

DENTAL CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES -YOUTH REHABILITATION AND
TREATMENT CENTER - GENEVA
AND**

DR. SARAH BILLESBACH

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES -YOUTH REHABILITATION AND TREATMENT CENTER - GENEVA** (hereinafter "DHHS"), and **DR. SARAH BILLESBACH** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is: The provision of Dental Services to the youth committed to the Youth Rehabilitation and Treatment Center – Geneva of the State of Nebraska.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from July 1, 2010 until June 30, 2011.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$24,720.00 (twenty four thousand seven hundred twenty dollars) for the services specified herein.
- B. PAYMENT STRUCTURE. Monthly billing statement sent from the Contractor to the YRTC-G Business Office that lists the date of service, the name of the youth, services provided for each youth, and amount for each service, with a total for services rendered during the month, and mileage per round trip. Payment will be made within 30 days of receipt of the statement.

III. SCOPE OF SERVICES

A. The Contractor shall do the following: The Contractor agrees to perform the following services:

1. Perform the services required and requested, complying with all regulatory requirements to meet the standards required in the field of Dentistry.
2. All dental care delivered to residents of YRTC-Geneva will be delivered according to standard dental practice, and will be under the direction of duly licensed dentist, but may be provided by duly licensed and qualified employees or associates of the contractor. Required background checks will be conducted on any staff provided by the Contractor, and services may include all standard dental care for which the provider or associates are qualified to perform.
3. The Contractor shall maintain medical malpractice insurance coverage in the amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate, and be qualified under the Nebraska Hospital-Medical Liability Act.

B. DHHS shall do the following:

1. Pay the Contractor an amount per Attachment A fee schedule, after receipt of statement, plus mileage between Omaha, Nebraska and Geneva, Nebraska round trip at the current State rate.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and

SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.

3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.
- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If DHHS in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continues to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with

proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural

disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.

N. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

O. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.

P. HOLD HARMLESS.

1. The Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.

Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. The Contractor shall employ and direct such personnel as it requires to perform

its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

- R. **INVOICES.** Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.
- S. **INTEGRATION.** This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.
- T. **NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.** Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- U. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.**
The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.
- V. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland

Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

W. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

ACH Enrollment Form Requirements for Payment

"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made."

Download ACH Form:

http://www.das.state.ne.us/accounting/nis/address_book_info.htm

X. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

Y. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

Z. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.

AA. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

BB. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

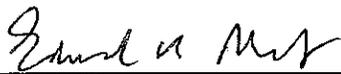
Daniel L. Scarborough
Youth Rehabilitation & Treatment Center
855 North 1st Street
Geneva, NE 68361
402 759-3164

FOR CONTRACTOR:

Dr. Sarah Billesbach
3123 North 58th
Omaha, NE 68104
402 397-7799
cell 402 578-2167

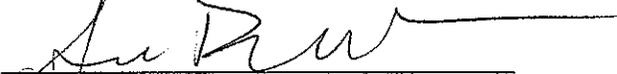
IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:



Edward H. Matney, Administrator
Policy Section
NE Department of Health and Human
Services
Division of Children and Family Services

FOR CONTRACTOR:



Dr. Sarah Billesbach, DDS

DATE: 23 June 2010

DATE: 01 July 2010

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Sarah T. Billestach

(first, middle, last)

SIGNATURE



DATE

July 1, 2010

Attachment A

Dental Fee - Dr. Billesbach - YRTCG
Contract 7/1/10 - 6/30/11

	Code	Fee	Description
	D0120	\$ 17.51	periodic oral evaluation
	D0140	\$ 16.48	limited oral evaluation – problem focused
	D0145	\$ 27.81	oral evaluation for a patient under 3 years of age & counseling with primary caregiver
	D0150	\$ 17.51	comprehensive oral evaluation – new or established patient
	D0160	\$ 27.81	detailed and extensive oral evaluation – problem focused, by report
	D0170	\$ 16.48	re-evaluation – limited, problem focused patient; not post-operative visit (established)
	D0180	\$ 27.81	comprehensive periodontal evaluation – new or established patient
	D0210	\$ 46.35	intraoral – complete series (including bitewings)
	D0220	\$ 6.18	intraoral – periapical first film
	D0230	\$ 5.15	intraoral – periapical each additional film
	D0240	\$ 7.21	intraoral – occlusal film (2 ¼ x 3 ¼ size)
	D0270	\$ 8.24	bitewing – single film
	D0272	\$ 13.39	bitewings – two films
	D0273	\$ 15.45	bitewings – three films
	D0274	\$ 18.54	bitewings – four films
	D0330	\$ 35.02	panoramic film
	D0340	\$ 63.86	cephalometric film
	D0470	\$ 47.38	diagnostic casts
	D1110	\$ 31.93	prophylaxis – adult (age 14 and older)

	D1120	\$ 21.63	prophylaxis – child (age 13 and younger)	
	D1203	\$ 9.27	topical application of fluoride (prophylaxis not included) – child (age 13 and younger)	
	D1204	\$ 9.27	topical application of fluoride (prophylaxis not included) – adult (age 14 and older)	
	D1206	\$ 10.30	topical fluoride varnish; therapeutic-application for moderate to high caries risk patients	
	D1351	\$ 22.66	sealant – per tooth	
	D1510	\$ 113.30	space maintainer – fixed unilateral	
	D1515	\$ 195.70	space maintainer – fixed – bilateral	
	D1550	\$ 21.63	recementation of space maintainer	
	D1555	\$ 21.63	removal of fixed space maintainer	
	D2140	\$ 54.59	amalgam – one surface, primary	
	D2150	\$ 64.89	amalgam – two surfaces, primary	
	D2160	\$ 77.25	amalgam – three surfaces, primary	
	D2161	\$ 77.25	amalgam – four or more surfaces, primary	
	D2140	\$ 54.59	amalgam – one surface, permanent	
	D2150	\$ 64.89	amalgam – two surfaces, permanent	
	D2160	\$ 77.25	amalgam – three surfaces, permanent	
	D2161	\$ 88.58	amalgam – four or more surfaces, permanent	
	D2330	\$ 63.86	resin-based composite – one surface, anterior	
	D2331	\$ 79.31	resin-based composite – two surfaces, anterior	
	D2332	\$ 90.64	resin based composite – three surfaces, anterior	

	D2335	\$ 106.09	resin based composite – four or more surfaces or involving incisal-angle (anterior)	
	D2391	\$ 64.89	resin-based composite – one surface posterior, permanent	
	D2392	\$ 82.40	resin-based composite – two surfaces, posterior permanent	
	D2393	\$ 94.76	resin-based composite – three surfaces, posterior, permanent	
	D2394	\$ 94.76	resin-based composite – four or more surfaces, posterior, permanent	
	D2391	\$ 64.89	resin-based composite – one surface posterior, permanent	
	D2392	\$ 82.40	resin-based composite – two surfaces, posterior, permanent	
	D2393	\$ 94.76	resin-based composite – three surfaces, posterior permanent	
	D2394	\$ 106.09	resin-based composite – four or more surfaces, posterior, permanent	
	D2710	\$ 211.15	crown - resin – based composite (indirect)	
	D2720	\$ 360.50	crown - resin with high noble metal	
	D2721	\$ 360.50	crown – resin with predominantly base metal	
	D2722	\$ 360.50	crown – resin with noble metal	
	D2740	\$ 360.50	crown – porcelain/ceramic substrate	
	D2750	\$ 360.50	crown – porcelain fused to high noble metal	
	D2751	\$ 360.50	crown porcelain fused to predominantly base metal	
	D2752	\$ 360.50	crown – porcelain fused to noble metal	
	D2790	\$ 360.50	crown – full cast high noble metal	
	D2791	\$ 360.50	crown – full cast predominantly base metal	
	D2792	\$ 360.50	crown – full cast noble metal	
	D2910	\$ 21.63	recement inlay, onlay, or partial coverage restoration	

D2915	\$ 41.20	recement cast or prefabricated post and core
D2920	\$ 21.63	recement crown
D2930	\$ 126.69	prefabricated stainless steel crown – primary tooth
D2931	\$ 126.69	prefabricated stainless steel crown – permanent tooth
D2932	\$ 113.30	prefabricated resin crown
D2933	\$ 146.26	prefabricated stainless steel crown with resin window
D2940	\$ 35.02	sedative filling
D2950	\$ 80.34	core buildup, including any pins
D2951	\$ 12.36	pin retention – per tooth, in addition to restoration
D2954	\$ 103.00	prefabricated post and core in addition to crown
D2970	\$ 80.34	temporary crown (fractured tooth)
D2980	BR	crown repair, by report
D2999	BR	unspecified restorative procedure, by report
D3220	\$ 72.10	therapeutic pulpotomy (excluding final restoration)
D3230	\$ 87.55	pulpal therapy (resorbable filling) – anterior primary tooth (excluding final restoration)
D3240	\$ 92.70	pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)
D3310	\$ 241.02	root canal therapy – anterior (excluding final restoration)
D3320	\$ 273.98	root canal therapy – bicuspid (excluding final restoration)
D3330	\$ 364.62	root canal therapy – molar (excluding final restoration)
D3346	\$ 241.02	retreatment of previous root canal therapy – anterior
D3347	\$ 273.98	retreatment of previous root canal therapy – bicuspid

D3348	\$ 364.62	retreatment of previous root canal therapy - molar	
D3351	BR	apexification/recalcification	
D3410	\$ 187.46	apicoectomy	
D3999	\$ 43.26	unspecified endodontic procedure	
D4210	\$ 103.00	gingivectomy or gingivoplasty – four or more contiguous teeth or bonded teeth spaces per quadrant	
D4211	\$ 78.28	gingivectomy or gingivoplasty – one to three contiguous teeth or bonded teeth spaces per quadrant	
D4341	\$ 103.00	periodontal scaling and root planning – four or more teeth per quadrant	
D4342	\$ 56.65	periodontal scaling and root planing – one to three teeth per quadrant	
D4355	\$ 61.80	full mouth debridement to enable comprehensive evaluation and diagnosis	
D4910	\$ 31.93	periodontal maintenance	
D5110	\$ 587.10	complete denture -- maxillary	
D5120	\$ 587.10	complete denture - mandibular	
D5130	\$ 587.10	immediate denture – maxillary	
D5140	\$ 587.10	immediate denture - mandibular	
D5211	\$ 412.00	maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	
D5212	\$ 412.00	mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	
D5213	\$ 515.00	maxillary partial denture – case metal framework with resin denture bases (including any conventional clasps, rests and teeth)	
D5214	\$ 515.00	mandibular partial denture – case metal framework with resin denture bases (including any conventional clasps, rests and teeth)	

	D5410	\$ 21.63	adjust complete denture – maxillary	
	D5411	\$ 21.63	adjust complete denture – mandibular	
	D5421	\$ 21.63	adjust partial denture – maxillary	
	D5422	\$ 21.63	adjust partial denture – mandibular	
	D5510	\$ 103.00	repair broken complete denture base	
***Note	D5520	\$ 82.40	replace missing or broken teeth – complete denture (each tooth)	*** 1st tooth 82.40, each additional 30.90
	D5610	\$ 103.00	repair resin denture base	
	D5620	\$ 118.45	repair cast framework	
	D5630	\$ 118.45	repair or replace broken clasp	
***Note	D5640	\$ 82.40	replace broken teeth – per tooth	*** 1st tooth 82.40, each additional 30.90
***Note	D5650	\$ 82.40	add tooth to existing partial denture	*** 1st tooth 82.40, each additional 30.90
	D5660	\$ 113.30	add clasp to existing partial denture	
	D5710	\$ 201.88	rebase complete maxillary denture	
	D5711	\$ 201.88	rebase complete mandibular denture	
	D5720	\$ 201.88	rebase maxillary partial denture	
	D5721	\$ 201.88	rebase mandibular partial denture	
	D5730	\$ 103.00	reline complete maxillary denture (chairside)	
	D5731	\$ 103.00	reline complete mandibular denture (chairside)	
	D5740	\$ 103.00	reline maxillary partial denture (chairside)	
	D5741	\$ 103.00	reline mandibular partial denture (chairside)	
	D5750	\$ 169.95	reline complete maxillary denture (laboratory)	

D5751	\$ 169.95	reline complete mandibular denture (laboratory)
D5760	\$ 169.95	reline maxillary partial denture (laboratory)
D5761	\$ 169.95	reline mandibular partial denture (laboratory)
D5810	\$ 381.10	Interim complete denture (maxillary)
D5811	\$ 381.10	Interim complete denture (mandibular)
D5820	\$ 257.50	interim partial denture (maxillary) (flipper partial)
D5821	\$ 257.50	interim partial denture (mandibular) (flipper partial)
D5850	\$ 47.38	tissue conditioning, maxillary
D5851	\$ 47.38	tissue conditioning, mandibular
D6930	\$ 43.26	recement fixed partial denture
D7111	\$ 45.32	extraction, coronal remnants – deciduous tooth (A – T)
D7140	\$ 57.68	extraction, erupted tooth or exposed root (elevation and/or forceps removal) (A – T) (1 – 32)
D7210	\$ 95.79	surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth.
D7220	\$ 125.66	removal of impacted tooth – soft tissue
D7230	\$ 172.01	removal of impacted tooth – partially bony
D7240	\$ 208.06	removal of impacted tooth – completely bony
D7241	\$ 218.36	removal of impacted tooth – completely bony, unusual surgical complications
D7250	\$ 90.64	surgical removal of residual tooth roots (cutting procedure)
D7270	\$ 154.50	tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth and/or alveolus

D7280	\$ 144.20	surgical access of an unerupted tooth (permanent teeth only)
D7282	\$ 117.42	mobilization of erupted or malpositioned tooth to aid eruption
D7283	\$ 139.05	placement of device to facilitate eruption of impacted tooth (permanent teeth only)
D7285	\$ 103.00	biopsy of oral tissue – hard (bone, tooth)
D7286	\$ 92.70	biopsy of oral tissue – soft
D7310	\$ 96.82	alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces per quadrant
D7311	\$ 77.25	alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant
D7320	\$ 103.00	alveoloplasty not in conjunction with extractions four or more teeth or tooth spaces per quadrant
D7321	\$ 83.43	alveoloplasty not in conjunction with extractions one to three teeth or tooth spaces, per quadrant
D7410	BR	radical excision – lesion diameter up to 1.25 cm
D7411	BR	excision of benign lesion greater than 1.25 cm
D7412	BR	excision of benign lesion, complicated
D7413	BR	excision of malignant lesion up to 1.25 cm
D7414	BR	excision of malignant lesion, greater than 1.25 cm
D7415	BR	excision of malignant lesion, complicated
D7440	BR	excision of malignant tumor – lesion diameter up to 1.25 cm
D7441	BR	excision of malignant tumor – lesion diameter greater than 1.25 cm
D7450	BR	removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm

	D7451	BR	removal of benign odontogenic cyst or tumor – lesion diam. greater than 1.25 cm	
	D7460	BR	removal of benign nonodontogenic cyst or tumor – lesion diameter up to 1.25 cm	
	D7461	BR	removal of benign nonodontogenic cyst or tumor – lesion diam. greater than 1.25 cm	
	D7465	BR	destruction of lesion(s) by physical or chemical method, by report	
	D7471	\$ 113.30	removal of lateral exostosis (maxilla or mandible)	
	D7510	\$ 43.26	incision and drainage of abscess – intraoral soft tissue	
	D7880	BR	occlusal orthotic device, by report	
	D7960	\$ 100.94	frenulectomy (frenectomy or frenotomy) – separate procedure	
	D8060	\$ -	interceptive orthodontic treatment of the transitional dentition	
		\$ -	Procedures covered under code D8060 treatment plan	
	D8060	\$ 21.63	Chrome steel wire clasps-each .036 or minimum .030	
	D8060	\$ 160.68	inclined plane (hawley) appliance, bite plane, with clasps	
	D8060	\$ 132.87	cross-bite appliance, anterior, acrylic	
	D8060	\$ 132.87	cross-bite appliance, posterior, two bands plus attachments	
	D8060	\$ 21.63	attachment springs for any orthodontic or pedodontic appliance - each	
	D8060	\$ 17.51	adjustment of pedodontic and interceptive orthodontic appliances (allowed one per month)	
	D8060	\$ 113.30	space maintainer – fixed – unilateral, part of interceptive orthodontic treatment plan	
	D8060	\$ 195.70	space maintainer – fixed – bilateral, part of interceptive orthodontic treatment plan	

	D8090	\$ -	comprehensive orthodontic treatment of the adult dentition
		\$ -	Procedures covered under code D8090:
	D8090	\$ 360.50	constructing and placing fixed maxillary appliance, active treatment
	D8090	\$ 360.50	constructing and placing fixed mandibular appliance, active treatment
	D8090	\$ 36.05	each one month period of active treatment – maxillary arch
	D8090	\$ 52.53	each one month period of active treatment – maxillary arch, unusual service (surgical correction case)
	D8090	\$ 36.05	each one month period of active treatment – mandibular arch
	D8090	\$ 52.53	each one month period of active treatment – mandibular arch, unusual service (surgical correction case)
	D8090	\$ 97.85	retainer or retention appliance
	D8090	\$ 19.57	each one-month period of retention appliance treatment, maxillary arch
	D8090	\$ 19.57	each one-month period of retention appliance treatment, mandibular arch
	D8090	\$ 183.34	rapid palatal expander (RPE) or cross-bite correcting (fixed) appliance
	D8090	\$ 278.10	herbst appliance
	D8090	\$ 166.86	protraction facemask
	D8090	\$ 182.31	slow expansion appliance
	D8090	\$ 166.86	headgear
	D8090	\$ 160.68	inclined plane (hawley) appliance, bite plane, with clasps
	D8090	BR	orthodontic appliance not listed
	D8090	BR	orthodontic procedure not listed
	D8090	\$ 113.30	space maintainer – fixed – unilateral, part of comprehensive orthodontic treatment plan

D8090	\$ 195.70	space maintainer – fixed – bilateral, part of comprehensive orthodontic treatment plan
D8210	\$ 154.50	removable appliance therapy (includes appliances for thumb sucking and tongue thrusting)
D8220	\$ 212.18	fixed appliance therapy (includes appliances for thumb sucking and tongue thrusting)
D8691	BR	repair of orthodontic appliance
D8692	\$ 97.85	replacement of lost or broken retainer
D8999	BR	unspecified orthodontic procedure, by report
D9110	\$ 23.69	palliative (emergency) treatment of dental pain – minor Procedure
D9220	\$ 166.86	general anesthesia – first 30 minutes
D9221	\$ 83.43	general anesthesia – each additional 15 minutes
D9230	\$ 22.66	analgesia, anxiolysis, inhalation of nitrous oxide
D9241	\$ 96.82	intravenous conscious sedation/analgesia – first 30 minutes
D9242	\$ 44.29	intravenous conscious sedation/analgesia - each additional 15 minutes
D9248	\$ 154.50	non-intravenous conscious sedation
D9410	\$ 36.05	house/extended care facility
D9420	\$ 82.40	hospital call
D9440	\$ 46.35	office visit – after regularly scheduled hours
D9940	\$ 178.19	occlusal guard, by report