

TOTAL CARE

A Division of Total Dental Administrators of Utah, Inc. (TDAUT, Inc.) domiciled in Utah



GROUP DENTAL PLAN TC-6000

A Comprehensive DHMO Program with Specialty Care Coverage



969 East Murray Holladay Road, Suite 4E
Salt Lake City, Utah 84117
Telephone: (801) 268-9740 or Toll Free (800) 880-3536
www.totaldentaladmin.com

Retain this for your Enrollment and Employee Plan Booklet

Welcome to Total Care

Total Care is a comprehensive "Managed Care" Group Dental Program marketed, managed and administered by Total Dental Administrators of Utah, Inc. (TDAUT) domiciled in Utah and its parent company Total Dental Administrators, Inc. TDAUT "Your Total Dental Benefit Specialist", has contracted with established private practicing dentists to provide you convenient, affordable and quality dental care.

TOTAL CARE DENTAL COVERAGE

Dental coverage includes dental services and treatment for:

- Diagnostic
- Preventive
- Restorative
- Endodontics
- Periodontics
- Prosthodontics
- Oral surgery
- TMJ
- Orthodontics
- Cosmetic

Refer to the enclosed Schedule of Benefits and Co-payments for a detailed listing of covered procedures.

TOTAL CARE ADVANTAGES

- No deductibles
- No claim forms
- No annual or lifetime benefit maximums
- No industry exclusions
- Covers Pre-existing conditions
- Covers Orthodontics (Braces)
- Local service

LOW MONTHLY RATES

We have enclosed a premium rate form that applies to your specific group. Please contact your Employer or our Administrative Office should you have any questions.

HOW TO ENROLL

1. Complete the enclosed enrollment card. Include information about your spouse and/or child(ren) if you are applying for dependent coverage.
2. Select the general dental office you and your dependents wish to use from the enclosed Participating Provider Directory. Each participating dental facility listed in the Provider Directory has a Dental Office Code number listed to the left of the dental office. Be sure to use the **CODE** number to identify your selection on the Enrollment Form.
3. Premium payment is made by payroll deduction, if employee contributions are required. Turn your enrollment card into your Employer's personnel office or benefits department for processing.

FOR MORE INFORMATION CALL:

(801) 268-9740 or 1-800-880-3536
TDAUT, Inc.
969 East Murray Holladay Road Suite 4E
Salt Lake City, UT 84117

SAMPLE COST COMPARISON

ADA Code	Procedure	Usual and Customary Fee*	TC-6000 Copayment	Savings in Dollars	Percent Savings
Preventive					
D0210	Complete series x-rays	\$ 110.00	\$ 0.00	\$ 110.00	100%
D0150	Initial Oral Exam	\$ 60.00	\$ 0.00	\$ 60.00	100%
D1110	Adult - Prophylaxis (Cleaning)	\$ 67.00	\$ 0.00	\$ 67.00	100%
D9430	Office Visit	\$ 66.00	\$ 10.00	\$ 56.00	85%
Restorative					
D2140	Amalgam - One Surface	\$ 84.00	\$ 16.00	\$ 68.00	81%
D2330	Resin - One Surface	\$ 100.00	\$ 30.00	\$ 70.00	70%
Crown and Bridge					
D2720	Acrylic w/metal Crown	\$ 753.00	\$250.00	\$ 503.00	67%
D2750	Crown porcelain Hi Noble Metal	\$ 798.00	\$375.00**	\$ 423.00	53%
Endodontics					
D3310	RCT-1 Canal	\$ 524.00	\$180.00	\$ 344.00	66%
D3330	RCT-3 Canals	\$ 827.00	\$340.00	\$ 487.00	59%
Oral Surgery					
D7114	Extraction, erupted tooth exposed roots	\$ 124.00	\$ 40.00	\$ 84.00	68%
D7220	Soft Tissue Impaction	\$ 191.00	\$ 80.00	\$ 111.00	58%
Prosthetics					
D5110/20	Complete Upper/Lower Denture	\$1177.00	\$590.00***	\$ 587.00	50%
Periodontics					
D4260	Osseous surgery/quad	\$ 860.00	\$380.00	\$ 480.00	56%
Orthodontics					
D8080	24 Month Orthodontic Treatment	\$4300.00	25% Discount	\$1075.00	25%

*Usual fee is an average of dental fees throughout the state. The actual fee and savings may vary.

D2750 copayment is \$250 + Lab Fee – **approximate lab fee of \$125. **Lab fees may vary.**

***D5510/20 copayment is \$190 + Lab Fee – **approximate** lab fee of \$400. **Lab fees may vary.**

DENTAL PLAN INFORMATION

This Employee Plan Booklet explains the Benefits, Limitations, Exclusions, provisions and conditions of your Coverage through the Group Agreement your organization has with TDAUT, Inc. The Group Agreement is the document which specifies any rights to Benefits you may have. If the explanations in this Employee Plan Booklet can be interpreted differently from the provisions of the Group Agreement, the Group Agreement shall always control. You may examine the Group Agreement by contacting your organization or by contacting TDAUT, Inc. at:

969 East Murray Holladay Road Suite 4E
Salt Lake City, Utah 84117
Telephone: (801) 268-9740 or Toll Free 1-800-880-3536

Please read this document with care so that you will have a full understanding of the Plan and what it could mean to you and your family.

This document is void and of no effect if you are not entitled to or have ceased to be entitled to the dental coverage.

I ELIGIBILITY

- A. You are eligible if you are a full-time employee, working within an eligible class.
- B. Eligible dependents include your spouse and your unmarried child(ren), who are dependent on you for their support, to age 26; Newborn and adopted children are covered from the moment of birth or date of placement; Children for whom a court order of support applies.
- C. The date of eligibility is determined by your Organization. Newborn children are covered the first day of the month following the date of birth and legally adopted children, foster children, and stepchildren are covered the first day of the month following placement, as long as TDAUT is notified within thirty (30) days and any Prepayment fee is paid within that period. Check with your employer Organization if you have any questions about when coverage begins."
- D. Dependents of an Enrollee who are in active military service are not eligible for coverage under the Plan.

The eligibility of all Covered Persons, for the purpose of receiving benefits under the Plan, shall, at all times, be contingent upon the applicable monthly premium payment having been made for such Covered Persons by the Group on a current basis.

PLAN TC-6000

II. SCHEDULE OF BENEFITS AND COPAYMENTS

<u>ADA CODE</u>	<u>PROCEDURE DESCRIPTION</u>	<u>CO-PAYMENT</u>	<u>ADA CODE</u>	<u>PROCEDURE DESCRIPTION</u>	<u>CO PAYMENT</u>
DIAGNOSTIC			RESTORATIVE (Continued)		
D0120	Periodic oral exam (twice in any 12 consecutive months).....	N/C	D2930	Stainless steel crown.....	\$55
D0140	Emergency oral exam (during office hours).....	\$25	D2932	Prefabricated resin crown	\$75
D0150	Initial oral exam (once in any 12 consecutive months).....	N/C	D2940	Sedative filling.....	\$22
D0180	Comprehensive Periodontal Eval (once in any 12 consecutive months).....	N/C	D2950	Crown buildup, including any pins	\$65
D0210	Intraoral - complete including bitewing x-rays (once in a 3 year period).....	N/C	D2951	Pin retention per tooth	\$10
D0220	Single periapical x-ray	N/C	D2952	Cast post and core.....	\$85
D0230	Each addition film.....	N/C	D2954	Prefabricated post and core	\$75
D0270/72	Bitewing x-rays (single & two films)	N/C	D2960	Labial veneer laminate - chairside	\$250
D0274	Bitewing x-rays (once in a 6 mo period).....	N/C	D2970	Temporary crown (Fractured Tooth).....	N/C
D0277	Verticle Bitewing x-rays (once in a 6 mo period) ..	N/C	D2980	Repair crown	\$45
D0330	Panoramic film-including bitewing x-rays (once in a 3 year period).....	N/C	D3960	Cosmetic Bleaching, Per Arch.....	\$115
D0470	Diagnostic casts.....	N/C	D3961	Cosmetic Bleaching, Both Arches.	\$220
D9310	Consultation	N/C	ENDODONTICS**		
D9430	Office Visit.....	\$10	(Treatment from a Plan specialist MUST be pre-approved by the Plan, TDAUT, PRIOR to any services rendered.)		
D9999	Sterilization	N/C	D3110	Pulp capping/direct.....	\$20
PREVENTIVE			D3120	Pulp capping/indirect.....	\$17
D1110	Prophylaxis-Adult (once in a 6 mo period)	N/C	D3220	Therapeutic pulpotomy.....	\$40
D1120	Prophylaxis-Child (once in a 6 mo period)	N/C	D3230	Pulpal Therapy (Resorbable Filling) Ant Prim.....	\$45
D1201	Fluoride treatment with Prophylaxis-Child	N/C	D3240	Pulpal Therapy (Resorbable Filling) Post Prim.....	\$45
D1203	Fluoride treatment (once in 12 mo period to age 15) ..	N/C	D3310	RCT anterior.....	\$180
D1310	Dietary planning.....	N/C	D3320	RCT bicuspid.....	\$250
D1330	Preventive dental education, home care	N/C	D3330	RCT molar.....	\$340
D1351	Sealant per tooth.....	\$12	D3346	Retreat Previous RCT anterior	15-20% Discount
D1510	Space maintainer -fixed unilateral.....	\$30+Lab Fee	D3347	Retreat Previous RCT bicuspid	15-20% Discount
D1515	Space Maintainer -fixed bilateral	\$50+Lab Fee	D3348	Retreat Previous RCT molar.....	15-20% Discount
D1520	Space Maintainer -removable unilateral..	\$30+Lab Fee	D3351	Apexification/Recalcification-Initial	15-20% Discount
D1525	Space Maintainer -removable bilateral....	\$50+Lab Fee	D3352	Apexification/Recalcification-Interiml ..	15-20% Discount
D1550	Recement space maintainer	\$15	D3353	Apexification/Recalcification-Final.....	15-20% Discount
RESTORATIVE			D3410	Apicoectomy per tooth (anterior only)	\$250
D2140	Amalgam - 1 surface perm	\$16	D3421	Apicoectomy per tooth (bicuspid)	15-20% Discount
D2150	Amalgam - 2 surface perm	\$25	D3425	Apicoectomy per tooth (molar).....	15-20% Discount
D2160	Amalgam - 3 surface perm	\$37	D3426	Apicoectomy per tooth (each add).....	15-20% Discount
D2161	Amalgam - 4 or more surfaces perm	\$43	D3430	Retro fill per tooth	\$85
D2330	Resin - 1 surface anterior	\$30	D3450	Root amputation	\$95
D2331	Resin - 2 surfaces anterior.....	\$40	D3920	Hemisection.....	\$125
D2332	Resin - 3 surfaces anterior.....	\$51	PERIODONTICS **		
D2335	Resin - 4 or more surfaces anterior	\$62	(Treatment from a Plan specialist MUST be pre-approved by the Plan, TDAUT, PRIOR to any services rendered.)		
D2390	Resin - based composite crown, anterior	\$90	D4210	Gingivectomy or gingivoplasty/quad	\$200
D2391	Resin - 1 surface posterior.....	\$33	D4211	Gingivectomy or gingivoplasty/tooth	\$60
D2392	Resin - 2 surface posterior.....	\$64	D4240	Gingival flap procedure inc. rt. Planning 4+ teeth	\$250
D2393	Resin - 3 surface posterior.....	\$79	D4241	Gingival flap procedure inc. rt. Planning 1-3 teeth.....	\$150
D2394	Resin - 4 or more surfaces posterior.....	\$99	D4260	Osseous surg/quad (flap entry & closure) 4+ teeth.....	\$280
D2510	Inlay metallic - 1 surface	\$145	D4261	Osseous surg/tooth (flap entry & closure) 1-3 teeth ..	\$250
D2520	Inlay metallic - 2 surfaces	\$180	D4320	Provisional splinting - intracoronal.....	\$100
D2530	Inlay metallic - 3 surfaces	\$225	D4321	Provisional splinting - extracoronal.....	\$100
D2543	Onlay metallic (3 surfaces).....	\$220	D4341	Periodontal scaling & root planing/quad 4+ teeth	\$85
D2544	Onlay metallic (4 or more surfaces)	\$250	D4342	Periodontal scaling & root planing/tooth 1-3 teeth.....	\$55
D2710	Acrylic (plastic) crown - lab processed.....	\$110	D4355	Full mouth debridement	\$50
D2720/22	Acrylic w/metal crown	\$250	D4381	Local Delivery-Chemo to Tissue	20% Discount
D2740	Porcelain crown.....	\$275+Lab Fee	D4910	Periodontal maintenance following active therapy	\$55
D2750/52	Porcelain w/metal crown.....	\$250+Lab Fee	REMOVABLE PROSTHODONTICS		
D2790	Full crown	\$250+Lab Fee	D5110	Complete upper denture(3 adj. w/in 60 days)	\$190+LabFee
D2810	3/4 metal crown.....	\$250+Lab Fee	D5120	Complete lower denture(3 adj. w/in 60 days).....	\$190+LabFee
D2910/20	Recement crown, inlay, facing only	\$20	D5130	Immediate upper denture(4 adj. w/in 60 days) ..	\$220+LabFee
			D5140	Immediate lower denture(4 adj. w/in 60 days) ..	\$220+LabFee

ADA CODE	PROCEDURE DESCRIPTION	CO-PAYMENT
REMOVABLE PROSTHODONTICS (Continued)		
D5211-12	Upper or lower partial - resin base.....	\$190+LabFee
D5213-14	Upper or lower partial - cast metal base w/resin saddles (including any conventional clasps, rests & teeth).....	\$220+LabFee
D5281	Removable unilateral partial denture	\$250
D5410/22	Denture adjustment (upper, lower, complete or partial).....	\$35
D5510	Repair broken complete denture base	\$20+Lab Fee
D5520	Replace missing or broken teeth complete denture base.....	\$20+Lab Fee
D5610	Repair resin saddle or base	\$25+Lab Fee
D5620	Repair cast framework	\$25+Lab Fee
D5630	Repair or replace broken clasp.....	\$30+Lab Fee
D5640	Replace broken teeth (per tooth).....	\$20+Lab Fee
D5650	Add tooth to existing partial denture.....	\$25+Lab Fee
D5660	Add clasp to existing partial denture.....	\$25+Lab Fee
D5670/71	Replace all teeth and acrylic-cast metal	20% Discount
D5710/21	Rebase (upper, lower, complete or partial) ..	\$25+Lab Fee
D5730/41	Reline chairside (Upper, lower, complete or partial).....	\$70
D5750/61	Reline lab (Upper, lower, complete or partial)	\$45+Lab Fee
D5850	Tissue reconditioning per denture.....	\$30

FIXED PROSTHODONTICS

D6010/95	Implant.....	20-25% Discount
D6210/12	Cast pontic	\$250+Lab Fee
D6240/42	Porcelain w/metal pontic.....	\$250+Lab Fee
D6245	Porcelain ceramic pontic.....	\$275+Lab Fee
D6250/52	Acrylic pontic	\$250+Lab Fee
D6545	Cast metal retainer for acid etch bridge (Maryland Bridge - per unit).....	\$175
D6720/22	Acrylic w/metal crown.....	\$250+Lab Fee
D6740	Porcelain ceramic crown.....	\$275+Lab Fee
D6750/52	Porcelain / metal crown	\$250+Lab Fee
D6780	3/4 metal crown	\$250+Lab Fee
D6790/92	Full metal crown	\$250+Lab Fee
D6920	Connector Bar	\$45
D6930	Recement bridge - per cemented unit.....	\$30
D6940	Stress breaker, simple	\$25+Lab Fee
D6950	Precision attachment	\$150
D6980	Bridge repair	\$25+Lab Fee

ORAL SURGERY**

(Treatment from a Plan specialist MUST be pre-approved by the Plan, TDAUT, PRIOR to any services rendered.)

D7111	Extraction, coronal remnants – deciduous tooth.....	\$30
D7140	Extraction, erupted tooth or exposed roots	\$40
D7210	Surgical extraction	\$75
D7220	Soft tissue impaction.....	\$80
D7230	Partial bony impaction	\$95
D7240	Complete bony impaction	\$115
D7240	Complete bony impaction with complications	\$125
D7250	Surgical root recovery.....	\$60
D7270	Tooth reimplantation & stabilization	\$125
D7280	Surgical exposure of impacted tooth.....	\$160
D7286	Biopsy of oral tissue - soft	\$35+Lab Fee
D7310	Alveoloplasty/quad w/extraction.....	\$80
D7320	Aveoloplasty/quad w/o extractions	\$200
D7470	Removal of exostosis - maxilla or mandible	\$265
D7510	Intra - oral I & D or abscess.....	\$65
D7911	Simple suture (includes post op. visit)	N/C
D7960	Frenectomy	\$140

ADA CODE	PROCEDURE DESCRIPTION	CO-PAYMENT
ORTHODONTICS		

D8010-8999 Orthodontics..... 15-25% Discount*

TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)

TMJ Treatment

OTHER SERVICES

D9110	Emergency palliative treatment.....	\$35
D9210	Local anesthetic	N/C
D9230	Analgesia / Nitrous oxide.....	\$20
D9440	Office visit (after regular scheduled hours).....	\$35
D9940	Nightguard (occlusal guard) limited to one in a 12 month period)	\$155
D9951	Occlusal adjustment - limited.....	\$25
D9952	Occlusal adjustment - complete	\$90
D9999	Missed/canceled appointment (without 24 hour notice)....	\$25

SPECIAL LIMITATIONS

•This Schedule Of Benefits And Co-payments is for non-precious metals only. If gold is used, there will be an additional charge according to the current market value of gold.

•Procedures or services not listed will be provided at Usual & Customary fees.

*Orthodontic coverage is the discount filed with TDAUT. Please see provider listing for details.

**** ENDODONTIC, PERIODONTIC AND ORAL SURGERY TREATMENTS FROM A PLAN SPECIALIST MUST BE PRE-APPROVED BY THE PLAN ADMINISTRATOR, TDAUT, PRIOR TO ANY SERVICES RENDERED. SPECIALITY CARE SERVICES NOT LISTED ARE DISCOUNTED BY THE RATE FILED WITH TDAUT INC**

***** Pedodontic coverage is the discount filed with TDAUT (20-25% off the participating pedodontists regular fee).**

- III CO-PAYMENTS** - The Co-payment amount in the Schedule Of Benefits and Co-Payments, contained herein are payable by you directly to the Dental Office as treatment is received. You should discuss all future payments and costs before new appointments are made. The Dental Office staff will help you plan your dental treatment and payments.
- IV SPECIALTY CARE** - Sometimes your selected dentist will identify a problem that is best treated by a specialist. In this case, your dentist will refer you, where available, to a fully qualified specialist in the Total Care Dental Network who specializes in the care you need. Depending on your plan of coverage (refer to your Schedule of Benefits and Co-Payments), treatment provided by a specialist may require Plan authorization. Your selected Plan Provider will initiate this authorization. Eligible dental care services from a specialist are those services specifically listed under the specialist category of the Schedule of Benefits and Co-payments.
- V EXTENDED CARE** - Upon termination of eligibility or termination of the Group Agreement, the Plan will complete any procedures started, but only the procedures in progress.
- VI EFFECTIVE DATE OF COVERAGE**
- A. Initial enrollment must be made within thirty (30) days following the date of hire or the Employer's period of probation. If enrollment is received prior to the fifteenth (15th) day of the month, coverage will begin on the first day of the following month. If TDAUT does not receive the completed application as required above, the Employee must wait until the next open enrollment period.
 - B. A spouse and child(ren), newly acquired through marriage, must make application within thirty (30) days of marriage. If said application is received prior to the fifteenth (15th) day of the month, coverage will begin on the first day of the following month. Except for newborn natural children and adopted children, who are enrolled within sixty (60) days from the date of the birth of the natural child or sixty (60) days after placement of the adopted child, family members, who do not enroll during the initial enrollment period, cannot enroll until the next annual open enrollment period.
- VII PARTICIPATING PLAN PROVIDERS (DENTISTS)**
- A. Benefits Obtained From Plan Providers - Except for out-of area emergency care, benefits are available only from your selected Plan Provider.
 - B. List of Plan Providers - You may obtain a current list of Plan Providers from the Plan's Administrative Office located at 969 East Murray Holladay Road, Suite 4E, Salt Lake City, Utah 84117, telephone no. (801) 268-9740 or 1-800-880-3536.
 - C. Choosing a Plan Provider -You may choose any Plan Provider from the list of Plan Providers referred to above. Upon request, the Plan Administrator will assist you in selecting a Plan Dentist; but may not recommend any particular dentist. All covered family members must go to the same Plan Provider. You must choose a Plan Provider at the time you enroll. You must have a Plan provider to receive benefits.
 - D. Changing Plan Providers - You may change Plan Providers. If you notify the Plan, in writing, by the fifteenth (15th) day of the month, the change will be effective on the first of the following month. Should your Plan Provider stop participation, the Plan reserves the right to transfer you to another Plan Provider of your choosing.
- All Plan Providers (Dentists) furnishing services to a Member do so as independent contractors. TDAUT shall not be liable for any claim or demand for damages arising out of or in any manner connected with any injuries suffered by a Member while receiving dental services.
- VIII EMERGENCY CARE**
- A. If you are less than fifty (50) miles from your Plan Provider, you should always attempt to obtain emergency care from your Plan Provider **FIRST**.
 - B. If you are seeking emergency care during normal business hours and your selected Plan Provider is not accessible, you should contact the Plan for assistance at (801) 268-9740 or 1-800-880-3536.
 - C. If your Plan Provider is not accessible and after you have made a reasonable attempt to contact the Plan for assistance or you are more than fifty (50) miles from your Plan Provider, then you should seek emergency dental care for the relief of pain, bleeding or swelling from any licensed dentist. Under such circumstances, the Plan will pay up to a maximum of \$50.00 per contract year per person. A written itemized statement for these services must be presented to TDAUT, Inc. for reimbursement. If it is necessary to have additional treatment, it must be done by your Plan Provider.
- IX SCHEDULING AN APPOINTMENT** - After your Plan becomes effective, you can schedule an appointment by contacting your selected participating Provider. Your dentist will offer you an appointment generally within thirty (30) days of your call - or within 24 hours for emergency care. Most dental appointments are scheduled Monday through Friday during regular working hours. Each Plan Provider is an independent practitioner who establishes his or her own hours. Some have evening and/or weekend hours. Call your Plan Provider to ask about office hours and the availability of emergency dental services.
- X PLAN IDENTIFICATION CARD** - Although an I.D. card will be issued to you, it is not necessary in order to receive dental care from your Plan Provider. Your name will appear on an eligibility list, which is sent to your selected dentist each month.
- XI WORKERS' COMPENSATION EXCLUSION** - Expenses for which payment is required under applicable Workers' Compensation statutes are not eligible for payment under this dental plan.
- XII COORDINATION OF BENEFITS** - This Coordination of Benefits (COB) provision applies to this Plan when a Member and/or Subscriber has other dental care coverages.
- In the event benefits apply under two or more dental care coverages, the following provisions apply:
- A. If the other dental care coverage does not contain a coordination of benefits provision, the benefits of that coverage will be determined before any benefits under this Plan.
 - B. If the other dental care coverage contains a coordination of benefits provision, the rules establishing the order of benefit determination are:
 1. The benefits of the plan, which covers the person as an employee, member or subscriber, that is, other than as a dependent, are determined before those of the plan, which cover the person as a dependent.
 2. For dependent child/parents living together:
 - i. The benefits of the plan of the parent whose birthday falls earlier in the calendar year are determined before those of the plan of the parent whose birthday falls later in the year.
 - ii. If both parents have the same birthday, the benefits of the plan, which covered the parent longer, are determined before those of the plan, which covered the other parent for a shorter time.
 - iii. If the other plan does not have the rule described in XII-B-1,2,3, but instead has a rule based on another order, and if, as a result, the coordinating plans do not agree on the order of benefits, the rule of the other plan will determine the order of benefits.
 3. Dependent child/parents separated, divorced, or not living together:
 - i. first, the plan of the custodial parent of the child;
 - ii. then, the plan of the spouse of the custodial parent of the child;
 - iii. then, the plan of the non-custodial parent; and

- iv. finally, the plan of spouse of the non-custodial parent.
 - a. If the specific terms of a court decree state that one of the parents is responsible for the child's health care expenses or health insurance coverage, and the plan of that parent has actual knowledge of those terms, that plan is primary. If the parent with responsibility has no coverage for the child's health care services or expenses, but that parent's spouse does, the spouse's plan is primary. This subparagraph shall not apply with respect to any claim determination period or plan year during which benefits are paid or provided before the entity has actual knowledge.
 - b. If the specific terms of a court decree state that the parents have joint custody, without stating that one of the parents is responsible for the health care expenses or health insurance coverage of the child and the child's residency is split between the parents, the order of benefit determination rules outlined in Subsection R590-131-4 B.2. Dependent Child/Parents Married or Living Together shall apply. This subparagraph shall not apply with respect to any claim determination period or plan year during which benefits are paid or provided before the entity has actual knowledge.
- v. If there is no court decree allocating responsibility for the child's health care services or expenses, the order of benefit determination among the plans of the parents and the parents' spouses, if any, is:
 - a. the plan of the custodial parent;
 - b. the plan of the spouse of the custodial parent;
 - c. the plan of the non-custodial parent; and then
 - d. the plan of the spouse of the non-custodial parent.
- 4. Active/Inactive Employee, Member or Subscriber. The benefits of a plan, which covers a person as an active employee, member, and subscriber, are determined before those of a plan, which cover that person as an inactive employee, member, or subscriber. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this provision is ignored.
- 5. Longer/Shorter Length of Coverage. If none of the above rules determine the order of benefits, the benefits of the plan which covered an employee, member, or subscriber longer are determined before those of the plan which covered that person for the shorter term.
 - i. To determine the length of time a person has been covered under a plan, two plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended.
 - ii. The start of a new plan does not include:
 - a. a change in the amount or scope of a plan's benefits;
 - b. a change in the entity which pays, provides or administers the plan's benefits; or
 - c. a change from one type of plan to another, such as, from a single employer plan to that of a multiple employer plan.
 - iii. The claimant's length of time covered under a plan is measured from the claimant's first date of coverage under that plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present plan has been in force.

C. If the individual is covered under two (2) dental care coverages when none of the above applies, the benefits of the plan which has covered the individual for the longer period of time shall be primary.

The Plan may, without consent or notice to any Member, release to or obtain from any insurance company or other organization or person, any information, which may be necessary regarding coverage, expense and benefits. Any Member claiming benefits under this Group Dental Plan must furnish the Plan such information as may be necessary for the purpose of administering this provision.

In the event the Plan provides benefits to or on behalf of a Member and/or Subscriber in excess of the amount which would have been payable by reason of the Member's and/or Subscriber's coverage under another health and/or dental care program, the Plan shall be entitled to recover the amount of such excess from the Member and/or the Subscriber.

XIII THIRD PARTY RESPONSIBILITY - In the event a Member and/or Subscriber sustains any illness or injury for which a third party may be responsible, the Plan, up to the amount of benefits paid or provided, shall be entitled to the proceeds of any settlement or judgement which results in a recovery from the third party; but only under the conditions that the covered Member and/or Subscriber is made whole first.

XIV CONTINUATION OF COVERAGE - You and your dependents are entitled to continue coverage, should you and/or your dependents' eligibility under the Plan cease. You must provide written notification of request for continuation of coverage with appropriate membership dues (premium) within sixty (60) days of the date your eligibility ceases. For continuation under the **COBRA** Act, if applicable, contact your Employer for details.

XV TERMINATION - Benefits under this Plan shall cease upon any of the following events:

- A. On the date of the expiration of the period for which the last payment was made.
- B. Upon the date of entry into full-time military service.
- C. On the last day of the month during which termination notice occurs, or thirty (30) days from the date that the termination notice is received by the Member and/or Subscriber, whichever date is later, in the event that a Member and/or Subscriber fails to maintain a satisfactory dentist-patient relationship, i.e. the Plan Provider no longer desires to treat the Member and/or Subscriber.
- D. In the event premiums are delinquent, services and benefits under the Plan shall be suspended effective on the last day of the month during which the delinquency occurred.
- E. On the date the Plan contract terminates, if not renewed.

XVI DENTAL RECORDS - The dental records of the Member and/or Subscriber concerning services performed herein shall remain the property of the Plan dentist.

XVII CUSTOMER SERVICE INQUIRES - Plan Members and/or Subscribers customer service is available by calling TDAUT at (801) 268-9740 or toll-free 1-800-880-3536 during normal business hours. All group dental plan inquires, including grievance procedures are handled by TDAUT.

XVIII EARLY TERMINATION PENALTY - While employed with the Group, the Subscriber agrees to remain enrolled as a Member of the Group Dental Plan for a minimum of one year. Less than one-year membership may result in the Subscriber being billed usual service fees minus premium and Co-payments paid.

PRINCIPAL EXCLUSIONS AND LIMITATIONS

1. Prophylaxis is limited to one every six (6) months.
2. Fluoride application is limited to one per year to age fifteen (15).
3. Supplement bitewing x-rays are limited to one series of four films in any six (6) consecutive months.
4. Complete mouth or panorex x-rays are limited to once every thirty-six (36) months.
5. Sealants are covered to the age of seventeen (17) and are limited to permanent molars only.
6. Periodontal treatment (sub-gingival curettage and root planing) are limited to five quadrants in any twelve (12) consecutive months.
7. Replacement of a restoration is covered only when it is dentally necessary.
8. Oral examinations are limited to twice in any period of twelve (12) consecutive months.
9. Fixed bridgework will be covered only when a partial cannot satisfactorily restore the case. If fixed bridges are used when a partial could satisfactorily restore the case, it is considered optional treatment.
10. Partial dentures are not to be replaced within any five (5) year period unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible.
11. Full upper and/or lower dentures are not to exceed one each in any five (5) year period. Replacement will be provided by the Plan for an existing full or partial denture only if it is unsatisfactory and cannot be made satisfactory by either relines or repair.
12. Denture relines are limited to two (2) in any year.
13. Services for injuries or conditions which are covered under Workers' Compensation or Employers' Liability Laws.
14. Services which, in the opinion of the attending dentist, are not necessary for the patient's dental health.
15. Temporomandibular joint treatment (TMJ), except as provided herein.
16. Elective or cosmetic dentistry, except as provided herein.
17. Oral surgery requiring the setting of fractures or dislocations. Orthonognathic surgery or extractions solely for orthodontic purposes.
18. Treatment of malignancies, cysts or neoplasms or congenital malformations, except congenital anomaly of a tooth or teeth covered from birth.
19. Dispensing of drugs.
20. Hospital charges of any kind.
21. Loss or theft of dentures or bridgework.
22. Any procedure of implantation or of an experimental nature.
23. General anesthesia or IV/conscious sedation.
24. Services that cannot be performed because of the general health, physical or behavioral limitations of the patient.
25. Fees incurred for broken or missed appointments (without 24 hours notice) are the Member's responsibility.
26. Dental expenses incurred in connection with any dental procedure started prior to the effective date of coverage.
27. Dental expenses incurred in connection with any dental procedure started after termination of eligibility for coverage.
28. Any procedure performed for the purpose of correcting contour, contact or occlusion. Any procedure to correct tooth structure lost due to attrition, erosion or abrasion.
29. Any procedure that is not specifically listed as a covered benefit.
30. Provider may refuse treatment to any patient who continually fails to follow a prescribed course of treatment.
31. Any dental treatment which, in the opinion of the Plan's dental consultant has a poor prognosis.
32. Nightguard (occlusal guard) limited to one each twelve (12) months.
33. Services performed by a dentist who is not a Participating Dentist , except for emergency care as provided herein.
34. Partial dentures are not to be replaced within any five (5) year period unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible.
35. Initial oral exam or Comprehensive periodontal evaluation are limited to once every twelve (12) months.

ORTHODONTIC PLAN EXCLUSIONS AND LIMITATIONS

1. No benefits will apply for a treatment program which began before the Member/Subscriber enrolled in the Orthodontic Plan.
2. No benefits will apply for lost or broken appliances.
3. Extractions are not included as a benefit.
4. Additional fees, for which you are responsible, may be charged by the dentist for:
 - a. Care required in excess of 24 months from the time of banding.
 - b. Gross non-cooperation.
 - c. Accidents occurring during the period of treatment.
 - d. Cases involving surgical orthodontics.
 - e. Cases involving myofunctional therapy of TMJ.
5. If the Member and/or Subscriber relocates to an area and is unable to receive treatment from a member Orthodontist, coverage under the Plan ceases and it becomes the obligation of the Member and/or Subscriber to pay the usual and customary fee of the Orthodontist where the treatment is completed.
6. Choice of an Orthodontist is limited to Orthodontists participating in the Plan or to Orthodontists who will accept the fees outlined in the Plan.
7. If the Member and/or Subscriber becomes ineligible for benefits under this Plan for treatment, coverage under the Plan ceases and it becomes the obligation of the Member and/or Subscriber to pay the remaining balance due the Orthodontist.