# DeltaCare® USA

#### Dental Health Care Plan

# Combined Evidence of Coverage and Disclosure Form

# San Francisco Health Service System Eligible Employees and Retirees 01/01/2023 - 12/31/2023

#### Underwritten by:

Delta Dental of California 18000 Studebaker Road, Suite 530 Cerritos, CA 90703

# Administered by:

Delta Dental Insurance Company P.O. Box 1803 Alpharetta, GA 30023 800-422-4234

deltadentalins.com/ccsf

# EVIDENCE OF COVERAGE Introduction

#### DELTACARE USA DENTAL HMO PROGRAM

This Combined Evidence of Coverage and Disclosure Form ("EOC") provides information about Your DeltaCare USA Dental Health Care Plan ("Plan") provided by Delta Dental of California ("Company"), on behalf of itself, and its affiliated companies. To offer these Benefits, the Contractholder has entered into a Group Dental Service Contract with Us.

This document, including the Contract and any attachments, provides the terms and conditions of Your Plan's coverage. Read this document carefully for an explanation of Your coverage, including the Definitions section for any terms with special or technical meanings.

This Combined EOC and disclosure form constitutes only a summary of the health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage.

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.

PERSONS WITH SPECIAL HEALTHCARE NEEDS SHOULD READ THE SECTION ENTITLED "SPECIAL NEEDS".

Terms such as "You," "Your" and "Yourself" means the individuals who are covered. "We," "Us" and "Our" refers to the Company or Our Third Party Administrator ("Administrator").

#### Identification Card (ID)

ID cards are not required to receive dental services. However, when You receive dental services, Your Enrollee identification ("ID") number should be provided to Your Dentist. An ID card will may be obtained by visiting Our website at deltadentalins.com/ccsf.

#### Contract

The Benefit explanations contained in this EOC and the attachments are subject to all provisions of the Contract. In the event there is a conflict between the EOC and the Contract, the Contract prevails. This document is not a Summary Plan Description under the Employee Retirement Income Security Act ("ERISA").

#### **Contact Us**

For more information, visit Our website at deltadentalins. com/ccsf or call the Customer Service at 800-422-4234 or You may submit an inquiry to:

DeltaCare USA Customer Service P.O. Box 1803 Alpharetta, GA 30023

#### **Notice**

Please read the following information so that You will know how to obtain dental services.

You must obtain dental Benefits from Your Contract Dentist or be referred for Specialist Services.

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#### **Definitions**

As used in this booklet:

**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 applicant (employer or other organization) contracting to obtain Benefits for Eligible Employees and Retirees.

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

**Contract Orthodontist** means a Dentist who specializes in orthodontics, and who 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.

**Domestic Partner** means a person who, together with the Eligible Employee, has affirmed a domestic partnership through an affidavit of domestic partnership filed with Client.

**Eligible Dependent** means any dependent of an Eligible Employee and Retiree who is eligible for Benefits as described in this booklet.

**Eligible Employee and Retiree** means any employee, group member or retiree who is eligible for Benefits as described in this booklet.

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

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

**Open Enrollment Period** means the period preceding the date of commencement of the contract term or the 30-day period immediately preceding the annual anniversary of the contract term.

**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.

**Spouse** means a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where this Contract is issued and delivered:
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

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.

We, Us or Our means Delta Dental of California or the Administrator as appropriate.

# **Eligibility for Benefits**

Eligible Employees and Retirees and Eligible Dependents receive Benefits as soon as they are enrolled in the Program. Subject to cancellation as provided under this Program, enrollment of Eligible Employees or Retirees and Eligible Dependents is for a minimum period of one year.

You are eligible to enroll as an Eligible Employee or Retiree if you meet the eligibility requirements defined by the Client.

Eligible Dependents become eligible on:

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

Eligible Dependents include:

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

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

A dependent child may continue eligibility if:

- he or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
- 2) he or she is chiefly dependent on you for support; and
- 3) proof of dependent's disability is provided within 60 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on you for support because of a physically or mentally disabling injury, illness or condition that began before he or she reached the limiting age.

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

# **Prepayment Fees/Premiums**

This Program requires premiums to be paid to us. If you are required to pay all or any portion of the premiums, you will be advised of the amount prior to enrollment and it will be deducted from your earnings by payroll deduction, or you will be requested to pay it directly. The Client will be responsible for sending all payments of premiums to us except payments you are requested to pay directly. If you are paying us directly and should you voluntarily cancel enrollment and subsequently desire to re-enroll, all premiums retroactive to the date of cancellation (but not to exceed 12 months) must be paid before you can re-enroll.

# How to use the DeltaCare USA Plan

## - 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 prior to the 21st of the month for changes to be effective 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.

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.

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:

- 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
- 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, per Enrollee, 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 the 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 the *Enrollee Complaint Procedure* section for more information.

#### 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

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:

- 1) the amount that it would have paid in the absence of any other dental benefit coverage, or
- 2) 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 shall provide to Delta Dental and Delta Dental may release to or obtain from any insurance company or other organization, any information about the Enrollee that is needed to administer coordination of benefits. Delta Dental shall, in its sole discretion, determine whether any reimbursement to an insurance company or other organization is warranted under these coordination of benefits provisions, and any such reimbursement paid shall be deemed to be Benefits under this Contract. Delta Dental will have the right to recover from a Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses, the amount of any Benefit 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 the Customer Service department at 800-422-4234, or the complaint may be addressed in writing to:

Quality Management Department P.O. Box 6050 Artesia, CA 90702 Written communication must include 1) the name of the patient, 2) the name, address, telephone number and identification number of the Primary Enrollee, 3) the name of the 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 at least 180 days after receipt of the adverse determination. Delta Dental's review will take into account all information, regardless of whether such information was submitted or considered initially. The review shall be conducted by a person who is neither the individual who made the original benefit determination, nor the subordinate of such individual. Upon request and free of charge, Delta Dental will provide 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 Web site http://www.hmohelp.ca.gov has complaint forms, IMR application forms and instructions online.

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

# **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.

#### Renewal and Termination of Benefits

This Program renews on the anniversary of the contract term unless Delta Dental provides notice of a change in premiums or Benefits and the Client does not accept the change. All Benefits terminate for any Enrollee as of the date that this Program is terminated, such person ceases to be eligible under the terms of this Program, or such person's enrollment is cancelled under the terms of this Program. 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.

#### Cancellation of Enrollment

Subject to any continued coverage option, an Eligible Employee's or Retiree's or Eligible Dependent's enrollment under this Program may be cancelled, or renewal of enrollment refused, in the following events:

- 1) immediately upon loss of eligibility as described in this Evidence of Coverage; or
- 2) upon 30 days written notice if:
  - a) the Contract is terminated or not renewed;
  - the premiums are not paid by or on behalf of the Enrollee on the date due. However, the Enrollee may continue to receive Benefits during the 30-day grace period and may be reinstated during the term of this Program upon payment of any unpaid premium; or
  - c) Delta Dental demonstrates that the Enrollee committed fraud or an intentional misrepresentation of material fact in obtaining Benefits under the Program.

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

If you believe that your or your Dependents enrollment has been improperly cancelled, rescinded or not renewed, you may request a review by the Director of the California Department of Managed Health Care of the State of California. Please refer to the *Enrollee Complaint Procedure* section for more information.

# Optional Continuation of Coverage (COBRA) Please examine your options carefully before declining this coverage. You should be aware that companies selling individual

coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in a higher premium or you could be denied coverage entirely.

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

#### **DEFINITIONS**

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

#### **Qualified Beneficiary** means:

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

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

- Event 1. the termination of employment (other than termination for gross misconduct) or the reduction in work hours, by your employer;
- Event 2. your death;
- Event 3. your divorce or legal separation from your spouse;
- Event 4. your dependent's loss of dependent status under the plan; and

Event 5. as to your dependents only, your entitlement to Medicare.

You or your means the Primary Enrollee.

PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the month in which Qualifying Event 1 occurs.

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

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

This period of coverage will end on the first day of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. You must notify your employer or Delta Dental within 30 days of any such determination.

If, during the 18 months continuation period resulting from Qualifying Event 1, your dependents, who are Qualified Beneficiaries, experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

Your dependents, who are Qualified Beneficiaries, may continue coverage for 36 months following the occurrence of Qualifying Events 2, 3, 4 or 5.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title 11, United States Code, benefits may be substantially reduced or eliminated for retired employees and their dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's dependents who have lost

coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

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

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

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

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

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

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

If, during the 36-month continuation period resulting from Qualifying Event 1, the Qualified Beneficiary experiences Qualifying Events 2, 3, 4, or 5, he or she must notify the employer within 60 days of the second qualifying event and has a total of 36 months continuation coverage after the date of the date of the first Qualifying Event.

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

#### ELECTION OF CONTINUED COVERAGE

A Qualified Beneficiary will have 60 days from a Qualifying Event to give Delta Dental written notice of the election to continue coverage.

Upon written notice, Delta Dental will provide a Qualified Beneficiary with the necessary Benefits information, monthly premium charge, enrollment forms and instructions to allow election of continued coverage.

Failure to provide this written notice of election to Delta Dental within 60 days will result in the loss of the right to continue coverage.

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

#### CONTINUED COVERAGE BENEFITS

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

#### TERMINATION OF CONTINUED COVERAGE

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

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

#### 6) entitlement to Medicare.

Once continued coverage ends, it cannot be reinstated.

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

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary either 30 days prior to the termination or when all Enrollees are notified, whichever is later, of the ability to elect continuation of coverage under the employer's subsequent dental plan, if any. The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan had such plan with the former employer not terminated. The employer shall notify the successor plan in writing of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in and payment of premiums to the new group benefit plan.

#### OPEN ENROLLMENT CHANGE OF COVERAGE

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

# **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-2023 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.

	ENROLLEE
CODE	<u>DESCRIPTION</u> <u>PAYS</u>
D0100-D	0999 I. DIAGNOSTIC
D0120	Periodic oral evaluation - established patientNo Cost
D0140	Limited oral evaluation - problem focusedNo Cost
D0145	Oral evaluation for a patient under three years
D0150	of age and counseling with primary caregiverNo Cost Comprehensive oral evaluation -
D 0100	new or established patientNo Cost
D0160	Detailed and extensive oral evaluation - problem
D0170	focused, by reportNo Cost
D0170	Re-evaluation - limited, problem focused
D0171	(established patient; not post-operative visit)No Cost Re-evaluation - post-operative office visitNo Cost
D0171	Comprehensive periodontal evaluation -
D0160	new or established patientNo Cost
D0190	Screening of a patientNo Cost
D0190	Assessment of a patientNo Cost
D0210	Intraoral - comprehensive series of radiographic
D0210	images - <i>limited to 1 series every 24 months</i> No Cost
D0220	Intraoral - periapical first radiographic imageNo Cost
D0230	Intraoral - periapical each additional
2020	radiographic imageNo Cost
D0240	Intraoral - occlusal radiographic imageNo Cost
D0270	Bitewing - single radiographic imageNo Cost
D0272	Bitewings - two radiographic imagesNo Cost

D0273 D0274	Bitewings three radiographic imagesNo Cost Bitewings - four radiographic images -
	limited to 1 series every 6 monthsNo Cost
D0330	Panoramic radiographic imageNo Cost
D0419	Assessment of salivary flow by measurement -
D0460	1 every 12 months
D0400 D0470	Diagnostic casts
D0472	Accession of tissue, gross examination,
	preparation and transmission of written reportNo Cost
D0473	Accession of tissue, gross and microscopic
	examination, preparation and transmission of
	written reportNo Cost
D0474	Accession of tissue, gross and microscopic
	examination, including assessment of surgical
	margins for presence of disease, preparation
D0601	and transmission of written reportNo Cost Caries risk assessment and documentation,
D0001	with a finding of low risk - 1 every 12 monthsNo Cost
D0602	Caries risk assessment and documentation,
20002	with a finding of moderate risk -
	1 every 12 monthsNo Cost
D0603	Caries risk assessment and documentation,
	with a finding of high risk - 1 every 12 monthsNo Cost
D0701	Panoramic radiographic image -
	image capture onlyNo Cost
D0702	2-D cephalometric radiographic image -
D0707	image capture onlyNo Cost
D0703	2-D oral/facial photographic image obtained intra-orally or extra- orally - image capture onlyNo Cost
D0705	Extra-oral posterior dental radiographic
D0703	image - image capture onlyNo Cost
D0706	Intraoral - occlusal radiographic image -
20.00	image capture onlyNo Cost
D0707	Intraoral - periapical radiographic image -
	image capture onlyNo Cost
D0708	Intraoral - bitewing radiographic image -
	image capture onlyNo Cost
D0709	Intraoral - comprehensive series of radiographic
D0000	images - image capture only
D0999	Unspecified diagnostic procedure, by report - includes office visit, per visit (in addition to
	other services)No Cost
	outer services/

# D1000-D1999 II. PREVENTIVE

DIOOU-DI999 II. PREVENTIVE		
D1110	Prophylaxis <i>cleaning</i> - adult -	
	1 per 6 month periodNo Cost	
D1120	Prophylaxis <i>cleaning</i> - child -	
	1 per 6 month periodNo Cost	
D1206	Topical application of fluoride varnish - child to	
	age 19; 1 D1206 or D1208 per 6 month periodNo Cost	
D1208	Topical application of fluoride - excluding	
	varnish - child to age 19; 1 D1206 or D1208 per	
	6 month periodNo Cost	
D1330	Oral hygiene instructionsNo Cost	
D1351	Sealant - per tooth - <i>limited to permanent</i>	
	molars through age 15No Cost	
D1352	Preventive resin restoration in a moderate to	
	high caries risk patient - permanent tooth -	
	limited to permanent molars through age 15No Cost	
D1353	Sealant repair - per tooth - <i>limited to</i>	
2.000	permanent molars through age 15No Cost	
D1354	Application of caries arresting medicament -	
21001	per tooth - child to age 19; 1 per 6 month period No Cost	
D1510	Space maintainer - fixed - unilateral -	
D1010	per quadrantNo Cost	
D1516	Space maintainer - fixed - bilateral, maxillaryNo Cost	
D1517	Space maintainer - fixed - bilateral, mandibularNo Cost	
D1520	Space maintainer - removable - unilateral -	
D1020	per quadrantNo Cost	
D1526	Space maintainer - removable -	
D1020	bilateral, maxillaryNo Cost	
D1527	Space maintainer - removable -	
D1327	bilateral, mandibularNo Cost	
D1551	Re-cement or re-bond bilateral space	
D1001	maintainer - maxillaryNo Cost	
D1552	Re-cement or re-bond bilateral space	
D1002	maintainer - mandibularNo Cost	
D1553	Re-cement or re-bond unilateral space	
D1000	maintainer - per quadrantNo Cost	
D1556	Removal of fixed unilateral space	
D1000	maintainer - per quadrantNo Cost	
D1557	Removal of fixed bilateral space	
D1007	maintainer - maxillaryNo Cost	
D1558	Removal of fixed bilateral space	
D1330	maintainer - mandibularNo Cost	
D1575	Distal shoe space maintainer - fixed,	
D13/3	unilateral - per quadrant - <i>child to age</i> 9No Cost	
	dilliateral per quadrant - crilla to age 3	

#### D2000-D2999 III. RESTORATIVE

- Includes polishing, all adhesives and bonding agents, indirect pulp capping, bases, liners and acid etch procedures. Amalgam - one surface, primary or permanent.....No Cost D2140 Amalgam - two surfaces, primary or permanent...No Cost D2150 Amalgam - three surfaces. D2160 primary or permanent......No Cost Amalgam - four or more surfaces, D2161 primary or permanent......No Cost Resin-based composite - one surface, anterior.....No Cost D2330 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 Resin-based composite crown, anterior.....No Cost D2390 Resin-based composite - one surface. D2391 posterior 7,9 ...... Optional D2392 Resin-based composite two surfaces, posterior 7,9 ...... Optional Resin-based composite -D2393 three surfaces, posterior 7,9 ...... Optional Resin-based composite - four or more D2394 surfaces, posterior 7,9 ...... Optional Inlay - metallic - one surface 3,4 ......No Cost D2510 Inlay - metallic - two surfaces 3,4......No Cost D2520 Inlay - metallic - three or more surfaces 3, 4......No Cost D2530 D2542 Onlay - metallic - two surfaces 3,4......No Cost Onlay - metallic - three surfaces 3,4.....No Cost D2543 Onlay - metallic - four or more surfaces 3,4.....No Cost D2544 Inlay - porcelain/ceramic - one surface 3,7,..... Optional D2610 Inlay - porcelain/ceramic - two surfaces 3,7...... Optional D2620 Inlay - porcelain/ceramic -D2630 three or more surfaces 3,7...... Optional Onlay - porcelain/ceramic - two surfaces 3,7 ....... Optional D2642 Onlay - porcelain/ceramic - three surfaces 3,7 ...... Optional D2643 Onlay - porcelain/ceramic -D2644 four or more surfaces 3,7...... Optional Inlay - resin-based composite - one surface 3,7 .... Optional D2650 Inlay - resin-based composite - two surfaces <sup>3,7</sup>.. Optional D2651 D2652 Inlay - resin-based composite three or more surfaces 3,7...... Optional Onlay - resin-based composite -D2662 two surfaces 3,7...... Optional

D2663	Onlay - resin-based composite - three surfaces 3,7	Ontional
D2664	Onlay - resin-based composite -	Орионаг
D2004	four or more surfaces 3,7,	Optional
D2710	Crown - resin-based composite (indirect) <sup>3, 6</sup>	
D2712	Crown - 3/4 resin-based	
	composite (indirect) 3,6	No Cost
D2720	Crown - resin with high noble metal 3,6	No Cost
D2721	Crown - resin with predominantly	
	base metal <sup>3, 6</sup>	No Cost
D2722	Crown - resin with noble metal 3,6	No Cost
D2740	Crown - porcelain/ceramic <sup>3, 6</sup>	No Cost
D2750	Crown - porcelain fused to high	
	noble metal <sup>3, 6</sup>	No Cost
D2751	Crown - porcelain fused to predominantly	
	base metal <sup>3, 6</sup>	
D2752	Crown - porcelain fused to noble metal 3,6	No Cost
D2753	Crown - porcelain fused to titanium and	
	titanium alloys	
D2780	Crown - 3/4 cast high noble metal 3,4	
D2781	Crown - 3/4 cast predominantly base metal 3	
D2782	Crown - 3/4 cast noble metal <sup>3</sup>	
D2790	Crown - full cast high noble metal 3,4	
D2791	Crown - full cast predominantly base metal 3	No Cost
D2792	Crown - full cast noble metal 3	
D2794	Crown - titanium and titanium alloys 3,4	No Cost
D2910	Re-cement or re-bond inlay, onlay, veneer or	No Cost
D2915	partial coverage restoration Re-cement or re-bond indirectly fabricated or	INO COST
D2913	prefabricated post and core	No Cost
D2920	Re-cement or re-bond crown	
D2921	Reattachment of tooth fragment, incisal edge	140 0030
DZJZI	or cusp (anterior)	No Cost
D2928	Prefabricated porcelain/ceramic crown -	140 0030
22020	permanent tooth	No Cost
D2929	Prefabricated porcelain/ceramic crown -	
	primary tooth - anterior	No Cost
D2930	Prefabricated stainless steel crown -	
	primary tooth	No Cost
D2931	Prefabricated stainless steel crown -	
	permanent tooth	No Cost
D2932	Prefabricated resin crown -	
	anterior primary tooth	No Cost
D2933	Prefabricated stainless steel crown with resin	
	window - anterior primary tooth	No Cost

D2940 D2941	Protective restorationNo Cost Interim therapeutic restoration -
D2949	primary dentitionNo Cost Restorative foundation for an
D23-3	indirect restorationNo Cost
D2950	Core buildup, including any pins when required No Cost
D2951	Pin retention - per tooth, in addition
D2952	to restorationNo Cost Post and core in addition to crown, indirectly
	fabricated - includes canal preparation 4No Cost
D2953	Each additional indirectly fabricated post -
50054	same tooth - includes canal preparation 4No Cost
D2954	Prefabricated post and core in addition to
	crown - base metal post; includes canal preparationNo Cost
D2957	Each additional prefabricated post - same
D2937	tooth - base metal post;
	includes canal preparationNo Cost
D2980	Crown repair necessitated by restorative
	material failureNo Cost
D2981	Inlay repair necessitated by restorative
	material failureNo Cost
D2982	Onlay repair necessitated by restorative
	material failureNo Cost
D2983	Veneer repair necessitated by restorative
	material failureNo Cost
D2990	Resin infiltration of incipient smooth surface
	lesions - limited to permanent molars through
	age 15No Cost
D7000 D	ZOOO IV ENDODONITICS
	3999 IV. ENDODONTICS
D3110 D3120	Pulp cap - direct (excluding final restoration)No Cost Pulp cap - indirect (excluding final restoration)No Cost
D3120 D3220	Therapeutic pulpotomy (excluding final
D3220	restoration) - removal of pulp coronal to the
	dentinocemental junction and application
	of medicamentNo Cost
D3221	Pulpal debridement, primary and
	permanent teethNo Cost
D3222	Partial pulpotomy for apexogenesis -
	permanent tooth with incomplete
	root developmentNo 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	Root canal - endodontic therapy, anterior tooth
D3320	(excluding final restoration) <sup>1</sup> No Cost <i>Root canal</i> - endodontic therapy, premolar
D3330	tooth (excluding final restoration) <sup>1</sup> No Cost <i>Root canal</i> - endodontic therapy, molar tooth
	(excluding final restoration) 1No Cost
D3346	Retreatment of previous root canal therapy - anterior <sup>1</sup>
D3347	Retreatment of previous root canal
D3348	therapy - premolar <sup>1</sup> No Cost Retreatment of previous root canal
	therapy - molar <sup>1</sup> No Cost
D3410	Apicoectomy - anterior 1No Cost
D3421	Apicoectomy - premolar (first root) 1No Cost
D3425	Apicoectomy - molar (first root) 1No Cost
D3426	Apicoectomy (each additional root) 1No Cost
D3430	Retrograde filling - per root 1No Cost
D3450	Root amputation, per root - not covered in
20.00	conjunction with a hemisection 1No Cost
D3471	Surgical repair of root resorption - anteriorNo Cost
D3471	Surgical repair of root resorption - premolarNo Cost
D3472	Surgical repair of root resorption - molar
D3501	Surgical exposure of root surface without apicoectomy or repair of root
	resorption - anteriorNo Cost
D3502	Surgical exposure of root surface without
	apicoectomy or repair of root
	resorption - premolarNo Cost
D3503	Surgical exposure of root surface without
20000	apicoectomy or repair of root
	resorption - molarNo Cost
	Todal peralitical minimum to deac
D4000-D	04999V. PERIODONTICS
	pre-operative and post-operative evaluations and
	t under a local anesthetic.
D4210	Gingivectomy or gingivoplasty - four or more
	contiguous teeth or tooth bounded spaces
	per quadrantNo Cost
D4211	Gingivectomy or gingivoplasty - one to three
5 .2	contiguous teeth or tooth bounded spaces
	per quadrantNo Cost
D4212	Gingivectomy or gingivoplasty to allow access
D7212	for restorative procedure, per toothNo Cost
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D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth	
	bounded spaces per quadrantNo Cost	
D4241	Gingival flap procedure, including root planing -	
	one to three contiguous teeth or tooth bounded	
D4260	spaces per quadrantNo Cost Osseous surgery (including elevation of a full	
D4200	thickness flap and closure) - four or more	
	contiguous teeth or tooth bounded spaces	
	per quadrantNo Cost	
D4261	Osseous surgery (including elevation of a full	
	thickness flap and closure) - one to three	
	contiguous teeth or tooth bounded spaces	
D4341	per quadrantNo Cost Periodontal scaling and root planing - four or	
D4341	more teeth per quadrant - <i>limited to 4</i>	
	quadrants during any 12 consecutive months No Cost	
D4342	Periodontal scaling and root planing - one to	
	three teeth per quadrant - limited to 4	
	quadrants during any 12 consecutive months No Cost	
D4346	Scaling in presence of generalized moderate or	
	severe gingival inflammation - full mouth, after oral evaluation - 1 per 6 month periodNo Cost	
D4355	Full mouth debridement to enable a	
2 1000	comprehensive periodontal evaluation and diagnosis	
	on a subsequent visit - limited to 1 treatment in	
	any 12 consecutive monthsNo Cost	
D4910	Periodontal maintenance - limited to 1	
D 1001	treatment each 6 month periodNo Cost	
D4921	Gingival irrigation with a medicinal agent - per quadrantNo Cost	
	per quadrant	
D5000-D5899 VI. PROSTHODONTICS (removable)		
D5110	Complete denture - maxillary 5,8No Cost	
D5120	Complete denture - mandibular 5, 8No Cost	
D5130	Immediate denture - maxillary 5,8No Cost	
D5140	Immediate denture - mandibular <sup>5, 8</sup> No Cost	
D5211	Maxillary partial denture - resin base	
	(including retentive/clasping materials, rests,	
D5212	and teeth) <sup>5,8</sup> No Cost Mandibular partial denture - resin base	
DJZIZ	(including retentive/clasping materials, rests,	
	and teeth) <sup>5,8</sup>	
	and teetin/	

D5213	Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth) 5,8
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials,
D5221	rests and teeth) <sup>5,8</sup> No Cost Immediate maxillary partial denture - resin base (including retentive/clasping materials,
D5222	rests and teeth)No Cost Immediate mandibular partial denture - resin base (including retentive/clasping materials,
D5223	rests and teeth)No Cost Immediate maxillary partial denture - cast metal framework with resin denture bases (including
D5224	retentive/clasping materials, rests and teeth)No Cost Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials,
	rests and teeth)No Cost
D5410	Adjust complete denture - maxillary 8No Cost
D5411	Adjust complete denture - mandibular 8No Cost
D5421	Adjust partial denture - maxillary 8No Cost
D5422	Adjust partial denture - mandibular 8No Cost
D5511	Repair broken complete denture base, mandibularNo Cost
D5512	Repair broken complete denture base, maxillaryNo Cost
D5520	Replace missing or broken teeth - complete denture (each tooth)
D5611	Repair resin partial denture base, mandibularNo Cost
D5612	Repair resin partial denture base, maxillaryNo Cost
D5621	Repair cast partial framework, mandibularNo Cost
D5622	Repair cast partial framework, maxillaryNo Cost
D5630	Repair or replace broken retentive/clasping materials - per tooth
D5640	Replace broken teeth - per tooth
D5650	
D5660	Add tooth to existing partial dentureNo Cost Add clasp to existing partial denture -
DE710	per tooth
D5710	Rebase complete maxillary denture 11
D5711	Rebase complete mandibular denture 11No Cost
D5720	Rebase maxillary partial denture 11
D5721	Rebase mandibular partial denture 11No Cost

D5725 D5730	Rebase hybrid prosthesisNo Cost Reline complete maxillary denture (chairside) 11No Cost	
D5731	Reline complete mandibular	
D5740	denture (chairside) <sup>11</sup> No Cost Reline maxillary partial denture (chairside) <sup>11</sup> No Cost	
D5740	Reline mandibular partial denture (chairside) "No Cost	
D5750	Reline complete maxillary	
	denture (laboratory) 11	
D5751	Reline complete mandibular	
	denture (laboratory) 11No Cost	
D5760	Reline maxillary partial denture (laboratory) 11No Cost	
D5761	Reline mandibular partial	
DE765	denture (laboratory) 11	
D5765	Soft liner for complete or partial removable denture – indirectNo Cost	
D5820	Interim partial denture (including	
20020	retentive/clasping materials, rests, and teeth),	
	maxillary - limited to initial placement of interim	
	partial denture/stayplate to replace extracted	
	anterior teeth during healing 8No Cost	
D5821	Interim partial denture (including	
	retentive/clasping materials, rests, and teeth),	
	mandibular - limited to initial placement of	
	interim partial denture/stayplate to replace	
DESEO	extracted anterior teeth during healing 8No Cost Tissue conditioning, maxillary 8.11No Cost	
D5850 D5851	Tissue conditioning, mandibular 8,11No Cost	
D3631	rissue conditioning, mandibular	
D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not		
	Covered	
D6000-D	6199 VIII. IMPLANT SERVICES - Not Covered	
D6200-D	6999 IX. PROSTHODONTICS, fixed (each retainer	
	and each pontic constitutes a unit in a fixed	
	partial denture [bridge])	
D6210	Pontic - cast high noble metal 4, 12No Cost	
D6211	Pontic - cast predominantly base metal <sup>12</sup> No Cost	
D6212	Pontic - cast noble metal <sup>12</sup> No Cost	
D6240	Pontic - porcelain fused to high noble metal 4, 6, 12No Cost	
D6241	Pontic - porcelain fused to predominantly	
202	base metal 6,12No Cost	
D6242	Pontic - porcelain fused to noble metal <sup>6, 12</sup> No Cost	

D6243	Pontic - porcelain fused to titanium and
50045	titanium alloys
D6245	Pontic - porcelain/ceramic 7, 12 Optional
D6250	Pontic - resin with high noble metal 4, 6, 12No Cost
D6251	Pontic - resin with predominantly base metal <sup>6, 12</sup> No Cost
D6252	Pontic - resin with noble metal 6,12No Cost
D6600	Retainer inlay - porcelain/ceramic,
	two surfaces 7, 12 Optional
D6601	Retainer inlay - porcelain/ceramic,
	three or more surfaces 7, 12 Optional
D6602	Retainer inlay - cast high noble metal,
	two surfaces 4, 12No Cost
D6603	Retainer inlay - cast high noble metal,
	three or more surfaces 4,12No Cost
D6604	Retainer inlay - cast predominantly base
	metal, two surfaces <sup>12</sup> No Cost
D6605	Retainer inlay - cast predominantly base metal,
	three or more surfaces <sup>12</sup> No Cost
D6606	Retainer inlay - cast noble metal, two surfaces <sup>12</sup> No Cost
D6607	Retainer inlay - cast noble metal,
	three or more surfaces 12No Cost
D6608	Retainer onlay - porcelain/ceramic,
	two surfaces 7, 12 Optional
D6609	Retainer onlay - porcelain/ceramic,
D 6 61 6	three or more surfaces 7, 12 Optional
D6610	Retainer onlay - cast high noble metal,
D C C11	two surfaces 4, 12No Cost
D6611	Retainer onlay - cast high noble metal,
D C C10	three or more surfaces 4,12No Cost
D6612	Retainer onlay - cast predominantly base
D.C.C17	metal, two surfaces <sup>12</sup> No Cost
D6613	Retainer onlay - cast predominantly base
DCC14	metal, three or more surfaces <sup>12</sup> No Cost
D6614	Retainer onlay - cast noble metal,
DCC1E	two surfaces <sup>12</sup> No Cost
D6615	Retainer onlay - cast noble metal,
DC700	three or more surfaces <sup>12</sup> No Cost
D6720	Retainer crown - resin with high
DC721	noble metal <sup>4, 6, 12</sup> No Cost Retainer crown - resin with predominantly
D6721	base metal <sup>6,12</sup> No Cost
D6722	Retainer crown - resin with noble metal 6, 12No Cost
D6722 D6740	Retainer crown - resin with noble metal <sup>9, 12</sup>
D6740 D6750	Retainer crown - porcelain/ceramic ************************************
D0/3U	noble metal <sup>4, 6, 12</sup> No Cost
	Hobie HetalNo Cost

D6751	Retainer crown - porcelain fused to	
	predominantly base metal 6,12No Cost	
D6752	Retainer crown - porcelain fused to	
	noble metal 6, 12No Cost	
D6753	Retainer crown - porcelain fused to titanium	
	and titanium alloysNo Cost	
D6780	Retainer crown - 3/4 cast high noble metal 4,12No Cost	
D6781	Retainer crown - 3/4 cast predominantly	
	base metal <sup>12</sup> No Cost	
D6782	Retainer crown - 3/4 cast noble metal <sup>12</sup> No Cost	
D6784	Retainer crown - titanium and titanium alloysNo Cost	
D6790	Retainer crown - full cast high noble metal 4,12No Cost	
D6791	Retainer crown - full cast predominantly	
	base metal <sup>12</sup> No Cost	
D6792	Retainer crown - full cast noble metal <sup>12</sup> No Cost	
D6930	Re-cement or re-bond fixed partial dentureNo Cost	
D6940	Stress breaker <sup>12</sup> No Cost	
D6980	Fixed partial denture repair necessitated by	
	restorative material failureNo Cost	
D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY		

- Includes pre-operative and post-operative evaluations and treatment under a local anesthetic. Extraction, coronal remnants - primary tooth ......No Cost D7111

D7140	Extraction, erupted tooth or exposed root
	(elevation and/or forceps removal)No Cost
D7210	Extraction, erupted tooth requiring removal of
	bone and/or sectioning of tooth, and including
	elevation of mucoperiosteal flap if indicatedNo Cost
D7220	Removal of impacted tooth - soft tissueNo Cost
D7230	Removal of impacted tooth - partially bonyNo Cost
D7240	Removal of impacted tooth - completely bony No Cost
D7241	Removal of impacted tooth - completely
	bony, with unusual surgical complicationsNo Cost
D7250	Removal of residual tooth roots
	(cutting procedure)No Cost
D7251	Coronectomy - intentional partial
	tooth removal, impacted teeth onlyNo Cost
D7286	Incisional biopsy of oral tissue - soft - does
	not include pathology laboratory proceduresNo Cost
D7310	Alveoloplasty in conjunction with extractions -
	four or more teeth or tooth spaces,
	per quadrantNo Cost
	•

D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces,	
D7320	per quadrantNo Cost Alveoloplasty not in conjunction with	
D7721	extractions - four or more teeth or tooth spaces, per quadrant	
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	
D7471	Removal of lateral exostosis (maxilla or mandible)	
D7510	Incision and drainage of abscess - intraoral soft tissue	
D7922	Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization,	
	per siteNo Cost	
D7961 D7962	Buccal/labial frenectomy (frenulectomy)No Cost Lingual frenectomy (frenulectomy)No Cost	
D8000-D8999 XI. ORTHODONTICS		
D8070	Comprehensive orthodontic treatment of the transitional dentition - child or adolescent	
	to age 19 <sup>2</sup> \$1,600.00	
D8080	Comprehensive orthodontic treatment of the adolescent dentition - adolescent to age 19 2\$1,600.00	
D8090	Comprehensive orthodontic treatment of the adult dentition - adults, including covered	
D8660	dependent adult children <sup>2</sup> \$1,800.00 Pre-orthodontic treatment examination to	
D0000	monitor growth and development - not to be charged with any other	
	consultation procedure(s) 10No Cost	
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s)) 13No Cost	
D8681 D8999	Removable orthodontic retainer adjustmentNo Cost Unspecified orthodontic procedure, by report - includes the START- UP FEE, which includes	
	initial examination, diagnosis, consultation and initial banding\$350.00	

#### D9000-D9999XII. ADJUNCTIVE GENERAL SERVICES Palliative treatment of dental D9110 pain - per visit......No Cost Regional block anesthesia......No Cost D9211 D9212 Trigeminal division block anesthesia.....No Cost Local anesthesia in conjunction with operative D9215 or surgical procedures.....No Cost Evaluation for moderate sedation, deep D9219 sedation or general anesthesia.....No Cost Consultation - diagnostic service provided by D9310 dentist or physician other than requesting dentist or physician ......No Cost Consultation with a medical health D9311 care professional ......No Cost Office visit for observation (during regularly D9430 scheduled hours) - no other services performed......No Cost Office visit - after regularly scheduled hours.......... \$20.00 D9440 D9450 Case presentation, subsequent to detailed and extensive treatment planning......No Cost Pre-visit patient screening.....No Cost D9912 Cleaning and inspection of removable complete D9932 denture, maxillary......No Cost Cleaning and inspection of removable complete D9933 denture, mandibular......No Cost Cleaning and inspection of removable partial D9934 denture, maxillary......No Cost Cleaning and inspection of removable partial D9935 denture, mandibular......No Cost Occlusal guard adjustment......\$10.00 D9943 D9944 Occlusal quard - hard appliance, full arch limited to bruxism (grinding), one D9944. D9945 or D9946 every three years......\$100.00 Occlusal guard - soft appliance, full arch -D9945 limited to bruxism (grinding), one D9944, D9945 or D9946 every three years ...... \$100.00 Occlusal guard - hard appliance, partial arch -D9946 limited to bruxism (grinding), one D9944. D9945 or D9946 every three years......\$100.00 Missed appointment - without 24 hour notice -D9986 per 15 minutes of appointment time - up to an overall maximum of \$40.00 ......\$10.00 Canceled appointment - without 24 hour D9987 notice - per 15 minutes of appointment time up to an overall maximum of \$40.00 ......\$10.00

D9990	Certified translation or sign-language services -
	per visitNo Cost
D9991	Dental case management - addressing
	appointment compliance barriersNo Cost
D9992	Dental case management - care coordinationNo Cost
D9995	Teledentistry - synchronous;
	real-time encounterNo Cost
D9996	Teledentistry - asynchronous; information
	stored and forwarded to Dentist for
	subsequent reviewNo Cost
D9997	Dental case management - Patients with
	special Health Care Needs No Cost

#### **FOOTNOTES**

- <sup>1</sup> A Benefit for permanent teeth only.
- Listed Copayment covers up to 24 months of active orthodontic treatment excluding the services listed for D8999 (Start-up fee). Beyond 24 months of active treatment, an additional monthly fee of \$75.00 applies.
- Replacement is subject to a limitation requiring the existing restoration to be 5+ years old.
- <sup>4</sup> Base or noble metal is the benefit. High noble metal (precious), if used, will be charged to the Enrollee at the additional maximum cost to the Enrollee of \$100.00 per tooth. This charge also applies to a titanium crown. If an indirectly fabricated post and core is made of high noble metal, an additional fee up to \$100.00 per tooth will be charged for the upgraded post and core.
- 5. Replacement is subject to a limitation requiring the existing denture to be 5+ years old.
- 6. Porcelain and other tooth-colored materials on molars are considered a material upgrade with a maximum additional charge to the Enrollee of \$150.00.
- 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.
- 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.
- 9. An amalgam is the Benefit.
- 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.
- 11. Limited to 1 per denture during any 12 consecutive months.
- Replacement is subject to a limitation requiring the existing bridge to be 5+ years old.
- <sup>13.</sup> Includes adjustments and/or office visits up to 24 months. After 24 months, a monthly fee of \$75.00 applies.

## SCHEDULE B

### Limitations of Benefits

- 1. Full mouth x-rays are limited to one set every 24 consecutive months and include any combination of periapicals, bitewings and/or panoramic film.
- 2. Bitewing x-rays are limited to not more than one series of four films in any six month period.
- Diagnostic casts are limited to aid in diagnosis by the Contract Dentist for covered Benefits.
- 4. If a biopsy is preauthorized by Delta Dental for an oral surgeon, then examination of the resulting biopsy specimen is covered under codes D0472, D0473 or D0474 and available at no additional cost.
- 5. Prophylaxis or periodontal maintenance is limited to one procedure each six month period.
- 6. 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.
- 7. A filling is a benefit for the removal of decay, for minor repairs of tooth structure or to replace a lost filling.
- 8. A crown is a benefit when there is insufficient tooth structure to support a filling or to replace an existing crown that is non-functional or non-restorable and meets the five year limitation (Limitation #12).
- 9. A covered metallic inlay, onlay, crown or fixed partial denture (bridge) using base or noble metal is available for listed Copayment(s). If the Enrollee elects to have high noble metal used instead, the maximum additional cost of this material upgrade is \$100.00 per tooth or pontic. For an indirectly fabricated post and core, the benefit is for base or noble metal. If the Enrollee elects to have a high noble metal indirectly fabricated post and core instead, the maximum additional cost of this material upgrade is \$100.00 per tooth.

- 10. For molars, a covered inlay, onlay, crown, or unit of a fixed partial denture (bridge) is metallic without porcelain or other tooth-colored material. If the Enrollee elects to have porcelain, porcelain-fused-to-metal, resin or resin-with- metal used instead, the maximum additional cost for this tooth-colored material upgrade is \$150.00 per molar.
- 11. 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.
- 12. The replacement of an existing inlay, onlay, crown, fixed partial denture (bridge) or a removable full or partial denture is covered when:
  - 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 five or more years prior to its replacement, or
    - If an existing partial denture is less than five 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.
- 13. A direct or indirect pulp cap is a Benefit only on a vital permanent tooth with an open apex or a vital primary tooth.
- 14. With the exception of pulp caps and pulpotomies, endodontic procedures (e.g. root canal therapy, apicoectomy, retrofill, etc.) are only a benefit on a permanent tooth.
- 15. A therapeutic pulpotomy on a permanent tooth is limited to palliative treatment when the Contract Dentist is not performing root canal therapy.
- 16. Periodontal scaling and root planing are limited to four quadrants during any 12 month period.
- 17. Full mouth debridement (gross scale) is limited to one treatment in any 12 month period.

- 18. Coverage for the placement of a fixed partial denture (bridge) or removable partial denture:
  - a. Fixed partial denture (bridge):
    - The sole tooth to be replaced in the arch is an anterior tooth, and the abutment teeth are not periodontally involved, or
    - The new bridge would replace an existing, nonfunctional bridge utilizing identical abutments and pontics (see Limitation #12) **or**
    - Each abutment tooth to be crowned meets Limitation #8.
  - b. Removable partial denture:
    - Cast metal (D5213, D5214), one or more teeth are missing in an arch.
    - Resin based (D5211, D5212), one or more teeth are missing in an arch and abutment teeth have extensive periodontal disease (see Limitation #12).
- 19. Relines, tissue conditioning and rebases are limited to one per denture during any 12 consecutive months.
- 20. 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.
- 21. Retained primary teeth shall be covered as primary teeth.
- 22. Excision of the frenum is a benefit only when it results in limited mobility of the tongue, it causes a large diastema between teeth or it interferes with a prosthetic appliance.
- 23. 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.

- 24. In cases of accidental injury, benefits available are described in *Schedule B, Accident Injury Benefit*. 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*.
- 25. Benefits for a soft tissue management program are limited to those parts, which are listed covered services listed on Schedule A. If an Enrollee declines non- covered services within a soft tissue management program, it does not eliminate or alter other covered benefits.
- 26. A new removable partial, complete or immediate denture includes after delivery adjustments and tissue conditioning at no additional cost 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.
- 27. 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 fee" for the covered procedure, plus any applicable Copayment for the covered procedure.

"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. Dental conditions arising out of and due to Enrollee's employment for which Workers' Compensation is paid. Services which are provided to the Enrollee by state government or agency thereof, or are provided without cost to the Enrollee by any municipality, county or other subdivision, except as provided in Section 1373(a) of the California Health and Safety Code.
- All related fees for admission, use, or stays in a hospital, outpatient surgery center, extended care facility, or other similar care facility.
- 4. Loss or theft of full or partial dentures, space maintainers, crowns and fixed partial dentures (bridges).
- 5. Dental expenses incurred in connection with any dental procedures started after termination of eligibility for coverage.
- 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 provision.
- 7. Congenital malformations (e.g. congenitally missing teeth, supernumerary teeth, enamel and dentinal dysplasias, etc.), except for the treatment of newborn children with congenital defects or birth abnormalities.
- 8. Dispensing of drugs not normally supplied in a dental facility.
- 9. Any procedure that in the professional opinion of the Contract Dentist or the dental consultant:
  - 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.

- 10. Dental services received from any dental facility other than the assigned Contract Dentist including the services of a dental specialist, unless expressly authorized in writing by Delta Dental or as cited under *Emergency Services*. To obtain written authorization, the Enrollee should call Delta Dental's Customer Service department at 800-422-4234.
- 11. Consultations for non-covered Benefits.
- 12. Implant placement or removal, appliances placed on or services associated with implants, including but not limited to prophylaxis and periodontal treatment.
- 13. Porcelain crowns, porcelain fused to metal or resin with metal type crowns and fixed partial dentures (bridges) for children under 16 years of age.
- 14. Restorations placed solely due to cosmetics, abrasions, attrition, erosion, restoring or altering vertical dimension, congenital or developmental malformation of teeth.
- 15. Appliances or restorations necessary to increase vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, equilibration or treatment of disturbances of the temporomandibular joint (TMJ).
- 16. 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.
- 17. 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.
- 18. 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.

- 19. Treatment or extraction of primary teeth when exfoliation (normal shedding and loss) is imminent.
- 20. Orthodontic treatment must be provided by a licensed Dentist. Self-administered orthodontics are not covered.
- 21 The removal of fixed orthodontic appliances for reasons other than completion of treatment is not a covered benefit.

#### Orthodontic Limitations

The DeltaCare USA program provides coverage for orthodontic treatment plans provided through Contract Orthodontists. The start-up fees and the cost to the Enrollee for the treatment plan are listed in *Schedule A, Description of Benefits and Copayments* and subject to the following:

- Orthodontic treatment must be provided by a Contract Orthodontist.
- 2. Benefits cover 24 months of active comprehensive orthodontic treatment. Included is the initial examination, diagnosis, consultation, initial banding, 24 months of active treatment, de-banding and the retention phase of treatment. The retention phase includes the initial construction, placement and adjustment to retainers and office visits for a maximum of two years.
- 3. Treatment plans extending beyond 24 months of active treatment, or 24 months of the retention phase of treatment will be subject to a monthly office visit fee to the Enrollee not to exceed \$75.00 per month.
- 4. Should an Enrollee's coverage be cancelled or terminated for any reason, and at the time of cancellation or termination be receiving any orthodontic treatment, the Enrollee and not Delta Dental will be responsible for payment of any balance due for treatment provided after cancellation or termination. In such a case the Enrollee's payment shall be based on a maximum of \$2,300.00 for covered dependent children to age 19 and \$2,500.00 for covered adults and dependent children to age 23. The amount will be prorated over the number of months to completion of the treatment and, will be payable by the Enrollee on such terms and conditions as are arranged between the Enrollee and the Contract Orthodontist
- 5. If treatment is not required or the Enrollee chooses not to start treatment after the diagnosis and consultation have been completed by the Contract Orthodontist, the Enrollee will be charged a consultation fee of \$25.00 in addition to diagnostic record fees.

- 6. 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 and customary fee.
- 7. 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.

## **Orthodontic Exclusions**

- Pre-, mid- and post-treatment records which include cephalometric x-rays, tracings, photographs and study models.
- 2. Lost, stolen or broken orthodontic appliances.
- 3. Retreatment of orthodontic cases.
- 4. Changes in treatment necessitated by accident of any kind.
- 5. Initial or continuing orthodontic treatment when such treatment would be inconsistent with generally accepted professional standards.
- 6. Surgical procedures incidental to orthodontic treatment.
- 7. Myofunctional therapy.
- 8. Surgical procedures related to cleft palate, micrognathia or macrognathia.
- 9. Treatment related to temporomandibular joint disturbances.
- 10. Supplemental appliances not routinely used in typical comprehensive orthodontics.
- 11. Restorative work caused by orthodontic treatment.
- 12. 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
- 13. Extractions solely for the purpose of orthodontics.
- 14. Treatment in progress at inception of eligibility.
- 15. Composite bands, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.

## **Accident Injury Benefit**

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*.

Delta Dental will pay up to 100 percent of the Contract Dentist's "filed fees," for expenses an Enrollee incurs for an accident injury, less any applicable Copayment(s), up to a Maximum of \$1,600.00 in any 12 month period.

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*, in addition to the following provisions:

#### **MAXIMUM**

Accident injury benefits will be provided for each Enrollee up to a maximum of \$1,600.00 in any 12 month period.

#### LIMITATION

Accident injury benefits are limited to services provided as a result of an accident which occurred (a) while the Enrollee was covered under the DeltaCare USA program, or (b) while the Enrollee was covered under another DeltaCare USA program, and if the benefits for the expenses incurred would have been paid if the Enrollee had remained covered under that program.

## **EXCLUSIONS**

In addition to *Schedule B*, limitations #13, #15, #20, #21 and #24 and exclusions #1-9, #11-15 and #18-20, the following exclusions apply:

- 1. Prophylaxis.
- 2. Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).
- 3. Replacement of existing restorations due to decay.
- 4. Orthodontic services (treatment of malalignment of teeth and/or jaws).
- 5. Replacement of existing restorations, crowns, bridges, dentures and other dental or orthodontic appliances damaged by accident injury.

# DeltaCare® USA

#### Non-Discrimination Disclosure

#### Discrimination Is Against the Law

We comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. We do not exclude people or treat them differently because of their race, color, national origin, age, disability, or sex.

Coverage for medically necessary health services are available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender. We will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. We will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual.

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a customer service representative, or by mail.

DeltaCare USA
PO Box 1803 Alpharetta, GA 30023-1803
1-800-422-4234
deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby. jsf, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

We provide free aids and services to people with disabilities to communicate effectively with us, such as:

- · qualified sign language interpreters
- written information in other formats (large print, audio, accessible electronic formats, other formats)

We also provide free language services to people whose primary language is not English, such as:

- qualified interpreters
- information written in other languages

If you need these services, contact our Customer Service department.

**Protect your oral health.** Prevention is the key to avoiding tooth and gum problems. Brush and floss regularly, and visit the dentist for cleanings and exams. To learn more about prevention and avoiding dental problems, visit **deltadentalins.com**. You'll find oral health articles, videos and other tools and tips for caring for your teeth. Don't forget to sign up for *Grin!*, our free dental health e-magazine.

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您能自行閱讀本文件嗎?如果不能,我們可請人幫助您閱讀。您還可以請人以您的語言撰寫本文件。如需免費幫助,請致電 1-800-422-4234 (TTY: 711)。 (Chinese)

Bạn có đọc được tài liệu này không? Nếu không, chúng tôi sẽ cử một ai đó giúp bạn đọc. Bạn cũng có thể nhận được tài liệu này viết bằng ngôn ngữ của bạn. Để nhận được trợ giúp miễn phí, vui lòng gọi 1-800-422-4234 (TTY: 711). (Vietnamese)

이 문서를 읽으실 수 있습니까? 읽으실 수 없으면 다른 사람이 대신 읽어드릴 수있습니다. 한국어로 번역된 문서를 받으실 수도 있습니다. 무료로 도움을 받기를 원하시면 1-800-422-4234 (TTY: 711)번으로 연락하십시오. (Korean)

Nababasa mo ba ang dokumentong ito? Kung hindi, may tao kaming makakatulong sa iyong basahin ito. Maaari mo ring makuha ang dokumentong ito nang nakasulat sa iyong wika. Para sa libreng tulong, pakitawagan ang 1-800-422-4234 (TTY: 711). (Tagalog)

Вы можете прочитать этот документ? Если нет, мы можем предоставить вам кого-нибудь, кто поможет вам прочитать его. Вы также можете получить этот документ на своем языке. Для получения бесплатной помощи, просьба звонить по номеру 1-800-422-4234 (телетайп: 711). (Russian)

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Èske w ka li dokiman sa a? Si w pa kapab, nou ka fè yon moun ede w li l. Ou ka gen posiblite pou jwenn dokiman sa a tou ki ekri nan lang ou. Pou jwenn èd gratis, tanpri rele 1-800-422-4234 (TTY: 711). (Haitian Creole)

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Możesz przeczytać ten dokument? Jeśli nie, możemy Ci w tym pomóc. Możesz także otrzymać ten dokument w swoim języku ojczystym. Po bezpłatną pomoc zadzwoń pod numer 1-800-422-4234 (TTY: 711). (Polish)

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