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# **Evidence of Coverage (HMO)**

Dental, Individual

UnitedHealthcare Dental®

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## Welcome to UnitedHealthcare Dental (UHC Dental)

### WHAT IS THIS PUBLICATION?

This publication is called an Individual HMO Subscriber *Agreement/Combined Evidence of Coverage and Disclosure Form (Agreement and EOC)*. It is a legal document that explains your dental care plan and should answer many important questions about your benefits. Many of the words and terms are capitalized because they have special meanings. To better understand these terms, please see *Section Ten: Definitions*.

Whether you are the Subscriber of this coverage or enrolled as a Dependent, your Agreement and Combined Evidence of Coverage and Disclosure Form is a key to making the most of your membership. You'll learn about important topics like how to select an Assigned Dental Provider Group and what to do if you need Emergency Dental Services.

### WHAT ELSE SHOULD I READ TO UNDERSTAND MY BENEFITS?

Along with reading this publication, be sure to review your Schedule of Benefits. Your Schedule of Benefits provides the details of your particular Dental Plan, including any Copayments that you may have to pay when obtaining a dental service. Together, these documents explain your coverage. It is your responsibility to understand your coverage and use your benefits appropriately.

This *Agreement and Combined Evidence of Coverage and Disclosure Form and Schedule of Benefits* provides the terms and conditions of your coverage with UHC Dental and all applicants have a right to view these documents prior to enrollment. The *Agreement and Combined Evidence of Coverage and Disclosure Form* should be read completely and carefully.

**By enrolling in and accepting dental services under this Dental Plan, Members agree to abide by all terms and conditions of this Agreement and EOC.**

### WHAT IF I STILL NEED HELP?

After you become familiar with your benefits, you may still need assistance. Please don't hesitate to call our Customer Service Department at 1-800-228-3384 or TTY: 1-877-735-2929

A STATEMENT DESCRIBING UHC DENTAL'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO MEMBERS UPON REQUEST.

You may correspond with UHC Dental at the following address:

UnitedHealthcare Dental CA152-0258  
P.O. Box 25187  
Santa Ana, California 92799-5187  
1-800-228-3384  
1-877-735-2929 (TTY).

Visit our website @ [www.myuhcdental.com](http://www.myuhcdental.com)  
(Network: CA DHMO-Legacy PacifiCare)

## 1. Getting started

### CHOOSING A PARTICIPATING DENTAL PROVIDER GROUP (CHOICE OF PROVIDERS)

One of the first things you do when joining UHC Dental is to select a Participating Dental Provider Group from the Provider Directory, which lists dental offices covered under your Dental Plan. When selecting a Participating Dental Provider make certain your Provider is located within a thirty (30) mile radius of either your Primary Residence or Primary Workplace and write your office selection on your Enrollment Application. When you enroll in the Dental Plan, if the office you selected is not available, or you fail to select an office, we will assign a dental office to you. If you wish to select another dental office, you may contact Customer Service at the number listed below.

Once you select a Participating Dental Provider Group or we assign a participating dental office to you, you can make an appointment by simply calling that office. The name, address, and phone number of your Assigned Dental Provider Group appears on your UHC Dental I.D. Card. If you have any further questions regarding location, office hours or emergency hours or other participating providers in your area, or to request a copy of the Provider Directory, you may contact Customer Service at 1-800-228-3384 or 1-877-735-2929 (TTY) to receive additional information. You may also obtain an online version of the Directory at [www.myuhcdental.com](http://www.myuhcdental.com) (Network: CA DHMO-Legacy PacifiCare). If you have questions about the days and hours your Assigned Dental Provider Group is open, please feel free to contact them directly.

### LIABILITY OF MEMBERS FOR PAYMENT

Dental benefits are covered only if dental services are obtained from your Assigned Dental Provider Group, or are provided as Emergency Dental Services as described in [Section Three: Emergency Dental Services](#). The fees for any dental procedures not provided by your Assigned Dental Provider Group or not provided as Emergency Dental Services may be the responsibility of the Member at the Provider's billed charges.

### WHEN YOUR COVERAGE BEGINS

Your Dental Plan coverage will begin on the 1st of the month, at your Assigned Dental Provider Group, IF:

- You were enrolled before the 1st of the month, AND
- UHC Dental has received your payment for your first month's benefits.

### CONTINUITY OF CARE:

#### CONTINUITY OF CARE FOR NEW MEMBERS

Under certain circumstances, new Members of UHC Dental may be able to temporarily continue receiving services from a Non-Participating Provider. This transition assistance is intended for new Members who upon their effective date of coverage, are undergoing treatment for an Acute Condition or Serious Chronic Condition with a Non-Participating Provider, or are scheduled for a surgery or other procedure that is authorized by UHC Dental as part of a documented course of treatment and has been recommended and documented by a Non-Participating Provider to occur within 180-days of the Member's effective date of coverage.

If you're a new Member and believe you qualify for continuity of care, please call the Customer Service Department at 1-800-228-3384 or 1-877-735-2929 (TTY) and request the form "Continuity of Care for New Enrollees Request." Complete and return this form to UHC Dental as soon as possible. Upon receiving the completed form, UHC Dental will review the request in three (3) business days. If you qualify, you will be notified by telephone of the decision and provided with the plan of your care. If you don't qualify, attempts will be made to notify you by telephone of the decision. You will be notified in writing within three (3) business days of the completed review, and alternatives will be offered.

#### CONTINUITY OF CARE WITH A TERMINATED PROVIDER

You may be eligible to continue receiving care from a terminated dental Provider if the Provider didn't voluntarily end its contract with UHC Dental. Continuity of Care shall be provided for those Members who are undergoing treatment for an Acute Condition or a Serious Chronic Condition by a Provider whose contract with the Plan has been terminated, or are scheduled for a surgery or other procedure that is authorized by UHC Dental as part of a documented course of treatment and has been recommended and documented by a terminated Provider to occur within 180-days of the contract's termination date. If you are receiving treatment for any of these conditions, you may contact our Customer Service Department to request continuing treatment by the terminated dental Provider.

Unless the Plan's termination of the Provider's contract is for professional disciplinary reasons as described in California Business and Professions Code §805 (a)(6), or for fraud or other criminal activity, the Plan will allow the Member to continue treatment with the terminated Provider. The terminated Provider must agree in writing to be subject to the same contractual terms and conditions that were in the Provider's contract prior to termination by UHC Dental. Rates for the dentist's services must be similar to rates and methods of payment used by the Plan for currently contracting Providers providing similar services who are not capitated. If these various conditions are not met, you will not be eligible to continue the services of the terminated Provider.

UHC Dental must pre-authorize or coordinate services for continued care. If you have any questions, want to appeal a denial, or would like a copy of UHC Dental's Continuity of Care Policy, call our Customer Service Department.

## 2. Seeing the dentist

### SCHEDULING APPOINTMENTS

To visit your dentist, simply make an appointment by calling your Assigned Dental Provider Group. When you see your dentist you may be required to pay a charge for the visit. This charge is called a Copayment. The amount of a Copayment depends upon the dental service. Your Copayments are outlined in your Schedule of Benefits. More detailed information can also be found in [Section Six: Payment Responsibility](#).

### SECOND OPINIONS

A Member, or his or her treating Assigned Provider, may submit a request for a second opinion to UHC Dental by writing or calling our Customer Service Department at 1-800-228-3384 or 1-877-735-2929 (TTY). Referrals to a Participating Provider for a second dental opinion will be provided when requested. When the Member's condition is such that the Member faces an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb, or other major bodily function; or the normal timeframe for the decision-making process, as described below, would be detrimental to the Member's life or health or could jeopardize the Member's ability to regain maximum function, a request for a second opinion shall be processed in a timely fashion appropriate for the nature of the Member's condition, not to exceed 72 hours after UHC Dental's receipt of the information reasonably necessary and requested by UHC Dental to make the determination. When the Member's condition does not create an imminent and serious threat to his or her health, a request for a second opinion shall be processed in a timely fashion appropriate for the nature of the Member's condition, not to exceed five (5) business days after receipt of the information reasonably necessary and requested by UHC Dental to make the determination. The requesting Assigned Provider will be notified both verbally and in writing within twenty-four (24) hours of the decision. The decision will be communicated to a requesting Member verbally (when possible) and in writing within two (2) business days.

Second dental opinions will be rendered by an appropriately qualified dental professional. An appropriately qualified dental professional is a licensed health care dental Provider who is acting within his or her scope of practice and who possesses the clinical background, including training and expertise, related to the particular illness, disease, condition or conditions associated with the request for a second dental opinion.

If the Member is requesting a second dental opinion about care received from his or her Assigned Dental Provider Group, the second dental opinion will be provided by an appropriately qualified health care professional within the UHC Dental Participating Provider network. [If the Member is requesting a second dental opinion about care received from a Specialist, the second dental opinion will be provided by a Specialist within the UHC Dental Participating Provider network of the same or equivalent specialty.]

A second dental opinion is an examination by an appropriately qualified dental professional documented by a consultation report. The consultation report will be made available to the Member and UHC Dental, and may include an evaluation of previously performed procedures, as well as any recommended procedures or tests that the dental professional providing the second opinion believes are appropriate. If the Provider giving the second dental opinion recommends a particular treatment, diagnostic test or service covered by UHC Dental, the treatment, diagnostic test or service will be provided or arranged by the Member's Assigned Dental Provider Group or by an appropriately qualified dental professional within the UHC Dental Participating Provider network. However, the fact that an appropriately qualified dental professional furnishing a second dental opinion recommends a particular treatment, diagnostic test or service does not necessarily mean that the treatment, diagnostic test or service is a Covered Service under the Member's UHC Dental Plan. All care is subject to the limitations and exclusions listed in this *Agreement and Combined Evidence of Coverage and Disclosure Form*. The Member shall be responsible for paying any dental Copayments, as set forth in the Member's *Schedule of Benefits*, to the UHC Dental Participating Provider who renders the second dental opinion to the Member.

**REFERRAL TO A SPECIALIST - There are no specialty referral benefits under this individual dental plan.**

## 3. Emergency dental services

### What to Do When You Require Emergency Dental Services

#### EMERGENCIES

If you need Emergency Dental Care (for example, due to pain, bleeding or swelling, infection or drainage) you must contact your Assigned Dental Provider Group. If you are outside UHC Dental's Service Area and in need of Urgent Dental Services or if your acute emergent dental condition prevents you from contacting your Assigned Dental Provider Group, you may receive care by any licensed dentist. However, you must use the emergency dentist ONLY for relief of pain, or to immediately diagnose and treat a condition that a reasonable person with no special knowledge of dentistry under the circumstance would believe that, if not given immediate attention, may seriously jeopardize the health of the member, seriously impair bodily functions, or result in serious dysfunction of a bodily organ or part. UHC Dental will cover out of area follow up care by a Non-Participating Provider as long as the care continues to meet the definition of Emergency Dental Care.

We will reimburse you for these covered Emergency Dental Services only, subject to applicable Copayments. To receive reimbursement, you do not have to submit a claim form. All you have to do is send us, within ninety (90) days, the itemized bill, marked "PAID," along with a brief explanation of why the Emergency Dental Services were necessary. We will provide reimbursement within thirty (30) days of receipt.

All reimbursement requests should be mailed to:  
United Healthcare Dental, M/S LC05-0293  
P.O. Box 25187  
Santa Ana, CA 92799

Include the following information:

- Dentist's name
- Nature of problem
- Date of treatment
- Treatment provided
- Itemized charges

## 4. Changing your assigned dental provider

There may come a time when you want or need to change your Assigned Dental Provider Group. This section explains how to make this change, as well as how we continue your care.

### CHANGING YOUR ASSIGNED DENTAL PROVIDER GROUP

You may transfer to another Assigned Dental Provider Group if you have no Treatment In Progress. All Treatment In Progress started at your current Assigned Dental Provider Group should be completed before a change, unless a quality of care issue is identified. If you wish to select another dental office, you may contact Customer Service at 1-800-228-3384 or 1-877-735-2929 (TTY). If you elect to change offices without completing Treatment in Progress, you may be responsible for all billed charges by your new Assigned Dental Provider Group. If you owe your Assigned Dental Provider Group any money, you will be asked to settle your account at the time you transfer.

UHC Dental reviews transfer requests on a case-by-case basis. If you meet the above requirements and call us by the 20th of the current month, your transfer will be effective on the first day of the following month. If you meet the criteria but your request is received after the 20th of the current month, your transfer will be effective the first day of the second succeeding month. For example, if you meet the above requirements and you call UHC Dental on June 17th to request a new Assigned Dental Provider Group, the transfer will be effective on July 1st. If you meet the above requirements and you call UHC Dental on June 21st, the transfer will be effective August 1st.

Transfer of records at the Member's initiation will be subject to a duplication fee of \$.25 per page or \$.50 per page for records that are copied from microfilm and any additional reasonable clerical costs incurred in making the records available. Duplication of x-rays will be subject to a fee of \$10.00 per sheet.

Should a Participating Provider not be available within a reasonable distance from your Primary Residence or Primary Work place, you will be referred by UHC Dental to a Non-Participating Provider and instructed on reimbursement procedures for service costs in excess of Plan Copayments. For reimbursement procedure information, please contact Customer Service at 1-800-228-3384 or 1-877-735-2929 (TTY).

### WHEN WE CHANGE YOUR ASSIGNED PARTICIPATING DENTAL PROVIDER GROUP

Under special circumstances, UHC Dental may require that a Member change his or her Assigned Dental Provider Group. Generally, this happens at the request of the Assigned Dental Provider Group after a material detrimental change in its relationship with a Member. If this occurs, we will notify the Member of the effective date of the change, and we will transfer the Member to another Assigned Dental Provider Group, provided he or she is medically able and there is an alternative Assigned Dental Provider Group available.

UHC Dental will also notify the Member in the event that the agreement terminates between UHC Dental and the Member's Assigned Dental Provider Group. If this occurs, UHC Dental will provide thirty (30) days' notice of the termination. UHC Dental will also assign the Member a new Assigned Dental Provider Group. If the Member would like to select a different Assigned Dental Provider Group, he or she may do so by contacting Customer Service. Upon the effective date of transfer, the Member can begin receiving services from his or her new Assigned Dental Provider Group.

## 5. Your dental benefits

### DENTAL BENEFITS

Your dental benefits include *specific* diagnostic, preventive, restorative, endodontic, periodontic, prosthodontic, oral surgery, and other services, as applicable to your specific UHC Dental plan. You should refer to your *Schedule of Benefits* for a complete list of the Dental Plan's benefits. Services not specifically included in this *Agreement and Combined Evidence of Coverage and Disclosure Form and Schedule of Benefits* are not covered. Listed procedures in the *Schedule of Benefits* are Covered Services only when diagnosed as appropriate treatment by your Assigned Dental Provider Group. For any Copayments that may be associated with a benefit, you should also refer to your *Schedule of Benefits*.

UHC Dental Participating Providers [and contracted Specialists] may offer Members dental services that are not included on the Schedule of Benefits, and for which there are no alternative listed Covered Services. In such cases, the UHC Dental Participating Provider [and contracted

Specialist] may offer the service at the Provider's Billed Charges. For example, if a Participating Provider offers, and the Member consents to cosmetic tooth bleaching, there is no alternative Covered Service and the Participating Provider may charge the Provider's Billed Charges.

UHC Dental Participating Providers will ask all Members to sign an informed consent document detailing the risks, benefits and alternatives to all recommended treatments. The Member may choose the least expensive clinically acceptable procedure (such as extraction and not a crown and root canal therapy). In the performance of recommended dental treatments, outcomes cannot always be accurately predicted. Sometimes, during a specific procedure, an immediate change in treatment may be required. In these instances, the Participating Provider must stop the procedure and fully inform the Member of the change in treatment, risks, and financial impact.

#### **TREATMENT PLAN DECISION-MAKING WHEN TWO OR MORE TREATMENT ALTERNATIVES ARE COVERED SERVICES**

When several Covered Services are treatment alternatives for diagnosed care, each alternative is considered a Covered Service. The determination of which Covered Service best meets the Member's needs is the decision of the Assigned Dental Provider Group in concert with the Member. In such cases, either Covered Service would be available to the Member at the listed Copayment. An example of this situation is the decision with regard to the replacement of a missing tooth. In this scenario, either the removable partial denture or the fixed bridges would be considered Covered Services. The choice would be made by the Assigned Dental Provider Group and Member considering professionally recognized standards of care, clinical condition of each restoration, technical difficulty of both restorative alternatives, and any other factors that may be present with regard to the Member's specific dental condition.

#### **LIMITATION OF BENEFITS**

1. PROPHYLAXIS - Routine cleaning of teeth, including scaling and polishing procedures to remove coronal plaque, calculus and stains, is an allowable preventive benefit once every six months.
2. FULL MOUTH RADIOGRAPHS (x-rays) - Limited to once in any two-year period. Bitewing x-rays are limited to no more than one series of four films in any six-month period.
3. FLUORIDE TREATMENTS - Limited to only once per calendar year.
4. PERIODONTAL SCALING AND ROOT PLANING - Both procedures are allowable only when the need can be demonstrated radiographically and/or by pocket charting. There is a maximum benefit of four quadrants per calendar year.
5. PERIODONTAL MAINTENANCE PROCEDURES - Is a benefit following active periodontal therapy once every six months.
6. PROSTHETICS

##### **A. REMOVABLE PROSTHETICS**

- 1) Temporary or Transitional Dentures - Temporary or transitional full dentures are not a covered benefit. However, with some benefit packages, an exception is made for an anterior stayplate when this interim appliance either:
  - a) Replaces natural, permanent, anterior teeth, during the healing period immediately after extraction or traumatic tooth loss; or
  - b) Replaces extracted or lost natural, permanent, anterior teeth for Members under 16 years of age.
- 2) Laboratory Upgrades including specialized services for Dentures are not covered. Fees to the Member for upgrades will be limited to the additional laboratory fee charged to the dentist by the dental laboratory for the upgrade. Upgrades include, but are not limited to:
  - a) Precious metal for removable appliance framework or a metal base for a full denture;
  - b) Personalization and characterization;
  - c) Specialized materials;
  - d) Specialized services or techniques involving precision attachments or stress breakers.
- 3) Dentures, Replacement, Repairs and Relines
  - a) If an existing permanent denture needs to be repaired and/or relined to be made serviceable, then repairs and/or relines are also a benefit. The addition of denture teeth, repairs and relines of secondary ("back-up", "spare" or "temporary") dentures are not covered benefits.
  - b) Denture adjustments - Adjustments for new dentures are included in the Copayment for the denture for six months following delivery. For existing dentures, or new dentures after the initial six months, the Member is responsible for the listed Copayment for a denture adjustment. Adjustments of secondary ("back-up" or "spare") dentures are not a covered benefit.

##### **B. FIXED PROSTHETICS:**

- 1) A fixed bridge is a benefit to replace missing natural teeth, unless based on professionally recognized standards:
  - a) The clinical condition of the teeth that would support the bridge is unfavorable.
  - b) There are inadequate teeth available to support the bridge.
  - c) The same dental arch has a serviceable existing partial denture to which additional denture teeth may be added to replace the missing natural teeth.
  - d) A bridge would be used only to realign malaligned teeth.

## Your dental benefits

- 2) A fixed bridge is a benefit to replace missing natural teeth, unless:
  - a) The requested service is for a new bridge and a new partial denture in the same arch. In such cases the Covered Service is for a partial denture that would replace all missing teeth in the arch or multiple bridges.
  - b) A Member under 16 years of age loses a permanent tooth; in which case an anterior stayplate or space maintainer would be the covered benefit to replace the missing tooth. If the bridge is placed, patient or guardian must pay the dentist's billed charges.
  - c) The bridge would be supported in whole or in part by dental implants, or acid-etched resin bridge retainers (a "Maryland" bridge). A bridge would be used only to realign malaligned teeth.
  - d) It is a long spanning bridge (anything beyond four (4) abutments and/or pontics).
  - e) The bridge would have an abutment (support) only on one side (cantilever bridge).

### C. SINGLE CROWNS, INLAYS AND ONLAYS

Single crowns, inlays and onlays will be covered when there is not enough retentive quality left in a tooth to hold a filling, or if the tooth requires cuspal protection to avoid an unacceptable risk of tooth fracture. The use of specialized materials i.e. precious or semi-precious metals in crowns is considered a laboratory upgrade, which the dentist may offer the Member for a fee not to exceed the amount charged to the dentist by the dental laboratory for the upgraded materials. Fees to the Member for upgrades will be limited to the additional laboratory fee charged to the dentist by the dental laboratory for the upgrade. For example, the Provider offers, and the Member accepts, the alternative of a precious (gold) crown instead of a base metal crown. The Provider may charge no more than the listed Copayment for the base metal crown, plus the actual fee charged by the dental laboratory for the use of the precious metal and/or any other specialized material.

- 1) Porcelain, porcelain-fused to metal (PFM), and cast metal crowns are not a benefit for children under 16 years of age. The benefit in such cases is a prefabricated stainless steel or resin crown. If a porcelain, PFM, or cast metal crown is performed, the parent or guardian must pay the Provider's Billed Charges.
  - 2) For crowns and fixed bridges, the maximum benefit within a twelve month period is any combination of seven (7) crowns or pontics (artificial teeth that are part of a fixed bridge). If more than seven (7) crowns and/or pontics are done for a Member within a twelve month period, the Participating Provider's fee for any additional crowns within that period would not be limited to the listed Copayment, but instead can reflect the Dentist's Billed Charges.
7. **OCCLUSAL EQUILIBRATION** – This means the reshaping of the biting surfaces of the teeth to create harmonious contact and relationships between teeth in the upper and lower jaw. Adjustment of the bite on a new restoration, crown, bridge, and denture will be provided at no additional charge if performed by the UHC Dental Participating Provider who provided the restoration service. However, the correction of occlusion on natural teeth or existing restorations is not a Covered Service.
  8. **DOWEL POSTS AND PINS** - Dowel posts are a benefit for teeth that have had root canal therapy and lack sufficient structure to otherwise support and retain a crown. Pins are a separate Covered Service if deemed necessary by a UHC Dental Participating Provider to provide adequate retention of a restoration.
  9. **SPECIALTY REFERRAL** is not a benefit of this plan.
  10. **RESTORATIONS AND DENTAL PROSTHETICS**
    - A. Coverage provides for amalgam, composite, resin, and/or tooth-colored filling material restorations for treatment of decay or broken teeth. If a tooth can be restored with such materials, any cast restoration (crown, inlay or onlay) is considered Not Covered. If performed the patient must pay the dentist's UCR fee.
    - B. Restorations and/or fixed or removable prosthetics needed solely to increase vertical dimension or restore the occlusal plane are not Covered Services. To restore the occlusal plane means oral rehabilitation using crown(s), bridge(s), filling(s), and/or denture(s) to establish an altered bite or relationship between the jaws.
    - C. Composite restorations on posterior teeth may not be a benefit for all plans. Please refer to your Schedule of Benefits.
  11. **[I.V. SEDATION OR GENERAL ANESTHESIA** - Administration of I.V. sedation or general anesthesia is limited to covered oral surgical procedures involving one or more impacted teeth (soft tissue, partial bony or complete bony impactions).]

### EXCLUSION OF BENEFITS

The following procedures and services are excluded and not Covered Services:

1. Specialty referral benefits are not covered.
2. Services provided by a prosthodontist are not covered.
3. Cosmetic dental care is not covered.
4. Costs for non-dental services related to the provision of dental services in hospitals, extended care facilities, or Members home are not covered. When deemed necessary by the Member's Assigned Dental Provider Group, the Member's physician, and authorized by the Dental Plan, covered dental services that are delivered in an inpatient or outpatient hospital setting are covered as indicated in the "Schedule of Benefits."
5. Treatment of fractured bones and dislocated joints is not covered.
6. Lost or stolen dentures are not covered.



7. Crowns, or bridgework that are lost, stolen, or damaged due to Member abuse, misuse or neglect are not covered.
8. Lost, stolen or broken orthodontic appliances are not covered.
9. Services provided to the Member by a state government or agency thereof, or are provided without cost to the Member by a municipality, county or other subdivision are not covered.
10. Charges for services rendered after termination of the Member's eligibility under the Dental Plan are not covered.
11. Work-in-progress: Dental expenses incurred in connection with any portion of the dental services started prior to the effective date of coverage are excluded. The completion of dental or orthodontia services started before the Member's application date or effective date of coverage with UHC Dental, whichever is earlier, or started by a Non-Participating Provider without the prior approval of UHC Dental are not covered. This exclusion does not apply to a current Member:
  - who has temporary restorative services
  - whose tooth was opened and medicated while out-of-area or when the assigned Dental Provider is unavailable to render care.
12. The treatment of congenital and/or developmental malformations, which includes, but is not limited to the treatment of congenitally missing and extra, supernumerary teeth and related pathology is not covered.
13. The treatment of non-dentigerous cysts, benign and malignant tumors, neoplasms, and dysplasias are not covered.
14. Dental ridge augmentation, vestibuloplasties, and the excision of benign hyperplastic tissue are not covered.
15. Prescription drugs and over-the-counter medicines are not covered.
16. Any dental procedure unable to be performed in the Member's Assigned Dental Provider's office because of the Member's general health and physical limitations is not covered unless an alternative is recommended and substantiated by the Participating Dental Provider Group and the Member's physician and authorized by the Plan.
17. Oral surgery and procedures performed in connection with orthodontic treatment, which include, but are not limited to: orthodontic extraction, serial extraction, orthognathic surgery, transeptal fiberotomy, gingivectomy, and surgery to uncover impacted teeth are not covered.
18. Services rendered by a dental office other than the Member's Assigned Dental Provider Group are not covered. An exception is made for Emergency Dental Care, as defined in this *Agreement/ Combined Evidence of Coverage and Disclosure Form*.
19. The placement, maintenance, and removal of implants, or crowns and fixed prosthetics supported by implants are not covered.
20. Restorations to replace or stabilize tooth structure lost solely by abrasion or erosion is not covered. Restorations of natural teeth other than those noted herein are not covered.
21. Periodontal splinting/grafting is not covered.
22. Replacement of amalgam restorations with different materials, solely to eliminate the presence of amalgam, is not covered.
23. Restorations and dental prosthetics that are done solely to alter the vertical dimension of occlusion, alter the plane of occlusion, modify a parafunctional habit, and/or treat Temporomandibular Joint Dysfunction and/or myofacial pain syndrome are not Covered Services. If performed the patient must pay the dentist's Billed Charges. These services include:
  - Realignment of teeth
  - Gnathologic recording
  - Equilibration
  - Occlusal splints and night guards
  - Overlays, implant supported partial dentures and overdentures
  - The replacement of otherwise serviceable existing restorations and dental prosthetics
  - Precision attachments and stressbreakers
24. Dental services which the Plan or Provider determines not to be medically necessary or consistent with good professional practice are not covered
25. Dental services which would not be consistent with the individual Member's dental needs and/or professional recognized standards of dental therapeutics for that Member are not covered.
26. The premature extraction of asymptomatic or non-pathologic impacted teeth at an early stage of tooth development, which, if allowed to further develop and erupt, would reduce the likelihood of needing a more invasive surgery and/or experiencing post-operative complications.
27. Adjunctive dental services that are performed solely to facilitate the performance of another non-Covered Service.
28. Medical services for treatment of fractures, dislocations, tumors, non-dentigerous cysts, and neoplasms, and other medically necessary surgeries of the jaws or related joints are not covered. Requests for such services should be submitted to the Member's full service medical health plan.
29. Relative analgesia (nitrous oxide) is not covered.

## 6. Payment responsibility

### WHAT ARE PREMIUMS? (Prepayment Fees)

Dental Plan Premiums are fees a Subscriber pays to cover the basic costs of the Dental Plan for himself or herself and any enrolled Dependent. Your monthly Dental Plan premium rate is based on the Service Area in which you live (Primary Residence) or work (Primary Workplace) and your selected Dental Provider. A Subscriber shall pay the Dental Plan Premiums directly to UHC Dental when due. Dental Plan Premiums must be received by UHC Dental by the 30th of the month to be effective on the first of the following month (i.e. January 30th for February 1st coverage). If you have questions about the amount, method and frequency of this payment, contact Customer Service.

All payments are to be made payable to UnitedHealthcare Dental and mailed to:

UnitedHealthcare Dental  
P.O. Box 887910  
Los Angeles, CA 90088-7910

All applications MUST be received by the 20th of the month to be effective the first of the following month (i.e. January 20th for February 1st coverage). Any/all enrollment fees MUST accompany the application and are non-refundable.

All applications must be mailed to:

UnitedHealthcare Dental – M/S CA 152-0258  
Post Office Box 25187  
Santa Ana, California 92799-5187  
1-800-228-3384 or 1-877-735-2929 (TTY).

Dental Plan Premiums are due in full on a monthly basis by electronic transfer or with an annual payment by check. Failure to provide payment by the due date may result in termination or non-renewal of Subscriber, as set forth in **Section Seven: Member Eligibility**

During the contract year, we will not increase Dental Plan Premiums unless we have delivered a written notice to you not less than 30 days prior to the effective date of the change.

### WHAT ARE COPAYMENTS? (Other Charges)

Copayments are a Member's share of the costs for Covered Services that are paid to the Participating Provider at the time services are rendered. A Member must always be prepared to pay the Copayment during a visit to the Member's Assigned Dental Provider Group. Failure to pay a Copayment may result in termination of a Member's coverage under this Dental Plan. A schedule of applicable Copayments is set forth in the Schedule of Benefits which is made a part of this Agreement and EOC.

### IF YOU GET A BILL (Reimbursement Provisions)

Your Assigned Dental Provider Group will bill you for services that are not covered by this Dental Plan. If you are billed for a Covered Service by your Assigned Dental Provider Group, and you feel this billing is in error, you should do the following:

1. Call the Assigned Dental Provider Group to let them know you believe you have received a bill in error.
2. If you are unable to resolve this issue, please write to UHC Dental Customer Service at:

UnitedHealthcare Dental, Claims  
P.O. Box 25187 M/S CA-152-0293  
Santa Ana, CA 92799

Include your name, your UHC Dental ID number and a brief note and a copy of the bill. The note should also include the date of service, the nature of the service and the name of the Provider Group who provided your care. No claim form is required. If you need additional assistance, call our Customer Service Department at 1-800-228-3384 or 1-877-735-2929 (TTY).

Should UHC Dental pay any fees for services that are the responsibility of the Member, the Member shall reimburse UHC Dental for such payment. Failure to reimburse UHC Dental or reach reasonable accommodations with UHC Dental concerning repayment within thirty (30) days after UHC Dental's request for reimbursement shall be grounds for termination of a Member's membership pursuant to **Section 7: Member Eligibility - Termination for Good Cause**. The exercise of UHC Dental's right to terminate the Member shall not affect the Plan's right to continue enforcement of its right to reimbursement from the Member.

### YOUR BILLING PROTECTION

All UHC Dental Members have rights that protect them from being charged for Covered Services in the event UHC Dental fails to pay a Participating Provider, a Participating Provider becomes insolvent, or a Participating Provider breaches its contract with UHC Dental. In none of these instances may the Participating Provider send you a bill, charge you, or have any other recourse against you for a Covered Service. However, this provision does not prohibit the collection of Copayment amounts as outlined in the Schedule of Benefits.

In the event of a Participating Provider's insolvency, UHC Dental will continue to arrange for your benefits. If for any reason UHC Dental is unable to pay for a Covered Service on your behalf (for instance, in the unlikely event of UHC Dental insolvency or a natural disaster), you are not responsible for paying any bills as long as you received proper authorization from your UHC Dental Assigned Dental Provider Group. You may, however, be responsible for any properly authorized Covered Services from a Non-Participating Provider or Emergency Services from a Non-Participating Provider.

**NOTE:** If you receive a bill because a Non-Participating Provider refused to accept payment from UHC Dental, you may submit a claim for reimbursement.

### **WORKERS' COMPENSATION**

Should any benefit or service be rendered as a result of a Workers' Compensation Injury Claim, the Member shall assign his/her right to reimbursement from other sources to UHC Dental or the Participating Provider who rendered the services. Any reimbursement in excess of the reasonable value of the services performed shall be refunded by UHC Dental or the Participating Provider who rendered the services.

UHC Dental will not provide or arrange for benefits, services or supplies required as a result of a work-related injury or illness. This applies to injury or illness resulting from occupational accidents or sickness covered under any of the following: the California Workers' Compensation Act, occupational disease laws, employer's liability or federal, state or municipal law. To recover benefits for a work-related illness or injury, the Member must pursue his or her rights under the Workers' Compensation Act or any other law that may apply to the illness or injury. This includes filing an appeal with the Workers' Compensation Appeals Board, if necessary.

If for any reason UHC Dental provides or arranges for benefits, services or supplies that are otherwise covered under the Workers' Compensation Act, the Member is required to reimburse UHC Dental for the benefits, services or supplies provided or arranged for immediately after receiving a monetary award, whether by settlement or judgment. The Member must also hold any settlement or judgment collected as a result of a Workers' Compensation action in trust for UHC Dental. The amount that must be reimbursed to UHC Dental will be the lesser of the amount the Member recovers or the reasonable value of all services and benefits furnished to him or her or on his or her behalf by UHC Dental for each incident. If the Member receives a settlement from Workers' Compensation coverage that includes payment of future medical costs, the Member must reimburse UHC Dental for any future medical expenses associated with this judgment if UHC Dental covers those services.

When a legitimate dispute exists as to whether an injury or illness is work-related, UHC Dental will provide or arrange for benefits until such dispute is resolved if the Member signs an agreement to reimburse UHC Dental for 100% of the benefits provided.

UHC Dental will not provide or arrange for benefits or services for a work-related illness or injury when the Member fails to file a claim within the filing period allowed by law or fails to comply with other applicable provision of law under the Workers' Compensation Act. Benefits will not be denied to a Member whose Employer has not complied with the laws and regulations governing Workers' Compensation Insurance, provided that such Member has sought and received Covered Services in accordance with this Dental Plan.

### **Third Party Liability—Expenses Incurred Due to Liable Third Parties are Not Covered**

Dental care expenses incurred by a Member for which a third party or parties or a third party's (parties') insurance company (collectively, liable third party) is liable or legally responsible by reason of negligence, a wrongful intentional act or the breach of any legal obligation on the part of such third party, are expressly excluded from coverage under this Dental Plan. Liability insurance cases: Dental care which is covered under automobile, medical, no-fault or similar type is also excluded from coverage under this Dental Plan. However, in all cases, UHC Dental will pay for the arrangement or provision of dental services for a Member that would have been Covered Services except that they were required due to a liable third party, in exchange for the agreement as expressly set forth in the Section of the *Agreement and Combined Evidence of Coverage and Disclosure Form* captioned "UHC Dental's Right To The Repayment Of A Debt As A Charge Against Recoveries From Third Parties Liable For A Member's Dental Expenses."

### **UHC DENTAL'S RIGHT TO THE REPAYMENT OF A DEBT AS A CHARGE AGAINST RECOVERIES FROM THIRD PARTIES LIABLE FOR A MEMBER'S DENTAL EXPENSES**

If a Member is injured by a liable third party, the Member agrees to give UHC Dental, or its representative, agent or delegate, a security interest in any money the Member actually recovers from the liable third party by way of any final judgment, compromise, settlement or agreement, even if such money becomes available at some future time.

If the Member does not pursue, or fails to recover (either because no judgment is entered or because no judgment can be collected from the liable third party), a formal, informal, direct or indirect claim against the liable third party, then the Member will have no obligation to repay the Member's debt to UHC Dental, which debt shall include the cost of arranging or providing otherwise covered dental care services to the Member for the care and treatment that was necessary because of a liable third party.

The security interest the Member grants to UHC Dental, its representative, agent or delegate applies only to the actual proceeds, in any form, that stem from any final judgment, compromise, settlement or agreement relating to the arrangement or provision of the Member's dental care services for injuries caused by a liable third party.

### **NON-DUPLICATION OF BENEFITS WITH AUTOMOBILE, ACCIDENT OR LIABILITY COVERAGE**

If you are receiving benefits as a result of automobile, accident or liability coverage, UHC Dental will not duplicate those benefits. It is your responsibility to take whatever action is necessary to receive payment under automobile, accident or liability coverage when such payments can reasonably be expected, and to notify UHC Dental of such coverage when available. UHC Dental will provide Covered Services over and above your automobile, accident or liability coverage, if the cost of your dental care services exceeds such coverage.

## Member eligibility

This section describes how you become a UHC Dental Member. It will also answer other questions about eligibility

## 7. Member eligibility

### WHO IS ELIGIBLE TO RECEIVE BENEFITS UNDER THIS PLAN

There are two kinds of UHC Dental Members: Subscribers and enrolled Dependents. The Subscriber is the person who enrolls after meeting the eligibility requirements of UHC Dental. A subscriber pays the premium to UHC Dental for his or her dental care coverage for him or herself and any enrolled Dependents. Should UHC Dental determine that you or a Dependent no longer meet the coverage terms of the Dental Plan contract, UHC Dental will advise you or your Dependent that you are no longer eligible. Refer to this Section entitled "Ending Coverage".

Your eligible Dependents (for purposes of the Dental Plan) may include your Spouse or domestic partner and all children, in accordance with the limitations in the items noted below, who are unmarried and chiefly dependent upon you for support. Your eligible Dependents will also include all newborn infants. Their benefits will begin at the moment of their birth. All adopted foster, and stepchildren will be eligible from the date of their placement with you.

The following Dependents are eligible to enroll in UHC Dental:

1. The Subscriber's Spouse or Domestic Partner,
2. The unmarried biological children of the Subscriber or the Subscriber's Spouse (step-children) who are under the Limiting Age (19 for non-student dependents and age 24 for Dependents who are full time students);
3. Children who are legally adopted or placed for adoption with the Subscriber or the Subscriber's Spouse who are under the Limiting Age
4. Children for whom the Subscriber or the Subscriber's Spouse has assumed permanent legal guardianship. Legal evidence of the guardianship, such as a certified copy of a court order, must be furnished to UHC Dental upon request; and
5. Children for whom the Subscriber or the Subscriber's Spouse is required to provide dental insurance coverage pursuant to a Qualified Medical Child Support Order, assignment order, or medical support order.

Your Dependent children cannot be denied enrollment and eligibility due to the following:

- They were born to a single person or unmarried couple;
- They are not claimed as dependents on a Federal Income Tax Return;
- They do not reside with the Subscriber or within the UHC Dental Service Area.

### ELIGIBILITY

All Members must meet all eligibility requirements established by UHC Dental (except as otherwise required by the Health Insurance Portability and Accountability Act (HIPAA)). See below for details. UHC Dental's eligibility requirements are:

- Be a United States citizen or lawful permanent resident of the United States;
- Have a Primary Residence within California;
- Select an Assigned Dental Provider Group located within a thirty (30) mile radius of his or her Primary Residence or Primary Workplace (except children enrolled as a result of a Qualified Medical Child Support Order);

All applicants for coverage must complete and submit to UHC Dental all applications or other forms or statements that UHC Dental may reasonably request.

Enrollment is the completion of a UHC Dental enrollment form (or a non-standard enrollment form approved by UHC Dental) by the Subscriber on his or her own behalf or on the behalf of any eligible Dependent. Enrollment is conditional upon acceptance by UHC Dental, and the timely payment of applicable Dental Plan Premiums. UHC Dental may at its discretion, and subject to specific protocols, accept enrollment data through an electronic submission.

Your Dental Plan coverage will begin on the 1st on the month, at your Assigned Dental Provider Group, if:

- You were enrolled before the 1st of the month, and
- UHC Dental has received your payment for your first month's benefits.

### ADDING DEPENDENTS TO YOUR COVERAGE

If the Subscriber wishes to apply for coverage for a Spouse or any other Dependent not currently covered by this Plan, contact Customer Service at 1-800-228-3384. The commencement date of coverage under this Plan shall generally be the first day of the month following UHC Dental's approval of the Enrollment application and verification of Member's eligibility in accordance with the terms of this *Agreement and EOC*.

### QUALIFIED MEDICAL CHILD SUPPORT ORDER

A Member (or a person otherwise eligible to enroll in UHC Dental) may enroll a child who is eligible to enroll in UHC Dental upon presentation of a request by a District Attorney, State Department of Health Services, or a court order to provide medical support for such a dependent child.

A person having legal custody of a child or a custodial parent who is not a UHC Dental Member may ask about obtaining Dependent coverage as required by a court or administrative order, including a Qualified Medical Child Support Order, by calling UHC Dental's Customer Service Department. A copy of the court or administrative order may be required with the Enrollment application. Information including, but not limited to, the ID card, *Agreement and Combined Evidence of Coverage and Disclosure Form* or other available information, including notice of termination, will be provided to the custodial parent, caretaker and/or District Attorney. Coverage will begin on the first of the month following receipt by UHC Dental of an Enrollment form with the court or administrative order attached.

Except for Emergency Dental Care, to receive coverage, all care must be provided or arranged in the UHC Dental Service Area by the designated Assigned Dental Provider Group, as selected by the custodial parent or person having legal custody.

### **CONTINUING COVERAGE FOR STUDENT AND DISABLED DEPENDENTS**

Certain Dependents who would otherwise lose coverage under the Dental Plan due to their attainment of the Limiting Age, 19 for non-student Dependents and 25 for Dependents who are full time students, may extend their coverage under the following circumstances:

**STUDENT DEPENDENTS:** An unmarried Dependent who is registered on a full-time basis (at least 12 semester units or the equivalent as determined by UHC Dental) at an accredited school or college may continue as an eligible Dependent through the Limiting Age 19 for full-time students, if proof of such status is provided to UHC Dental on a periodic basis. If the Dependent student resides outside of the Service Area, the student must maintain a permanent address inside the Service Area with the Subscriber and the student must select an Assigned Dental Provider Group within a thirty (30) mile radius of that address. All dental care coverage must be provided or arranged for in the Service Area by the designated Assigned Dental Provider Group, except for Emergency Dental Services.

**DISABLED DEPENDENTS:** Unmarried enrolled Dependents who attain the Limiting Age, 19 for non-student Dependents and 25 for Dependents who are full time students, may continue enrollment in the Dental Plan beyond the Limiting Age if the unmarried Dependent meets all of the following:

1. The unmarried Dependent resides within the Service Area with the Subscriber or the Subscriber's separated or divorced Spouse;
2. The unmarried Dependent is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
3. The unmarried Dependent is chiefly dependent upon the Subscriber for support and maintenance; and
4. The unmarried Dependent's mental or physical condition existed continuously prior to reaching the Limiting Age.

At least 90 days prior to a disabled Dependent reaching the Limiting Age, UHC Dental will send notice to you, the Subscriber, that coverage for the disabled Dependent will terminate at the end of the Limiting Age, unless proof of such incapacity and dependency is provided to UHC Dental by the Member within 60 days of receipt of notice. UHC Dental shall determine if the disabled Dependent meets the conditions above, prior to the disabled Dependent reaching the Limiting Age. Otherwise, coverage will continue until UHC Dental makes a determination.

UHC Dental may require ongoing proof of a Dependent's disability and dependency, but not more frequently than annually after the two-year period following the Dependent's attainment of the Limiting Age. This proof may include supporting documentation from a state or federal agency or a written statement by a licensed psychologist, psychiatrist or other physician to the effect that such disabled Dependent is incapable of self-sustaining employment by reason of mental retardation or physical handicap.

If you are enrolling a disabled child for new coverage, UHC Dental may request initial proof of incapacity and dependency of the child, and then yearly, to ensure that the child continues to meet the conditions above. You, as the subscriber, must provide UHC Dental with the requested information within 60 days of receipt of the request. The child must have been covered as a Dependent of the Subscriber or Spouse under a previous health plan at the time the child reached the age limit.

### **RENEWAL PROVISIONS**

This *Agreement and EOC* with UHC Dental is renewable, subject to all the terms and conditions of the Agreement and EOC. UHC Dental may change your Dental Plan benefits and Premium at renewal upon 30 days written notice to Subscriber. If UHC Dental terminates this *Agreement and EOC*, reinstatement is subject to all the terms and conditions of the *Agreement and EOC*.

### **ENDING COVERAGE (TERMINATION OF BENEFITS)**

#### **Termination by Subscriber**

Subscriber may terminate this *Agreement and EOC* on his or her behalf or on behalf of a Dependent by giving a minimum of 30 days advance written notice of termination to UHC Dental. Subscriber's termination must always be effective on the first day of the month. Subscriber shall continue to be liable for Dental Plan Premiums for all Members enrolled in the Dental Plan until the effective date of termination.

If your Membership, or that of a Dependent terminates due to death, it is the Member or the Member's family's responsibility to notify UHC Dental. UHC Dental will not retroactively reimburse premiums for a period longer than 60 days because the deceased Member's family had not notified UHC Dental of the Member's death.

#### **Termination by UHC Dental**

UHC Dental may terminate a Member's coverage for any of the following reasons:

- The Member no longer meets the eligibility requirements established by UHC Dental.
- The Member establishes his or her Primary Residence outside the State of California.
- The Member establishes his or her Primary Residence outside the UHC Dental Service Area (except for a child subject to a qualified child medical support order, for more information refer to "Qualified Medical Child Support Order" in this section).

## Member eligibility

### TERMINATION FOR GOOD CAUSE:

You are responsible for making the monthly payments for dental benefits up to the date your benefits end. If we cancel the contract because we have not received proper payment, we will only reinstate the contract, once per contract year, as long as we receive all of the premium owed to UHC Dental, and you are no more than 90 days past due. However, we will not reinstate the contract:

1. If UHC Dental does not receive your payment within 15 days. In that case, a new application and contract may be required, OR
2. If we receive your payment more than 15 days after the cancellation notice and refund that payment to you within 20 business days, OR
3. If we receive your payment more than 15 days after the cancellation notice and, in return, we issue a new contract to you, clearly showing any differences between the new contract and the cancelled contract.

UHC Dental has the right to terminate or not renew your coverage under this dental Plan in the following situations:

- **Failure to Pay.** Your coverage may be terminated or not renewed if you fail to pay any required Copayments, coinsurance or charges owed to a Provider or UHC Dental for Covered Services. To be subject to termination or non-renewal under this provision, you must have been billed by the Provider for two different billing cycles and have failed to pay or make appropriate payment arrangements with the Provider. UHC Dental will send you written notice, and you will be subject to termination if you do not pay or make appropriate payment arrangements within the 30 day notice period.
- **Fraud or Misrepresentation.** Your coverage may be terminated or not renewed if you knowingly provide false information (or misrepresent a meaningful fact) on your enrollment form or fraudulently or deceptively use services or facilities of UHC Dental, its Participating Providers or other dental care Providers (or knowingly allow another person to do the same), including altering a prescription. Termination is effective immediately on the date UHC Dental mails the notice of termination, unless UHC Dental has specified a later date in that notice.
- **Disruptive Behavior.** Your coverage may be terminated if you threaten the safety of Plan employees, Providers, Members or other patients, or your repeated behavior has substantially impaired UHC Dental's ability to furnish or arrange services for you or other Members, or substantially impaired a Provider(s) ability to provide services to other patients. Termination is effective 15 days after the notice is mailed to the Subscriber.

If coverage is terminated for any of the above reasons, you forfeit all rights to enroll in the UHC Dental and lose the right to re-enroll in UHC Dental in the future. **Under no circumstances will a Member be terminated due to health status or the need for dental care services.** Any Member who believes his or her enrollment has been terminated due to the Member's health status or requirements for health care services may request a review of the termination by the California Department of Managed Health Care. For more information contact our Customer Service Department.

### ENDING COVERAGE: SPECIAL CIRCUMSTANCES FOR ENROLLED DEPENDENTS

Enrolled Dependents terminate on the same date of termination as the Subscriber. If there's a divorce, the Spouse loses eligibility at the end of the month in which a final judgment or decree of dissolution of marriage is entered. Dependent children lose their eligibility if they marry or reach the Limiting Age and do not qualify for extended coverage as a student Dependent or as a disabled Dependent. Please refer to the section "Continuing Coverage for Student and Disabled Dependents." It may also end when a qualified student reaches the Limiting Age.

## 8. Complaints, disputes and arbitration

In this section you will find out what to do if you're having a problem with your dental care plan, including how to appeal a dental care decision by UHC Dental or one of our Participating Providers. You'll learn the process that's available for filing a formal grievance, as well as how to request an expedited decision when your condition requires a quicker review.

### WHAT IF YOU HAVE A PROBLEM

UHC Dental's top priority is meeting our Members' needs, and that means providing responsive service. If you ever have a question or problem, your first step is to call our Customer Service Department at 1-800-228-3384 or 1-877-735-2929 (TTY). A Customer Service Representative will make every effort to assist you and attempt to find a resolution to your situation.

If you feel that we haven't assisted you or that your situation requires additional action, you may also request a formal appeal or quality review. To learn more about this, read the following section, "Appealing a Dental Care Decision".

### APPEALING A DENTAL CARE DECISION

Our appeals and quality of care review procedures are designed to deliver a timely response and resolution to your complaints. This is done through a process that includes a thorough and appropriate investigation, as well as an evaluation of the complaint. You may submit a formal appeal within 180 days of your receipt of an initial determination through our Appeals Department. To initiate an appeal or request a quality of care review, call our Customer Service Department at 1-800-228-3384, or 1-877-735-2929 (TTY) where a Customer Service representative will document your oral appeal. You may also file an appeal using the Online Grievance form at [www.myuhcdental.com](http://www.myuhcdental.com) or write to the Appeals Department:

UnitedHealthcare Dental – CA 152-0293  
Post Office Box 25187  
Santa Ana, California 92799  
1-800-228-3384 or 1-877-735-2929 (TTY).

This action will initiate the following Appeals Process (except in the case of Expedited Review as discussed below). You may submit written comments, documents, records and any other information relating to your appeal. UHC Dental will review your appeal and if the appeal involves a clinical issue, the necessity of treatment, or the type of treatment or level of care proposed or utilized, the determination will be made by a dental reviewer who has the education, training and relevant expertise in the field of dentistry necessary to evaluate the specific clinical issues that serve as the basis of your appeal.

### APPEALS PROCESS

Our Grievance Department will acknowledge receipt of your complaint within five (5) calendar days, review it, and make a determination within a reasonable period of time appropriate to the dental circumstances, but no later than thirty (30) calendar days after UHC Dental's receipt of the complaint.

For determinations *denying dental services* based on a finding that the services are not Covered Services, the written response will specify the provisions in the *Agreement and EOC* and *Schedule of Benefits* that exclude that coverage.

All complaints that involve *quality of care issues* are referred to UHC Dental's Grievance Department for review. Complaints that affect a Member's immediate condition will receive immediate review. UHC Dental will investigate the complaint, consult with Member's Assigned Dental Provider Group and any other UHC Dental departments and review dental records as necessary. You may need to sign an authorization to release your dental records from any Non-Participating Provider.

Upon completion of the review, but no later than thirty days from UHC Dental's receipt of the complaint, the Member will be notified in writing of the Plan's determination. The results of the quality of care review are confidential.

If a Member has asserted a claim for benefits or reimbursement as part of a quality of care complaint, the claim for benefits or reimbursement will be reviewed through the appeals process described previously.

### EXPEDITED REVIEW

Appeals involving an imminent and serious threat to your health including, but not limited to, severe pain or the potential loss of life, limb, or major bodily function will be immediately referred to UHC Dental's clinical review personnel. If your case does not meet the criteria for an expedited review, it will be reviewed under the standard appeal process. If your appeal requires expedited review, UHC Dental will immediately inform you in writing of your review status and your right to notify the Department of Managed Health Care (DMHC) of the grievance, and provide you and the Department of Managed Health Care with a written statement of the disposition or pending status of the expedited review no later than three (3) calendar days from receipt of the grievance. You are not required to participate in the UHC Dental appeals process prior to contacting the DMHC regarding your expedited appeal.

### VOLUNTARY MEDIATION AND BINDING ARBITRATION

If the Member is dissatisfied with UHC Dental's appeals process determination, the Member may request that UHC Dental submit the appeal to voluntary mediation and/or Binding Arbitration in accordance with the Comprehensive Rules of JAMS.

1. **Voluntary Mediation** – In order to initiate mediation, the Member or the agent acting on behalf of the Member shall submit a written request to UHC Dental for voluntary mediation. If all of the parties mutually agree to mediation, the mediation will be administered by JAMS in accordance with the Comprehensive Rules of JAMS, unless otherwise agreed to by the parties. Expenses for mediation shall be borne equally by the parties. The Department of Managed Health Care shall have no administrative or enforcement responsibilities in connection with the voluntary mediation process.
2. **Binding Arbitration** - Any and all disputes of any kind whatsoever, including claims relating to the delivery of services under the plan and claims of medical malpractice (that is as to whether any medical services rendered under the health plan were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), between Member (including any heirs or assigns) and UHC Dental, or any of its parents, subsidiaries or affiliates (collectively, "UHC Dental Entities") shall be submitted to Binding Arbitration; however, in the event the amount in controversy in the dispute including any claims of damage is not greater than \$5,000.00, such disputes are not subject to Binding Arbitration. Disputes in which more than \$5,000.00 is in controversy will not be resolved by a lawsuit or resort to court process, except to the extent the Federal Arbitration Act provides for judicial review of arbitration proceedings. Member and UHC Dental Entities further agree that neither the Court nor any arbitrator shall have the power to delay arbitration of any dispute or to refuse to order any dispute to arbitration, under any provision of Section 1281 et seq. of the California Code of Civil Procedure (including but not limited to 1281.2(c), or any successor or replacement provision thereto, of any comparable provision of any other state law. Member and UHC Dental further specifically agree that any disputes about the scope of any arbitration or about the arbitration or about the arbitrability of any dispute shall be determined by the arbitrator. Member and UHC Dental Entities are giving up their constitutional rights to have any such dispute decided in a court of law before a court of law before a jury and are instead accepting the use of Binding Arbitration by a single arbitrator in accordance with the Comprehensive Rules of JAMS in effect at the time of the arbitration, and administration of the arbitration shall be performed by JAMS or such other arbitration service as the parties may agree in writing. The parties will endeavor to mutually agree to the appointment of the arbitrator, but if such agreement cannot be reached within thirty (30) days following the date demand for arbitration is made, the arbitrator appointment procedures in the Comprehensive Rules of JAMS will be utilized.

Arbitration hearings shall be held in the county in which the Member lives or at such other location as the parties may

## Complaints, disputes and arbitration

agree in writing. Civil discovery may be taken in such arbitration. The arbitrator selected shall have the power to control the timing, scope and manner of the taking of discovery and shall further have the same powers to enforce the parties' respective duties concerning discovery as would a Superior Court of California including, but not limited to, the imposition of sanctions. The arbitrator shall have the power to grant all remedies provided by federal and California law. The parties shall divide equally the expenses of JAMS and the arbitrator. In cases of extreme hardship and to prevent any such hardship or unconscionability, UHC Dental Entities may assume all or part of the Member's share of the fees and expenses of JAMS and the arbitrator, provided the Member submits a hardship application to JAMS and provided JAMS approves such application. Please contact UHC Dental for more information on how to obtain a hardship application. The approval or denial of the hardship application will be determined solely by JAMS.

The arbitrator shall prepare in writing an award that includes the legal and factual reasons for the decision. The requirement of Binding Arbitration shall not preclude a party from seeking a temporary restraining order or preliminary injunction or other provisional remedies from a court with jurisdiction; however, any and all other claims or causes of action including, but not limited to, those seeking more than \$5,000.00 in damages, restitution, or other monetary relief, shall be subject to Binding Arbitration as provided herein and any claim for permanent injunctive relief shall be stayed pending completion of the arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, shall also apply to the arbitration.

**BY ENROLLING IN UHC Dental BOTH MEMBER (INCLUDING ANY HEIRS OR ASSIGNS) AND UHC Dental AGREE TO WAIVE THEIR CONSTITUTIONAL RIGHT TO A JURY TRIAL AND INSTEAD VOLUNTARILY AGREE TO THE USE OF BINDING ARBITRATION AS DESCRIBED IN THIS AGREEMENT AND COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM.**

### REVIEW BY THE DEPARTMENT OF MANAGED HEALTH CARE

The California Department of Managed Health Care (the "DMHC" or "Department") 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 1-800-228-3384 or 1-877-735-2929 (TTY) 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 Plan, or a grievance that has remained unresolved for more than thirty (30) days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (1-888-HMO-2219) and TTY line (1-877-688-9891) for the hearing and speech impaired. The Department Internet Web site <http://www.hmohelp.ca.gov> has complaint forms and instructions online.

## 9. General information

### WHAT SHOULD I DO IF I LOSE OR MISPLACE MY ID CARD?

If you should lose your I.D. card, simply call our Customer Service Department.

### DOES UHC Dental OFFER A TRANSLATION SERVICE?

UHC Dental uses a telephone translation service for almost 140 languages and dialects. That is in addition to select Customer Service representatives who are fluent in Spanish.

### DOES UHC DENTAL OFFER HEARING AND SPEECH IMPAIRED TELEPHONE LINES?

UHC Dental has a dedicated telephone number for the hearing and speech impaired. This telephone number is 1-800-735-2929.

### HOW IS MY COVERAGE PROVIDED UNDER EXTRAORDINARY CIRCUMSTANCES?

In the unfortunate event of a major disaster, epidemic, war, riot, civil insurrection or complete or partial destruction of facilities, our Participating Providers will do their best to provide the dental services you need. Under these extreme conditions, go to the nearest dental provider for Emergency Dental Services. UHC Dental will later provide appropriate reimbursement.

### HOW DOES UHC DENTAL COMPENSATE ITS DENTAL PROVIDER GROUP?

UHC Dental itself is not a Provider of dental services. UHC Dental typically contracts with independent Providers to provide dental services to its Members. None of the contracting dental Providers or their employees are employees or agents of UHC Dental, and neither UHC Dental nor any employee of UHC Dental is an employee or agent of any contracting Participating Provider. Once they are contracted, they become UHC Dental Participating Providers. UHC Dental's network of Participating Providers includes individual practitioners, group practices, and facilities.

Most of our Participating Providers receive an agreed upon monthly payment from UHC Dental to provide Covered Services to Members. The monthly payment may be a fixed dollar amount for each Member or a fixed dollar amount for each Member plus a supplemental payment for certain procedures. This monthly payment plus supplemental payment and the Member's Copayment represents the total compensation for professional services directly performed by the dental Provider and may also cover certain referral services. Other dentists are paid on a percentage of usual and customary fees or a discount fee for service basis. UHC



Dental does not compensate nor does it provide any financial bonuses or any other incentives to its Participating Providers based on their utilization patterns.

### **ORGAN AND TISSUE DONATION**

Transplantation is one of the most remarkable success stories in the history of medicine. It is the only hope for thousands of people suffering from organ failure, or in desperate need of corneas, skin, bone or other tissue. Tragically, the need for donated organs and tissues continues to outpace the supply. Nearly 50,000 Americans are waiting for organ transplants while hundreds of thousands more need tissue transplants. Organ and tissue donation provides each of us with a special opportunity to help others. You can save lives and enable recipients to return to work or lead productive lives and others to see for the first time.

### **MOST ANYONE CAN BE A DONOR**

Almost everyone can be a donor. There is no age limit and the number of donors age 50 or older has increased. If you have concerns about organ donation, speak with your family, doctor, clergy member or friends. Most importantly, get the information you need to make a responsible decision that you and your family support.

### **BE SURE TO SHARE YOUR DECISION**

Sharing your decision to be an organ and tissue donor with your family is as important as making the decision itself. Your organs and tissue will not be donated unless a family member gives consent at the time of your death – even if you have signed your driver's license or a donor card. A simple family conversation will prevent confusion or uncertainty about your wishes.

It is also helpful to document your decision by completing a donor card in the presence of your family and having them sign as witnesses. The donor card serves as a reminder to your family and medical staff of your personal decision to be a donor. Carry it in your wallet or purse at all times.

### **HOW CAN I LEARN MORE**

- To get your donor card and information on organ & tissue donation call (800) 355-SHARE or (800) 633-6562
- Request Donor Information from your local Department of Motor Vehicles (DMV)
- On the internet, contact
  - ♦ All About Transplantation and Donation ([www.transweb.org](http://www.transweb.org))
  - ♦ Department of Health & Human Services at <http://www.organdonor.gov>
- Sign the donor card in your family's presence
- Have your family sign as witnesses and pledge to carry out your wishes
- Keep the card with you at all times where it can be easily found

Remember, even if you have signed something, you must tell your family so they can act on your wishes.

### **PUBLIC POLICY PARTICIPATION**

UHC Dental gives its Members the opportunity to participate in establishing the public policy of the Plan. One third of UHC Dental's Board of Directors is comprised of Plan Members. If you are interested in participating in the establishment of UHC Dental public policy, please call or write our Customer Service Department.

### **GENERAL PROVISIONS**

UHC Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and to Chapter 2 of Title 28 of the California Code of Regulations. Any provision required in this contract by either of those statutes will apply to UHC Dental, whether or not it is mentioned here.

#### **Acceptance of Agreement and Evidence of Coverage and Disclosure Form.**

Member accepts the terms, conditions and provisions of this *Agreement and Evidence of Coverage and Disclosure Form* upon completion and execution of the Enrollment form and by making his or her initial payment to UHC Dental at the time of submission of the Enrollment form.

#### **Entire Agreement**

This *Agreement and Evidence of Coverage and Disclosure Form*, including all exhibits, attachments and amendments, contains the entire understanding of Subscriber and UHC Dental with respect to the subject matter hereof and it incorporates all of the covenants, conditions, promises and agreements exchanged by the parties hereto with respect to such matter. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, representations or communications, when written or oral between Subscriber and UHC Dental with respect to the subject matter of the Agreement and Evidence of Coverage and Disclosure Form.

## 10. Definitions

UHC Dental is dedicated to making its services easily accessible and understandable. To help you understand the precise meanings of many terms used to explain your benefits, we have provided the following definitions. These definitions apply to the capitalized terms used in your *Agreement and Combined Evidence of Coverage and Disclosure Form*, as well as the *Schedule of Benefits*.

**ACUTE CONDITION** - 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.

**ASSIGNED DENTAL PROVIDER GROUP** - The dental office contracted with UHC Dental where you and your Dependents are assigned to receive dental benefits.

**BILLED CHARGES** - The Providers usual charge for furnishing treatment, services, or supplies.

**BINDING ARBITRATION** - The submission of a dispute to one or more impartial persons for a final and binding decision, except fraud or collusion on the part of the arbitrator. This means that once the arbitrator has issued a decision, neither party may appeal the decision. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings.

**COPAYMENT** - The fee that a Member is obligated to pay, if any, at the time he or she receives a Covered Service. Such fees may be a specific dollar amount or a percentage of total fees as specified herein, depending on the type of services provided.

**COVERED SERVICES** - Dental services that are listed in this *Agreement and Combined Evidence of Coverage and Disclosure Form* in **Section Five: Your Dental Benefits** and *Schedule of Benefits* when they are diagnosed as necessary for the dental health of a Member in accordance with professionally recognized standards of practice.

**DENTAL PLAN** - The benefit plan as described in this *Agreement and Combined Evidence of Coverage and Disclosure Form*, the *Schedule of Benefits*.

**DENTAL PLAN PREMIUMS** - Amounts established by UHC Dental and paid by the Member to UHC Dental for providing and continuing enrollment of the Member and any enrolled Dependents in UHC Dental.

**DEPENDENT** - A Member of a Subscriber's family who is enrolled with UHC Dental after meeting all of the eligibility requirements of UHC Dental, and for whom applicable Dental Plan Premiums have been received by UHC Dental.

**DOMESTIC PARTNER** – 2 individuals that have:

1. An intimate, committed relationship of mutual caring and intend to remain sole Domestic Partners indefinitely; and
2. Share the same principal residence; and
3. Agree to be responsible for each other's basic living expenses during the Domestic Partner relationship such as food, shelter, or medical expenses; including mutual responsibility over each other's financial obligations; and
4. Both Domestic Partners are age 18 or older; and
5. Neither Domestic Partner is married; and
6. Neither Domestic Partner is related by blood to the other such as a parent, brother, sister, half brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild; and
7. Neither Domestic Partner has a different Domestic Partner now;
8. Neither Domestic Partner has had a different Domestic Partner in the last six (6) months unless a previous Domestic Partnership terminated by death.

For eligibility and enrollment provisions, please contact UHC Dental for assistance.

**EMERGENCY DENTAL SERVICES or EMERGENCY DENTAL CARE** - Dental services required to diagnose and treat a dental condition which is manifested by acute symptoms of sufficient severity, including severe pain such that a reasonable person with no special knowledge of dentistry could expect the absence of immediate dental attention to result in placing the Member's health in serious jeopardy, serious impairment to the Member's bodily functions, or serious dysfunction of a bodily organ or part.

**LIMITING AGE** - Age 19 for non-student Dependents and age 24 for Dependents who are full-time students. Disabled Dependents may be eligible for Dependent coverage beyond the Limiting Age.

**LABORATORY COST(S) - OR FEE-** The actual dental laboratory charge the dentist incurs for a standard Covered Service. For upgraded laboratory costs, Members are responsible for an additional charge, limited to the actual Laboratory Cost incurred by the dentist.

**MEMBER** - Any Subscriber or Dependent who enrolls in UHC Dental's Individual Dental Plan and who meets all the applicable eligibility requirements

**NON-PARTICIPATING PROVIDER** - A Provider that has not entered into a written agreement to provide Covered Services to UHC Dental's Members.

**PARTICIPATING PROVIDER** - A Provider that has entered into a written agreement to provide Covered Services to UHC Dental's Members.

**PLAN** - UHC Dental.

**PRIMARY RESIDENCE** - The home or address where the Member actually lives most of the time. A residence will no longer be considered a Primary Residence if: (1) the Member moves without intent to return; (2) the Member is absent from the residence for 90 consecutive days, or (3) the Member is absent from the residence for more than 100 days in any six-month period.

**PRIMARY WORKPLACE** - The facility or location where the Member works most of the time and to which the Member regularly commutes. If the Member does not regularly commute to one location, then the Member does not have a Primary Workplace.

**PROVIDER** - A person, group, facility or other entity that is licensed or otherwise qualified to deliver any of the Covered Services described in this *Agreement and Combined Evidence of Coverage and Disclosure Form*, the *Schedule of Benefits*.

**SCHEDULE OF BENEFITS** - The list of Benefits and Coverages and the authorized Copayment amounts under the Member's Dental Plan as set forth in this *Agreement and Combined Evidence of Coverage and Disclosure Form*.

**SERIOUS CHRONIC CONDITION** - A medical condition due to a disease, illness, or other medical problem or disorder that is serious in nature, and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration.

**SERVICE AREA** - A geographic region in the State of California where UHC Dental is authorized by the California Department of Managed Health Care to provide Covered Services to Members.

**SPOUSE** - The Subscriber's husband or wife who is legally recognized as a husband or wife under the laws of the State of California.

**SUBSCRIBER** - The individual enrolled in the dental plan for whom the appropriate dental plan Premiums have been received by UHC Dental except for family dependency, is the basis for enrollment eligibility.

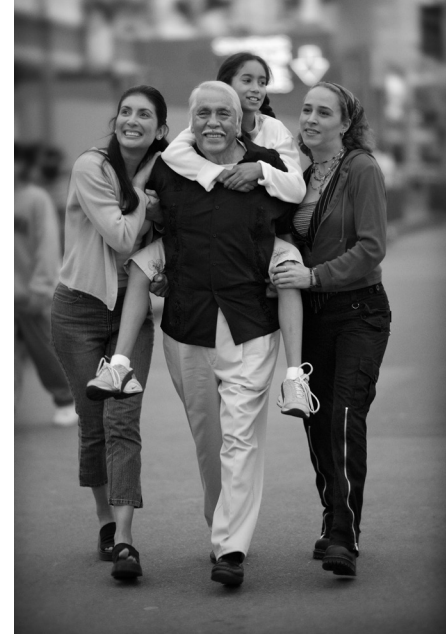
**TREATMENT IN PROGRESS** - A dental procedure(s) (as defined by the American Dental Association's CDT booklet) begun by a Dentist but not yet completed.

**URGENT DENTAL SERVICES** - Urgently needed services employed to prevent serious deterioration of a Member's health resulting from an unforeseen dental condition or injury for which treatment cannot be delayed until the Member returns to UHC Dental's Service Area.

## Taking charge of your UHC Dental Plan

### Ask to see your treatment plan

Sometimes it's difficult to understand exactly what dental treatment you're getting, and why, and how the charges are determined. Dentists are obligated to present all appropriate treatment options, regardless of whether the options are covered by your plan, so it can be confusing when a dentist recommends a treatment that is not covered. Should that occur, remember, there are several things you can do to ensure that you receive appropriate treatment:



#### 1. Ask for a treatment plan

Regardless of the scope of your treatment, your dental provider should present you with a treatment plan. This plan will normally include:

- An explanation of what services the provider is recommending.
- What treatments your insurance plan covers, and in what amounts.
- An estimate of what charges (if any) you will have to pay.

#### 2. Talk to your dentist directly

If you are unsure about either the treatment plan or the charges, never give the go-ahead for treatment without first talking to your dentist. Per the Patient Bill of Rights, as posted by the California Dental Association:

- You have a right to know in advance the type and expected cost of treatment.
- You have a right to ask about treatment alternatives and to be told, in language you can understand, the advantages and disadvantages of each.
- You have a right to ask your dentist to explain all the treatment options regardless of coverage or cost.

#### 3. Talk to UHC Dental

Customer Service representatives are available at 1-800-228-3384 to answer your questions about benefits coverage and charges. They can also locate a dentist who can provide you with a second opinion. And remember — you always have the option of seeing another dentist within your network.





UnitedHealthcare Dental  
P.O. Box 25187  
Santa Ana, CA 92799-5187

Customer Service  
1-800-22-TEETH  
(1-800-228-3384)

Visit our Web site at [www.myuhcdental.com](http://www.myuhcdental.com)

This booklet describes your UHC Dental SignatureValue dental plan and includes eligibility information, limitations and exclusions, and other important information. We do encourage all plan members to review this booklet and keep it in a convenient location for future reference.

Should you have questions about your plan, please contact your benefits representative or UHC Dental customer service at 1-800-228-3384.