

DELTA DENTAL INSURANCE COMPANY

1130 Sanctuary Parkway, Suite 600
Alpharetta, Georgia 30009
(770) 641-5100 (800) 521-2651

REVISED

APPLICATION FOR DELTACARE® USA GROUP DENTAL SERVICE CONTRACT

The undersigned client ("Applicant") hereby applies for a DeltaCare USA GROUP DENTAL SERVICE CONTRACT with DELTA DENTAL INSURANCE COMPANY ("Delta Dental") on the following terms:

- I. Applicant hereby authorizes Delta Dental to furnish the dental Benefits described in the attached Contract, subject to all of the terms and conditions of the Contract.
- II. Applicant agrees to pay to Delta Dental, in advance, the Premium specified in *Schedule C* to the Contract.
- III. Upon acceptance of this Application by Delta Dental, and payment of the initial Premium, the Contract shall be effective at 12:01 a.m., on the Effective Date shown on *Schedule C* and the Contract shall continue until terminated as provided. Payment of Premiums constitutes acceptance of the terms and conditions of this Contract.
- IV. Applicant agrees to receive, on behalf of Enrollees, all applicable notices concerning Benefits under this Contract.
- V. Unless such task has been delegated to Delta Dental, or to a third party, Applicant agrees to make available to Eligible Employees or Enrollees any disclosure statement, or other notices concerning Benefits required to be furnished by Delta Dental.

(Date)

01203

(Group Number)

City of Hallandale Beach

(Applicant)

400 South Federal Highway, Hallandale, FL 33009

(Applicant Address)

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

By: _____
(Authorized Signature)

(Licensed Registered Agent)

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DeltaCare® USA GROUP DENTAL SERVICE CONTRACT

NOTICE: THE PREMIUMS PAYABLE UNDER THIS CONTRACT ARE SUBJECT TO INCREASE UPON RENEWAL AFTER THE END OF THE INITIAL CONTRACT TERM OR ANY SUBSEQUENT CONTRACT TERM.

Delta Dental provides Benefits as a Prepaid Limited Health Service Organization, as described in Section 636 of the Florida Statutes.

IN CONSIDERATION of the Application, a copy of which is attached hereto and made a part of this DeltaCare USA GROUP DENTAL SERVICE CONTRACT ("Contract") and IN CONSIDERATION of payment of the required Premiums, DELTA DENTAL INSURANCE COMPANY ("Delta Dental") agrees to provide the Benefits described for the Contract Term shown on *Schedule C* and from year to year thereafter, unless this Contract is terminated as provided. Premiums are payable in advance of the Effective Date and thereafter as provided. This Contract is issued and delivered in the State of Florida, is governed by the laws thereof, and is subject to the terms and conditions recited on the following pages.

Benefits for preexisting conditions (e.g. missing teeth) are covered under the DeltaCare USA Program. However, Benefits are not provided for dental treatment in progress at inception of eligibility in this Program. Refer to Exclusion of Benefits #9.

IN WITNESS WHEREOF, Delta Dental has caused this Contract to be executed on:

Date: September 21, 2012

DELTA DENTAL INSURANCE COMPANY



Anthony S. Barth
President

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ARTICLE 1. DEFINITIONS

As used in this Contract:

- 1.01 “Administrator” means Delta Dental Insurance Company (“Delta Dental”) or other entity designated by Delta Dental, operating as an Administrator in the state of Florida. Administrative functions described throughout this Contract may be performed by the Administrator, as designated by Delta Dental. The mailing address for Delta Dental is P.O. Box 1803, Alpharetta, GA, 30023. The Administrator will answer calls directed to (800) 422-4234.
- 1.02 “Applicant” means the client (employer or other organization) contracting to obtain dental Benefits for Eligible Employees.
- 1.03 “Benefits” mean those dental services which are provided under the terms of this Contract as specified in *Article 4* and *Schedule A*.
- 1.04 “Contract” means this agreement between Delta Dental and Applicant, including the Application for this Contract, the attached schedules, and any appendices, endorsements or riders. This Contract constitutes the entire agreement between the parties.
- 1.05 “Contract Dentist” means a Dentist who provides services in general dentistry and who has agreed to provide Benefits to Enrollees under this Contract.
- 1.06 “Contract Orthodontist” means a Dentist who specializes in orthodontics, and who has agreed to provide Benefits to Enrollees under this Contract.
- 1.07 “Contract Specialist” means a Dentist who provides Specialist Services and who has agreed to provide Benefits to Enrollees under this Contract.
- 1.08 “Contract Term” means each period commencing and terminating on the dates shown on *Schedule C*, and each yearly period thereafter during which this Contract remains in effect.
- 1.09 “Copayment” means the amount charged to an Enrollee by a Dentist for the Benefits provided under this Contract.
- 1.10 “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.
- 1.11 “Domestic Partner” means a person who, together with the Eligible Employee, has affirmed a domestic partnership through an Affidavit of Domestic Partnership filed with the Applicant.
- 1.12 “Effective Date” means the date this Contract becomes effective as provided in *Schedule C*.
- 1.13 “Eligibility Date” means the date upon which an Eligible Person’s eligibility for Benefits becomes effective under this Contract.
- 1.14 “Eligible Dependent” means any of the dependents of an Eligible Employee who are eligible to enroll for Benefits and who meet the conditions of eligibility outlined in *Article 2*.

- 1.15 “Eligible Employee” means any employee or member who meet the conditions of eligibility outlined in *Article 2*.
- 1.16 “Eligible Person” means an Eligible Employee or Eligible Dependent.
- 1.17 “Emergency Services” mean only those dental services immediately required for alleviation of severe pain, swelling or bleeding, or immediately required to avoid placing the patient’s health in serious jeopardy.
- 1.18 “Enrollee” means an Eligible Employee (“Primary Enrollee”) or an Eligible Dependent (“Dependent Enrollee”) enrolled to receive Benefits.
- 1.19 “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 commencement of the Contract Term or a period as otherwise requested by the Applicant and agreed to by Delta Dental
- 1.20 “Optional” means 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 this Contract.
- 1.21 “Preauthorization” means the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under the Enrollee’s plan.
- 1.22 “Premium” means payments by Applicant as provided in *Article 3* and in amounts stated in *Schedule C*.
- 1.23 “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 by Delta Dental.

ARTICLE 2. ELIGIBILITY, ENROLLMENT AND CANCELLATION OF ENROLLMENT

2.01 Eligible Employees are those employees or group members described in *Schedule C*. New employees shall become eligible for coverage as specified in *Schedule C*.

Eligible Dependents become eligible on:

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

Eligible Dependents include:

- 1) spouse (unless legally separated or divorced) or Domestic Partner (until such partnership is terminated by either or both parties);
- 2) unmarried children from birth up to age 26; and dependent grandchildren until age 18 months;
- 3) unmarried children from birth to the end of the calendar year in which they turn age 26 if:
 - a) they are supported by the Eligible Employee, and
 - b) they either live in the Eligible Employee's household, or
 - c) they are enrolled as full-time or part-time students in an accredited school.

Children include natural children, children of a covered family member, stepchildren, adopted children, foster children and children of a Domestic Partner provided all such children are dependent on the Eligible Employee for support. Newborn children (including newborn children of a covered family member and newborn adopted children) are covered from and after the moment of birth. With the exception of newborn adopted children, notice of birth must be received within 31 days after the date of birth for coverage to continue beyond 31 days. Foster and adopted children (other than newborns) are eligible from and after the moment the child is placed in the physical custody of the Eligible Employee.

An unmarried dependent child may continue eligibility if:

- a) he or she is incapable of self-support because of a mental or physical disability that began prior to reaching the limiting age;
- b) he or she is chiefly dependent on the Eligible Employee for support; and
- c) proof of dependent's disability is provided within 31 days of request. Such requests will not be made more than once a year after this dependent reaches age 26. Eligibility will continue as long as the dependent relies on the Eligible Employee for support because of a mental or physical disability that began before he or she reached the limiting age.

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

2.02 Eligible Employees must complete the enrollment process during the Open Enrollment Period in order to receive Benefits and for their Eligible Dependents to receive Benefits. Persons not originally eligible during the Open Enrollment Period may be enrolled immediately upon attainment of dependent status. Subject to cancellation as provided under this Contract, enrollment of Eligible Employees and any Eligible Dependents is for a minimum period of one year.

On or prior to the first day of every month, Applicant shall compile and furnish to Delta Dental the names of all Primary Enrollees showing their identification numbers and, if applicable, location codes and all Dependent Enrollees. Enrollee names must be presented in a format acceptable to Delta Dental. Delta Dental shall be obligated to provide Benefits only to Primary Enrollees and their Dependent Enrollees who have been reported by the Applicant. The appropriate Premium must be paid pursuant to *Article 3* and *Schedule C* of this Contract for the period in which covered dental services are provided.

2.03 Subject to any rights provided under *Section 2.04*, *Section 2.05* and *Article 9*, an Eligible Employee's or Eligible Dependent's enrollment under this Contract may be canceled, or renewal of enrollment refused, in the following events:

- 1) Immediately
 - a) upon loss of eligibility as described in this Contract; or
 - b) if the Premiums are not paid by or on behalf of the Enrollee on the date due, or within the 30-day Premium grace period. The Enrollee may continue to receive Benefits during the 30-day grace period and may be reinstated during the term of this Contract upon payment of any unpaid Premium. If coverage is not reinstated, the Enrollee will be responsible for the cost of services received during the 30-day grace period; or
 - c) if the Contract is terminated or not renewed;
- 2) Upon 45 days written notice if
 - a) the Enrollee's behavior is disruptive, unruly, abusive, unlawful, fraudulent, or uncooperative to the extent that the Enrollee's continuing participation seriously impairs Delta Dental's ability to provide services to other Enrollees;
 - b) the Enrollee commits fraud or misrepresentation in applying for or presenting any claim for Benefits under this Contract;
 - c) the Enrollee misuses the documents provided as evidence of Benefits available under this Contract; or
 - d) the Enrollee furnishes incorrect or incomplete information to Delta Dental in order to fraudulently obtain services.

Prior to cancellation, Delta Dental will make every effort to resolve problems through the grievance procedures and will determine that the Enrollee's behavior is not due to the use of the services or mental illness.

Cancellation of a Primary Enrollee's enrollment shall automatically cancel the enrollment of any of his or her Dependent Enrollees.

2.04 Extension of Benefits

- (a) Benefits will continue to be provided for dental services provided to a patient who is totally disabled when coverage ends, if:
 - (i) The Dentist recommends the services to the patient in writing, and the services began, while coverage was in effect.
 - (ii) The services are not for routine examinations, prophylaxis, x-rays, sealants, or orthodontic services.
 - (iii) The services are provided within 90 days after the patient's coverage ended, and the coverage did not end because the patient (or, in the case of a dependent child, the child's parent) voluntarily terminated coverage.

- (b) The extension of Benefits ends at the earlier of:
 - (i) the end of the 90-day period in (a) (iii) above; or
 - (ii) the day the patient becomes covered under another contract which does not exclude benefits for the procedure because of an elimination period or limitations.
- (c) All limitations and exclusions in this Contract will continue to apply during the extension.

2.05 Conversion Privilege

A person who has been continuously covered under the Contract for at least three months, and who loses that coverage, may convert to individual coverage within 31 days after losing the coverage without providing evidence of insurability. The person must pay Premium at individual rates.

However, a person may not convert to individual coverage if the lost coverage is replaced by similar coverage within 31 days, or if the person lost coverage because he or she:

- (a) did not pay any required Premium or contribution;
- (b) committed fraud or material misrepresentation in applying for coverage;
- (c) willfully and knowingly misused the Contract identification or member certificate;
- (d) willfully and knowingly gave incorrect or incomplete information to fraudulently obtain coverage;
- (e) left the geographic service area and does not intend to live there in the future; or
- (f) acted in a way that was so disruptive, unruly, abusive, or uncooperative that continuing the coverage would prevent Delta Dental from providing proper services to that person or to any other patients. However, before Delta Dental cancels an Enrollee's coverage it will try to resolve the problem through the grievance procedures and will make sure that the person's behavior is not caused by the services provided or mental illness.

ARTICLE 3. PREMIUM AND COPAYMENTS

- 3.01 In accordance with *Schedule C*, Applicant agrees to collect Premiums by means of payroll deductions for Primary Enrollees and Dependent Enrollees voluntarily enrolled for Benefits under this Contract. Applicant shall remit one check each period as required by *Schedule C*. Should an Enrollee 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 the Enrollee shall be re-enrolled.
- 3.02 This Contract shall not be in effect until initial Premiums are received. Benefits shall not be provided unless subsequent Premiums are received in accordance with this Contract.
- 3.03 Upon 180 days' written notice, Delta Dental may change the amount of Premiums whenever the terms of this Contract are changed by amendment or Delta Dental's liability is changed by law or regulation. However, in the absence of an amendment mutually agreed upon between Applicant and Delta Dental or such a change in liability, no change in the Premiums shall become effective within a Contract Term except as provided in *Section 3.04*.
- 3.04 If during a Contract Term, any new tax is imposed on Delta Dental by any government agency on the amount of Premiums payable under this Contract or the number of persons covered, or if the rate of an existing tax on the amount of Premiums or the number of persons covered is increased, the Premiums stated in *Schedule C* may be increased by the amount of any such new tax or increased taxes upon 60 days' written notice.
- 3.05 Upon discovery of clerical errors made by Delta Dental with respect to enrollment data for an Enrollee, Premiums may be adjusted back to the Enrollee's enrollment date.
- 3.06 Upon discovery of clerical errors made by the Applicant with respect to enrollment data, the amount of credit which may be taken with respect to an Enrollee shall not exceed the Premiums for the current month in which Premiums are due, plus two months of retroactive Premiums. In addition, the total amount of credit which may be taken on any due date shall not exceed 10% of the billed amount for that due date.
- 3.07 Enrollees are required to pay any Copayments listed in *Schedule A* directly to the Dentist. 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 emergency visits after normal visiting hours are also shown on *Schedule A*.
- 3.08 In the event of cancellation of enrollment by Delta Dental, Delta Dental shall return to Applicant the pro rata portion of the Premiums paid to Delta Dental which corresponds to any unexpired period for which payment had been received, together with any amounts due on claims, if any, less any amounts owed to Delta Dental. This provision does not apply if the Enrollee engaged in fraud or deception in obtaining Benefits from Delta Dental or knowingly permitted such fraud or deception by another.

ARTICLE 4. BENEFITS, LIMITATIONS AND EXCLUSIONS

- 4.01 Delta Dental shall provide the Benefits in *Schedule A*, subject to the limitations and exclusions in *Schedule B*. Benefits are available to each Enrollee on the Eligibility Date.
- 4.02 Delta Dental shall provide Contract Dentists at convenient locations during the term of this Contract. A list of Contract Dentists shall be furnished to all Primary Enrollees. Enrollees may select any Contract Dentist whose name is on said list at the time of enrollment. Enrollees in the same family may collectively select no more than three Contract Dentist facilities. If an Enrollee fails to select a Contract Dentist or the Contract Dentist selected becomes unavailable, Delta Dental shall request the selection of another Contract Dentist or shall assign that Enrollee to another Contract Dentist. An Enrollee may make a change to any other Contract Dentist by directing a request to the Customer Service department at (800) 422-4234 prior to the 21st day of the month. The change will become effective on the first day of the following month.
- 4.03 All services which are Benefits shall be rendered at the Contract Dentist's facility selected by the Enrollee. Delta Dental relies on the professional judgment of the general Dentist to diagnose the appropriate efficient and prudent solution to the Enrollee's dental needs based on the plan Benefits. A Contract Dentist may provide services either personally, or through associated Dentists, or the other technicians or hygienists who may lawfully perform the services. Delta Dental shall have no obligation or liability with respect to services rendered by out-of-network Dentists, with the exception of Emergency Services as provided in *Section 4.04*, or Specialist Services recommended by a Contract Dentist, and preauthorized by Delta Dental. All preauthorized Specialist Services claims will be paid by Delta Dental less any applicable Copayments.
- 4.04 The Enrollee should contact the assigned Contract Dentist for Emergency Services for covered dental procedures whenever possible. If the Enrollee is unable to reach their Contract Dentist for Emergency Services, the Enrollee may call Customer Service at (800) 422-4234 for assistance in obtaining urgent care. During non-business hours or if the Enrollee requires Emergency Services and is 35 miles or more from his or her assigned Contract Dentist, the Enrollee may seek treatment from a Dentist other than their assigned Contract Dentist.
- Benefits for emergency treatment received from any Dentist, other than the assigned Contract Dentist, are limited to a maximum of \$100.00 per emergency, per Enrollee. The Enrollee is responsible for the Copayment(s) as well as any charges over the \$100.00 benefit maximum.
- Emergency dental care shall be limited to palliative treatment for the elimination of dental pain. Further treatment must be obtained from the assigned Contract Dentist.
- 4.05 Claims for covered Emergency Services or preauthorized Specialist Services must be sent to Delta Dental within 90 days of the end of treatment. Valid claims received after the 90-day period will be reviewed if the Enrollee can show that it was not reasonably possible to submit the claim within that time. Except in the absence of legal capacity of the claimant, all claims must be received within one year of the treatment date.

- 4.06 In the event Delta Dental fails to pay a Contract Dentist or Contract Specialist, the Enrollee will not be liable to that Dentist for any sums owed by Delta Dental. By statute, the DeltaCare USA provider contract contains a provision prohibiting a Contract Dentist or Contract Specialist from charging an Enrollee for any sums owed by Delta Dental.

Except for provisions in *Section 4.04*, if the Enrollee has not received Preauthorization for treatment from an out-of-network Dentist, and Delta Dental fails to pay that out-of-network Dentist, the Enrollee may be liable to that Dentist for the cost of services.

- 4.07 Upon termination of a Contract Dentist's agreement, Delta Dental shall be liable for Benefits for the completion of treatment for single procedures begun prior to the termination of the agreement. The terminating 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).

If for any reason the Contract Dentist is unable to complete treatment, Delta Dental shall make reasonable and appropriate provisions for the completion of such treatment by another Contract Dentist.

- 4.08 In the absence of an amendment mutually agreed upon between Applicant and Delta Dental, no change in Benefits shall be made during a Contract Term.

- 4.09 All Benefits shall terminate for any Enrollee as of the date that this Contract is terminated, such person ceases to be eligible under the terms of this Contract, or such person's enrollment is cancelled under this Contract. Delta Dental shall not be obligated to continue to provide Benefits to any such person in such event, except for completion of single procedures commenced while this Contract was in effect.

ARTICLE 5. COORDINATION OF BENEFITS

- 5.01 This Contract 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 Contract by specialists or out-of-network Dentists are coordinated with such other group dental insurance policy or any group dental benefits program.
- 5.02 When Benefits are coordinated with another group insurance policy or group health benefits program, the determination of which policy or program is primary shall be governed by the following rules:
- (a) The policy or program covering the Enrollee as other than a dependent shall be primary over the policy or program covering the Enrollee as a dependent.
 - (b) The policy or program covering a child as a dependent of a parent whose birthday occurs earlier in a calendar year shall be primary over the policy or program covering a child as a dependent of a parent whose birthday occurs later in a calendar year (except for a dependent child whose parents are separated or divorced as described in (c) below). If both parents have the same birthday, the plan that covered either of the parents longer is primary.
 - (c) In the case of a dependent child whose parents are legally separated or divorced:
 - (i) If the parent with custody has not remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the parent without custody.
 - (ii) If the parent with custody has remarried, the policy or program covering the child as a dependent of the parent with custody shall be primary over the policy or program covering the child as a dependent of the step-parent, and the policy or program covering the child as a dependent of the step-parent shall be primary over the policy or program covering the child as a dependent of the parent without custody.
 - (iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this program, and if the plan with responsibility for payment has actual knowledge of the existence of the court decree, notwithstanding (c) (i) and (ii), the policy or program covering the child as a dependent of the parent with such financial responsibility shall be primary over any other policy or program covering the child.
 - (d) If the primary policy or program cannot be determined by the rules described in (a), (b) or (c), the policy or program which has covered the Enrollee for a longer period of time shall be primary, with the following exception: A policy or program covering the Enrollee as a laid-off or retired employee or the dependent of a laid-off or retired employee shall not be primary under this rule d) over a policy or program covering the Enrollee as an employee or the dependent of an employee. However, if the provisions of the other policy or program do not include this exception, which results in benefits under neither being primary, then this exception will not apply.

5.03 When this plan is secondary, it may reduce its Benefits so that the total Benefits paid or provided by all plans during a claim determination period are not more than 100 percent of total Allowable Expenses. "Allowable Expense" is defined as a service or expense, including deductibles and copayments, that is covered at least in part by any of the plans covering the person.

If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

5.04 An Enrollee will provide to Delta Dental, and Delta Dental may release to or obtain from any insurance company or other organization, any information about the Enrollee 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 shall have the right to recover from a Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses, the amount of any Benefits paid by Delta Dental which exceed its obligations under these coordination of benefits provisions.

ARTICLE 6. ENROLLEE COMPLAINT PROCEDURE

Informal Grievances

6.01 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 an Enrollee has any complaint regarding eligibility, the denial of dental services or claims, the policies, procedures or operations of Delta Dental, the Administrator or the quality of dental services performed by a Contract Dentist, he or she may make an informal complaint by calling the Customer Service department, toll-free, at (800) 422-4234. A grievance is not considered formal until Delta Dental receives a written complaint.

Formal Grievances

6.02 Written complaints may be addressed to:

Quality Management Department
P.O. Box 1860
Alpharetta, GA 30023

The 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 Applicant, and 4) the Dentist's name and facility location.

6.03 For complaints involving an adverse benefit determination (e.g. a denial, modification or termination of a requested benefit or claim) the Enrollee must file a request for review (a complaint) with Delta Dental within one year 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 the Enrollee 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.

6.04 Within 10 business days of the receipt of any complaint (including adverse benefit determinations as described above), a quality management coordinator will forward to the complainant an acknowledgement of receipt of the complaint. Certain requests may require that the complainant be referred to a Dentist in their area for clinical evaluation of the dental services provided.

6.05 Delta Dental will make a determination, in writing, within 30 days of receipt of a complaint or shall provide a written explanation if additional time is required to report on the complaint. In no event will the decision on the request for review be sent more than 90 days after Delta Dental receives it.

Appeal of Decision

- 6.06 A review of the decision shall be undertaken if a written request for an appeal of the determination is made within 30 days of the date of the written determination. Delta Dental shall undertake a full and fair review upon any request. Delta Dental may require additional documents as it deems necessary in making such a review. Delta Dental shall provide a written response to the complainant within 30 days after receipt of the appeal and supporting documentation or a written explanation if additional time is required to issue the decision.
- 6.07 An Enrollee who is dissatisfied with the decision may appeal in writing to the State of Florida Office of Insurance Regulation.
The State of Florida Office of Insurance Regulation may be contacted at any time, concerning any complaint or request for assistance, by writing to 200 East Gaines St., Tallahassee, FL 32399, or by calling the Office's toll-free consumer hotline: (800) 342-2762.
- 6.08 If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

ARTICLE 7. GENERAL PROVISIONS

- 7.01 The Contract, the Contract application, and any attached schedules, appendices, endorsements and riders, constitute the entire agreement between Delta Dental and Applicant. No agent has authority to amend this Contract or waive any of its provisions. No amendment to this Contract shall be valid unless approved by an executive officer of Delta Dental and evidenced by endorsements
- 7.02 If any portion of this Contract or any amendment thereof shall be determined by any arbitrator, court or other competent authority to be illegal, void or unenforceable, such determination shall not abrogate this Contract or any portion thereof other than such portion determined to be illegal, void or unenforceable, and all other portions of this Contract shall remain in full force and effect.
- 7.03 The parties agree that all questions regarding interpretation or enforcement of this Contract shall be governed by the laws of the State of Florida, where the Contract was entered into and is to be performed. Delta Dental is subject to the requirements of Section 636 of the Florida Statutes. Any provisions required to be in the Contract by either of the above shall bind Delta Dental whether or not provided in this Contract.
- 7.04 In the absence of fraud, all statements made by the Applicant or by an Enrollee will be deemed representations and not warranties. No such statement will be used in defense to a claim under this Contract unless it is contained in a written instrument signed by the Applicant or Enrollee, and a copy of that instrument has been furnished to the Applicant or Enrollee.
- 7.05 This Contract is not in lieu of and does not affect any requirements for coverage by Worker's Compensation Insurance.
- 7.06 Unless this task has been delegated to the Applicant or a third party, Delta Dental will issue to each Primary Enrollee, a certificate summarizing the Benefits to which each Enrollee is entitled. The certificate may not be assigned, and the Benefits may only be assigned to a Dentist who is treating the Enrollee. If any amendment to this Contract shall materially affect any provisions described in such certificate, new certificates or riders showing the change shall be issued. Any direct conflict between the certificate and this Contract shall be resolved according to the terms most favorable to the Enrollee.
- 7.07 Both parties to this Contract agree to consult to the extent reasonably practical concerning all material published or distributed relating to this Contract. No such material will be published or distributed which is contrary to the terms of this Contract.
- 7.08 The Applicant and Delta Dental will permit and encourage the professional relationship between Dentist and patient to be maintained without interference.
- 7.09 Applicant shall designate in writing a representative, for purposes of receiving notices under this Contract. Applicant may change its representative at any time, on 30-days notice to Delta Dental and the Administrator. Any notice under this Contract shall be sufficient if given by either the Applicant or Delta Dental to the other addressed as stated on the Application of this Contract, and shall be effective 48 hours after deposit in the United States mail with postage fully prepaid. Any notice required from Delta Dental or the Administrator to any Enrollee may be given to the Applicant's representative who shall disseminate such notice to Enrollees by next regular communication but in no event later than 30 days after receipt thereof.

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

ARTICLE 8. TERMINATION AND RENEWAL

- 8.01 This Contract may be terminated by Delta Dental upon Applicant's failure (i) to furnish Delta Dental with the names of eligible Enrollees as required by *Article 2*, or (ii) to pay Premiums in the amount and manner required by *Article 3* and subject to the grace period noted in *Section 8.05* below, provided Applicant has been notified of such failure and, except for non-payment of Premium, at least 45 days have elapsed since such notification.
- 8.02 Delta Dental may terminate this Contract upon 60 days written notice in the event the minimum enrollment of three Primary Enrollees is not maintained in three consecutive months at any time during a Contract Term.
- 8.03 Termination at the end of a Contract Term, for any reason, shall be by at least 60 days advance written notice of termination by certified mail given by the party desiring to terminate to the other party.
- If termination is initiated by Delta Dental, it will be without prejudice to any continuous loss which commenced while this Contract was in force.
- In the event that Delta Dental shall desire to change Premiums or Benefits effective at the end of any Contract Term, advice of such changes will be given to Applicant upon at least 180 days written notice. Such notice shall renew the Contract for another Contract Term at the rates and with the coverage as stated in the notice unless Applicant provides written notification to Delta Dental by certified mail on or before the date stated in the notice that Applicant does not choose to renew.
- 8.04 Acceptance by Delta Dental of the proper Premiums after termination of this Contract and without requiring a new application, shall reinstate this Contract as though it had never terminated, unless Delta Dental shall, within 20 business days of receipt of such payment, either 1) refuse the payment so made, or 2) issue to Applicant a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from this terminated Contract in Benefits, coverage or otherwise.
- 8.05 This Contract will terminate at midnight of the last day of the period for which Applicant has paid Premium to Delta Dental, except as provided in the grace period below:
- Grace Period: This Contract has a 30-day grace period. This provision means that, if any required Premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, the Contract will stay in force.

ARTICLE 9. OPTIONAL CONTINUATION OF COVERAGE

9.01 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) requires 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”. The Enrollee may be entitled to continue coverage under this plan, *at his or her expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event.

9.02 DEFINITIONS

The meaning of key terms used in this section is shown below.

Qualified Beneficiary means:

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

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

- Event 1. the termination of employment (other than termination for gross misconduct) or the reduction in work hours, by the Primary Enrollee’s employer;
- Event 2. the Primary Enrollee’s death;
- Event 3. the Primary Enrollee’s divorce or legal separation from his or her spouse;
- Event 4. a dependent’s loss of dependent status under the plan; and
- Event 5. as to dependents only, the Primary Enrollee’s entitlement to Medicare.

9.03 PERIODS OF CONTINUED COVERAGE

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:

1. a determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or 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 of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify his or her employer within 30 days of any such determination.

If, during the 18 months continuation period resulting from Qualifying Event 1, 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).

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

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.

9.04 ELECTION OF CONTINUED COVERAGE

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

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

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

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

9.05 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.

9.06 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.

The employer shall notify Delta Dental within 30 days of the occurrence of any of the above events. Once coverage ends, it cannot be reinstated.

9.07 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.

9.08 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.

ARTICLE 10. ATTACHMENTS

The following documents are part of this Contract:

Schedule A - Description of Benefits and Copayments

Schedule B - Limitations and Exclusions of Benefits

Schedule C - Group Variables and Premiums

SCHEDULE A
DESCRIPTION OF BENEFITS AND COPAYMENTS

REFER TO APPENDED SCHEDULES

SCHEDULE B
LIMITATIONS AND EXCLUSIONS OF BENEFITS

REFER TO APPENDED SCHEDULES

SCHEDULE C

GROUP VARIABLES AND PREMIUMS

- A. Client Name: City of Hallandale Beach
- B. Group Number:
01203-0001 CITY OF HALLANDALE BEACH
01203-0002 CITY OF HALLANDALE BEACH - COBRA
- C. Effective Date: October 1, 2012
- D. Contract Term: 24 Months
- E. Eligible Present Employees: As defined by the Applicant.
Eligible New Employees: As defined by the Applicant.
- F. Premiums per Month:
Plan Type: FLM64
Florida Primary Enrollee: \$14.40
Florida Primary Enrollee Plus
One Dependent Enrollee: \$23.75
Florida Primary Enrollee Plus
Two or More Dependent Enrollees: \$35.44
- G. Remit Premium Payment to: Delta Dental
Dept. #6267
Los Angeles, California 90084-6267

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 and governing administrative policies of the program. Please refer to *Schedules B and C* for further clarification of benefits. **Enrollees should discuss all treatment options with their Contract Dentist prior to services being rendered.**

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

<u>CODE</u>	<u>DESCRIPTION</u>	<u>ENROLLEE PAYS</u>
D0100-D0999 I. DIAGNOSTIC		
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	No Cost
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report	No Cost
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	No Cost
D0180	Comprehensive periodontal evaluation - new or established patient	No Cost
D0210	Intraoral <i>radiographs</i> - complete series (including bitewings) - <i>limited to 1 series every 24 months</i>	No Cost
D0220	Intraoral - periapical first film	No Cost
D0230	Intraoral - periapical each additional film	No Cost
D0240	Intraoral - occlusal film	No Cost
D0270	Bitewing <i>radiograph</i> - single film	No Cost
D0272	Bitewings <i>radiographs</i> - two films	No Cost
D0273	Bitewings <i>radiographs</i> - three films	No Cost
D0274	Bitewings <i>radiographs</i> - four films - <i>limited to 1 series every 6 months</i>	No Cost
D0330	Panoramic film	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i>	\$5.00
D1000-D1999 II. PREVENTIVE		
D1110	Prophylaxis <i>cleaning</i> - adult - <i>1 per 6 month period</i>	No Cost
D1120	Prophylaxis <i>cleaning</i> - child - <i>1 per 6 month period</i>	No Cost
D1203	Topical application of fluoride - child - <i>to age 19; 1 per 6 month period</i>	No Cost
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients - <i>child to age 19; 1 per 6 month period</i>	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>to age 14</i>	\$12.00
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth - <i>to age 14</i>	\$12.00

D1510	Space maintainer - fixed - unilateral	\$48.00
D1515	Space maintainer - fixed - bilateral	\$48.00
D1520	Space maintainer - removable - unilateral	\$48.00
D1525	Space maintainer - removable - bilateral	\$48.00
D1550	Re-cementation of space maintainer	\$12.00
D1555	Removal of fixed space maintainer	\$12.00

D2000-D2999 III. RESTORATIVE

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

D2140	Amalgam - one surface, primary or permanent	No Cost
D2150	Amalgam - two surfaces, primary or permanent	No Cost
D2160	Amalgam - three surfaces, primary or permanent	No Cost
D2161	Amalgam - four or more surfaces, primary or permanent	No Cost
D2330	Resin-based composite - one surface, anterior	No Cost
D2331	Resin-based composite - two surfaces, anterior	No Cost
D2332	Resin-based composite - three surfaces, anterior	No Cost
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior) .	No Cost
D2390	Resin-based composite crown, anterior	\$42.00
D2391	Resin-based composite - one surface, posterior	\$30.00
D2392	Resin-based composite - two surfaces, posterior	\$40.00
D2393	Resin-based composite - three surfaces, posterior	\$55.00
D2394	Resin-based composite - four or more surfaces, posterior	\$55.00
D2510	Inlay - metallic - one surface ^{1, 2}	\$170.00
D2520	Inlay - metallic - two surfaces ^{1, 2}	\$180.00
D2530	Inlay - metallic - three or more surfaces ^{1, 2}	\$190.00
D2543	Onlay - metallic - three surfaces ^{1, 2}	\$198.00
D2544	Onlay - metallic - four or more surfaces ^{1, 2}	\$206.00
D2710	Crown - resin-based composite (indirect) ¹	\$132.00
D2712	Crown - ¾ resin-based composite (indirect) ¹	\$132.00
D2740	Crown - porcelain/ceramic substrate ^{1, 3}	\$234.00
D2750	Crown - porcelain fused to high noble metal ^{1, 2, 3}	\$234.00
D2751	Crown - porcelain fused to predominantly base metal ^{1, 3}	\$234.00
D2752	Crown - porcelain fused to noble metal ^{1, 3}	\$234.00
D2780	Crown - ¾ cast high noble metal ^{1, 2}	\$234.00
D2781	Crown - ¾ cast predominantly base metal ¹	\$234.00
D2782	Crown - ¾ cast noble metal ¹	\$234.00
D2790	Crown - full cast high noble metal ^{1, 2}	\$234.00
D2791	Crown - full cast predominantly base metal ¹	\$234.00
D2792	Crown - full cast noble metal ¹	\$234.00
D2794	Crown - titanium ^{1, 2}	\$234.00
D2910	Recement inlay, onlay or partial coverage restoration	\$12.00
D2915	Recement cast or prefabricated post and core	\$12.00
D2920	Recement crown	\$12.00
D2930	Prefabricated stainless steel crown - primary tooth	\$42.00
D2931	Prefabricated stainless steel crown - permanent tooth	\$42.00
D2940	Protective restoration	No Cost
D2950	Core buildup, including any pins	\$18.00
D2951	Pin retention - per tooth, in addition to restoration	\$18.00

D2952	Post and core in addition to crown, indirectly fabricated - <i>includes canal preparation</i> ²	\$18.00
D2953	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i> ²	\$18.00
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i>	\$18.00
D2957	Each additional prefabricated post - same tooth - <i>base metal post; includes canal preparation</i>	\$18.00
D2970	Temporary crown (fractured tooth) - <i>palliative treatment only</i>	\$12.00

D3000-D3999 IV. ENDODONTICS

D3110	Pulp cap - direct (excluding final restoration)	\$6.00
D3120	Pulp cap - indirect (excluding final restoration)	\$6.00
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$6.00
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development.	\$6.00
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration) ⁴	\$90.00
D3320	<i>Root canal</i> - endodontic therapy, bicuspid tooth (excluding final restoration) ⁴	\$144.00
D3330	<i>Root canal</i> - endodontic therapy, molar (excluding final restoration) ⁴	\$216.00
D3346	Retreatment of previous root canal therapy - anterior ⁴	\$90.00
D3347	Retreatment of previous root canal therapy - bicuspid ⁴	\$144.00
D3348	Retreatment of previous root canal therapy - molar ⁴	\$216.00
D3410	Apicoectomy/periradicular surgery - anterior ⁴	\$102.00
D3421	Apicoectomy/periradicular surgery - bicuspid (first root) ⁴	\$102.00
D3425	Apicoectomy/periradicular surgery - molar (first root) ⁴	\$102.00
D3426	Apicoectomy/periradicular surgery (each additional root) ⁴	\$60.00
D3430	Retrograde filling - per root ⁴	\$60.00
D3450	Root amputation, per root - <i>not covered in conjunction with a hemisection</i> ⁴	\$72.00

D4000-D4999 V. PERIODONTICS

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

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	\$150.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$30.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$162.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	\$162.00
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$300.00
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$300.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$54.00
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$54.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis - <i>limited to 1 treatment in any 12 consecutive months</i>	\$54.00
D4910	Periodontal maintenance - <i>limited to 1 treatment each 6 month period</i>	\$44.00

D5000-D5899 VI. PROSTHODONTICS (removable)

D5110	Complete denture - maxillary ^{5,6}	\$270.00
D5120	Complete denture - mandibular ^{5,6}	\$270.00
D5130	Immediate denture - maxillary ^{5,6}	\$360.00
D5140	Immediate denture - mandibular ^{5,6}	\$360.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth) ^{5,6}	\$330.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth) ^{5,6}	\$330.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) ^{5,6}	\$330.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) ^{5,6}	\$330.00
D5410	Adjust complete denture - maxillary ⁵	\$12.00
D5411	Adjust complete denture - mandibular ⁵	\$12.00
D5421	Adjust partial denture - maxillary ⁵	\$12.00
D5422	Adjust partial denture - mandibular ⁵	\$12.00
D5510	Repair broken complete denture base	\$24 + lab
D5520	Replace missing or broken teeth - complete denture (each tooth)	\$12 + lab
D5610	Repair resin denture base	\$24 + lab
D5620	Repair cast framework	\$24 + lab
D5630	Repair or replace broken clasp	\$24 + lab
D5640	Replace broken teeth - per tooth	\$12 + lab
D5650	Add tooth to existing partial denture	\$12 + lab
D5660	Add clasp to existing partial denture	\$12 + lab
D5710	Rebase complete maxillary denture ⁷	\$60.00
D5711	Rebase complete mandibular denture ⁷	\$60.00
D5720	Rebase maxillary partial denture ⁷	\$60.00
D5721	Rebase mandibular partial denture ⁷	\$60.00
D5730	Reline complete maxillary denture (chairside) ⁷	\$36.00
D5731	Reline complete mandibular denture (chairside) ⁷	\$36.00
D5740	Reline maxillary partial denture (chairside) ⁷	\$36.00
D5741	Reline mandibular partial denture (chairside) ⁷	\$36.00
D5750	Reline complete maxillary denture (laboratory) ⁷	\$60.00
D5751	Reline complete mandibular denture (laboratory) ⁷	\$60.00
D5760	Reline maxillary partial denture (laboratory) ⁷	\$60.00
D5761	Reline mandibular partial denture (laboratory) ⁷	\$60.00
D5820	Interim partial denture (maxillary) - <i>limited to initial placement of interim partial denture /stayplate to replace extracted anterior teeth during healing</i> ⁵	\$30.00
D5821	Interim partial denture (mandibular) - <i>limited to initial placement of interim partial denture /stayplate to replace extracted anterior teeth during healing</i> ⁵	\$30.00
D5850	Tissue conditioning, maxillary ^{5,7}	\$12.00
D5851	Tissue conditioning, mandibular ^{5,7}	\$12.00

D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered

D6000-D6199 VIII. IMPLANT SERVICES - Not Covered

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

D6210	Pontic - cast high noble metal ^{2, 8}	\$234.00
D6211	Pontic - cast predominantly base metal ⁸	\$234.00
D6212	Pontic - cast noble metal ⁸	\$234.00
D6240	Pontic - porcelain fused to high noble metal ^{2, 3, 8}	\$234.00
D6241	Pontic - porcelain fused to predominantly base metal ^{3, 8}	\$234.00
D6242	Pontic - porcelain fused to noble metal ^{3, 8}	\$234.00
D6602	Inlay - cast high noble metal, two surfaces ^{2, 8}	\$180.00
D6603	Inlay - cast high noble metal, three or more surfaces ^{2, 8}	\$190.00
D6604	Inlay - cast predominantly base metal, two surfaces ⁸	\$180.00
D6605	Inlay - cast predominantly base metal, three or more surfaces ⁸	\$190.00
D6606	Inlay - cast noble metal, two surfaces ⁸	\$180.00
D6607	Inlay - cast noble metal, three or more surfaces ⁸	\$190.00
D6611	Onlay - cast high noble metal, three or more surfaces ^{2, 8}	\$198.00
D6613	Onlay - cast predominantly base metal, three or more surfaces ⁸	\$198.00
D6615	Onlay - cast noble metal, three or more surfaces ⁸	\$198.00
D6750	Crown - porcelain fused to high noble metal ^{2, 3, 8}	\$234.00
D6751	Crown - porcelain fused to predominantly base metal ^{3, 8}	\$234.00
D6752	Crown - porcelain fused to noble metal ^{3, 8}	\$234.00
D6780	Crown - ¾ cast high noble metal ^{2, 8}	\$234.00
D6781	Crown - ¾ cast predominantly base metal ⁸	\$234.00
D6782	Crown - ¾ cast noble metal ⁸	\$234.00
D6790	Crown - full cast high noble metal ^{2, 8}	\$234.00
D6791	Crown - full cast predominantly base metal ⁸	\$234.00
D6792	Crown - full cast noble metal ⁸	\$234.00
D6930	Recement fixed partial denture	\$18.00
D6940	Stress breaker ⁸	\$30.00
D6970	Post and core in addition to fixed partial denture retainer, indirectly fabricated - includes canal preparation ²	\$18.00
D6972	Prefabricated post and core in addition to fixed partial denture retainer - base metal post; includes canal preparation	\$18.00
D6976	Each additional indirectly fabricated post - same tooth - includes canal preparation ²	\$18.00
D6977	Each additional prefabricated post - same tooth - base metal post; includes canal preparation	\$18.00

D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY

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

D7111	Extraction, coronal remnants - deciduous tooth	\$8.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$8.00
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$18.00
D7220	Removal of impacted tooth - soft tissue	\$48.00

D7230	Removal of impacted tooth - partially bony	\$72.00
D7240	Removal of impacted tooth - completely bony	\$96.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$96.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	\$36.00
D7251	Coronectomy - intentional partial tooth removal	\$96.00
D7286	Biopsy of oral tissue - soft - <i>does not include pathology laboratory procedures</i>	\$24.00
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$48.00
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$48.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$72.00
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$72.00
D7471	Removal of lateral exostosis (maxilla or mandible)	\$60.00
D7510	Incision and drainage of abscess - intraoral soft tissue	\$25.00
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	No Cost

D8000-D8999 XI. ORTHODONTICS

D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i> ⁹	\$1,800.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i> ⁹	\$1,800.00
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including covered dependent adult children from age 19 to 25</i> ⁹	\$2,000.00
D8660	Pre-orthodontic treatment visit - <i>not to be charged with any other consultation procedure(s)</i> ¹⁰	No Cost
D8680	Orthodontic retention (removal of appliances, construction and placement of retainers) ¹¹	No Cost
D8999	Unspecified orthodontic procedure, by report - <i>includes the START-UP FEE, which includes initial examination, diagnosis, consultation and initial banding</i>	\$350.00

D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES

D9110	Palliative (emergency) treatment of dental pain - minor procedure	\$12.00
D9211	Regional block anesthesia	No Cost
D9212	Trigeminal division block anesthesia	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures	No Cost
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$24.00
D9440	Office visit - after regularly scheduled hours	\$24.00
D9999	Unspecified adjunctive procedure, by report - <i>includes failed appointment without 24 hour notice - per 15 minutes of appointment time</i>	\$10.00

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

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

FOOTNOTES

- 1 *Replacement is subject to a limitation requiring the existing restoration to be 5+ years old.*
- 2 *Base or noble metal is the benefit. High noble metal (precious), if used, will be charged to the Enrollee at the additional laboratory cost of the high noble metal. This applies to crowns (including titanium crowns), bridges, indirectly fabricated posts and cores, inlays and onlays.*
- 3 *Porcelain on molars is considered optional treatment.*
- 4 *A benefit for permanent teeth only.*
- 5 *Includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement, if the Enrollee continues to be eligible and the service is provided at the Contract Dentist's facility where the denture was originally delivered.*
- 6 *Replacement is subject to a limitation requiring the existing denture to be 5+ years old.*
- 7 *Limited to 1 per denture during any 12 consecutive months.*
- 8 *Replacement is subject to a limitation requiring the existing bridge to be 5+ years old.*
- 9 *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 office visit charge at the Contract Orthodontist's "filed fee" applies.*
- 10 *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 *Includes adjustments and/or office visits up to 24 months. After 24 months, an additional office visit charge at the Contract Orthodontist's "filed fee" applies.*

SCHEDULE B

Limitations of Benefits

1. Prophylaxis is limited to one treatment each six month period (includes periodontal maintenance).
2. Full maxillary and/or mandibular dentures including immediate dentures are not to exceed one each in any five-year period from initial placement.
3. Partial dentures are not to be replaced within any five year period from initial placement, unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible.
4. Crowns and fixed partial dentures (bridges) are not to be replaced within any five year period from initial placement.
5. Denture relines are limited to one per denture during any 12 consecutive months.
6. Periodontal scaling and root planing are limited to four quadrants during any 12 consecutive month period.
7. Full mouth debridement (gross scale) is limited to one treatment in any 12 consecutive month period.
8. Bitewing x-rays are limited to not more than one series of four films in any six month period.
9. Full mouth x-rays are limited to one set every 24 consecutive months.
10. Sealant benefits 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 up to age nine and second molars up to age 14. Sealant benefits do not include the repair or replacement of a sealant on any tooth within three years of its application.

Exclusions of Benefits

1. General anesthesia and the services of a special anesthesiologist.
2. Cosmetic dental care.
3. Dental conditions arising out of and due to Enrollee's employment for which Workers' Compensation is payable. 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.
4. Dental services performed in a hospital and related hospital fees.
5. Treatment of fractures and dislocations.
6. Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures).
7. Dental expenses incurred in connection with any dental procedure started after termination of eligibility for coverage.
8. Any service that is not specifically listed as a covered expense.
9. 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.
10. 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.
11. Cysts and malignancies.
12. Dispensing of drugs not normally supplied in a dental facility.
13. Accidental injury. Accidental injury is defined as damage to the hard and soft tissue of the oral cavity resulting from forces external to the mouth. Damages to the hard and soft tissues of the oral cavity from normal masticatory (chewing) function will be covered at the normal schedule of benefits.
14. Cases in which, in the professional judgment of the attending Dentist, a satisfactory result cannot be obtained or where the prognosis is poor or guarded.
15. Dental services received from any dental facility other than the assigned dental facility, unless expressly authorized by Delta Dental or as cited under *Emergency Services*.
16. Prophylactic removal of impactions (asymptomatic, nonpathological).
17. "Specialist consultations" for noncovered benefits.
18. Implant placement or removal, appliances placed on or services associated with implants, including but not limited to prophylaxis and periodontal treatment.

19. Crown lengthening procedures.
20. Treatment required by reason of war declared or undeclared.

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:

1. Orthodontic treatment must be provided by a Contract Orthodontist.
2. Plan benefits cover 24 months of usual and customary orthodontic treatment.
3. 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 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 for dependent children to age 19 and \$2,500 for adults and dependent adult children from age 19 to 25. The amount will be pro-rated 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. Start-up fees are included in these amounts.
4. Start-up fees cover the initial examination, diagnosis, consultation and the retention phase of treatment of up to two years maximum. This includes initial construction, placement and adjustments to retainers and office visits for a maximum period of two years.
5. If treatment is not required or the Enrollee chooses not to start treatment after the diagnosis and consultation has 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 (3) recementations or replacements of a bracket/band on the same tooth or a total of five (5) rebracketings/rebandings on different teeth during the covered course of treatment is a benefit. If any additional recementations or replacements of brackets/bands are performed, the Enrollee is responsible for the cost.
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

1. Pre-, mid- and post-treatment records which include cephalometric x-rays, tracings, photographs and study models.
2. Lost, stolen or broken orthodontic appliances, functional appliances, headgear, retainers and expansion appliances.
3. Retreatment of orthodontic cases.
4. Changes in treatment necessitated by accident of any kind, and/or lack of patient cooperation.
5. Surgical procedures incidental to orthodontic treatment.
6. Myofunctional therapy.
7. Surgical procedures related to cleft palate, micrognathia or macrognathia.
8. Treatment related to temporomandibular joint disturbances and/or hormonal imbalance.
9. Supplemental appliances not routinely utilized in typical Phase II orthodontics.
10. Treatment that extends more than 24 months from the point of banding dentition will be subject to an office visit charge at the Contract Orthodontist's "filed fee."
11. Restorative work caused by orthodontic treatment.
12. Phase I orthodontics is an exclusion 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. Transfer after banding has been initiated.

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

SCHEDULE C

Governing Administrative Policies

Unlike medical care where the diagnosis dictates more specifically the method of treatment to be rendered, in dental care, the dentist and patient frequently consider various treatment plans.

The following guidelines are an integral part of the dental program and are consistent with the principles of accepted dental practice and the continued maintenance of good dental health.

In all cases in which the Enrollee selects a more expensive plan of treatment than is customarily provided, the more expensive treatment is considered optional. The Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the two plans of treatment plus any copayment for covered procedures.

Replacement of prosthetic appliances (crowns, bridges, partials and full dentures) shall be considered only if the existing appliance is no longer functional or cannot be made functional by repair or adjustment and meets the five year limitation for replacement.

1. PARTIAL DENTURES

A removable cast metal partial denture is considered an adequate restoration. If the Enrollee selects another course of treatment, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and the optional treatment, plus any copayment for the covered benefit.

If an cast metal partial denture will restore the case, the Contract Dentist will apply the difference of the cost of such procedure toward a more complicated precision appliance which the Enrollee and dentist may choose to use. The Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and the optional treatment plus any copayment for the covered benefit.

An acrylic partial denture may be considered a covered benefit in cases involving extensive periodontal disease. Enrollee shall pay the applicable copayment for an cast metal partial denture.

2. COMPLETE DENTURES

If, in the construction of a denture, the Enrollee and the Contract Dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

Full upper and/or lower dentures are not to exceed one each in any five-year period. The Enrollee is entitled to a new upper or lower denture only if the existing denture is more than five years old and cannot be made satisfactory by either reline or repair.

3. FILLINGS AND CROWNS

Crowns will be covered only if there is not enough retentive quality left in the tooth to hold a filling. For example, the buccal or lingual walls are either fractured or decayed to the extent that they will not hold a filling.

Porcelain or porcelain fused to metal crowns on all molars are considered optional treatment. If performed, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

The DeltaCare USA program provides amalgam and resin restorations for treatment of caries. If the tooth can be restored with such materials, any other restoration such as a crown or jacket is considered optional, and if provided, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

A restoration is a covered benefit only when required for restorative reasons (radiographic evidence of decay or missing tooth structure). Restorations placed for any other purposes including but not limited to cosmetics, abrasion, attrition, erosion, restoring or altering vertical dimension, congenital or developmental malformation of teeth, or the anticipation of future fractures, are not covered benefits.

Porcelain crowns, porcelain fused to metal or plastic processed to metal type crowns are not a benefit for children under 16 years of age. An allowance will be made for an acrylic crown. If performed, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

A crown placed on a specific tooth is allowable only once in a five-year period.

A pulp cap is a benefit only on a permanent tooth with an open apex.

4. FIXED BRIDGES

A fixed bridge is considered standard dental treatment when it is necessary to replace one missing permanent anterior tooth in a person 16 years old or older. Such treatment will be covered if the Enrollee's oral health and general dental condition permits.

Fixed bridges used to replace missing posterior teeth are considered optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge used under these circumstances is considered optional dental treatment. The Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

Fixed bridges are not a benefit when provided in connection with a partial denture on the same arch. If provided, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

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

Fixed bridges are not a benefit for Enrollees under the age of 16. A fixed bridge under these circumstances is considered optional dental treatment. If performed, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

5. RECONSTRUCTION

The DeltaCare USA program provides coverage for procedures necessary to eliminate oral disease and to replace missing teeth. 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) are not covered benefits. Extensive treatment plans involving 10 or more crowns or units of fixed bridgework is considered full mouth reconstruction and is not a benefit of the DeltaCare USA program. The program will allow for complete or partial denture(s).

6. SPECIALIZED TECHNIQUES

Precious metal for removable appliances, precision abutments for partials or bridges (overlays, implants, and appliances associated therewith), personalization and characterization, are all considered optional treatment. If performed, the Enrollee must pay the difference in cost between the Contract Dentist's "filed fees" for the covered benefit and optional treatment, plus any copayment for the covered benefit.

7. PREVENTIVE CONTROL PROGRAMS

Soft tissue management programs are not covered. The periodontal pocket charting, root planing/scaling/curettage, oral hygiene instruction and prophylaxis are covered benefits and, if performed as part of a soft tissue management program, will be provided for listed copayments, if any. Irrigation, infusion, special tooth brush, etc., is considered as optional treatment. If performed, the Enrollee is responsible for the cost.

8. STAYPLATES

Stayplates in conjunction with fixed or removable appliances, are only a benefit to replace extracted anterior teeth for adults during a healing period and as anterior space maintainers for children.

9. FRENECTOMY

The frenum can be excised when the tongue has limited mobility; or has a large diastema between teeth; or when the frenum interferes with a prosthetic appliance.

10. PEDODONTIA

Pedodontic referrals must be preauthorized by Delta Dental. Benefits for dependent children through age three are covered at 100% of the agreed upon fee less any applicable copayments for covered benefits and children four years and older are at 50% of agreed upon fee less any applicable copayments for covered services.

11. TREATMENT PLANNING

The objective of this Program is to see that all Enrollees are brought to a good level of oral health and that this level of oral health is maintained. To achieve this objective takes careful treatment planning. Priorities have been established on the following basis:

- a. Priority attention is given to those procedures that, if not done first, could have an immediate effect on the Enrollee's overall oral health.
- b. Priority is next given to work such as active dental decay and periodontal problems that would not have an immediate effect on the Enrollee's oral health.

c. Priority is then given to replacement of missing teeth not causing a gross lack of function. Exceptions are made to this treatment planning concept based on individual circumstances.

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