Dental Health Services

UTU Dental Plan

Combined Evidence of Coverage & Disclosure



UNITED TRANSPORTATION UNION



Please keep this brochure

Mission Statement

To consistently deliver high quality, affordable, value-driven dental services through a caring staff and an accountable provider network committed to member satisfaction.

Dental Health Services

English

IMPORTANT: Can you read this? If not, we can have somebody help you read it. You may also be able to get this information written in your language. For free help, please call right away at 1-866-756-4259. Dental Health Services has a toll free TTY line 1-888-645-1257 for the hearing and speech impaired.

Spanish

IMPORTANTE: ¿Puedes leer esto? Si no, alguien le puede ayudar a leerla. Además, es posible que reciba esta información escrita en su propio idioma. Para obtener ayuda gratuita, llame ahora mismo al 1-866-756-4259. Dental Health Services también tiene una línea TTY 1-888-645-1257 para personas con dificultades de audición o de hablar.

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Welcome to Dental Health Services!

We are glad to have you as a valued member of our special dental care organization. You are important to us, and so is your healthy smile. We want to keep you smiling by helping you protect your teeth, saving you time and saving you money. As a Dental Health Services member, you and your family are entitled to some important and valuable benefits.

Your Evidence of Coverage and Disclosure ("EOC") discloses the terms and conditions of coverage. You have a right to view this EOC prior to enrollment. Your EOC should be read completely, and individuals with special dental care needs should read carefully those sections that apply to them. You may receive additional information about the benefits of your Plan by contacting your Trust Fund at 213-624-6487 or 626-962-1762, or Dental Health Services at 866-644-5444, or through www.dentalhealthservices. com to request to speak to your Member Service Specialist. You may also write to Member Services Department, Dental Health Services, 3833 Atlantic Ave., Long Beach, CA 90807.

You will find your Health Plan Benefits and Coverage Matrix on pages 8-9.

This EOC summarizes the principal provisions of the contract between your Trust Fund and Dental Health Services. Please keep this in an easily accessible place for future reference.

Your Prepaid Dental Plan

Dental Health Services offers you a prepaid, direct service dental care program. Your specialized dental plan has been designed to provide the maximum benefits at a low cost to you and your family. Convenience of location, availability of services (many at no cost to you), and a minimum of paperwork make it easy to receive quality dental care.

Your plan offers:

- Your choice of dental offices within the Dental Health Services network of participating dentists
- · Unlimited number of visits
- · No claim forms
- No "deductible" costs
- · Professional service in a friendly atmosphere
- · Unlimited amount of necessary services
- · Conveniently located dental offices
- Specialist referral system
- Second opinions

Definitions

Copayment: the fee paid by the member to the Dental Health Services dentist for covered services as disclosed in this *Evidence* of *Coverage*.

Designated Dental Center: the office and facilities of the specific Dental Health Services dentist selected by you to provide covered services.

Dental Health Services Dentist (Participating Dentist): a licensed dentist who contracts with Dental Health Services to provide covered services to enrollees.

Emergency: any unexpected condition that requires immediate palliative care by a licensed dentist.

Exclusion: any provision in the agreement whereby coverage for a specified procedure or condition is entirely eliminated.

Limitation: any provision in this agreement that restricts coverage. **Member or Enrollee:** a person who is entitled to receive dental care services under this agreement. The term includes both subscribers and those family members for whom a subscriber has paid a premium.

Subscriber: a person whose relationship to the group (employee) is the basis for coverage under this agreement.

Eligibility

The UTU-MTA Health and Insurance Benefits Trust Fund provides dental coverage for operators and their families. The Trust Fund will advise you of the eligibility requirements. For full-time operators, eligible dependents include your spouse (unless divorced) and unmarried children under 19 years of age. Children who are fulltime students are eligible up to age 23. Full-time students must be enrolled in 12 or more units per semester and may be required to submit verification of full-time status. Any child who is chiefly dependent upon you for support and is incapable of self-sustaining employment because of mental and/or physical handicap will receive benefits regardless of age. Dental Health Services may require proof of the above, which you must furnish within 60 days of such a request (Dental Health Services will provide notice at least 90 days prior to the date the child attains limiting age). Copies of marriage certificates for spouses, and birth certificates for each child may be required by your Trust Fund prior to eligibility. Failure to supply student or other verification may result in termination of eligibility.

Beginning Coverage

You may enroll by completing your enrollment card and submitting it to the Trust Fund for processing. Make sure you list on your form the participating dental office number from which you wish to receive services. Your coverage always begins on the first day of

the month. Your open enrollment period is usually held in October of each year with changes effective the following January 1.

Newly acquired dependents become eligible immediately, but they must be enrolled within 60 days of acquisition. Newborn children are covered from birth, but must be enrolled within 60 days of birth to continue coverage.

Your eligibility is determined by the Trust Fund. If your eligibility is approved by the 10th of the month, your coverage begins on the first day of the current month. If your eligibility is approved after the 10th of the month, your coverage begins on the first day of the following month..

If you are in the middle of acute dental care when your coverage begins, please contact your Member Service Specialist at 866-644-5444 to assure continuity of care. You may also request a copy of the Dental Health Services policy describing the process for continuity of care, including review of request to continue care with your existing provider (dentist).

Choosing Your Dentist

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PARTICIPATING DENTISTS YOU MAY RECEIVE CARE.

Covered services are only provided by dentists who are contracted by Dental Health Services. Simply select one of the dental locations from your *UTU Directory of Participating Dentists* as your "Designated Dental Center" and include the dental office number on your enrollment card. If you do not select a dentist when you enroll, a dentist may be selected for you. Please call your Trust Fund at 213-624-6487 or 626-962-1762 to request changes.

Our dentists are compensated by periodic payments based on membership and/or supplemental copayments based on procedures completed. Except for shared risk arrangements involving specialty services, financial bonuses or incentives for performing or withholding professionally approved services are not used. If you wish to know more about these issues, you may request additional information from Member Services or your Dental Health Services contracted dentist.

All dental care is received from the dentist you select, except in the case of an out-of-area emergency, or if you are referred to a specialist.

Changing Dentists

If you wish to change your dentist at any time, simply contact the Administrative Office of your Trust Fund at 213-624-6487 or 626-962-1762. Requests received by the 10th of the current month, will be eligible on the 1st of the month. If received after the 10th, you will be eligible on the 1st of the following month.

Making an Appointment

Advance appointments are required for all dental services except emergencies. Dental offices are usually open from approximately 8:30 am until 5 pm. Monday through Friday. Some are open in the morning on Saturdays. Please contact your participating dental office to verify their working hours.

You may make an appointment with your selected dentist as soon as you receive confirmation of your eligibility. For your convenience, call your selected dental office directly to schedule appointments. Routine appointments will be scheduled within a reasonable time. Your plan covers care provided only by your selected dentist, except in the case of an out-of-area emergency. Medically necessary covered benefits to relieve pain, bleeding, or swelling will be provided.

Please keep your appointment. The dentist's time is as valuable as your time. When you make an appointment and fail to keep it, this affects the continuity of your treatment as well as your coworkers'. If you need to cancel, please call as soon as you realize that you will not be able to keep your appointment. If possible, call your dental office at least 24 hours prior to your scheduled appointment time. If a pattern of broken appointments develops, a penalty may be assessed.

All referrals for specialist services must be pre-authorized by Dental Health Services. Your treatment is approved and rendered by the dental office according to your plan benefits. If treatment authorization is denied, you may contact Dental Health Services or your Trust Fund (see *Grievance Procedure*).

Facilities

Each dental office establishes its own policies, procedures and hours. Please call your selected office for specific hours of operation. All participating provider offices are expected to maintain 24-hour emergency communication accessibility. Once your "Designated Dental Center" is selected from your *UTU Directory of Participating Dentists*, you are not covered at other dental facilities except for emergencies. *UTU Directories of Participating Dentists* are available from your Trust Fund or directly from your Dental Health Services Member Service Specialist.

Emergency Care: In-Area

Palliative care for emergency dental conditions in which acute pain, bleeding, or dental infection exists is a benefit according to your *Schedule of Covered Services and Copayments*.

If you have a dental emergency and need to seek immediate care, first call your Dental Health Services' dentist. Participating dental offices maintain 24-hour emergency communication accessibility and are expected to see you within 24 hours of contacting the dental office or within such lesser time as may be medically indicated. If your dentist is not available, call your Dental Health Services Member Service Specialist. If both the dental office and Dental Health Services cannot be reached, you are covered for emergency care at another Dental Health Services provider or from any other dentist. You will be reimbursed for the cost of emergency palliative treatment less any copayments that apply. Contact your selected provider for follow-up care as soon as possible. If you have a medical emergency, you should get care immediately by calling 9-1-1 or going to the nearest hospital emergency room.

Emergency Care: Out-of-Area

Out-of-area emergency care is emergency palliative dental treatment required by an enrollee when more than 50 miles from any Dental Health Services participating dental center. After your copayments are deducted, your benefit includes up to \$50 per enrollee per incident, with a \$100 annual maximum per family. You must submit an itemized receipt from the dental office that provided the emergency service with a brief explanation, and your member ID number, to Dental Health Services within 30 days. After 30 days, Dental Health Services reserves the right to refuse payment.

Copayments

Copayments are your portion of treatment costs for certain services described in the *Schedule of Covered Services and Copayments*. You are responsible for the copayments for services provided to you and your family. Copayments are payable directly to the dentist when the service is rendered (unless other arrangements are made).

Quality Assurance

We're confident about the care you'll receive because our dentists meet and exceed the highest standards of care – standards demanded by our Quality Assurance program. Before we contract with our dentists, we visit their offices to make sure your needs will be met. Dental Health Services Professional Service Specialists regularly meet and work with our dentists to maintain excellence in dental care.

Liability of Subscriber for Payment

You are not liable for any sums owed by Dental Health Services to a participating dentist. You will be liable for the cost of non-covered services performed by a participating dentist and for services performed by a non-participating dentist (unless previously approved by Dental Health Services).

Optional Treatment

Occasionally, non-covered services, optional upgrade services or elective cosmetic-type treatment may be recommended and/or desired. If you choose a more expensive elective treatment in lieu of a covered benefit, the more expensive, **elective treatment is considered optional.** You are responsible for the cost difference between the covered and optional treatment on a fee-for-service basis. Non-covered services are charged on a fee-for-service basis.

If you have any questions about optional treatment or services you are asked to pay additional for, please contact your Trust Fund or Dental Health Services Member Service Specialist **BEFORE** you begin services or sign any agreements.

Health Plan Benefits and Coverage Matrix

THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE EVIDENCE OF COVERAGE AND PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

Refer to the Schedule of Covered Services and Copayments on the following pages.

Deductibles	Lifetime Maximums
None	None

Professional Services:	Professional Services:
Dentures and Partial	Exam and Preventive
Dentures	Services
Copayments vary by procedure and appear in the enclosed Schedule. Replacements limited to one every 2 years.	No charge for most services. Full mouth X-rays limited to every 3 years.

Professional Services: Periodontic, Endodontic and Oral Surgery Services	Professional Services: Restorative and Crown and Bridge Services
Copayments vary by	Copayments vary by
procedure and appear by	procedure and appear by
procedure in the enclosed	procedure in the enclosed
Schedule.	Schedule.

Professional Services:	Outpatient Office
Specialty Services	Visits
Copayments vary by procedure and appear in the enclosed Schedule.	\$4 per visit

Hospitalization Service	Emergency Health Services
Not covered	Not covered

Ambulance Service	Prescription Drug Coverage
Not covered	Not covered

Durable Medical	Mental Health
Equipment	Services
Not covered	Not covered

Chemical Dependency	Home Health Services
Not covered	Not covered

This Dental Plan does not provide general anesthesia.

These benefits can only be changed by Dental Health Services with the Trust Fund's consent to the proposed changes.

Schedule of Covered Services and Copayments

Services when Performed by a Dental Health Services Dentist UTU Plan

Code Service

Couc	<u>bervice</u>		
Office visi	t (in addition to other services)	4.00	
Diagnostic:			
D0120-70			
D0180	Comprehensive periodontal evaluation		
D0210	Complete series x-rays		
D0220-30	Single periapical film		
D0240	Intraoral - occlusal film		
D0250	Extraoral - first film		
D0260	Extraoral - each additional film		
D0270-4	Bitewings - 1-4 films		
D0277	Bitewings - vertical 7-8 films		
D0330	Panoramic x-rays		
D0460	Pulp vitality tests		
D0470	Diagnostic casts	None	
scaling ar	e: Teeth cleaning (prophylaxis-treatment to include s		
D1110	Prophylaxis - Adult		
D1120	Prophylaxis - Child (up to age 14)		
D1203	Topical application of fluoride (prophylaxis not included) - child	None	
D1204	Topical application of fluoride (prophylaxis not included) - adult (12 and above)		
D1206	Topical fluoride varnish; therapeutic application for	\OIIC	
D1200	moderate to high caries risk patients	None	
D1310	Nutritional counseling for control of dental disease		
D1330	Oral hygiene instructions	None	
D1351	Sealants, per tooth		
21001	comments, per tootal minimum.		
Space Ma	intainers:		
D1510	Unilateral fixed	12.00	
D1515	Bilateral fixed		
D1520	Unilateral removable	12.00	
D1525	Bilateral removable	12.00	
D1550	Recementation of space maintainer	None	
	•		
Amalgam	Restorations: (primary/permanent)		
D2140	Cavities involving - 1 tooth surface		
D2150	Cavities involving - 2 tooth surfaces	None	
D2160	Cavities involving - 3 tooth surfaces	None	
D2161	Cavities involving - 4 or more tooth surfaces	None	
Composit	Composite Resin:		
D2330	1 surface, anterior teeth	None	
D2331	2 surfaces, anterior teeth		
D2332	3 surfaces, anterior teeth	None	
D2335	4 or more surfaces with incisal angle, anterior teeth		
D2390	Composite resin crown, anterior (primary/permanent)	None	
D2391	1 surface, posterior teeth	None	

Code Composit	Service te Resin (cont'd)	Copayment
D2392	2 surfaces, posterior teeth	None
D2392 D2393	3 surfaces, posterior teeth	
D2393 D2394	4 or more surfaces, posterior teeth	
D2394	4 of more surfaces, posterior teem	
	nlays, Onlays & Posts: (there is an additional of	
	bble/gold, $\$50$ for porcelain butt margin, and $\$8$	80 for high
	ld if not deemed necessary by dentist)	
	Metallic inlay/onlay	
D2710-22	Crown - resin-based composite	35.00
D2740	Crown - porcelain/ceramic substrate	
D2750-2	Crown - porcelain fused metal	
D2780-2	Crown - 3/4 cast metal	45.00
D2783	Crown - 3/4 porcelain/ceramic	45.00
D2790-2	Crown - full cast metal	45.00
D2794	Crown - titanium	45.00
D2910/20	Recement inlay/crown	None
D2915	Recement cast or prefabricated post and core	None
D2930-1	Stainless steel crown - primary/permanent tooth	10.00
D2932	Prefabricated resin crown	10.00
D2933	Stainless steel crown with resin	20.00
D2934	Prefabricated esthetic coated stainless steel crown	-
	primary	20.00
D2940	Sedative filling	None
D2950	Core build up, including any pins	None
D2951	Pin retention - per tooth, in addition to restoration	nNone
D2952	Cast post and core in addition to crown	
D2953	Additional cast post per tooth	None
D2954	Prefabricated post and core in addition to crown	
D2955	Post removal	
D2957	Additional prefabricated post per tooth	None
D2970	Temporary crown (fractured tooth)	
D2971	Additional proced. to construct new crown under	existing
	partial	25.00
D2975	Coping	
Endodon	tics:	
D3110	Pulp cap - direct (excluding final restoration)	None
D3120	Pulp cap - indirect (excluding final restoration)	
D3220	Vital pulpotomy	
D3221	Pulpal debridement	
D3230	Pulpal therapy (resorbable filling) - anterior, prima	
	tooth	
D3240	Pulpal therapy (resorbable filling) - posterior, prim	arv
	tooth	
D3310	Anterior root canal treatment	
D3320	Bicuspid root canal treatment	
D3330	Molar root canal treatment (1-4 canals)	20.00
D3331	Canal obstruction treatment, non-surgical	20.00
D3332	Incomplete root canal treatment	
D3333	Internal root repair, perforation defects (due to	
	resorption/decay)	20.00
D3346	Retreatment of root canal treatment, anterior	
20010	or root canal treatment, antenorman	

	U I U Plan
Code	<u>Service</u> <u>Copayment</u>
	tics (cont'd):
D3347	Retreatment of root canal treatment, bicuspid
D3348	Retreatment of root canal treatment, molar
D3351-3	Recalcification, per treatmentNone
D3410-25	Apicoectomy, first root
D3426	Apicoectomy, each additional root
D3430	Retrograde filling, per rootNone
D3450	Root amputation, per rootNone
D3950	Canal prep with performed dowel/postNone
Periodont	
	wing Periodontal services require a referral to a Dental
	ervices Periodontist*:
D4210	Gingivectomy, 4 teeth
D4211	Gingivectomy, 1-3 teeth
D4230	Anatomical crown exposure, 4 or more teeth200.00
D4231	Anatomical crown exposure, 1-3 teeth
D4240	Gingival flap with root planning, 4 teeth200.00
D4241	Gingival flap with root planning, 1-3 teeth
D4245	Apically positioned flap300.00
D4249	Crown lengthening
D4260	Osseous surgery, 4 teeth
D4261	Osseous surgery, 1-3 teeth
D4274	Distal or proximal wedge
D4341	Scaling and root planing, 4+ teeth, per quadNone
D4342	Perio scaling and root planing, 1-3 teeth, per quadNone
D4355	Full mouth debridement for diagnosisNone
D4381	Chemotherapeutic agents, controlled release, (Arestin,
	Doxycydline, Perio chip, etc.) per tooth25.00
D4910	Periodontal maintenance proceduresNone
* Periodonta	al surgical procedures are limited to four quadrants every two years. Surgical
treatments a	re performed within a specialist setting.
Dentures	(add lab cost of any gold)
	(add lab cost of any gold) Complete upper or lower denture45.00
	Immediate upper or lower denture 45.00
D5130/40 D5211/2	11
D5211/2 D5213/4	Partial upper/lower, clasps and teeth
D5215/4 D5225	Partial upper/lower with chrome, clasps and teeth
	Maxillary partial denture - flexible base (incl. clasps, rests) 245.00
D5226	Mandibular partial denture - flexible base (incl. clasps,
D5281	rests)
Adjustme	nt, Repair and Reline Dentures:
D5410-22	Adjust complete or partial denture - upper/lowerNone
D5510	Repair complete denture base
D5520	Replace missing or broken teeth - complete denture, per
	tooth
D5610	Repair resin denture base - partial
D5620	Repair cast framework - partial
D5630	Repair clasp, per clasp
D5640	Replace broken teeth, per tooth
D5650	Add tooth to existing partial, per tooth
D5660	Add clasp to existing partial, per clasp
	10

<u>Code</u>	<u>Service</u>	Copayment		
Dentures (cont'd)				
D5670-1	Replace all teeth/resin, partial, upper/lower	30.00		
D5710-21	Rebase denture	10.00		
D5730-41	Office reline	10.00		
D5750-61	Lab processed reline	10.00		
D5810-21	Interim denture with anterior teeth	None		
D5850-1	Tissue conditioning	None		
Bridges: (there is an additional charge of \$50 for noble/gold, \$50 for porcelain butt margin, and \$80 for high noble/gold if not deemed				
	by dentist)			
D6205	Pontic - indirect resin based composite	45.00		
D6210-2	Pontic - cast metal			
D6214	Pontic - titanium	35.00		
D6240-2	Pontic - porcelain fused metal			
D6245	Pontic - porcelain/ceramic			
D6250-2	Pontic - resin with metal			
D6545	Maryland bridge retainer, per unit	45.00		
D6548	Porcelain/ceramic resin bonded	45.00		
D6600-1	Inlay - porcelain/ceramic, 2+ surfaces	35.00		
D6602-7	Inlay - cast metal, 2+ surfaces	35.00		
D6608-9	Onlay - porcelain/ceramic, 2+ surfaces	35.00		
D6610-15	Onlay - cast metal, 2+ surfaces			
D6624	Inlay - titanium			
D6634	Onlay - titanium			
D6710	Crown - indirect resin-based composite			
D6720-2	Crown - resin with metal			
D6740	Crown - porcelain/ceramic			
D6750-2	Crown - porcelain fused metal			
D6780-92	Full or ³ / ₄ cast crown			
D6794	Crown - titanium			
D6930	Recement bridge			
D6970-1	Cast post and core			
D6972	Prefabricated post and core			
D6973	Core build up			
D6975	Coping, metal			
D6976	Additional cast post, per tooth			
D6977	Additional prefabricated post, per tooth	None		
Oral Surg	OF17*			
D7111	Extraction coronal remnants, primary tooth	None		
D7140	Extraction, tooth or root			
D7210	Surgical extraction			
D7220	Removal of impacted tooth (soft tissue)			
D7230	Removal of impacted tooth (partial bony)			
D7240-1	Removal of impacted tooth (complete bony)			
D7250	Surgical removal of residual tooth roots			
D7270	Tooth reimplantation (accident)			
D7280	Surgical exposure of impacted tooth			
D7310/20				
D7311	Alveoloplasty in conjunction w. extractions (1-3			
	quad)			
	1 /			

Code	Service Copayment		
Oral Surgery (cont'd):			
D7321	Alveoloplasty not in conj. w. extractions (1-3 teeth/quad) . None		
D7471	Removal of exostosisNone		
D7510	Incision and drainage of abscess, intraoralNone		
D7511	Incision and drainage of abscess, intraoral - complicated 50.00		
D7960	FrenulectomyNone		
D7963	FrenuloplastyNone		
D7971	Excision of pericoronal gingivaNone		
Other:			
D9110	Emergency treatment DURING office hoursNone		
D9210-5	Local anesthesiaNone		
D9310	Second opinion consultationNone		
D9430	Office visit for observationNone		
D9440	Emergency treatment AFTER office hoursNone		
D9450	Case presentation, detailedNone		
D9630	Other drugs/medicaments, intra-sulcular irrigation (peridex,		
	chlorhexidine, flouride, betadine, etc.), per quad25.00		
D9910	Application desensitizing medicamentNone		
D9911	Desensitizing resin, cervical/root, per toothNone		
D9940	Occlusal Guard		
D9971	Odontoplasty, 1-2 teeth		
	Failed (no show) appointment without 24 hour noticeNone		
	Additional failed (no show) appointments without 24 hour		
	notice within the current contract year		

Prenatal program (contact us for more information)

Services when performed by a Dental Health Services Orthodontist Please contact your Member Service Specialist at 800-644-5444 for a referral to a contracted orthodontist. There are additional fees for orthodontic care.

Orthodontics:

ntics:			
Consultation feeNone			
Initial, mid and final records if performed at a UTU select			
office80.00			
Full banded, 12-24 mo. tx, child, UTU select offices 500.00			
Full banded, 12-24 mo. tx, adult, network office1850.00			
Full banded, 12-24 mo. tx, adult, UTU select offices 1650.00			
Full banded, less than 12 mo. tx, child, UTU select office 350.00			
Full banded, less than 12 mo. tx, adult, network office 1650.00			
Full banded, less than 12 mo. tx, adult, UTU select offices1450.00			
Partial banded, child, preventive orthodontics			
Partial banded, child, interceptive orthodontics			
Partial banded, adult, network office1450.00			
Partial banded, adult, UTU select offices1250.00			
Retention appliance, after ortho treatment, per arch50.00			
Mixed dentition Phase 1 therapy			
Rapid palatal expansion			
Functional appliance (Bionator, Frankel)			
Headgear			
Palatal expansion (not fixed expansion)			
Simple crossbite			

Many orthodontic appliances and services not listed here are available at additional copayments. Orthodontic care is available through a special program provided for children (age 10 to 19) and adults of full-time employees. Treatment is provided at numerous offices and additional "network" offices for adults are available. For further information, call Dental Health Services at 866-644-5444.

The cost difference between covered benefits and procedures not included in this schedule will be charged to patients choosing optional treatments.

EXCLUSIONS

The following services are not covered by your dental plan:

Services that are not consistent with professionally recognized standards of practice.

Optional services: when the patient selects a plan of treatment that is considered optional or unnecessary by the attending dentist, the additional cost is the responsibility of the patient.

Cosmetic services, for appearance only.

Services related to implants or attachments to implants.

General anesthesia, including intravenous and inhalation sedation.

Dispensing of drugs not normally supplied in a dental office.

Hospitalization charges, dental procedures or services rendered while patient is hospitalized.

Replacement of lost or broken orthodontic or removable prosthodontics (denture) appliances.

Myofunctional and TMJ therapy: procedures for treating/training temporomandibular (jaw) joint or muscle disorders.

Procedures, appliances or restorations (other than fillings) that are necessary for full mouth rehabilitation, to increase arch vertical dimension, or crown/bridgework requiring more than 10 crowns/pontics. Procedures performed by a prosthodontist.

Treatment for malignancies, neoplasms (tumors) and cysts.

Dental procedures that cannot be performed in the dental office due to the general health and/or physical limitations of the member.

Expenses incurred for dental procedures initiated prior to member's eligibility with Dental Health Services, or after termination of eligibility.

Services that are reimbursed by a third party such as a medical insurance/health plan or other third party indemnification.

Setting of a fracture or dislocation, surgical procedures related to cleft palate, micrognathia or macrognathia, and surgical grafting procedures.

Coordination of benefits with another prepaid managed care dental plan.

Orthodontic photographs.

Surgical intervention in orthodontic cases.

Changes in orthodontic treatment necessitated by an accident of any kind and retreatment of orthodontic cases.

Malocclusions so severe or mutilated which are not amenable to routine orthodontic therapy.

Services not specifically covered on the Schedule of Covered Services and Copayments.

LIMITATIONS ON BENEFITS

Restrictions on benefits are applied to the following services:

Treatment of dental emergencies is limited to treatment that will alleviate acute symptoms and does not include definitive restorative treatment such as root canal treatment or crowns.

Routine teeth cleaning (prophylaxis) is limited to once every six months unless additional cleanings are recommended by your dentist. Full mouth x-rays are limited to one set every three years if needed.

Covered specialist referrals must be pre-approved by Dental Health Services.

There are additional charges for precious/noble metals (gold) if not deemed necessary for the patient's health by the attending dentist.

Prosthodontics - replacement will be made of any existing appliance (dentures, etc.) only if it is unsatisfactory and cannot be made satisfactory. Prosthetic appliances will be replaced only after two years have elapsed from the time of delivery.

Single unit inlays and crowns are a benefit as provided above only when the teeth cannot be adequately restored with other restorative materials.

Fixed bridges are not a benefit for patients under the age of sixteen, in the presence of non-supportive periodontal tissue, when edentulous spaces are bilateral in the same arch, when more than

four teeth in an arch need to be replaced, to replace missing third molars, or when the prognosis is poor.

Orthodontic fees are based on treatment up to 24 months. Additional treatment or treatment that extends beyond that time may be subject to additional charges.

Services that do not follow Dental Health Services' Benefit Guidelines included in your Trust Fund's Group Service Agreement.

Periodontal scaling and root planing is limited to four quadrants every six months and periodontal surgical procedures are limited to four quadrants every two years.

Second Opinions

Second dental opinions are a covered benefit and will be approved. Please contact Dental Health Services Member Services if you wish to arrange for a second dental opinion. Appointment arrangements will be made within five days for routine second opinions, within 72 hours for serious conditions and immediately for emergencies.

Continuity of Care

If you are currently in the middle of treatment and your current participating dentist is terminated or you are joining Dental Health Services as a new enrollee, you may have a right to keep your current dentist for a designated period of time. Please contact your Member Service Specialist at **866-644-5444 or www.dentalhealthservices. com** for assistance and to request a copy of Dental Health Services' Continuity of Care Policy.

New Members

You may request continuation of covered services for certain qualifying conditions from your non-participating dentist. Your request must be made within 30 days of enrolling. If a good cause exists, an exception to the 30-day time limit will be considered. Dental Health Services, at the request of an enrollee, will provide the completion of covered services for treatment of certain qualifying conditions if the covered services were being provided by a nonparticipating dentist to a newly covered enrollee at the time his or her coverage became effective. This policy does not apply to a newly covered enrollee covered under an individual subscriber agreement.

Current Members

You may request continuation of covered services for certain qualifying conditions from your participating dentist in the event that dentist's contract is terminated. Dental Health Services, at the request of an enrollee, will provide the completion of covered services for treatment of qualifying conditions if the services are provided by a dental office that is no longer contracted with Dental Health Services. Your request must be made within 30 days of enrolling. If a good cause exists, an exception to the 30-day time limit will be considered.

Qualifying Conditions

The enrollee has a right to complete covered services if his or her condition falls within one of the qualifying categories listed below:

- Completion of covered services shall be provided for the duration of an acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and has a limited duration;
- Completion of covered services for an enrollee newborn child between birth and age 36 months, not to exceed 12 months from the contract termination date for current enrollees or 12 months from the effective date of coverage for a newly covered enrollee;
- Performance of a surgical or other procedure that is authorized by the plan as part of a documented course of treatment and has been recommended and documented by the dentist to occur within 180 days of the dentist's contract termination for current enrollees or 180 days from the effective date of coverage for newly covered enrollees.

All services are subject to Dental Health Services' consent and approval, and agreement by the terminated provider, consistent with good professional practice. You must make a specific request to continue under the care of your current dental provider. Dental Health Services is not required to continue your care with the dental office if you are not eligible under our policy or if we cannot reach agreement with the dentist on the terms regarding your care in accordance with California law. If you have further questions, you are encouraged to contact the Department of Managed Health Care, which protects HMO consumers, by telephone at its toll-free number, 888-HMO-2219, at a TDD number for the hearing impaired at 877-688-9891, or online at www.hmohelp.ca.gov.

Coordination of Benefits

Benefits of this dental coverage will be coordinated with the benefits of any indemnity dental coverage that you may have. This plan does not coordinate benefits with other prepaid plans. The total payments by all the programs or policies involved will not be greater than the total cost of services rendered.

Termination of Coverage

Coverage of an individual member may be terminated for any of the following reasons:

- Termination of the agreement with the Trust Fund;
- Failure of a member to meet the eligibility requirements;
- Failure of the subscriber to pay applicable copayments when due;
- Material misrepresentation (fraud) in obtaining coverage;
- Permitting the use of a Dental Health Services membership card by another person, or using another person's membership card to obtain care to which one is not entitled;
- Failure to establish a satisfactory dentist/patient relationship with a Dental Health Services dentist as determined by the inability and/or refusal of two different Dental Health Services dentists to treat the member;
- Failure of the Trust Fund to pay premium in a timely manner:
- Failure to observe civil behavior in dealings with the plan or dentists.

Coverage for a subscriber and his/her dependents will terminate at the end of the month during which the subscriber leaves the employment of the group or otherwise ceases to be eligible for coverage, except for any of the reasons above, when termination is immediate. In the event coverage is terminated, the member shall become liable for charges resulting from treatment received after termination.

Termination Due to Nonpayment

Benefits under your plan depend on premium payments staying current. Enrollment will be cancelled as of the last day for which payment has been received, subject to compliance with notice requirements. Any service(s) then "in progress" will be completed within 30 days with the member's cooperation. Member will remain liable for the scheduled copayment, if any. We encourage you to make individual arrangements with your dentist for continuing the diagnosed services if group benefits are terminated. You may also contact your Member Service Specialist to receive information about Dental Health Services' SmartSmileSM Individual Dental Plan.

Review of Termination

If you believe your membership was terminated by Dental Health Services solely because of ill health or your need for care, you may request a review of the termination from Dental Health Services' corporate office. You may also request a review from the Department of Managed Health Care.

Renewal Provisions

The group contract may be extended or renewed from year-to-year after its initial period by the execution and exchange of a memorandum between Dental Health Services and your Trust Fund. The renewed contract will reflect any changes in terms and/or conditions as agreed upon by Dental Health Services and your Trust Fund. This may affect your copayment and/or premium fees. You may obtain information about these charges, if any, during your open enrollment period or by contacting your Member Service Specialist at **866-644-5444**.

Individual Coverage

Your coverage ceases on the last day of the month in which you are eligible and for which premiums have been paid. When membership ceases due to loss of eligibility, you may join Dental Health Services' Individual Dental Plan, without evidence of acceptability, by contacting your Member Service Specialist. Dental Health Services will issue an individual membership plan application. The effective date of individual coverage shall commence at the time the group membership coverage ends if timely premium is received. You may call Member Services for information about individual dental plans.

COBRA (Consolidated Omnibus Budget Reconciliation Act)

If you qualify for continuing coverage through COBRA, Dental Health Services can provide ongoing benefits through your Trust Fund. Please contact your Trust Fund or Dental Health Services for additional information.

COBRA Definitions:

Continuation Coverage: extended coverage under the Dental Health Services Dental Plan in which an Eligible Employee or Eligible Dependent is currently enrolled, or, in the case of a termination of the dental plan or an employer open enrollment period, extended coverage under the group dental plan currently offered by the employer.

Eligible Employee: a person eligible to participate as a subscriber in the Dental Health Services health plan contracted by his/her employer.

Eligible Dependent: a person, other than the covered employee, qualifying for coverage as an enrollee under the terms of such a group contract.

Qualified Beneficiary: any individual who, on the day before the occurrence of a "qualifying event" is an enrollee in a Dental Health Services dental plan and has one or more of the following occur:

- Death of the covered employee;
- Loss of eligible employee status by termination or reduction in hours of employment, except that termination for gross misconduct is not a qualifying event;
- Divorce or legal separation of the covered employee from the covered employee's spouse;
- Loss of dependent status by an enrollee who is a dependent;
- With respect to a covered dependent, the covered employee's entitlement to benefits under Medicare.

If you are eligible as a qualified beneficiary and desire continuation coverage with Dental Health Services, you must request the continuation coverage in writing. In order to qualify, Dental Health Services must receive the notice within 60 days following the latter of:

- The date your coverage under the Dental Health Services dental plan terminated or will terminate by reason of a qualifying event, or
- The date you were sent notice from Dental Health Services, or from the Trust Fund, setting forth necessary premium information, enrollment forms and other information necessary to allow you to formally select continuation coverage.

If you elect continuation coverage you must pay the appropriate premium to the Trust Fund within 60 days from the date you gave notice of your election to continue coverage. Your payment must equal an amount sufficient to pay all premiums due at that time. Failure to submit the correct premium amount within the 60-day period will disqualify you and your dependents from receiving continuation coverage.

If you are a qualified beneficiary and receiving continuation coverage from a dental plan, and if that coverage terminates because the dental plan contract with your Trust Fund is terminated, you may continue coverage under the successor plan for the balance of the period that you would have remained covered under the terminated plan. However, continuation coverage shall terminate if you fail to comply with the requirements pertaining to enrollment in and payment of premiums to the new dental plan within 30 days of receiving notice of termination of the prior dental plan.

Dental Health Services may contract with your Trust Fund to perform administrative functions in connection with continuation coverage. If you experience a qualifying event you should, as a precaution, send the required notification to both Dental Health Services and your Trust Fund.

If you have any questions concerning continuation coverage, you may contact your Member Service Specialist at **866-644-5444**.

Member Service

Dental Health Services is partly owned by its employees; they join management in making great efforts to see that you are served well. If you have questions, concerns, comments, or complaints about our services, personnel, or facilities, please comment in writing or by phone. Inquiries affecting emergency services are responded to immediately. In an urgent situation decisions regarding care will be made within 72 hours. Decisions affecting routine services are made within five business days. When Dental Health Services is unable to receive all the information necessary for a decision, the member and the provider are notified within five business days of the progress.

All communication should be directed to:

Dental Health Services

Member Service 3833 Atlantic Avenue Long Beach, CA 90807-3505 866-644-5444

Grievance Procedure

You should (although it is not required) first discuss any grievance with your dentist. For assistance, you may contact your Dental Health Services Member Service Specialist by calling 866-644-5444, mailing a letter, or by submitting electronically www.dentalhealthservices.com.

Dental Health Services will resolve the grievances, including all levels of appeal, within 30 days of recieving the grievance or notification. Grievances involving emergency care are addressed immediately and responded to in writing within three days. Should you be unhappy with the decision, you may request a review by notifying Dental Health Services in writing. Voluntary mediation is available by submitting a request to Dental Health Services.

The following is the exact language and notice as required by the Department of Managed Health Care (DMHC) and it is important to note that, although this refers to "Health Plans", it also includes your dental plan - Dental Health Services. We are here to help you. Please contact us and allow one of our caring and helpful Member Service Specialists to assist you.

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your Health Plan, you should first telephone your Health Plan at 866-644-5444 and use your Health Plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your Health Plan, or grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a Health Plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (888-HMO-2219) and a TDD line (877-688-9891) for the hearing and speech impaired. The Department's Internet Web site http://www.hmohelp.ca.gov has complaint forms, IMR application forms and instructions online.

For additional information, please contact the Dental Health Services Member Services department or your Trust Fund administrator.

Confidentiality and Privacy Notice

Dental Health Services is devoted to protecting your privacy and the confidentiality of your dental, medical, and personal health information that we may obtain or to which we have access. We do not sell our client information. Your personal information will not be disclosed to nonaffiliated third parties, unless permitted or required by law, or authorized in writing by you.

Throughout this Notice, unless otherwise stated, your medical and dental health information refers to only health information created or received by Dental Health Services and identified in this Notice as Protected Health Information (PHI). Please note that your dentist maintains your dental records, including payments and charges. Dental Health Services will have a record of this portion of your PHI only in special or exceptional circumstances.

Dental Health Services' privacy policies describe who has access to your PHI within the organization, how it will be used, when your PHI may be disclosed, safeguards to protect the privacy of your PHI and the training we provide our employees regarding maintaining and protecting your privacy.

When may Dental Health Services disclose my PHI without my authorization?

Dental Health Services is permitted by law to use and disclose your PHI, without your authorization, for purposes of payment and health care administration.

Payment purposes include activities to collect premiums and to determine or maintain coverage. These include using PHI in billing and collecting premiums, and related data processing including how your dentist obtains pre-authorization for certain dental services. For example, Dental Health Services periodically conducts quality assurance inspections of your dentist's office and during such visits may review your dental records as part of this audit.

Health Care Administration means basic activities essential to Dental Health Services' function as a licensed Health Care Service Plan, and includes reviewing the qualifications and competence of your dentist; evaluating the quality of his/her services; providing subscriber services and information including answering enrollee inquiries but without disclosing PHI. Dental Health Services may, for example, review your dentist's records to determine if the copayments being charged by the office comply with the contract under which you receive dental coverage.

In addition, Dental Health Services is permitted to use and disclose your PHI, without your authorization, in a variety of other situations, each subject to limitations imposed by law. These situations include, but are not limited to, the following uses and disclosures:

- public health activities;
- · concerning victims of abuse, neglect or domestic violence;
- · health oversight agency;
- judicial and administrative proceedings including the defense by Dental Health Services of a legal action or proceeding brought by you;
- law enforcement purposes, subject to subpoena or law;
- Workers' Compensation purposes;
- parents or guardians of a minor; and
- persons or entities who perform services on behalf of Dental Health Services and from whom Dental Health Services has received contractual assurances to protect the privacy of your PHI.

Is Dental Health Services ever required to get my permission before sharing my PHI?

Uses and disclosures of PHI other than those required or permitted by law will be made by Dental Health Services only with your written authorization. You may revoke any authorization given to Dental Health Services at any time by written notice of revocation to Dental Health Services, except to the extent that Dental Health Services has relied on the authorization before receiving your Does my employer ever have the right to access my PHI? If you are an enrollee under a plan sponsored by your employer, Dental Health Services will not disclose PHI to your employer except under the following conditions:

- you sign an authorization for release of your medical/ dental information, or
- health care services were provided with specific prior written request and expense of the employer, and are relevant in a grievance, arbitration or lawsuit, or describe limitations entitling you to leave from work or limit work performance.

Any such disclosure is subject to Dental Health Services' "minimum necessary" disclosures policy.

What is Dental Health Services' "Minimum Necessary" Policy?

Dental Health Services uses reasonable efforts to limit the use and disclosure of your PHI to the minimum necessary to accomplish the purpose of the use or disclosure. This restriction includes requests for PHI from another entity, and to requests made by Dental Health Services to other entities. This restriction does not apply to requests by:

- your dentist for treatment purposes;
- you; or
- disclosures covered by an authorization you provided to another entity.

You may request Dental Health Services to restrict uses and disclosures of your PHI in the performance of its payment or health care operations. However, a written request is required. Your health is the top priority and Dental Health Services is not required to agree to your requested restriction. If Dental Health Services agrees to your requested restriction, the restriction will not apply in situations involving emergency treatment by a health care provider.

Dental Health Services will comply with your reasonable requests that you wish to receive communications of your PHI by alternative means or at alternative locations. Such requests must be made to Dental Health Services in writing.

You have a right, subject to certain limitations, to inspect and copy your PHI. Your request must be made in writing. Dental Health Services will act on such request within 30 days of receipt of the request.

You have the right to amend your PHI. The request to amend must be made in writing, and must contain the reason you wish to amend your PHI. Dental Health Services has the right to deny such You have the right to receive an accounting of disclosures of your PHI made by Dental Health Services for up to 6 years preceding such request subject to certain exceptions provided by law. These exceptions include, but are not limited to:

- disclosures made for payment or health care operations purposes, and
- disclosures occurring prior to February 26, 2002.

Your request must be made in writing. Dental Health Services will provide the accounting within 60 days of your request but may extend the period for up to an additional 30 days. The first accounting requested during any 12-month period will be made without charge. There is a \$25 charge for each additional accounting requested during such 12-month period. You may withdraw or modify any additional requests within 30 days of the initial request in order to avoid or reduce the fee.

You have the right to receive a copy of this Notice, and any amended Notice, upon written or telephone request made to Dental Health Services.

All written requests for the purposes described in this section, and all other written communications to Dental Health Services desired or required by this Notice, must be delivered to Dental Health Services, 3833 Atlantic Ave., Long Beach, CA 90807 by any of the following means:

- personal delivery;
- e-mail delivery to customercare@dentalhealthservices.com;
- first class or certified U.S. Mail; or
- overnight or courier delivery, charges prepaid.

What duties does Dental Health Services agree to perform?

Dental Health Services will maintain the privacy of your PHI and provide you with notice of its legal duties and privacy practices with respect to PHI. Dental Health Services will abide by the terms of this Notice and any revised Notice, during the period that it is in effect.

Dental Health Services reserves the right to change the terms of this Notice or any revised notice. Any new terms shall be effective for all PHI that it maintains including PHI created or received prior to the effective date of the new terms. Each time Dental Health Services makes a revised Notice, it shall 1) post it on its website, www.dentalhealthservices.com and 2) distribute a written copy

What if I am dissatisfied with Dental Health Services' compliance with HIPAA (Health Insurance Portability and Accountability Act) privacy regulations?

You have the right to express your dissatisfaction or objection to Dental Health Services in writing and to the Secretary of HHS if you believe your privacy rights have been violated. Grievances to Dental Health Services must be made in writing to Dental Health Services, 3833 Atlantic Ave., Long Beach, CA 90807, Attn: Privacy Officer.

Your written dissatisfaction must describe the acts or omissions you believe to be in violation of the provisions of this Notice or applicable laws. Your written objection to HHS or Dental Health Services must be filed within 180 days of when you knew or should have known of the act or omission. You will not be penalized or retaliated against for communicating your dissatisfaction. We are eager to assist you.

Who should I contact if I have any questions regarding my privacy rights with Dental Health Services?

You may obtain further information regarding your PHI privacy rights by contacting your Dental Health Services Member Service Specialist at **866-644-5444** during regular office hours or at www.dentalhealthservices.com.

Public Policy Committee

As a member of a Dental Health Services dental plan, your concerns about benefits and services that Dental Health Services offers are important to us. Dental Health Services' Public Policy Committee reviews member needs and concerns, and recommends improvements to the plan. At any time, you are welcome to send your comments in writing to the Dental Health Services Public Policy Committee.

Remember, your ideas are valuable and can help Dental Health Services provide an even better dental plan for you and your family. Thank you!

Organ Donation

Dental Health Services is committed to promoting the life-saving practice of organ donation. We encourage all of our members to give the gift of life by choosing to become organ donors. Valuable information on organ donation and related health issues can be found on the Internet at www.organdonor.gov or visit your local DMV office for a donor card.

UTU-MTA Health & Insurance Benefit Trust Fund

15999 Cypress Avenue Irwindale, CA 91706 213-624-6487 626-962-1762 www.utu-mtatrustfund.com

Dental Health Services

3833 Atlantic Avenue Long Beach, CA 90807-3505 www.dentalhealthservices.com

Member Services-UTU Member Hotline

866.644.5444 customercare@dentalhealthservices.com

A Great Reason to Smile