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DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 CITY AND COUNTY OF SAN FRANCISCO

10 CALIFORNIA DENTAL ASSOCIATION, a
California Corporation,

11 Plaintiff,

12 vs.

13 DELTA DENTAL OF CALIFORNIA, a
14 California Corporation, and DOES 1-10,
inclusive,

15 Defendants.
16

No.: CGC-14-538849

**AMENDED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF**

17
18 Plaintiff California Dental Association ("CDA"), on behalf of its members, hereby
19 complains against Delta Dental of California ("Delta") and alleges as follows:

20 **PARTIES**

21 1. CDA is a California non-profit corporation with its principal place of business in
22 Sacramento, California. CDA is a membership-based organization comprised of nearly 25,000
23 California dentists. Its mission includes support of the successful practices of its members in
24 service to their patients and the public, in all stages of their careers, including education, practice
25 support and advocacy on their behalf. A significant majority of CDA member dentists who are
26 currently in private practice have signed agreements with Delta to serve Delta policyholders as
27 "Premier Dentists" in the Delta "Premier Dentist" network. Those CDA members are jointly
28

FAXED

AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

1 referred to herein as the "CDA Premier Dentists". CDA has standing to bring this claim on behalf
2 of the CDA Premier Dentists because:

- 3 a. each CDA Premier Dentist has standing to bring a claim in his or her own
4 right;
- 5 b. protecting the interests of the CDA Premier Dentists is germane to CDA's
6 purpose;
- 7 c. neither the claim asserted nor the relief requested requires the participation of
8 any individual CDA Premier Dentist for adjudication; and
- 9 d. the CDA Premier Dentists are suffering immediate and threatened injury
10 because of Delta's unlawful actions.

11 2. On May 31, 2013, the Board of Trustees of CDA, consisting of officers and 43
12 trustees who represent CDA members throughout California, voted unanimously to authorize CDA
13 to bring legal action against Delta to challenge Delta's unlawful conduct in breaching its
14 agreements with the CDA Premier Dentists, in providing misleading and inadequate notices to the
15 CDA Premier Dentists of its actions, in attempting to impose unlawful and unilateral amendments
16 to its agreements and, further, in attempting to do so without the full and truthful notice required by
17 law, and in engaging in conduct that violates its contractual duty of good faith and fair dealing owed
18 to the CDA Premier Dentists.

19 3. Delta is a California corporation with a principal place of business located in San
20 Francisco, California. Delta is the largest provider of dental insurance in the State of California and
21 dominates the market for dental plans provided to companies in California. Delta provides dental
22 services through networks of dentists in California, including a network of dentists referred to as
23 Premier dentists, most of whom contract only with Delta.

24 **FACTUAL ALLEGATIONS**

25 4. This action arises out of Delta's conduct in determining fee reimbursements to the
26 CDA Premier Dentists that breach Delta's contractual duties to the CDA Premier Dentists, its
27 attempt to impose further reduced fee levels that violate its contractual duties to the CDA Premier
28 Dentists, its conduct in seeking to unilaterally change central provisions of the contract to which the

1 parties had expressly agreed, and Delta's misleading and false statements concerning the fee
2 reimbursements and concerning certain amendments it seeks to make to its agreements, including
3 the nature, purpose and effect of those amendments. The basic contract between Delta and all of the
4 CDA Premier Dentists is the "Participating Dentist Agreement and Confidential Filing Fee Form"
5 (hereinafter "Agreement"). A representative copy of the Agreement is attached hereto as Exhibit A.
6 The provisions of the Agreement, the proposed amendments to the Agreement, and Delta's conduct
7 challenged in this case are substantially the same for each CDA Premier Dentist. The terms of the
8 Agreement have been unilaterally drafted by Delta and presented to dentists without any negotiation
9 or modification. Delta has not sought any good faith negotiation with respect to any of the terms of
10 the Agreement or any of the amendments it proposes.

11 5. Delta is the largest dental insurance company in California and, CDA is informed
12 and believes, possesses a dominant market share and monopoly power in the market for dental
13 insurance in California. Delta markets its Premier Plan of dental providers as one of "[t]he nation's
14 largest dental networks -- more than four out of five practicing dentists participate." One significant
15 reason for the market success Delta currently enjoys is the network of high quality Premier dentists
16 who have agreed to provide dental services to Delta policyholders at significantly reduced rates
17 under the Agreement. For example, Delta promotes its dental plans to the public, stating on its
18 website that all participating dentists must "accept [Delta's] contracted amount as payment in full,
19 and cannot 'balance bill' patients for any amounts above accepted fees." As a result, according to
20 Delta, Delta dentists "agree to accept fees that are generally lower than average submitted fees for
21 an area."

22 6. Prior to 2010, Delta compensated dentists by paying them a set percentage of the
23 established "usual, customary and reasonable" ("UCR") fees in the geographical market in which
24 the dentist practiced. Delta promised that these UCR fees would be directly tied to Premier
25 dentists' actual filed fees for the same services in the relevant region. In return for accepting lower
26 fees for their services for many years, Delta promised to determine Premier dentists' fee schedules
27 based upon a good faith calculation using dentists' actual filed fees—*i.e.*, the UCR fees. While
28 Delta occasionally modified the percentage of filed fees that would be paid for dental services, its

1 fundamental promise to Premier dentists remained: fee schedules would be directly tied to dentists'
2 actual fees.

3 7. In 2010, Delta changed the manner in which it calculated the maximum fee under the
4 Agreement. Delta sought to replace the UCR fee calculation with a multiple-factor calculation for a
5 "maximum amount" that would be paid as the "Contracted Fee." Delta amended the Agreement so
6 that the "maximum amount" for any contracted fee would be determined "based on an actuarial
7 calculation, taking into account filed fees, health care inflation rates, market pricing by competitors,
8 and acceptability by customers." As a part of this amendment and in order to induce CDA Premier
9 Dentists to agree to this amendment, to continue serving in the Premier Network and to continue to
10 accept lower fees every year for services provided to Delta Premier policyholders, Delta specifically
11 bargained for and agreed to this significant contractual promise: "The maximum amount will not
12 be reduced unless participating dentists' filed or submitted fees decrease to such an extent that Delta
13 Dental is warranted in reducing the maximum amount allowed." Thus, in exchange for obtaining
14 the CDA Premier Dentists' agreement to the modified method of calculating fees, and as a
15 fundamental part of the express bargain for accepting that change, Delta promised participating
16 dentists that this maximum amount, once set, would not be reduced "unless participating dentists
17 filed or submitted fees decreased to such an extent that Delta Dental is warranted in reducing the
18 maximum amount allowed." This promise was central to the Agreement for CDA Premier Dentists.

19 8. As a part of the basic contractual promise by Delta as alleged above, for many years
20 CDA Premier Dentists have agreed to serve Delta policyholders and to accept for their services a
21 Contracted Fee for dental services that often was lower than their actual fee for those services. The
22 Contracted Fee also was also generally lower than the fee charged for such services by similarly
23 qualified dentists in the same community. Delta's statements to the public to persuade them to
24 become Delta policyholders claim that participating dentists must "accept [Delta's] contracted
25 amount as payment in full, and cannot 'balance bill' patients for any amounts above accepted fees."
26 Delta further touts that, as a result, Delta dentists "agree to accept fees that are generally lower than
27 average submitted fees for an area." CDA Premier Dentists have accepted these lowered fees in
28 order to provide dental services to many thousands of Californians insured by Delta, but have done

1 so in return for: (1) Delta's express promises in the Agreement regarding how the Contracted Fee
2 would be calculated and maintained; and (2) Delta's representation and agreement that this
3 maximum amount would not be reduced except in accordance with the provisions of the
4 Agreement. CDA Premier Dentists have continued to serve Delta Premier policyholders, develop
5 important dentist-patient relationships with those policyholders, invested in additional equipment,
6 offices, personnel, and the design of their practices in order to provide the highest quality dental
7 services within the fee structure imposed by the Agreement, all based on Delta's central promises as
8 alleged above. Delta has benefitted substantially from these actions, which contributed significantly
9 to Delta's profits and to Delta's dominant market position and market power.

10 9. Based on information and belief, Delta has failed to comply with its contractual
11 obligation to calculate fees "based on an actuarial calculation, taking into account filed fees, health
12 care inflation rates, market pricing by competitors, and acceptability by customers." CDA Premier
13 Dentists have submitted actual fees based on actual costs of providing services, which have been
14 increasing over time. Delta has refused to accept fees submitted by CDA Premier Dentists that, on
15 information and belief, meet the contractually agreed upon criteria in the Agreement. Further, the
16 manner in which Delta has either approved or refused to approve sometimes identical fees appears
17 arbitrary and indicates that Delta is not making the reimbursement calculation in accordance with a
18 good faith and reasonable application of the contractually required factors. Delta has refused, and
19 continues to refuse, to provide CDA Premier Dentists with any adequate or reasonable explanation
20 of its determinations and has, at times, offered explanations that appear false. Delta refuses to
21 provide CDA or CDA Premier Dentists with any reasonable explanation or meaningful justification
22 to show how the calculations are done or that they meet Delta's contractual requirements and duty
23 of good faith and fair dealing. CDA is thus informed and believes and based thereon alleges that
24 Delta is breaching rather than honoring its contractual obligations and its duty of good faith and fair
25 dealing and, on behalf of CDA Premier Dentists, further seeks an accounting and the information
26 and basis used by Delta for the maximum fee calculations made with respect to its members.

27 10. On March 1, 2013, Delta filed its proposed amendments to the Agreement with the
28 Department of Managed Healthcare ("DMHC"). These amendments sought to make two key

1 changes. First, Delta sought to eliminate from the Agreement its explicit and central contractual
2 promise that “[t]he maximum amount will not be reduced unless participating dentists’ filed or
3 submitted fees decrease to such an extent that Delta Dental is warranted in reducing the maximum
4 amount allowed.” Second, Delta sought to remove Premier dentists’ right to arbitrate any disputes
5 arising under the Agreement with respect to the foregoing amendment in order to make it more
6 difficult for Premier dentists, including the CDA Premier Dentists, to challenge the lawfulness of
7 this action.

8 11. On March 30, 2013, the DMHC sent a letter to Delta seeking certain basic
9 information about the amendments. The DMHC asked how much lower the new maximum
10 amounts would be than the current contracted fees. The DMHC also asked how Delta would
11 determine how much to lower the maximum amounts for the Premier dentist contracted rates. On
12 April 29, 2013, Delta responded to the DMHC. In response to these questions, Delta responded in a
13 manner that indicates it has not calculated the new and lower maximum fee levels in accordance
14 with the factors required by the Agreement but rather in a different manner that breaches its
15 contractual obligations and its duty of good faith and fair dealing. Delta has designated its entire
16 response to the DMHC as “highly confidential” and therefore CDA cannot allege further facts in
17 this complaint, though further facts are available. CDA alleges, however, that both Delta’s fee
18 calculations and the basis for those calculations that arise from its proposed amendments to the
19 Agreement breach its contractual duties under the agreement and its obligation of good faith and
20 fair dealing owed to the CDA Premier Dentists.

21 12. CDA is informed and believes that Delta has engaged in misleading statements to the
22 DMHC in order to hide the true nature and significance of its proposed amendments. The CDA is
23 informed and believes that Delta made such misleading statements to conceal the fact that the
24 proposed amendments would breach its contractual promises and its obligation of good faith and
25 fair dealing. In connection with Delta’s proposed amendments, Delta requested and received
26 confidential treatment of its entire filing with the DMHC. At Delta’s express request, this
27 confidentiality was extended beyond the date of the DMHC’s review, and continued until Delta
28 provided actual notice to Premier dentists, as discussed below. As a result, at that time no one,

1 including CDA, CDA Premier Dentists or any other member of the public, even knew these
2 amendments existed. The DMHC, acting on a confidential basis and relying in substantial part on
3 the misstatements and omissions of Delta, stated that it would not object to those amendments.
4 CDA is informed and believes that the DMHC does not--and did not--consider issues such as those
5 raised in this Complaint but rather views these issues as outside the scope of its review.

6 13. On or about August 1, 2013, Delta sent a letter to CDA Premier Dentists (the
7 "Notice"), which allegedly sought to provide notice of the amendments it intended. That letter
8 stated, in relevant part:

9 The definition of Contracted Fees has been revised in the Rules to
10 allow Delta Dental to set the Maximum Plan Allowance (MPA) at
11 levels that are consistent with each California regional dental market.
Please note that there are no changes to the MPA that are being
announced with this letter.

12 At the same time, Delta also announced its amendment to the arbitration provision. The letter did
13 not announce that Delta had deleted the significant contractual language that "The maximum
14 amount will not be reduced unless participating dentists' filed or submitted fees decrease to such an
15 extent that Delta Dental is warranted in reducing the maximum amount allowed." Nor did the letter
16 include any materials that would show the CDA Premier Dentists exactly what changes were being
17 made to the Agreement. Further, the Notice did not reveal Delta's true intent in proposing these
18 amendments but rather made materially false and misleading statements to the CDA Premier
19 Dentists about the nature, purpose and effect of these amendments. These changes constitute an
20 attempt by Delta to delete central provisions of the Agreement that it had explicitly bargained for
21 and agreed upon with the CDA Premier Dentists. Delta sought to conceal the true nature, purpose
22 and effect of these amendments from the CDA Premier Dentists and from their patients so that they
23 would not be aware of their actual impact upon those dentists and their patients.

24 14. CDA is informed and believes, and based thereon alleges, that Delta is attempting to
25 implement these amendments in order to impose significantly reduced fee levels on all Premier
26 dentists that breach Delta's obligations in the Agreement. Delta refuses to provide CDA or the
27 CDA Premier Dentists with any meaningful information about the basis for these calculations.
28 Rather, Delta has simply informed participating dentists that it intends to impose this fundamental

1 change in the Agreement's basic bargain, without any individual negotiation or exception. Delta's
2 purpose in seeking to amend the Agreement is an attempt to eliminate one of the essential parts of
3 its Agreement with Premier dentists. Further, on information and belief, CDA alleges that Delta's
4 purpose in attempting to implement these amendments is to further its dominant market position in
5 the dental insurance market in California and to enhance its business opportunities in other
6 segments of the market, none of which is in the interests of either Delta Premier policyholders or
7 Premier dentists, but which in fact are to the substantial detriment of Delta Premier policyholders
8 and Premier dentists, including the CDA Premier Dentists. Further, in attempting to impose these
9 amendments, Delta is breaching the expressly bargained for commitments it made to participating
10 dentists to induce them to continue as participating dentists and to accept Delta's previous
11 amendments. Its conduct also violates the reasonable expectations of the CDA Premier Dentists
12 with respect to the Agreement. Further, Delta's conduct violates its obligation to honor the specific
13 contractual commitments it has made to participating dentists and to honor its obligation of good
14 faith and fair dealing with respect to its performance of the Agreement. The Agreement prohibits
15 Delta from reducing and determining fee levels in the unilateral and arbitrary manner that Delta
16 now seeks to do.

17 15. Delta's effort to amend the Agreement so that it may subsequently reduce Contracted
18 Fees, as alleged herein, constitutes conduct that is directly inconsistent with the written terms of the
19 Agreement. These are terms that Delta itself inserted into the Agreement as alleged above. Delta's
20 effort to amend the Agreement also is directly inconsistent with the reasonable expectations of CDA
21 Premier Dentists with respect to Delta's performance of the Agreement. Delta seeks to unilaterally
22 amend the Agreement to delete central promises that it made and agreed to, and there is no current
23 justification for its attempt to delete them. Delta's conduct in attempting to unilaterally delete
24 central promises in the Agreement and in making misleading statements about the purpose and
25 effect of its conduct is not in good faith but rather attempts to retroactively change the Agreement
26 itself and to avoid the reasonable expectations of CDA Premier Dentists with respect to the
27 performance of the Agreement.

28

1 16. Moreover, CDA is informed and believes, and based thereon alleges, that Delta has
2 determined these reduced fee levels in a manner that violates its contractual promises as to how the
3 maximum fee level will be calculated. CDA is informed and believes, and based thereon alleges,
4 that the reduced fee levels that Delta intends to impose are not based upon a good faith actuarial
5 calculation that properly takes into account filed fees, general inflation rates, health care inflation
6 rates, market pricing by competitors and acceptability by customers, as expressly required by the
7 Agreement. The actual filed and submitted fees for dental services covered by the Agreement have
8 not gone down but, if anything, have stayed the same or increased. A fair and reasonable actuarial
9 calculation, as required by the Agreement, would not permit the significantly reduced fee levels that
10 Delta seeks to impose.

11 17. In addition, CDA is informed and believes, and based thereon alleges, that many of
12 the current maximum fee levels imposed by Delta are not based upon an appropriate actuarial
13 calculation that properly takes into account filed fees, general inflation rates, health care inflation
14 rates, market pricing by competitors and acceptability by customers, as expressly required by the
15 Agreement. Delta has refused to disclose to CDA or its member dentists the basis for its maximum
16 fee schedules and for any planned reduction of those maximum fee schedules but has instead sought
17 to hide the basis for its calculations from CDA Premier Dentists as well as from Delta Premier
18 policyholders. CDA seeks on behalf of its members the basis for and method of actual calculation
19 of the Delta fee schedules.

20 18. CDA is informed and believes, and based thereon alleges, that the reduced fee levels
21 that Delta has determined and intends to implement would make it substantially likely that the CDA
22 Premier Dentists would be unable to continue as Delta Premier providers. As a result, both their
23 dentist-patient relationships and the interests of their patients who are Delta Premier policyholders
24 will be directly and materially harmed. Many Delta Premier policyholders who have relationships
25 with CDA Premier Dentists will be forced to accept significantly reduced benefits under their Delta
26 policies in order to continue their treatment.

27 19. Delta's conduct, if permitted, would cause significant financial harm to the practices
28 of CDA Premier Dentists, to their relationships with patients who have Delta Premier policies, and

1 to those dental patients who are Delta Premier policyholders. CDA Premier Dentists who have
2 invested in their practices and in developing important and continuing dentist-patient agreements
3 may face both the loss of those practices and their dentist-patient relationships. In addition, dental
4 patients who have developed relationships with their dentists and have relied upon their dentists'
5 ability to provide them with treatment under Delta's Premier plan also will face similar loss of
6 important dentist-patient relationships because many participating dentists will not be able to
7 continue as part of Delta's network. Delta Premier policyholders will be forced to accept
8 significantly reduced benefits under their Delta policies in order to continue their dental treatment
9 with their dentists.

10 20. Delta's conduct as alleged above cannot be justified on the basis of consumer
11 welfare or any related reason. To the contrary, the interests of many patients of CDA Premier
12 Dentists will be adversely affected by both the amendments that Delta seeks to impose and the
13 subsequent fee reductions that Delta intends to impose. Delta already has utilized its dominance in
14 the California dental insurance market to require its participating dentists to accept lower fees for
15 their dental services. Delta is now seeking to exercise its market dominance and market power to
16 preserve its own profits and force dental service providers to accept even lower fees than are fair
17 and reasonable for providing quality professional dental services to Delta-insured customers—a
18 result that will harm both participating dentists and consumers. The inevitable net result of Delta's
19 conduct will be reduced availability of high quality dental service to Delta enrollees. Absent its
20 market dominance and market power, Delta could not impose the reduced fees that it intends, and it
21 could not unilaterally breach and attempt to re-write the fundamental promises it has made to
22 Premier dentists. CDA is informed and believes, and based thereon alleges, that Delta's conduct is
23 intended primarily to preserve and enhance its own substantial profits and ultimately to further
24 increase its dominance of the market, at the expense of its network providers and Delta Premier
25 policyholders. CDA is further informed and believes, and based thereon alleges, that Delta's
26 conduct, as alleged herein, will result in substantial financial loss and irreparable harm to CDA
27 Premier Dentists and to Delta Premier policyholders.

28

1 **FIRST CAUSE OF ACTION**

2 **(Declaratory Relief)**

3 21. CDA realleges and incorporates herein the allegations set forth in paragraphs 1-19
4 above as though fully set forth.

5 22. An actual dispute and controversy has arisen between CDA Premier Dentists and
6 Delta with respect to the Agreement concerning their respective rights, duties and obligations in
7 connection with the Agreement. CDA seeks a declaration of those rights, duties and obligations on
8 behalf of CDA Premier Dentists.

9 23. CDA further seeks on behalf of the CDA Premier Dentists a true and accurate
10 statement of and accounting for the method and procedures used by Delta for calculating the
11 maximum fee levels it imposes and seeks to impose.

12 **SECOND CAUSE OF ACTION**

13 **(Breach of Covenant of Good Faith and Fair Dealing)**

14 24. CDA realleges and incorporates herein by reference each and every allegation of
15 Paragraphs 1 through 19 above as though fully set forth herein.

16 25. CDA Premier Dentists entered into the Agreement with Delta to become
17 participating dentists in Delta's Premier network. The Agreement contains an implied covenant of
18 good faith and fair dealing under California and any other applicable law.

19 26. Pursuant to the Agreement, CDA Premier Dentists agreed to accept a reduced fee for
20 providing dental services to Delta's customers in exchange for a promise that Delta would not
21 unilaterally amend key provisions in the Agreement without explicit justification or calculation as
22 required by the Agreement, or further reduce the fees for services without explicit justification as
23 set forth in the Agreement.

24 27. CDA Premier Dentists performed all or substantially all of their significant
25 obligations under the Agreement, or were excused from such performance because of Delta's non-
26 performance.

27 28. Delta, through the wrongful conduct alleged above, violated the reasonable
28 expectations of the CDA Premier Dentists that Delta would in good faith honor the terms of the

1 Agreement and act in a manner consistent with its agreed upon promises in the Agreement. Delta's
2 conduct, including but not limited to its attempt to unilaterally modify the "Contracted Fee"
3 definition to eliminate the provision preventing Delta from reducing the maximum fee, unlawfully
4 and unfairly interferes with the participating dentists' rights to receive the full benefits of the
5 Agreement.

6 29. In addition, Delta refuses to disclose in a fair and reasonable manner the basis on
7 which it determines the maximum fee levels or to provide meaningful information to confirm that it
8 has performed these determinations as required under the Agreement. CDA seeks a full and fair
9 disclosure of the methods, analysis and data used for those determinations.

10 30. There is no adequate basis or justification for Delta's conduct as alleged above. To
11 the contrary, Delta's conduct is designed and intended to avoid its contractual obligations, to
12 impose unjustified fee reductions and to improperly prohibit CDA Premier Dentists from
13 challenging those fee reductions in a practical manner, all of which would preserve Delta's profits
14 at the expense of both participating dentists and consumers.

15 31. As a direct and proximate result of Delta's material breaches of the implied covenant
16 of good faith and fair dealing, unless Delta is enjoined from amending the Agreement as proposed,
17 CDA Premier Dentists and their patients who are Delta Premier policyholders will suffer irreparable
18 harm, such as being forced into untenable fee structures that require these dentists to either abandon
19 the relationships they have developed with Delta-insured patients, or suffer a significant disruption
20 in their practices in which they have invested and developed in reliance on Delta's promises as set
21 forth in the Agreement and as represented by Delta.

22 32. CDA and CDA Premier Dentists are entitled to a declaration and determination that
23 the amendments that Delta seeks to impose violate its duty of good faith and fair dealing and to a
24 judgment determining that those amendments are therefore null and void. CDA and CDA Premier
25 Dentists are also entitled to a full and adequate disclosure of the methods, procedures and
26 calculations used by Delta to make the maximum fee determinations.

27

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1 **THIRD CAUSE OF ACTION**

2 **(Breach of Contract)**

3 33. CDA realleges and incorporates herein by reference each and every allegation of
4 Paragraphs 1 through 19 above as though fully set forth herein.

5 34. CDA Premier Dentists have performed and continue to perform all conditions,
6 covenants, promises and obligations required to be performed by them in accordance with the terms
7 and conditions of the Agreement. In the alternative, to the extent that any of the CDA Premier
8 Dentists' obligations or promises pursuant to the Agreement have not been performed or have not
9 occurred, those obligations or promises have been excused by Delta's prior material breach or have
10 been waived.

11 35. Based on information and belief, Delta's conduct as alleged above constitutes a
12 breach of the Agreement by Delta with respect to its obligations to the CDA Premier Dentists.

13 36. As a direct and proximate result of Delta's material breaches of the Agreement,
14 unless Delta is enjoined from amending the Agreement as proposed, the CDA Premier Dentists will
15 suffer irreparable harm, including the direct and significant damage to their relationships with Delta
16 Premier policyholder patients, loss of patients, and significant disruptions in their practices, in
17 which they have invested and developed in reliance on Delta's promises as set forth in the
18 Agreement. In addition, their patients who are Delta Premier policyholders will suffer loss of
19 benefits under their Delta Premier policies.

20 37. CDA is entitled to a declaration and determination that the amendments that Delta
21 seeks to impose violate its contractual duties and the contractual rights of the CDA Premier Dentists
22 and to injunctive relief preventing Delta from violating its obligations and duties under the law.

23 **PRAYER**

24 WHEREFORE, CDA prays for relief as follows:

25 1. For a declaration of the rights, duties and obligations of Delta and the CDA Premier
26 Dentists based on the allegations set forth above.

27 2. For a declaration that Delta's conduct as alleged violates its duty of good faith and
28 fair dealing arising under the Agreement.

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3. For a declaration that Delta's conduct as alleged constitutes a breach of its contractual obligations under the Agreement.

4. For injunctive relief restraining Delta from implementing unlawful amendments and/or maximum fee limitations as alleged herein and according to proof.

5. For injunctive relief requiring Delta to disclose in a fair and reasonable manner the procedures, methods, data and calculations that it actually uses to make the maximum fee determinations for the CDA Premier Dentists' maximum fee levels in California.

6. For such other and further relief as the Court may determine is just and proper.

Dated: June 20, 2014

ARNOLD & PORTER LLP

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CALIFORNIA DENTAL ASSOCIATION

EXHIBIT A



Dentist's Last Name (Please print) First Name

State License Number

PARTICIPATING DENTIST AGREEMENT AND CONFIDENTIAL FEE FILING FORM

This fee filing form gives you the opportunity to file or revise your fees for procedures that you expect to perform. **Once your participation and initial fees are established with Delta Dental, you may submit your future proposed fees on-line by visiting our website at www.deltadentalins.com. Please be sure that your User Name and Password are current since you will need them to access this secure information. The website is also filled with other useful tools and information, such as your current fees, patient benefits and eligibility, claim status and our processing policies.** Delta Dental will use the fees and other data to calculate allowances for claims that you submit for eligible patients. **These fees will apply to all doctors at this practice location under the same Tax Identification Number and specialty (including general practice).**

This form contains codes from the American Dental Association's CDT-2011/2012 *Code on Dental Procedures and Nomenclature*. Please note that there are important differences between Delta Dental's plan benefits and processing policies and the descriptors in CDT-2011/2012. You should carefully review these differences before filing your fees to take into account what Delta Dental considers to be included in each procedure. You will find these explanations beginning on page 21 of this form.

In filing your fees:

- Please enter only whole dollar amounts, no cents.
- Please do not add procedures to the form.
- You may revise your fees at any time after 12 months have passed since Delta Dental processed your last fee filing.
- If you do not have a fee on file for a procedure, Delta Dental's allowance will be based on the fee that satisfies the majority of participating dentists.
- If you have several offices and want these fees to apply to more than one of them, please refer to page 2 for instructions. Delta Dental's claim allowances may be different, depending on each office's location and other factors.

We will notify your office(s) by mail that we have processed your fee filing. **You may view your contracted fees at any time on-line by visiting our website at www.deltadentalins.com.** If you have any questions about the fee filing process, please contact the Dentist Network Administration and Contracting department at pfc_ddc@delta.org.

**Please be sure and sign the Participating Dentist Agreement
on page 3 and return to:**

Delta Dental of California
Attn: Dentist Network Administration and Contracting
P.O. Box 537010, Sacramento, CA 95853-7010

DENTIST INFORMATION

Name _____ SSN _____ DOB _____

State License Number _____ Specialty _____

NPI Number _____ Type 1 Type 2 Subpart

(please attach a copy of your confirmation from NPPEs)

FIRST OFFICE:	SECOND OFFICE:
<ul style="list-style-type: none"> • Are you the sole owner of this dental office? <input type="checkbox"/> YES <input type="checkbox"/> NO • If you are not the sole owner, please indicate the name and license number of each dentist with an ownership interest (whether as a proprietor, partner or shareholder). Use a separate sheet if there are more than two owners. 	<ul style="list-style-type: none"> • Are you the sole owner of this dental office? <input type="checkbox"/> YES <input type="checkbox"/> NO • If you are not the sole owner, please indicate the name and license number of each dentist with an ownership interest (whether as a proprietor, partner or shareholder). Use a separate sheet if there are more than two owners.
Name of Owner _____ License Number _____	Name of Owner _____ License Number _____
Name of Owner _____ License Number _____	Name of Owner _____ License Number _____
Practice Location Name/DBA: _____	Practice Location Name/DBA: _____
Address _____	Address _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
Telephone number (____) _____	Telephone number (____) _____
Fax number (____) _____	Fax number (____) _____
Office e-mail address _____	Office e-mail address _____
IRS Tax Identification Number _____	IRS Tax Identification Number _____
Mailing Address (if different from office location):	Mailing Address (if different from office location):
Address _____	Address _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
Telephone number (____) _____	Telephone number (____) _____
Fax number (____) _____	Fax number (____) _____
Office e-mail address _____	Office e-mail address _____

Attach an additional sheet listing all additional locations that these fees apply to. If different fees apply to office locations, a separate Confidential Fee Filing Form must be filled out.

This fee filing form represents my usual fees. In submitting this fee filing form, I agree to be bound by Delta Dental's fee allowances with respect to all services performed for patients eligible under all Delta Dental group care programs. I further understand that Attending Dentist's Statements will be processed on my filed fees until such time as I have submitted revisions and have verified that Delta Dental has received and implemented my revisions. I reserve the right to make changes to my filed fees at any time but not more frequently than every twelve (12) months by resubmission of a fee filing form to Delta Dental.

<p style="text-align: center;">Date</p>	<p style="text-align: center;">Dentist's Signature</p>
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PARTICIPATING DENTIST AGREEMENT

The undersigned dentist submits this Fee Listing to Delta Dental of California ("Delta Dental"):

- This Fee Listing, when recorded by Delta Dental, will be used by Delta Dental, its affiliates, and other Delta Dental Plans only for the administration of dental care programs and will replace any previously recorded Fee Listing.
- I understand that Delta Dental may include my name and office address in lists and directories it provides eligible patients whose dental care programs base allowances on my Usual, Customary and Reasonable fees.
- This Fee Listing, including correspondence and reports related to it, are strictly confidential and will at all times be treated as such by Delta Dental and by me. However, I understand that information in this Fee Listing, including my taxpayer identification number, may be used for network comparison and analysis purposes.
- I have been provided, have read and agree to be bound by the Delta Dental Bylaws and Participating Dentist Rules accompanying this Participating Dentist Agreement and Fee Listing, with respect to all services performed on patients eligible under dental care programs administered by Delta Dental, its affiliates, and other Delta Dental Plans. In particular, I agree to accept my "Usual, Customary and Reasonable" fees, as determined by Delta Dental and defined under the Participating Dentist Rules, as full payment for services provided to such patients. I understand that I will be bound by any amendment to this Agreement, the Bylaws and the Participating Dentist Rules, and to any policies or procedures referred to in the Bylaws or Participating Dentist Rules, effective 45 days after notice of such amendment is mailed to all Participating Dentists, and that if I do not wish to be bound by such amendment I must terminate this agreement effective within the 45-day notice period. I further understand that if I fail to comply with any of the Bylaws or Participating Dentist Rules, or with any policies or procedures referred to in the Bylaws or Participating Dentist Rules, this Agreement may be terminated and I may be subject to financial recovery of any amounts paid by Delta Dental as a result of my failure. This Fee Listing states my "Usual" fees as defined in the Rules.
- I affirm that I am responsible for the delivery of dental treatment and the creation and maintenance of appropriate records of the dental office(s) for which this Participating Dentist Agreement and Fee Listing apply.
- I affirm that all dentists and personnel providing services that are submitted on Attending Dentist's Statements in my name are appropriately licensed and in good standing in California to provide dental services to eligible patients; that all equipment used in the performance of the dental services provided under this Agreement and required to be licensed or registered, is so licensed or registered; and that

the personnel required by law to be licensed or certified to operate that equipment are so licensed or certified.

- I affirm that I will not waive, reduce or rebate any portion of my fees entered on an Attending Dentist's Statement that Delta Dental determines is payable by a patient eligible under a dental care program administered by Delta Dental or another Delta Dental Plan. I understand that if for any reason I do in fact waive, reduce or rebate any amount of my fees that Delta Dental determines is payable by the patient, I will disclose that fact on the Attending Dentist's Statement or else be subject to whatever administrative and/or legal remedies are appropriate under the circumstances.
- I understand that I may terminate this Participating Dentist Agreement by giving written notice to Delta Dental at any time. Such termination shall become effective 30 days from Delta Dental's receipt of written notice, except that when Delta Dental receives my request for termination within a 45-day period following Delta Dental's notice to participating dentists of a material change to this Agreement, the Bylaws, or the Participating Dentist Rules, or to any policies or procedures referred to in the Bylaws or Participating Dentist Rules, the termination shall become effective no later than the end of the 45-day period. Delta Dental may terminate this Participating Dentist Agreement for cause by giving me written notice of the reason(s) for such termination, subject to administrative appeal. My right to appeal Delta Dental's rejection or termination of this Participating Dentist Agreement shall be solely pursuant to the administrative review and appeal procedures adopted by Delta Dental pursuant to its Bylaws (see the Membership Action Policies & Procedures and the Medical Disciplinary Hearing Procedures in the Delta Dental Dentist's Handbook). I understand that Delta Dental may not accept a new Participating Dentist Agreement and Fee Listing for a period of at least 12 months following termination of a prior Participating Dentist Agreement.
- I understand that under Article II, Section 6 of the Bylaws, this Agreement shall terminate upon (1) forfeiture, suspension, revocation, surrender or failure of renewal of my dentistry license; or (2) my death or retirement from active practice; or (3) my conviction of a felony or misdemeanor involving moral turpitude. I further understand that this Agreement may terminate upon a determination in accordance with procedures adopted by the Board of Directors under Article V, Section 6(k) of the Bylaws that I have violated any of the Rules for Conduct of Dentist Members described in Article II, Section 7 of the Bylaws, or have otherwise failed to comply with the obligations of membership.
- For a period of one year following termination of this Agreement for any reason, I agree to advise eligible patients that I am no longer a participating dentist.

I have carefully read and understand each of the foregoing provisions of this Participating Dentist Agreement and agree to be bound by them and by the Bylaws and Participating Dentist Rules.

Date

Dentist's Signature

PARTICIPATING DENTIST RULES

1. Accuracy and Completeness of Information.

A participating dentist shall be responsible for the accuracy and completeness of all information provided to Delta Dental on his or her behalf upon which Delta Dental will rely in determining benefits, performing credentialing activities, assessing quality, verifying the dentist's "Contracted Fees",* and establishing the dentist's adherence to all the obligations of membership and participation.

A participating dentist shall also be responsible for the accuracy and completeness of all information related to Attending Dentist's Statements submitted to Delta Dental on his or her behalf, in any format or in any medium, whether or not the information is signed by the dentist or the eligible patient.* Among other things, Attending Dentist's Statements submitted to Delta Dental shall accurately report all services rendered to an eligible patient* whether or not such services are covered by Delta Dental group dental care agreements, or whether or not a patient's annual maximum has been reached under such an agreement. A participating dentist will cooperate with Delta Dental by following the guidelines set forth in the Dentist's Handbook for the completion and submission of Attending Dentist's Statements. All Attending Dentist's Statements shall state the fee actually charged to Delta Dental and the patient; the actual date each service is completed (or is in progress with respect to cast or prosthodontic services or orthodontic treatment); the existence of any other coverage; the patient's actual address; and in a manner designated by Delta Dental, the location of the dental facility at which treatment has been, or will be, provided.

2. Basis of Fees. A participating dentist will accept his or her "Contracted Fees"* fees with Delta Dental as full payment for services provided to any eligible patient.* If the participating dentist does not have a Contracted Fee with Delta Dental for a particular procedure submitted on an Attending Dentist's Statement, payment will be based on a maximum amount as determined by Delta Dental applying the same factors used for Contracted Fees.

3. Amount Payable by Patient. A participating dentist shall not make any charge to an eligible patient* before or after treatment is provided other than the amount payable by the patient under the terms of the applicable dental care contract. Delta Dental shall advise the participating dentist of the amount payable by the patient at or before the time of making payment to the dentist of its obligation for covered services. The dentist shall be bound by Delta Dental's determination of the amount payable by the patient, unless he or she notifies Delta Dental in writing of such disagreement with such determination within 30 days after the receipt of notice. The dentist shall not charge the eligible patient for the amount in disagreement until the disagreement is resolved.

A participating dentist shall not charge an eligible patient, and an eligible patient shall not be liable for, any amount payable by Delta Dental under the terms of the applicable dental care contract, whether or not payment is made by Delta Dental.

Whenever Delta Dental receives notice of any charge to an eligible patient not permitted by these Rules, it shall take appropriate action, including but not limited to termination of the dentist's Participating Dentist Agreement.

4. Collection of Patient Copayment and Deductible. A participating dentist shall charge and make reasonable efforts to collect from an eligible patient* the entire amount payable by the patient under the terms of the applicable dental care contract.

5. Disallowance of Charges. Delta Dental may deny payment of an Attending Dentist's Statement which is submitted more than twelve months after the date the services were provided, or which is submitted without prior authorization, if prior authorization is required. A participating dentist shall make no charge to an eligible patient* for any amount payable by Delta Dental or which would have been payable by Delta Dental if a timely claim had been submitted to Delta Dental, whether or not payment is made by Delta Dental, unless an exception is justified

*See Definitions at conclusion of Rules

PARTICIPATING DENTIST RULES

(continued)

for a reason stated in the Dentist's Handbook. A participating dentist subject to required prior authorization who fails to obtain the required prior authorization, shall make no charge to an eligible patient for services disallowed by Delta Dental.

6. Claims Submitted for Other Dentists. A participating dentist shall not submit an Attending Dentist's Statement for services performed in a dental practice or facility in which another dentist having an interest in the dental practice or facility, such as an owner, partner, shareholder or manager, is any of the following: (a) a participating dentist who is subject to mandatory prior authorization or whose list of Contracted Fees has been modified by Delta Dental because of failure to collect patient copayments; or (b) a participating dentist who does not comply with any portion of these Rules; or (c) a non-participating dentist whose billing practices or policies would violate any portion of these Rules if he or she were a participating dentist.

7. Assignment of Payments. A participating dentist may assign amounts due from Delta Dental to a professional corporation, partnership or association in which the participating dentist practices. Assignment of amounts due from Delta Dental to any other entity, such as factoring accounts receivable, shall be grounds for terminating the Participating Dentist Agreement.

8. Set-Off of Amounts Owed. Delta Dental may recover amounts owed to Delta Dental or an eligible patient* by a participating dentist or by a professional corporation, partnership or other entity in which the participating dentist practices or has an interest, by deducting such amounts from subsequent amounts payable to the dentist by Delta Dental.

9. Standards of Care and Credentialing. A participating dentist shall schedule and provide all dental treatment for eligible patients* in accordance with the rules for conduct of dentist members set forth in the Bylaws, as well as with the regulations promulgated for the profession by supervising regulatory agencies. A participating dentist shall not refuse treatment to an eligible patient because of his or her coverage under a Delta Dental dental

program to which the Participating Dentist Agreement applies. A participating dentist shall at all times satisfy the credentialing criteria as may be required by Delta Dental, including but not limited to the maintenance of professional liability (errors and omissions) insurance, as well as commercial general liability (personal injury and property) insurance on the dentist's office premises, in at least the minimum amounts stipulated from time to time in the Dentist's Handbook. A participating dentist shall notify Delta Dental immediately of any insurance coverage cancellation or other failure to maintain any credentialing requirement. A participating dentist shall notify Delta Dental of any language assistance capability of the participating dentist or the office staff, and any changes in such capability. A participating dentist shall contact Delta Dental if an enrollee requests or evidently requires interpretation services in any language, and Delta Dental will immediately arrange for such services at no cost to the enrollee or the participating dentist.

A participating dentist shall make known to current and prospective eligible patients the hours of operation and the provisions for after-hour emergency services in all facility locations in which the participating dentist or personnel working under his/her supervision are providing services. A participating dentist shall ensure that all patients of record have access to emergency services twenty-four hours a day, seven days a week, by means including, but not limited to, a telephone number or referral service that patients who may require emergency services can use after normal business hours.

10. Quality Assessment and Utilization Review. A participating dentist is subject to procedures adopted by Delta Dental to assess the quality and appropriateness of care provided to eligible patients,* including but not limited to, furnishing to Delta Dental in a timely manner copies of treatment records, radiographs, and other requested documents; ensuring that services are provided at a level of care which meets professionally recognized standards of practice and that all services be readily available at reasonable times to each enrollee consistent with good professional practice; permitting patients to be examined by regional

*See Definitions at conclusion of Rules

PARTICIPATING DENTIST RULES

(continued)

consultant members of Delta Dental's Quality Review Committee; allowing on-site quality of care assessments to be conducted at the dental office by Delta Dental representatives; submitting treatment plans for prior authorization as required by Delta Dental; and complying with any other procedures as referenced in the Dentist's Handbook. Delta Dental shall have no obligation to pay for services which are of unsatisfactory quality or are inappropriate care.

11. Records and Availability for Inspection.

A participating dentist shall keep accurate and complete financial records, in a manner that meets generally accepted financial practices to permit determination of amounts charged to and collected from eligible patients,* and records of treatment of all eligible patients for a minimum of five years and shall maintain such records at the dental office for at least three years. The dentist shall provide such information to Delta Dental or the California Commissioner of the Department of Managed Health Care at the dentist's office premises as may be necessary for compliance by Delta Dental with provisions of the Knox-Keene Health Care Service Plan Act of 1975. Delta Dental shall have access at reasonable times upon request to inspect and make copies of the books, records and papers of a participating dentist, in the dentist's office, relating to the dentist's Contracted Fees charged to all his or her patients, to health care services provided to eligible patients, to the cost thereof to the patient, and to payments received by the dentist from such eligible patients (or from others on their behalf). A participating dentist shall provide Delta Dental timely clarification of issues raised in connection with a review of treatment and/or financial records. Such obligations are not terminated upon termination of a Participating Dentist Agreement.

12. Dispute Resolution. A participating dentist may submit inquiries, complaints and requests for reevaluation to Delta Dental as set forth in the Dentist's Handbook.

Those actions subject to the Membership Action Policies and Procedures or the Medical Disciplinary Hearing Procedures are described in the Dentist's Handbook.

Any other controversy or claim arising out of or relating to any obligation under these Participating Dentist Rules or any Delta Dental dental care program, or the breach thereof, including but not limited to the amount determined by Delta Dental to be payable by Delta Dental and/or an eligible patient* to the dentist for services rendered, or the amount determined by Delta Dental to be refunded by the dentist to Delta Dental and/or to an eligible patient,* may be filed as a provider dispute.

A provider dispute must be filed with Delta Dental not less than 365 days of Delta Dental's action or in the case of Delta Dental's inaction, 365 days after the time that Delta Dental has for contesting or denying a claim under California law and regulations. The dispute must be submitted in writing, on a Provider Dispute Form, and must contain a clear identification of the disputed item. If the dispute does not involve a claim, there must be a clear explanation of the issue, and why the action, or inaction, by Delta Dental is questioned. Delta Dental will acknowledge a provider dispute within fifteen working days of the date of receipt of the dispute and will issue a written determination within forty-five working days after the date of receipt of the dispute.

In addition to the provider dispute resolution mechanism described above, a participating dentist has the right to submit the controversy to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The initiating party shall give written notice to each other party of its demand to arbitrate on a form provided by the AAA, which notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedy sought, and shall file at any regional office of the AAA three copies of the notice and three copies of this Rule 12, together with the appropriate filing fee required by the AAA. Arbitration hearings shall be held only in Los Angeles, Sacramento, San Diego, San Francisco, or such other locale as agreed upon between Delta Dental and the participating dentist. Such obligations are not terminated upon termination of a Participating Dentist Agreement by rescission or otherwise.

PARTICIPATING DENTIST RULES

(continued)

If a participating dentist, an eligible patient and Delta Dental agree to submit a dispute involving the quality of treatment to a peer review committee of a component society of the California Dental Association (CDA), and such review is accepted for peer review, then such review shall be in lieu of any arbitration before the AAA, and the resolution shall be binding on the participating dentist and Delta Dental.

Unless otherwise specified by Delta Dental in a notice to the dentist, any demand for arbitration or request for peer review shall be submitted within six months from the date of the action which is the subject of the arbitration or peer review.

13. Notice of Rules, Procedures and Policies.

Any amendments to these Rules adopted by the Delta Dental Board of Directors, and any other rules, policies, procedures or amendments thereof that are applicable to participating dentists and adopted by the Board of Directors of Delta Dental pursuant to the Bylaws or these Rules, are binding upon Delta Dental participating dentists effective 45 days from the time Delta Dental mails notice to the participating dentist of the rule, policy, procedure or amendment. If the dentist does not wish to be bound by the rule, policy, procedure or amendment, the dentist shall so advise Delta Dental and terminate his or her Participating Dentist Agreement within the 45-day notice period. A participating dentist shall also comply with the requirements for dentist membership and rules for conduct of dentist members contained in Sections 6 and 7 of Article II of the Bylaws of Delta Dental, whether or not the dentist is a dentist member of Delta Dental.

***DEFINITIONS**

"Eligible patient" means any patient eligible for care under a dental program which is administered by Delta Dental of California or another entity that has an agreement with Delta Dental of California making these rules applicable to such program, including but not limited to programs offered by California Dental Service, Delta Dental Insurance Company, and Delta Dental Plans outside of California.

"Contracted Fee" means the fee for each Single Procedure that a participating dentist has contractually agreed with Delta Dental to accept as payment in full for treating Enrollees.

The "Contracted Fee" will be subject to a maximum amount allowed as determined by Delta Dental for the network, specialty and location in which the dentist participates. The maximum amount is based on an actuarial calculation, and taking into account filed fees, general inflation rates, health care inflation rates, market pricing by competitors, and acceptability by customers. The maximum amount will not be reduced unless participating dentists' filed or submitted fees decrease to such an extent that Delta Dental is warranted in reducing the maximum amount allowed.

When two or more dentists practicing at the same location submit Attending Dentist's Statements for another dentist's services, the fee determined to be the Contracted Fee of all dentists at that location will be the lowest Contracted Fee of any of these dentists.

D0100-D0999 — DIAGNOSTIC**Clinical oral evaluations**

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

Radiographs/diagnostic imaging — (including interpretation)

Film allowance includes oral evaluation and diagnosis.

- *D0210 \$ _____ Intraoral — complete series (including bitewings)
- D0220 \$ _____ Intraoral — periapical first film
- *D0230 \$ _____ Intraoral — periapical each additional film
- D0240 \$ _____ Intraoral — occlusal film
- D0250 \$ _____ Extraoral — first film
- D0260 \$ _____ Extraoral — each additional film
- D0270 \$ _____ Bitewing — single film
- D0272 \$ _____ Bitewings — two films
- D0273 \$ _____ Bitewings — three films
- D0274 \$ _____ Bitewings — four films
- D0277 \$ _____ Vertical bitewings — 7 to 8 films
- D0290 \$ _____ Posterior-anterior or lateral skull and facial bone survey film
- *D0310 \$ _____ Sialography
- *D0320 \$ _____ Temporomandibular joint arthrogram, including injection
- *D0321 \$ _____ Other temporomandibular joint films, by report
- *D0322 \$ _____ Tomographic survey
- *D0330 \$ _____ Panoramic film
- *D0340 \$ _____ Cephalometric film
- *D0350 \$ _____ Oral/facial photographic images
- *D0360 \$ _____ Cone beam ct — craniofacial capture

- *D0362 \$ _____ Cone beam — two-dimensional image reconstruction using existing data, includes multiple images
- *D0363 \$ _____ Cone beam — three-dimensional image reconstruction using existing data, includes multiple images

Tests and examinations

- *D0415 \$ _____ Collection of microorganisms for culture and sensitivity
- *D0421 \$ _____ Genetic test for susceptibility to oral diseases
- *D0460 \$ _____ Pulp vitality tests
- *D0470 \$ _____ Diagnostic casts

Oral pathology laboratory

- D0472 \$ _____ Accession of tissue, gross examination, preparation and transmission of written report
- D0473 \$ _____ Accession of tissue, gross and microscopic examination, preparation and transmission of written report
- D0474 \$ _____ Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report

D1000-D1999 — PREVENTIVE***Dental prophylaxis**

Treatment to include scaling of unattached tooth surfaces, and polishing

- D1110 \$ _____ Prophylaxis — adult
- D1120 \$ _____ Prophylaxis — child through age 13

***Topical fluoride treatment (office procedure)**

- D1203 \$ _____ Topical application of fluoride child through age 13
- D1204 \$ _____ Topical application of fluoride adult
- D1206 \$ _____ Topical fluoride varnish; therapeutic application for moderate to high caries risk patients

**Refer to Clarification of Procedures and Codes on pages 21-31.*

Note: Codes and nomenclature are copyright of the American Dental Association. Text in italic type has been added by Delta Dental for clarification. There are important differences between Delta Dental's plan benefits and processing policies and the descriptors in CDT-2011/2012. Please refer to the Dentist's Handbook for complete information.

Other preventive services

- **D1310** \$ _____ Nutritional counseling for control of dental disease
- **D1320** \$ _____ Tobacco counseling for the control and prevention of oral disease
- **D1351** \$ _____ Sealant — per tooth
- **D1352** \$ _____ Preventive resin restoration in a moderate to high caries risk patient — permanent tooth

Space maintenance (passive appliances)

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

D2000-D2999 — RESTORATIVE

The fee for a restoration includes services such as, but not limited to, adhesives, etching, light curing, liners, bases, direct and indirect pulp caps, local anesthesia, polishing, occlusal adjustment, caries removal and preparation of the gingival tissue.

Amalgam restorations (including polishing)

- **D2140** \$ _____ Amalgam — one surface, primary or permanent
- **D2150** \$ _____ Amalgam — two surfaces, primary or permanent
- **D2160** \$ _____ Amalgam — three surfaces, primary or permanent
- **D2161** \$ _____ Amalgam — four or more surfaces, primary or permanent

*Refer to Clarification of Procedures and Codes on pages 21-31.

†Classification of materials

The noble metal classification system has been adopted as a more precise method of reporting various alloys used in dentistry. The alloys are defined on the basis of the percentage of metal content: high noble — Gold (Au), Palladium (Pd), and/or Platinum (Pt) ≥ 60% (with at least 40% Au); Titanium and titanium alloys — Titanium (Ti) ≥ 85%; noble — Gold (Au), Palladium (Pd), and/or Platinum (Pt) ≥ 25%; and predominantly base — Gold (Au), Palladium (Pd), and/or Platinum (Pt) < 25%. Porcelain/ceramic refers to those non-metal, non-resin inorganic refractory compounds processed at high temperatures (600°C/1112°F and above) and pressed, polished or milled — including porcelains, glasses, and glass-ceramics. Resin refers to any resin-based composite, including fiber or ceramic reinforced polymer compounds.

Resin-based composite restorations — direct

- **D2330** \$ _____ Resin-based composite — one surface, anterior
- **D2331** \$ _____ Resin-based composite — two surfaces, anterior
- **D2332** \$ _____ Resin-based composite — three surfaces, anterior
- **D2335** \$ _____ Resin-based composite — four or more surfaces or involving incisal angle (anterior)
- **D2390** \$ _____ Resin-based composite crown, anterior
- **D2391** \$ _____ Resin-based composite — one surface, posterior
- **D2392** \$ _____ Resin-based composite — two surfaces, posterior
- **D2393** \$ _____ Resin-based composite — three surfaces, posterior
- **D2394** \$ _____ Resin-based composite — four or more surfaces, posterior

Fees for cast restorations should include tooth preparation, pulp capping, laboratory costs, temporary restorations, porcelain margins, cement bases, routine buildup/substructure, impressions, local anesthesia, occlusal correction, preparation of the gingival tissue and any recementation or repair within six months.

*Inlay/onlay restorations

- **D2510** \$ _____ Inlay — metallic — one surface
- **D2520** \$ _____ Inlay — metallic — two surfaces
- **D2530** \$ _____ Inlay — metallic — three or more surfaces
- **D2542** \$ _____ Onlay — metallic — two surfaces
- **D2543** \$ _____ Onlay — metallic — three surfaces
- **D2544** \$ _____ Onlay — metallic — four or more surfaces
- **D2610** \$ _____ Inlay — porcelain/ceramic — one surface
- **D2620** \$ _____ Inlay — porcelain/ceramic — two surfaces
- **D2630** \$ _____ Inlay — porcelain/ceramic — three or more surfaces
- **D2642** \$ _____ Onlay — porcelain/ceramic — one surface
- **D2643** \$ _____ Onlay — porcelain/ceramic — two surfaces

D2644	\$ _____	Onlay — porcelain/ceramic — three or more surfaces
D2650	\$ _____	Inlay — resin-based composite — one surface
D2651	\$ _____	Inlay — resin-based composite — two surfaces
D2652	\$ _____	Inlay — resin-based composite — three or more surfaces
D2662	\$ _____	Onlay — resin-based composite — two surfaces
D2663	\$ _____	Onlay — resin-based composite — three surfaces
D2664	\$ _____	Onlay — resin-based composite — four or more surfaces

***†Crowns—single restorations only**

*D2710	\$ _____	Crown — resin-based composite (indirect)
*D2712	\$ _____	Crown — 3/4 resin-based composite (indirect)
D2720	\$ _____	Crown — resin with high noble metal
D2721	\$ _____	Crown — resin with predominantly base metal
D2722	\$ _____	Crown — resin with noble metal
D2740	\$ _____	Crown — porcelain/ceramic substrate
D2750	\$ _____	Crown — porcelain fused to high noble metal
D2751	\$ _____	Crown — porcelain fused to predominantly base metal
D2752	\$ _____	Crown — porcelain fused to noble metal
D2780	\$ _____	Crown — 3/4 cast high noble metal
D2781	\$ _____	Crown — 3/4 cast predominantly base metal
D2782	\$ _____	Crown — 3/4 cast noble metal
D2783	\$ _____	Crown — 3/4 porcelain/ceramic
D2790	\$ _____	Crown — full cast high noble metal
D2791	\$ _____	Crown — full cast predominantly base metal
D2792	\$ _____	Crown — full cast noble metal
D2794	\$ _____	Crown — titanium
*D2799	\$ _____	Provisional crown

Other restorative services

D2910	\$ _____	Recement inlay, onlay, or partial coverage restoration
D2916	\$ _____	Recement cast or prefabricated post and core
D2920	\$ _____	Recement crown
*D2930	\$ _____	Prefabricated stainless steel crown — primary tooth
*D2931	\$ _____	Prefabricated stainless steel crown — permanent tooth
*D2932	\$ _____	Prefabricated resin crown
*D2933	\$ _____	Prefabricated stainless steel crown with resin window
*D2934	\$ _____	Prefabricated esthetic coated stainless steel crown — primary tooth
*D2940	\$ _____	Protective restoration
*D2950	\$ _____	Core buildup, including any pins
D2951	\$ _____	Pin retention — per tooth, in addition to restoration
*D2952	\$ _____	Post and core in addition to crown, indirectly fabricated
*D2953	\$ _____	Each additional indirectly fabricated post — same tooth
*D2954	\$ _____	Prefabricated post and core in addition to crown
*D2955	\$ _____	Post removal (not in conjunction with endodontic therapy)
D2957	\$ _____	Each additional prefabricated post — same tooth
*D2960	\$ _____	Labial veneer (resin laminate) — chairside
D2961	\$ _____	Labial veneer (resin laminate) — laboratory
D2962	\$ _____	Labial veneer (porcelain laminate) — laboratory
*D2970	\$ _____	Temporary crown (fractured tooth)
D2971	\$ _____	Additional procedures to construct new crown under existing partial denture framework
D2980	<u>By report</u> **	Crown repair, by report

*Refer to Clarification of Procedures and Codes on pages 21-31.

**When the words "By report" are shown in the fee column, please do not enter a fee. These are procedures for which you should submit a narrative report on the claim or electronic transmission. Your report will be reviewed by a dental consultant who will determine the allowance. We recommend that you submit these procedures for predetermination of costs.

D3000-D3999 — ENDODONTICS**Pulpotomy**

- *D3220 \$ _____ Therapeutic pulpotomy (excluding final restoration) — removal of pulp coronal to the dentinocemental junction and application of medicament
- D3221 \$ _____ Pulpal debridement, primary and permanent teeth
- D3222 \$ _____ Partial pulpotomy for apexogenesis — permanent tooth with incomplete root development

Endodontic therapy on primary teeth

- D3230 \$ _____ Pulpal therapy (resorbable filling) — anterior, primary tooth (excluding final restoration)
- *D3240 \$ _____ Pulpal therapy (resorbable filling) — posterior, primary tooth (excluding final restoration)

***Endodontic therapy (including treatment plan, clinical procedures, and follow-up care)**

Test films taken as part of root canal therapy are considered part of, and should be included in the fee for, the complete endodontic procedure.

- D3310 \$ _____ Endodontic therapy, anterior tooth (excluding final restoration)
- D3320 \$ _____ Endodontic therapy, bicuspid tooth (excluding final restoration)
- D3330 \$ _____ Endodontic therapy, molar tooth (excluding final restoration)
- *D3331 \$ _____ Treatment of root canal obstruction; non-surgical access
- D3333 \$ _____ Internal root repair of perforation defects

***Endodontic retreatment**

- D3346 \$ _____ Retreatment of previous root canal therapy — anterior
- D3347 \$ _____ Retreatment of previous root canal therapy — bicuspid
- D3348 \$ _____ Retreatment of previous root canal therapy — molar

Apexification/recalcification and pulpal regeneration procedures

- D3351 \$ _____ Apexification/recalcification/pulpal regeneration — initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)
- D3352 \$ _____ Apexification/recalcification/pulpal regeneration — interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)
- *D3353 \$ _____ Apexification/recalcification — final visit (includes completed root canal therapy — apical closure/calcific repair of perforations, root resorption, etc.)

Apicoectomy/periradicular services

- *D3410 \$ _____ Apicoectomy/periradicular surgery — anterior
- *D3421 \$ _____ Apicoectomy/periradicular surgery — bicuspid (first root)
- *D3425 \$ _____ Apicoectomy/periradicular surgery — molar (first root)
- D3426 \$ _____ Apicoectomy/periradicular surgery (each additional root)
- *D3430 \$ _____ Retrograde filling — per root
- D3450 \$ _____ Root amputation — per root
- D3460 \$ _____ Endodontic endosseous implant
- *D3470 \$ _____ Intentional reimplantation (including necessary splinting)

Other endodontic procedures

- *D3910 \$ _____ Surgical procedure for isolation of tooth with rubber dam
- D3920 \$ _____ Hemisection (including any root removal), not including root canal therapy

D4000-D4999 — PERIODONTICS*Surgical services (including usual post-operative care)**

- *D4210 \$ _____ Gingivectomy or gingivoplasty — four or more contiguous teeth or tooth bounded spaces per quadrant
- D4211 \$ _____ Gingivectomy or gingivoplasty — one to three contiguous teeth or tooth bounded spaces per quadrant
- *D4230 \$ _____ Anatomical crown exposure — four or more contiguous teeth per quadrant
- *D4231 \$ _____ Anatomical crown exposure — one to three teeth per quadrant

*Refer to Clarification of Procedures and Codes on pages 21-31.

- *D4240 \$ _____ Gingival flap procedure, including root planing — four or more contiguous teeth or tooth bounded spaces per quadrant
- D4241 \$ _____ Gingival flap procedure, including root planing — one to three contiguous teeth or tooth bounded spaces per quadrant
- *D4245 \$ _____ Apically positioned flap
- *D4249 \$ _____ Clinical crown lengthening — hard tissue
- *D4260 \$ _____ Osseous surgery (including flap entry and closure) — four or more contiguous teeth or tooth bounded spaces per quadrant
- D4261 \$ _____ Osseous surgery (including flap entry and closure) — one to three contiguous teeth or tooth bounded spaces per quadrant
- D4263 \$ _____ Bone replacement graft — first site in quadrant
- D4264 \$ _____ Bone replacement graft — each additional site in quadrant
- *D4265 \$ _____ Biologic materials to aid in soft and osseous tissue regeneration
- *D4266 \$ _____ Guided tissue regeneration — resorbable barrier, per site
- *D4267 \$ _____ Guided tissue regeneration — nonresorbable barrier, per site (includes membrane removal)
- *D4270 \$ _____ Pedicle soft tissue graft procedure
- *D4271 \$ _____ Free soft tissue graft procedure (including donor site surgery)
- *D4273 \$ _____ Subepithelial connective tissue graft procedures, per tooth
- *D4274 \$ _____ Distal or proximal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area)
- *D4275 \$ _____ Soft tissue allograft
- *D4276 \$ _____ Combined connective tissue and double pedicle graft, per tooth

Non-surgical periodontal services

- *D4320 \$ _____ Provisional splinting — intracoronal
- *D4321 \$ _____ Provisional splinting — extracoronal
- *D4341 \$ _____ Periodontal scaling and root planing — four or more teeth per quadrant

- D4342 \$ _____ Periodontal scaling and root planing — one to three teeth, per quadrant
- D4355 \$ _____ Full mouth debridement to enable comprehensive evaluation and diagnosis
- *D4381 \$ _____ Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report

Other periodontal services

- *D4910 \$ _____ Periodontal maintenance
- D4920 By report* _____ Unscheduled dressing change (by someone other than treating dentist)

D5000-D5899 — PROSTHODONTICS (REMOVABLE)

Dentures and partial dentures include relines. Allowances for dentures, partial dentures and relines include all adjustments for six months. Fee for specialized techniques involving precision dentures, personalization or characterizations must be paid by the patient.

Complete dentures (including routine post-delivery care)

- *D5110 \$ _____ Complete denture — maxillary
- *D5120 \$ _____ Complete denture — mandibular
- D5130 \$ _____ Immediate denture — maxillary
- D5140 \$ _____ Immediate denture — mandibular

Partial dentures (including routine post-delivery care)

- *D5211 \$ _____ Maxillary partial denture — resin base (including any conventional clasps, rests and teeth)
- *D5212 \$ _____ Mandibular partial denture — resin base (including any conventional clasps, rests and teeth)
- *D5213 \$ _____ Maxillary partial denture — cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)

**Refer to Clarification of Procedures and Codes on pages 21-31.*

***When the words "By report" are shown in the fee column, please do not enter a fee. These are procedures for which you should submit a narrative report on the claim or electronic transmission. Your report will be reviewed by a dental consultant who will determine the allowance. We recommend that you submit these procedures for predetermination of costs.*

- *D5214 \$ _____ Mandibular partial denture — cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- *D5225 \$ _____ Maxillary partial denture — flexible base (including any clasps, rests and teeth)
- *D5226 \$ _____ Mandibular partial denture — flexible base (including any clasps, rests and teeth)
- D5281 \$ _____ Removable unilateral partial denture — one piece cast metal (including clasps and teeth)

Adjustments to dentures

- D5410 \$ _____ Adjust complete denture — maxillary
- D5411 \$ _____ Adjust complete denture — mandibular
- D5421 \$ _____ Adjust partial denture — maxillary
- D5422 \$ _____ Adjust partial denture — mandibular

Repairs to complete dentures

- *D5510 \$ _____ Repair broken complete denture base
- *D5520 \$ _____ Replace missing or broken teeth — complete denture (each tooth)

Repairs to partial dentures

- *D5610 \$ _____ Repair resin denture base
- *D5620 \$ _____ Repair cast framework
- *D5630 \$ _____ Repair or replace broken clasp
- *D5640 \$ _____ Replace broken teeth — per tooth
- *D5650 \$ _____ Add tooth to existing partial denture
- *D5660 \$ _____ Add clasp to existing partial denture
- *D5670 \$ _____ Replace all teeth and acrylic on cast metal framework (maxillary)
- *D5671 \$ _____ Replace all teeth and acrylic on cast metal framework (mandibular)

***Denture rebase procedures**

- D5710 \$ _____ Rebase complete maxillary denture
- D5711 \$ _____ Rebase complete mandibular denture
- D5720 \$ _____ Rebase maxillary partial denture
- D5721 \$ _____ Rebase mandibular partial denture

***Denture reline procedures**

- D5730 \$ _____ Reline complete maxillary denture (chairside)
- D5731 \$ _____ Reline complete mandibular denture (chairside)
- D5740 \$ _____ Reline maxillary partial denture (chairside)
- D5741 \$ _____ Reline mandibular partial denture (chairside)
- D5750 \$ _____ Reline complete maxillary denture (laboratory)
- D5751 \$ _____ Reline complete mandibular denture (laboratory)
- D5760 \$ _____ Reline maxillary partial denture (laboratory)
- D5761 \$ _____ Reline mandibular partial denture (laboratory)

***Interim prosthesis**

- *D5810 \$ _____ Interim complete denture (maxillary)
- *D5811 \$ _____ Interim complete denture (mandibular)
- D5820 \$ _____ Interim partial denture (maxillary)
- D5821 \$ _____ Interim partial denture (mandibular)

Other removable prosthetic services

- D5850 \$ _____ Tissue conditioning, maxillary
- D5851 \$ _____ Tissue conditioning, mandibular
- *D5860 \$ _____ Overdenture — complete, by report
- *D5861 \$ _____ Overdenture — partial, by report
- *D5862 \$ _____ Precision attachment, by report
- *D5867 \$ _____ Replacement of replaceable part of semi-precision or precision attachment (male or female component)
- *D5875 \$ _____ Modification of removable prosthesis following implant surgery

*Refer to Clarification of Procedures and Codes on pages 21-31.

D6000-D6199 — IMPLANT SERVICES**Surgical Services**

- D6010** \$ _____ Surgical placement of implant body: endosteal implant
- D6012** \$ _____ Surgical placement of interim implant body for transitional prosthesis: endosteal implant
- D6040** \$ _____ Surgical placement — eposteal implant
- D6050** \$ _____ Surgical placement — transosteal implant

Implant/Abutment Supported Removable Dentures

- D6053** \$ _____ Implant/abutment supported removable denture for completely edentulous arch
- D6054** \$ _____ Implant/abutment supported removable denture for partially edentulous arch

Implant Supported Prosthetics**Supporting Structures**

- D6055** \$ _____ Dental implant supported connecting bar
- D6056** \$ _____ Prefabricated abutment — includes placement
- D6057** \$ _____ Custom abutment — includes placement

Single crowns, abutment supported

- D6058** \$ _____ Abutment supported porcelain/ceramic crown
- D6059** \$ _____ Abutment supported porcelain fused to metal crown (high noble metal)
- D6060** \$ _____ Abutment supported porcelain fused to metal crown (predominately base metal)
- D6061** \$ _____ Abutment supported porcelain fused to metal crown (noble metal)
- D6062** \$ _____ Abutment supported cast metal crown (high noble metal)
- D6063** \$ _____ Abutment supported cast metal crown (predominately base metal)
- D6064** \$ _____ Abutment supported cast metal crown (noble metal)
- D6094** \$ _____ Abutment supported crown — (titanium)

Single crowns, implant supported

- D6065** \$ _____ Implant supported porcelain/ceramic crown
- D6066** \$ _____ Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)
- D6067** \$ _____ Implant supported metal crown (titanium, titanium alloy, high noble metal)

Fixed partial denture, abutment supported

- D6068** \$ _____ Abutment supported retainer for porcelain/ceramic FPD
- D6069** \$ _____ Abutment supported retainer for porcelain fused to metal crown FPD (high noble metal)
- D6070** \$ _____ Abutment supported retainer for porcelain fused to metal FPD (predominately base metal)
- D6071** \$ _____ Abutment supported retainer for porcelain fused to metal FPD (noble metal)
- D6072** \$ _____ Abutment supported retainer for cast metal FPD (high noble metal)
- D6073** \$ _____ Abutment supported retainer for cast metal FPD (predominately base metal)
- D6074** \$ _____ Abutment supported retainer for cast metal FPD (noble metal)
- D6194** \$ _____ Abutment supported retainer crown for FPD — (titanium)

Fixed partial denture, implant supported

- D6075** \$ _____ Implant supported retainer for ceramic FPD
- D6076** \$ _____ Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, high noble metal)
- D6077** \$ _____ Implant supported retainer for cast metal FPD (titanium, titanium alloy, high noble metal)

**Implant/Abutment Supported Fixed Dentures
(Hybrid Prosthesis)**

- D6078 \$ _____ Implant/abutment supported fixed denture for completely edentulous arch
- D6079 \$ _____ Implant/abutment supported fixed denture for partially edentulous arch

Other implant services

- D6092 \$ _____ Recement implant/abutment supported crown
- D6093 \$ _____ Recement implant/abutment supported fixed partial denture

D6200-D6999 — PROSTHODONTICS, FIXED

(Each retainer and each pontic constitutes a unit in a fixed partial denture)

Refer to "crowns-single restorations only" for clarification of materials.

Fixed partial denture pontics

- *D6205 \$ _____ Pontic — indirect resin based composite
- D6210 \$ _____ Pontic — cast high noble metal
- D6211 \$ _____ Pontic — cast predominantly base metal
- D6212 \$ _____ Pontic — cast noble metal
- D6214 \$ _____ Pontic — titanium
- D6240 \$ _____ Pontic — porcelain fused to high noble metal
- D6241 \$ _____ Pontic — porcelain fused to predominantly base metal
- D6242 \$ _____ Pontic — porcelain fused to noble metal
- D6245 \$ _____ Pontic — porcelain/ceramic
- D6250 \$ _____ Pontic — resin with high noble metal
- D6251 \$ _____ Pontic — resin with predominantly base metal
- D6252 \$ _____ Pontic — resin with noble metal
- *D6253 \$ _____ Provisional pontic
- *D6254 \$ _____ Interim pontic

Fixed partial denture retainers—inlays/onlays

- *D6545 \$ _____ Retainer — cast metal for resin bonded fixed prosthesis
- D6548 \$ _____ Retainer — porcelain/ceramic for resin bonded fixed prosthesis
- D6600 \$ _____ Inlay — porcelain/ceramic, two surfaces

- D6601 \$ _____ Inlay — porcelain/ceramic, three or more surfaces
- D6602 \$ _____ Inlay — cast high noble metal, two surfaces
- D6603 \$ _____ Inlay — cast high noble metal, three or more surfaces
- D6604 \$ _____ Inlay — cast predominantly base metal, two surfaces
- D6605 \$ _____ Inlay — cast predominantly base metal, three or more surfaces
- D6606 \$ _____ Inlay — cast noble metal, two surfaces
- D6607 \$ _____ Inlay — cast noble metal, three or more surfaces
- D6608 \$ _____ Onlay — porcelain/ceramic, two surfaces
- D6609 \$ _____ Onlay — porcelain/ceramic, three or more surfaces
- D6610 \$ _____ Onlay — cast high noble metal, two surfaces
- D6611 \$ _____ Onlay — cast high noble metal, three or more surfaces
- D6612 \$ _____ Onlay — cast predominantly base metal, two surfaces
- D6613 \$ _____ Onlay — cast predominantly base metal, three or more surfaces
- D6614 \$ _____ Onlay — cast noble metal, two surfaces
- D6615 \$ _____ Onlay — cast noble metal, three or more surfaces
- D6624 \$ _____ Inlay — titanium
- D6634 \$ _____ Onlay — titanium

Fixed partial denture retainers—crowns

- *D6710 \$ _____ Crown — indirect resin based composite
- D6720 \$ _____ Crown — resin with high noble metal
- D6721 \$ _____ Crown — resin with predominantly base metal
- D6722 \$ _____ Crown — resin with noble metal
- D6740 \$ _____ Crown — porcelain/ceramic
- D6750 \$ _____ Crown — porcelain fused to high noble metal
- D6751 \$ _____ Crown — porcelain fused to predominantly base metal
- D6752 \$ _____ Crown — porcelain fused to noble metal
- D6780 \$ _____ Crown — 3/4 cast high noble metal
- D6781 \$ _____ Crown — 3/4 cast predominantly base metal
- D6782 \$ _____ Crown — 3/4 cast noble metal

*Refer to Clarification of Procedures and Codes on pages 21-31.

- D6783 \$ _____ Crown — 3/4 porcelain/ceramic
- D6790 \$ _____ Crown — full cast high noble metal
- D6791 \$ _____ Crown — full cast predominantly base metal
- D6792 \$ _____ Crown — full cast noble metal
- *D6793 \$ _____ Provisional retainer crown
- D6794 \$ _____ Crown — titanium
- D6795 \$ _____ Interim retainer crown

Other fixed partial denture services

- *D6920 \$ _____ Connector bar
- D6930 \$ _____ Recement fixed partial denture
- *D6940 \$ _____ Stress breaker
- *D6950 \$ _____ Precision attachment
- D6970 \$ _____ Post and core in addition to fixed partial denture retainer, indirectly fabricated
- D6972 \$ _____ Prefabricated post and core in addition to fixed partial denture retainer
- *D6973 \$ _____ Core buildup for retainer, including any pins
- *D6975 \$ _____ Coping — metal
- D6980 By report** Fixed partial denture repair, by report

D7000-D7999 — ORAL AND MAXILLOFACIAL SURGERY

All hospital costs are the responsibility of the patient. Additional fees charged by the dentist for performing procedures in the hospital are the responsibility of the patient.

Extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

- D7111 \$ _____ Extraction, coronal remnants — deciduous tooth
- D7140 \$ _____ Extraction, erupted tooth or exposed root (elevation and/or forceps removal)

Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

- D7210 \$ _____ Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated

- D7220 \$ _____ Removal of impacted tooth — soft tissue
- D7230 \$ _____ Removal of impacted tooth — partially bony
- D7240 \$ _____ Removal of impacted tooth — completely bony
- *D7241 \$ _____ Removal of impacted tooth — completely bony, with unusual surgical complications
- D7250 \$ _____ Surgical removal of residual tooth roots (cutting procedure)
- D7251 \$ _____ Coronectomy — intentional partial tooth removal

Other surgical procedures

- D7260 \$ _____ Oroantral fistula closure
- D7261 \$ _____ Primary closure of a sinus perforation
- D7270 \$ _____ Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
- D7272 \$ _____ Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)
- D7280 \$ _____ Surgical access of an unerupted tooth
- *D7282 \$ _____ Mobilization of erupted or malpositioned tooth to aid eruption
- *D7283 \$ _____ Placement of devise to facilitate eruption of impacted tooth
- D7285 \$ _____ Biopsy of oral tissue — hard (bone, tooth)
- D7286 \$ _____ Biopsy of oral tissue — soft
- *D7288 \$ _____ Brush biopsy — transepithelial sample collection
- *D7290 \$ _____ Surgical repositioning of teeth
- *D7291 \$ _____ Transseptal fiberotomy/supra crestal fiberotomy, by report
- *D7292 \$ _____ Surgical placement: temporary anchorage device (screw retained plate) requiring surgical flap
- *D7294 \$ _____ Surgical placement: temporary anchorage device without surgical flap

**Refer to Clarification of Procedures and Codes on pages 21-31.*

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Alveoplasty — surgical preparation of ridge

- *D7310 \$ _____ Alveoplasty in conjunction with extractions — four or more teeth or tooth spaces, per quadrant
- D7311 \$ _____ Alveoplasty in conjunction with extractions — one to three teeth or tooth spaces, per quadrant
- D7320 \$ _____ Alveoplasty not in conjunction with extractions — four or more teeth or tooth spaces, per quadrant
- D7321 \$ _____ Alveoplasty not in conjunction with extractions — one to three teeth or tooth spaces, per quadrant

Vestibuloplasty

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

Surgical excision of soft tissue lesions

- D7410 \$ _____ Excision of benign lesion up to 1.25 cm
- D7411 \$ _____ Excision of benign lesion greater than 1.25 cm
- D7412 By report** Excision of benign lesion, complicated
- D7413 By report** Excision of malignant lesion up to 1.25 cm
- D7414 By report** Excision of malignant lesion greater than 1.25 cm
- D7415 By report** Excision of malignant lesion, complicated
- D7465 By report** Destruction of lesion(s) by physical or chemical method, by report

Surgical excision of intra-osseous lesions

- D7440 By report** Excision of malignant tumor — lesion diameter up to 1.25 cm
- D7441 By report** Excision of malignant tumor — lesion diameter greater than 1.25 cm

- D7450 \$ _____ Removal of benign odontogenic cyst or tumor — lesion diameter up to 1.25 cm
- D7451 \$ _____ Removal of benign odontogenic cyst or tumor — lesion diameter greater than 1.25 cm
- D7460 \$ _____ Removal of benign nonodontogenic cyst or tumor — lesion diameter up to 1.25 cm
- D7461 \$ _____ Removal of benign nonodontogenic cyst or tumor — lesion diameter greater than 1.25 cm

Excision of bone tissue

- D7471 \$ _____ Removal of lateral exostosis (maxilla or mandible)
- D7472 \$ _____ Removal of torus palatinus
- D7473 \$ _____ Removal of torus mandibularis
- D7485 \$ _____ Surgical reduction of osseous tuberosity
- D7490 By report** Radical resection of maxilla or mandible

Surgical incision

- D7510 \$ _____ Incision and drainage of abscess — intraoral soft tissue
- *D7511 \$ _____ Incision and drainage of abscess — intraoral soft tissue — complicated (includes drainage of multiple fascial spaces)
- D7520 \$ _____ Incision and drainage of abscess — extraoral soft tissue
- D7530 \$ _____ Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue
- D7540 \$ _____ Removal of reaction-producing foreign bodies, musculoskeletal system
- D7550 \$ _____ Partial ostectomy/ sequestrectomy for removal of non-vital bone
- D7560 \$ _____ Maxillary sinusotomy for removal of tooth fragment or foreign body

Treatment of fractures—simple

- D7610 \$ _____ Maxilla — open reduction (teeth immobilized, if present)

*Refer to Clarification of Procedures and Codes on pages 21-31.

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- D7620 \$ _____ Maxilla — closed reduction (teeth immobilized, if present)
- D7630 \$ _____ Mandible — open reduction (teeth immobilized, if present)
- D7640 \$ _____ Mandible — closed reduction (teeth immobilized, if present)
- D7650 By report** Malar and/or zygomatic arch — open reduction
- D7660 By report** Malar and/or zygomatic arch — closed reduction
- *D7670 \$ _____ Alveolus — closed reduction, may include stabilization of teeth
- D7671 By report** Alveolus — open reduction, may include stabilization of teeth
- D7680 By report** Facial bones — complicated reduction with fixation and multiple surgical approaches

Treatment of fractures—compound

- D7710 \$ _____ Maxilla — open reduction
- D7720 \$ _____ Maxilla — closed reduction
- D7730 \$ _____ Mandible — open reduction
- D7740 \$ _____ Mandible — closed reduction
- D7750 By report** Malar and/or zygomatic arch — open reduction
- D7760 By report** Malar and/or zygomatic arch — closed reduction
- D7770 By report** Alveolus — open reduction stabilization of teeth
- D7771 By report** Alveolus — closed reduction stabilization of teeth
- D7780 By report** Facial bones — complicated reduction with fixation and multiple surgical approaches

Reduction of dislocation and management of other temporomandibular joint dysfunctions

- D7810 By report** Open reduction of dislocation
- *D7820 \$ _____ Closed reduction of dislocation
- D7830 \$ _____ Manipulation under anesthesia
- D7880 \$ _____ Occlusal orthotic device, by report

Repair of traumatic wounds

- D7910 By report** Suture of recent small wounds up to 5 c

Other repair procedures

- *D7950 \$ _____ Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla) — autogenous or nonautogenous, by report

- *D7953 \$ _____ Bone replacement graft for ridge preservation) — per site
- D7960 \$ _____ Frenulectomy — also known as frenectomy or frenotomy — separate procedure not incidental to another procedure
- *D7963 \$ _____ Frenuloplasty
- D7970 \$ _____ Excision of hyperplastic tissue — per arch
- D7971 \$ _____ Excision of pericoronal gingiva
- *D7972 \$ _____ Surgical reduction of fibrous tuberosity
- D7980 \$ _____ Sialolithotomy
- D7982 \$ _____ Sialodochoplasty
- D7983 \$ _____ Closure of salivary fistula

D8000-D8999 — ORTHODONTICS

Allowances include all appliances, adjustments, insertion, removal and post treatment stabilization (retention).

Limited orthodontic treatment

- D8010 \$ _____ Limited orthodontic treatment of the primary dentition
- D8020 \$ _____ Limited orthodontic treatment of the transitional dentition
- D8030 \$ _____ Limited orthodontic treatment of the adolescent dentition
- D8040 \$ _____ Limited orthodontic treatment of the adult dentition

Interceptive orthodontic treatment

- D8050 \$ _____ Interceptive orthodontic treatment of the primary dentition
- D8060 \$ _____ Interceptive orthodontic treatment of the transitional dentition

Comprehensive orthodontic treatment

- D8070 \$ _____ Comprehensive orthodontic treatment of the transitional dentition
- D8080 \$ _____ Comprehensive orthodontic treatment of the adolescent dentition
- D8090 \$ _____ Comprehensive orthodontic treatment of the adult dentition

*Refer to Clarification of Procedures and Codes on pages 21-31.

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Minor treatment to control harmful habits

- D8210 \$ _____ Removable appliance therapy
- D8220 \$ _____ Fixed appliance therapy

Other orthodontic services

- D8660 \$ _____ Pre-orthodontic treatment visit
- *D8680 \$ _____ Orthodontic retention (removal of appliances, construction and placement or retainer(s))
- *D8690 \$ _____ Orthodontic treatment (alternative billing to a contract fee)
- *D8691 \$ _____ Orthodontic treatment (alternative billing to a contract fee)
- *D8692 \$ _____ Replacement of lost or broken retainer
- *D8693 \$ _____ Rebonding or recementing; and/or repair, as required, of fixed retainers

D9000-D9999 — ADJUNCTIVE GENERAL SERVICES

Unclassified treatment

- *D9110 \$ _____ Palliative (emergency) treatment of dental pain — minor procedure
- *D9120 \$ _____ Fixed partial denture sectioning

Anesthesia

Allowance for general anesthesia is for office administration. Additional charges for anesthetics, anesthesiologists or anesthesiologists are the responsibility of the patient.

- *D9210 \$ _____ Local anesthesia not in conjunction with operative or surgical procedures
- *D9211 \$ _____ Regional block anesthesia
- *D9212 \$ _____ Trigeminal division block anesthesia
- *D9220 \$ _____ Deep sedation/general anesthesia — first 30 minutes

- *D9221 \$ _____ Deep sedation/general anesthesia — each additional 15 minutes
- *D9230 \$ _____ Inhalation of nitrous oxide/ anxiolysis, analgesia
- *D9241 \$ _____ Intravenous conscious sedation/ analgesia — first 30 minutes
- *D9242 \$ _____ Intravenous conscious sedation/ analgesia — each additional 15 minutes

Professional consultation

- *D9310 \$ _____ Consultation — diagnostic service provided by dentist or physician other than requesting dentist or physician (*specialist only*)

Professional visits

- *D9410 \$ _____ House/extended care facility call
- *D9420 \$ _____ Hospital or ambulatory surgical center call
- *D9430 \$ _____ Office visit for observation (during regularly scheduled hours) — no other services performed
- D9440 \$ _____ Office visit — after regularly scheduled hours

Drugs

- D9610 \$ _____ Therapeutic parenteral drug, single administration
- D9612 \$ _____ Therapeutic parenteral drugs, two or more administrations, different medications

Miscellaneous services

- *D9910 \$ _____ Application of desensitizing medicament
- *D9911 \$ _____ Application of desensitizing resin for cervical and/or root surface, per tooth
- *D9920 \$ _____ Behavior management, by report
- *D9930 \$ _____ Treatment of complications (post-surgical) — unusual circumstances, by report
- D9940 \$ _____ Occlusal guard, by report
- *D9941 \$ _____ Fabrication of athletic mouthguard

**Refer to Clarification of Procedures and Codes on pages 21-31.*

- *D9942 \$ _____ Repair and/or reline of occlusal guard
- *D9950 \$ _____ Occlusion analysis — mounted case
- *D9951 \$ _____ Occlusal adjustment — limited
- D9952 \$ _____ Occlusal adjustment — complete
- *D9970 \$ _____ Enamel microabrasion
- *D9971 \$ _____ Odontoplasty 1-2 teeth; includes removal of enamel projections
- *D9972 \$ _____ External bleaching — per arch
- D9973 \$ _____ External bleaching — per tooth
- D9974 \$ _____ Internal bleaching — per tooth

**Refer to Clarification of Procedures and Codes on pages 21-31.*

GUIDE TO CONFIDENTIAL FEE LISTING

These guidelines and clarifications will help you complete the Confidential Fee Filing form. These guidelines are available on the Dentist Section of Delta Dental's website: www.deltadentalins.com.

CLARIFICATION OF PROCEDURES AND CODES

DIAGNOSTIC

Clinical oral evaluations

- D0150** Delta Dental considers procedures D0150 and D0180 to apply to the dentist's/dental office's first encounter with a new patient. Subsequent submissions will be considered equivalent to procedure D0120.

Radiographs/diagnostic imaging (including interpretation)

- D0210** Delta Dental considers an intraoral complete series to consist of sufficient diagnostic films, including bitewings as necessary, to view the dental arches and immediate supporting structures.
- D0230** Your fee should be for each additional periapical film. When the fees for multiple single films, including bitewings, equal or exceed the accepted fee for a complete series (D0210), the films are considered to be equivalent to a complete series.
- D0310** Sialography is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D0320** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D0321** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D0322** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D0330** A panoramic film when taken in conjunction with bitewing or periapical films will be processed as the equivalent of a complete intraoral series with the same benefits and limitations that apply to a complete intraoral series.
- D0340** Cephalometric films are payable only in conjunction with orthodontic benefits.

- D0350** Delta Dental programs provide benefits for oral/facial photographic images once per case in conjunction with covered orthodontic services. When oral/facial images are provided for non-orthodontic reasons or for a patient without orthodontic benefits, the cost is the patient's responsibility. Fees for additional oral/facial images by the same dentist/dental office may not be charged to the patient or Delta Dental.

- D0360** Delta Dental considers this service to be a specialized procedure and is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.

- D0362** These services are considered specialized procedures and are not benefits of most Delta Dental programs. The fee is the patient's responsibility.

- D0363** These services are considered specialized procedures and are not benefits of most Delta Dental programs. The fee is the patient's responsibility.

Tests and examinations

- D0415** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D0421** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D0460** Delta Dental considers pulp vitality tests to be part of, and included in the fees for, oral evaluations and/or other definitive services on the same day. Pulp tests are payable per visit only for the purpose of diagnosing an emergency condition and in conjunction with D0140 (limited problem focused exam) or D9110 (palliative treatment).

D0470 Please do not include the costs of specialized techniques or mounting the models on an articulator. These additional charges are not covered by Delta Dental's programs and should be reported separately from code D0470 when submitting a claim.

Under Delta Dental's processing policies, diagnostic casts are chargeable only once per case in conjunction with orthodontic services. Additional casts taken during or after orthodontic treatment are included in the fee for orthodontics.

PREVENTIVE

Dental Prophylaxis

D1110 Delta Dental defines prophylaxis as scaling and polishing to include complete removal of calculus, soft deposits, plaque, stains and the smoothing of unattached tooth surfaces.

Topical fluoride treatment (office procedure)

D1203 These procedures are covered for caries prevention only. Applications of fluoride or other medicaments for desensitization, microbial control, or other reasons are not benefits of any Delta Dental program. Fluoride rinses and other materials or appliances to be used by the patient for home care are not covered, and should be listed on Attending Dentist's Statements under code D9999.

Other preventive services

D1310 This procedure is not a benefit of most Delta Dental programs.

D1320 This procedure is not a benefit of most Delta Dental programs.

D1351 Your fee includes any repair or replacement for two years.

Space maintenance (passive appliances)

D1510 through D1525 Fees for fixed space maintainers include any crown or band. Fees for removable space maintainers include all clasps. A bilateral space maintainer is an allowable benefit provided the spaces needed to be maintained are bilateral in the same arch.

RESTORATIVE

Your fees for all direct restorations include replacement of the restorations within 24 months.

Amalgam restorations (including polishing)

D2140 Your fee should be for restoration of one surface, including Class V, cervical restorations.

Resin-based composite restorations-direct

D2335 Your fee for D2335 should be for a Class IV anterior resin restoration that replaces one or both incisal angles and includes a proximal wall.

D2391 Your fee should be for restoration of one surface, including Class V, cervical restorations.

Inlays/Onlays/Crowns — single restorations only

Your fees for inlays, onlays and crowns should include tooth preparation, pulp capping, laboratory costs, temporary restorations, porcelain margins, cement bases, routine buildup/substructure, impressions, local anesthesia, occlusal correction, preparation of the gingival tissue, and any recementation or repair within six months.

D2710 These procedures are for an indirect plastic crown. Please note that it is different from codes D2390 and D2932, which are the appropriate codes for preformed crowns of a permanent nature routinely used on children for a fractured anterior tooth until a permanent restoration may be placed.

D2799 1. Delta Dental considers the cost of a temporary crown to be part of, and included in the fees for, the permanent crown or cast restoration. 2. Long term cases requiring provisional restorations that will be in place six months or longer may be referred to a consultant for individual consideration.

Other restorative services

D2930 through D2934 Your fee for these procedures should include any replacement within 24 months.

D2940 This procedure is not a benefit of most Delta Dental programs.

- D2950** Under Delta Dental's processing policies, a routine buildup under a crown is included in your fee for a crown. In that exceptional instance where extensive crown buildup is needed for retention and can be demonstrated by radiographic support, such buildup can be reported as procedure D2950 and must be accompanied by a narrative and radiograph. A base material to remove undercuts or fill voids in the crown preparation is not considered a buildup.
- D2952** In filing your fee for D2952, please note that according to Delta Dental's processing policies, it includes the cast post and any core (buildup/substructure) and all cast posts placed in the same tooth. Under Delta Dental's processing policies this code is for use where an individually fitted and specially cast post is necessary on an endodontically treated tooth (including a core and/or coping) for placement into the canal when remaining tooth structure is insufficient for crown placement.
- D2953** Delta Dental considers the fee for this procedure to be included in the fee for procedure D2952. A separate fee is not chargeable to the patient.
- D2954** Your fee should include the prefabricated post and any core (buildup/substructure). This code is for commercial products such as screw posts, endo posts, Kurer anchors or crown savers, or any preformed post of any material or shape for placement into the canal for support.
- D2955** 1. This procedure is for the removal of posts (for example, fractured posts). 2. Delta Dental considers endodontic retreatment to include post removal. A separate fee may not be charged to the patient or Delta Dental when this procedure is done in conjunction with D3346, D3347 or D3348.
- D2960** Your fee should include any replacement within 24 months.
- D2970** This procedure is to place a preformed artificial crown over a damaged tooth to provide immediate protection. This procedure is not intended to be used as temporization during crown fabrication. Delta Dental considers temporary crowns to be part of, and included in, the fees for a permanent crown.

ENDODONTICS

Pulpotomy

- D3220** Therapeutic pulpotomy is limited to primary teeth.

Endodontic therapy (including treatment plan, clinical procedures and follow-up care)

Please note that when root canal therapy is performed without the use of a biological acceptable, nonresorbable, semi-solid or solid core material, the root canal and subsequent restoration are not payable by Delta Dental or Delta Dental enrollees.

Endodontic retreatment

Delta Dental considers endodontic retreatment procedures to include the removal of posts, silver point and old root canal filling material, and any procedures necessary to prepare the canals and place the canal filling, as well as the root canal therapy.

Apexification/recalcification and pulpal regeneration procedures

- D3331** According to Delta Dental processing policies, this procedure is considered a component of root canal therapy. A separate fee for the procedure by the same dentist/dental office may not be charged to Delta Dental or the patient.

- D3353** Please note that this procedure should include your fee for the completed root canal therapy.

Apicoectomy/periradicular services

- D3410** Delta Dental defines apicoectomy/
D3421 periradicular surgery as the excision of the
D3425 apical portion of the root of a previously endodontically treated tooth to remove diseased periapical tissue.

- D3470** This service is not a benefit of most Delta Dental programs.

Other endodontic procedures

- D3910** Delta Dental considers this procedure to be part of, and included in the fees for, the related services provided on the same date.

PERIODONTICS

Please refer to the Dentist's Handbook for complete details on reporting periodontal services.

Site — Several periodontal procedures are reported by site. If two contiguous teeth have areas of soft tissue recession, each area of recession is a single site. If two contiguous teeth have adjacent but separate osseous defects, each defect is a single site. If two contiguous teeth have a communicating interproximal osseous defect, it should be considered a single site. All non-communicating osseous defects are single sites. All edentulous non-contiguous tooth positions are single sites. Depending on the dimensions of the defect, up to two contiguous edentulous tooth positions may be considered a single site.

Surgical services (including usual post-operative care)

When different periodontal surgical procedures are provided in any 36-month period in the same quadrant, the total benefit will be based upon the full quadrant fee for the "most inclusive procedure."

D4210 Your fee should include all necessary postoperative care, finishing procedures and evaluation for three months, and, generally, any surgical re-entry for three years, unless special circumstances are documented. Delta Dental considers a full quadrant to have a minimum of four diseased teeth within the quadrant. Under Delta Dental's processing policies, D4210 is considered to include any frenectomy and/or distal wedge performed in the same area on the same date.

D4230 This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.

D4231 This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.

D4240 Your fee should include the root planing, local anesthesia, sutures, all necessary postoperative care, finishing procedures and evaluation for three months, and, generally, any surgical re-entry for three years, unless special circumstances are documented. Under Delta Dental's processing policies, this procedure is considered to include any frenectomy and/or distal wedge performed in the same area on the same date. When both teeth on either side of a bounded space are diseased, Delta Dental will count the bounded space. A bounded space will be counted as one space regardless of the number of missing teeth. Benefits for this procedure are not payable when performed on the same date as periodontal root planing or a procedure that includes prophylaxis.

D4245 Your fee should include the root planing, local anesthesia, sutures, all necessary postoperative care, finishing procedures and evaluation for three months, and, generally, any surgical re-entry for three years, unless special circumstances are documented. Under Delta Dental's processing policies, this procedure is considered to include any frenectomy and/or distal wedge performed in the same area on the same date. Generally, Delta Dental will allow up to 60 percent of the full quadrant fee when fewer than four teeth are involved. Benefits for this procedure are not payable when performed on the same date as periodontal root planing or a procedure that includes prophylaxis.

D4249 1. Please submit an x-ray and narrative report. 2. This procedure is carried out to expose sound tooth structure, facilitating restorative procedures. It is not generally provided in the presence of periodontal disease. 3. Delta Dental's allowances for procedure D4249 are determined by site with a maximum of two sites per quadrant, and are not payable per tooth when adjacent teeth are included. The total fee for sites in a quadrant cannot exceed the full quadrant allowance for osseous surgery. 4. When performed in conjunction with osseous surgery, crown lengthening is considered part of, and included in the fee for the more inclusive surgery. 5. Delta Dental considers this procedure to include three months of postoperative care and any surgical reentry for three years. Exceptional cases will be given consideration on a by report basis. 6. When procedure D4249 is performed on the same day as the preparation of the crown, a separate fee for D4249 may not be charged to the patient or Delta Dental. 7. Delta Dental considers procedure D4249 to include any distal wedge performed in the same area on the same date.

D4260 When both teeth on either side of a bounded space are diseased, Delta Dental will count the bounded space. A bounded space will be counted as one space regardless of the number of missing teeth. Your fee should include three months post-operative care and, generally, any surgical re-entry for three years unless special circumstances are documented. Under Delta Dental's processing policies, D4260 is considered to include any osseous contouring, distal or proximal wedge surgery, scaling and root planing, gingivectomy and flap procedures. If there is a combination of procedures in one quadrant (e.g., buccal flap procedure, gingivectomy on lingual surfaces), then the most inclusive procedure D4260 will be the basis of Delta Dental's payment.

D4265 1. Please identify the material used for periodontal regenerative purposes. 2. Please see the guidelines for procedure D4263. 3. Benefits are not available when D4265 is done in combination with D4263, D4264, D4266, D4267, D4270, D4271, D4273, D4274, or D4276 on the same day/same site. The fee is the patient's responsibility.

D4266 Your fees should include three months postoperative care and any necessary retreatment for three years. There is a limit of two sites per quadrant (please refer to the beginning of the Periodontics section in this form for the definition of "site").

D4270 Please indicate your fee for a site (please refer to the beginning of the Periodontics section in this form for the definition of "site"). Your fee should include three months postoperative care and, generally, any surgical re-entry for three years except in special circumstances. Under Delta Dental's processing policies, D4270 is considered to include any frenectomy and/or distal wedge performed in the same area on the same date. There is a limit of two sites per quadrant. (Code D4270 would be used to report split thickness grafts.)

D4271 Your fee should include three months postoperative care and, generally, any surgical re-entry for three years except in special circumstances. Under Delta Dental's processing policies, D4271 and D4273 are considered to include any frenectomy and/or distal wedge or surgical stent performed in the same area on the same date. There is a limit of two sites (D4271) or two teeth (D4273) per quadrant.

D4274 1. Please submit periodontal charting. 2. When this procedure is provided in conjunction with another periodontal surgical procedure, Delta Dental's allowance will be based on the fee for the more inclusive procedure. 3. When D4274 is reported as provided not in conjunction with another periodontal procedure, an allowance may be made by a Delta Dental consultant equivalent to procedure D4211 or D4261.

D4275 Procedure D4275 is not a benefit of most Delta Dental programs. When it is provided, Delta Dental will make an allowance based on procedure D4273, and the patient will be responsible for any difference in fee. Please refer to the guidelines for procedure D4273.

D4276 Procedure D4276 is not a benefit of most Delta Dental programs. When it is provided, Delta Dental will make an allowance based on procedure D4273, and the patient will be responsible for any difference in fee. Please refer to the guidelines for procedure D4273.

Non-surgical periodontal service

D4320 1. Temporary tooth stabilization is not a benefit of most Delta Dental programs.
D4321 When covered in a group's contract, it is limited to appliances placed temporarily on the coronal surface of teeth for the patient with advanced periodontal disease (case types III, IV and V), immediately preceding or following active periodontal therapy. If otherwise provided, the fee is the patient's responsibility. 2. Please provide a narrative report for review by a Delta Dental consultant.

D4341 Delta Dental defines D4341 as a definitive non-surgical periodontal treatment involving the judicious and thorough planing of the root surface. Delta Dental considers a full quadrant to have a minimum of four diseased teeth within the quadrant. Under Delta Dental's processing policies, up to four separate quadrants of D4341 can be allowed within three months of beginning therapy with documentation of at least case type II periodontal disease. D4341 is generally limited to four quadrants within a two-year period except in special circumstances. (Interim or "touch up" periodontal scaling and root planing should be submitted as D4910). D4341 may precede surgical services D4210, D4211, D4260, D4261, D4266 and D4267 when at least four weeks have elapsed to evaluate tissue response prior to surgery. When the interval is less than four weeks, any scaling and root planing is considered to be part of, and included in the fee for, the surgical procedure. Periodontal root planing would generally not be used until after 36 months following active periodontal surgery in the same areas.

D4381 1. Except in unusual circumstances, procedure D4381 is not a benefit of most Delta Dental programs. 2. Reporting of D4381 requires the submission of periodontal charting indicating pockets of 5 to 10 mm and documentation as a nonresponsive case. A non-responsive case has a progression of periodontal disease following traditional periodontal therapy. 3. A Delta Dental consultant may approve an allowance for a nonresponsive case on a by report basis, limited to not more than two teeth per quadrant in a 12 month period. A separate fee may be charged to the patient for treatment of other teeth in the quadrant. If the same teeth are re-treated within 24 months, no additional allowance will be made, and a separate fee may be charged to the patient. 4. Benefits are not available when D4381 is provided in conjunction with D4341 or D4342. The fee is the patient's responsibility.

Other periodontal services

D4910 Your fee for D4910 should include prophylaxis and any scaling and root planing as may be necessary. Under Delta Dental's processing policies, it is used in cases when a patient has completed active periodontal therapy. (Delta Dental considers periodontal maintenance to be included in your fees for periodontal surgical and non-surgical services for three months.)

PROSTHODONTICS, REMOVABLE

Complete dentures

D5110 Your fee should be for standard full dentures. Specialized techniques (e.g., special teeth, personalization, metal palate, overdentures, implants, etc.) are not covered benefits and any additional fee will be considered optional and is the responsibility of the patient.
D5120

Partial dentures

D5211 Your fees should be for standard upper or lower partial dentures. Specialized appliances such as gold bases, precision attachments, etc., are not covered benefits and any additional fee is an optional cost to the patient. The additional fee beyond the standard partial denture will be the patient's responsibility.
D5226

Repairs to complete and partial dentures

- D5510 through D5660** Delta Dental's allowance for repair of a fixed bridge, a full denture or a partial denture will not exceed one-half of the allowance for the replacement of the appliance.
- D5620** Please provide a narrative report of the extent of the repair. A Delta Dental consultant will review the claim to determine the appropriate allowance.
- D5670** Delta Dental will base the allowance for D5670 so as not to exceed two-thirds of the fee for a new appliance (D5213). The excess fee may not be charged to the patient or Delta Dental.
- D5671** Delta Dental will base the allowance for D5671 so as not to exceed two-thirds of the fee for a new appliance (D5214). The excess fee may not be charged to the patient or Delta Dental.

Denture rebase procedures

- D5710 through D5721** Rebasing is the entire replacement of the denture base material. Your fees for rebase procedures include adjustments for six months.

Denture reline procedures

- D5730 through D5761** Your fees for all reline procedures include adjustments for six months.

Interim prosthesis

- D5810** Temporary complete dentures are not benefits of most Delta Dental programs.
- D5811** Temporary complete dentures are not benefits of most Delta Dental programs.
- D5820** Your fee should be for the total appliance, including any attachment, teeth, etc.

Other removable prosthetic services

- D5860** Overdentures are not benefits of Delta Dental programs. However, an allowance, based on the fee for a standard complete denture, may be made toward the cost of the overdenture. The patient is responsible for any additional fee. Please provide a full description of service for evaluation by the Delta Dental consultant staff.

- D5861** Overdentures are not benefits of Delta Dental programs. However, an allowance, based on the fee for a standard removable partial denture, may be made toward the cost of the overdenture. The patient is responsible for any additional fee. Please provide a full description of service for evaluation by the Delta Dental consultant staff.
- D5862** Precision attachments are not benefits of most Delta Dental programs, and are the financial responsibility of the patient.
- D5867** This procedure is not a benefit of most Delta Dental programs.
- D5875** This procedure is not a benefit of most Delta Dental programs.

PROSTHODONTICS, FIXED

Other removable prosthetic services

- D6205** Delta Dental considers this procedure to be a specialized technique. As such, it is not a benefit of most programs. When reported, Delta Dental will make an alternate allowance, based on the benefit for D6211 (cast predominantly base metal pontic). The patient is responsible for the remainder of the fee.
- D6253** 1. Under Delta Dental's processing policies, a provisional pontic is considered to be part of, and included in the fee for, the completed prosthodontic service. 2. Long term cases requiring provisional prostheses that will be in place six months or longer will be referred to a dental consultant for individual consideration.

Fixed partial denture retainers — inlays/onlays

- D6545** Please list your usual fee for a cast metal *retainer* for resin bonded fixed prosthesis, to include any necessary recementation or repair for three years.

Fixed partial denture retainers — crowns

- D6710** Delta Dental considers D6710 to be a specialized technique. As such, it is not a benefit of most programs. When D6710 is reported, Delta Dental will make an alternate allowance, based on the benefit for D6721 (resin crown with predominantly base metal). The patient is responsible for the remainder of the fee for D6710.

D6710 Delta Dental considers D6710 to be a specialized technique. As such, it is not a benefit of most programs. When D6710 is reported, Delta Dental will make an alternate allowance, based on the benefit for D6721 (resin crown with predominantly base metal). The patient is responsible for the remainder of the fee for D6710.

D6793 1. Under Delta Dental's processing policies, a provisional retainer crown is considered to be part of, and included in the fee for, the completed prosthodontic service. 2. Long term cases requiring provisional prostheses that will be in place six months or longer will be referred to a consultant for individual consideration.

Other fixed partial denture services

D6920 This procedure is not a benefit of most Delta Dental programs.

D6940 Your fee should be for a simple stress breaker such as a keyway. More complex or precision attachments are not covered benefits.

D6950 1. Precision attachments are not benefits of most Delta Dental programs, and are the financial responsibility of the patient. 2. Please provide a brief description of the precision attachment and enter a fee separate from the fee for the prosthetic appliance.

D6973 Please refer to the clarification of code D2950.

D6975 This service is considered a specialized procedure and is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.

ORAL SURGERY

Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

D7241 Please submit an operative report and x-ray. An allowance will be determined upon review by a dental consultant.

Other surgical procedures

D7282 Under Delta Dental's processing policies, procedure D7282 is considered to be included in any surgery in the same area on the same date.

D7283 Please see the guidelines for procedure D7280.

D7288 This service is not a benefit of most Delta Dental programs.

D7290 1. This procedure is a benefit only of group programs with orthodontic coverage. Payment will be applied toward the patient's orthodontic maximum. 2. Please submit an operative report. An allowance will be determined upon review by a dental consultant.

D7291 Please see guidelines for D7290.

D7292 Delta Dental considers this a specialized procedure; therefore, it is not a covered benefit. The patient is responsible for the fee.

D7294 Please see guideline for D7292.

Alveoplasty — surgical preparation of ridge for dentures

D7310 Delta Dental considers procedure D7310 to be part of, and included in the fee for, a single surgical extraction (procedures D7210 through D7250).

Vestibuloplasty

D7340 Delta Dental defines vestibuloplasty as the revision of the maxillary or mandibular alveolar ridges by undermining the submucosal tissues which in turn lengthens the vertical dimension of the buccal and labial vestibule. The use of split thickness skin grafts, mucosal grafts or bone grafts to augment the vestibuloplasty is not covered. Please list these additional fees separately on your claims. Delta Dental will advise the patient that they are not benefits of the plan.

Surgical incision

- D7511** 1. Please identify the surgical site by quadrant and submit an operative report. An allowance will be determined upon review by a dental consultant. As indicated in the oral surgery general guidelines, please submit this service to the patient's medical carrier as the primary insurer. 2. Under Delta Dental's processing policies, D7511 is considered to be part of, and included in the fees for, endodontics, extractions, palliative treatment or other definitive services performed on the same day by the same dentist or dental office.

Other repair procedures

- D7950** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D7953** This service is not a benefit of most Delta Dental programs.
- D7963** Under Delta Dental's processing policies, frenuloplasty is considered to be part of, and included in the fees for, other surgical procedures in the same surgical site.

Treatment of fractures — simple

- D7670** Under Delta Dental's processing policies, procedure D7670 is considered to include any splinting, wiring or banding.

Reduction of dislocation and management of other temporomandibular joint dysfunctions

- D7820** Delta Dental considers this service to consist of a single emergency repositioning of the mandible by physical manipulation. Appliances for mandibular repositioning are not covered.

Repair of traumatic wounds

- D7972** Under Delta Dental's processing policies, procedure D7972 is considered to be part of, and included in the fee for, procedures D4210, D4211, D4260 and D4261.

ORTHODONTICS

Please file your fees for standard orthodontic treatment, not to include specialized services. When treatment involves such specialized services as ceramic brackets, lingual brackets, or appliances/procedures chosen for aesthetic considerations, Delta Dental will make an allowance toward their cost. Any additional fee will be the patient's responsibility.

Other orthodontic services

- D8680** 1. Under Delta Dental's processing policies, the removal of orthodontic appliances is considered part of, and included in the fees for, orthodontic treatment when performed by the same dentist or dental office. 2. When this service is provided by a dentist or dental office other than the original treating provider, please submit a narrative report.
- D8690** Please submit documentation. An allowance will be determined upon review by a dental consultant.
- D8691** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D8692** Repair or replacement of any appliance inserted under a Delta Dental program is not a benefit. The fee is the patient's responsibility.
- D8693** 1. Delta Dental considers this procedure to be included in the orthodontic case fee. A separate fee may not be charged to the patient when submitted by the same dentist/dental office as the orthodontic treatment. 2. When this procedure is performed by a different dentist/dental office, it is a benefit once only. Fees for subsequent procedures attributable to lack of patient compliance are the patient's financial responsibility.

ADJUNCTIVE GENERAL SERVICES

Unclassified treatment

- D9110** Your fee is for an emergency palliative *per visit*, which includes all treatment provided other than required x-rays and/or oral evaluation.
- D9120** This code applies only to situations where some portion of the fixed prosthesis is to remain intact and serviceable after the sectioning. When reported as part of the removal and replacing of a fixed prosthesis, a separate fee may not be charged to the patient because removal is considered to be part of, and included in the replacement procedure.

Anesthesia

- D9210** Delta Dental considers local anesthesia to be part of, and included in the fee for, any services provided. If there are exceptional circumstances, please provide a brief narrative for review by a dental consultant.
- D9211** Delta Dental considers this procedure to be part of, and included in the fee for, any services provided. If there are exceptional circumstances, please provide a brief narrative for review by a dental consultant.
- D9212** Delta Dental considers this procedure to be part of, and included in the fee for, any services provided. If there are exceptional circumstances, please provide a brief narrative for review by a dental consultant.
- D9220** For Delta Dental to make an allowance for
- D9221** general anesthesia, the general anesthesia permit number must be indicated on the claim.
- D9230** This procedure is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D9241** For Delta Dental to make an allowance for
- D9242** IV sedation, the IV sedation permit number must be indicated on the claim.

Professional consultation

- D9310** You may file a fee for this procedure only if you are credentialed with Delta Dental as a specialist and you are providing a second opinion only. Consultations by general dentists are allowable as oral evaluations, if you have an oral evaluation fee on file (see procedure D0120).

Professional visits

- D9410** This procedure is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D9420** This procedure is not a benefit of Delta Dental programs. The fee is the patient's responsibility.
- D9430** This is not a routine oral evaluation fee. This procedure is allowed only when the office visit is for the purpose of observing injuries and when no other services are provided.

Miscellaneous services

- D9910** The application of fluoride and other medicaments for desensitizing is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D9911** This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D9920** This procedure is not a benefit of Delta Dental programs. The fee is the patient's responsibility.
- D9930** Please note that D9930 is not for routine post-operative visits or suture removal, which Delta Dental considers to be part of the surgery fee. If complications arise, such as osteitis, a report must accompany the Attending Dentist's Statement and a separate fee may be charged, reported as procedure D9930.
- D9941** This procedure is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D9942** Please see the guidelines for procedure D9940.
- D9950** This procedure is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.
- D9951** Your fee should be for one quadrant of occlusal correction. Delta Dental defines D9951 as minor occlusal correction for the relief of symptomatic teeth, and is considered to represent selective grinding of the equivalent of one quadrant or less. (Delta Dental considers occlusal adjustment to be part of, and included in the fees for, multiple restorations involving the occlusal surface.)

D9970 This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.

D9971 This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.

D9972 This service is not a benefit of most Delta Dental programs. The fee is the patient's responsibility.

MISCELLANEOUS

Overdentures are considered a specialized technique. An allowance may be made for a standard denture with any endodontic treatment and/or castings or restorations considered optional.

Cement bases are not a separate benefit and should be included in the total fee for a restoration. A separate fee may not be charged to the patient.

House calls and **hospital calls** are the responsibility of the patient.

Procedures such as provisional or permanent **splinting**, minor tooth movement, caries susceptibility and bacteriologic cultures are not benefits of Delta Dental programs.

Additional charges for patients with **behavioral problems** are not considered a benefit of Delta Dental programs. However, if the patient is disabled either physically or mentally, any additional charge will be given consideration and should be listed separately from the other services performed, with a notation on the Attending Dentist's Statement indicating the specific type of disability.

Additional **precious metal charges** are not separate benefits for cast restorations under Delta Dental programs. The fee for the cast restoration is considered to include the cost of materials, and a separate charge may not be made to the patient.

Experimental procedures are not benefits of Delta Dental programs.

Cosmetic surgery or **dentistry** for purely cosmetic reasons, including but not limited to cleft palate, maxillary and mandibular malformations, enamel hypoplasia, fluorosis and anodontia, are not benefits of most Delta Dental programs. If such services are provided, the cost is the patient's obligation.

A charge for **completion of forms** is not a benefit of Delta Dental programs and cannot be charged to the patient.

A charge for **sterilization/infection control** is not a benefit of Delta Dental programs and cannot be charged to the patient.

Reminder:

Before submitting your Confidential Fee Filing form, please check that you have:

- 1.** answered all items concerning the ownership of each office;
- 2.** signed the Participating Dentist Agreement on page 3 (the actual signature of the dentist is required);
- 3.** not listed fees for "by report" procedures or added procedures not printed on the form;
- 4.** returned a copy of the NPI confirmation from NPPES.



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