental. Questions regarding these fees should be directed to Delta Dental's Customer Service department at 800-422-4234.

If you have any questions or need additional information, call or write:

Toll Free
800-422-4234

Delta Dental of California
17871 Park Plaza Dr., Suite 200
Cerritos, CA 90703

IMPORTANT: Can you read this document? If not, we can have somebody help you read it. For free help, please call Delta Dental at 1-800-422-4234. You may also be able to receive this document in Spanish or Chinese.

IMPORTANTE: ¿Puede leer este documento? Si no, podemos ayudarle. Para obtener ayuda gratis, llame a Delta Dental al 1-800-422-4234. También puede recibir este documento en español o chino.

重要通知：您能讀這份文件嗎？如有問題，我們可請他人協助您。如需免費協助，請電 Delta Dental 1-800-422-4234 您也能取得這份文件的西班牙文或中文譯本。