

SECTION F



DENTAL BENEFITS

Section	Page
Eligibility	F . 1
Benefit Year	F . 1
What is Covered	F . 1
Highlights of the Program	F . 2
Orthodontic Treatment	F . 2
Procedures for Obtaining PPO Services	F . 2
PPO Performance Review	F . 3
PPO Administrator	F . 3
How and Where to File an Out-of-Network Claim.....	F . 3
When a Charge is Incurred	F . 3
Alternate Treatment Provisions.....	F . 3
Benefits Pre-Certification	F . 4
Important Limitations	F . 4
Charges Not Covered	F . 4
Extended Dental Benefits	F . 5
Coordination of Benefits (COB)	F . 5
Assignment of Benefits	F . 6
Claims Appeals Process	F . 6
Other Important Facts.....	F . 6
Definitions	F . 7
Proof of Claim	F . 8
COBRA Optional Continuance.....	F . 8
Claims Administrator.....	F . 8



F. DENTAL BENEFITS

ELIGIBILITY



Members and dependents are eligible for dental benefits as long as they satisfy the eligibility and enrollment requirements as outlined in the “Fund Eligibility and Membership” section of this booklet.

BENEFIT YEAR

The dental benefit year runs from January 1st through December 31st.

WHAT IS COVERED

Benefits are payable for Covered Dental Charges incurred during a benefit year during which the member or dependent is eligible for these benefits. Covered Dental Charges include charges for:

- Routine oral exams (including diagnosis) and prophylaxis (including scaling and polishing) but not more than once in any consecutive six-month period for each covered person.
- X-rays (limitation: charges for full-mouth x-rays series or panoramic x-rays will be covered once every 36-month period).
- Topical application of fluoride for covered persons who have not reached age 16, but not more than one application in any consecutive six-month period for each covered person.
- Drugs prescribed by a provider for a dental condition. (Please note - if you utilize a PPO Provider, medication(s) prescribed by such Provider is covered through the Out-of-Network benefits - subject to deductible and co-payment.)
- Extractions, fillings, inlays, onlays and crowns. Inlays, onlays and crowns are limited for replacement due to decay, fracture or loss of natural tooth structure beyond the point of restoring with amalgam or composite. (Limitation: replacement of inlays/onlays or crowns less than three years old, by another such restoration or bridge unit, will not be covered.)
- The localized delivery of antimicrobial agents is only covered if clinically approved and rendered by a periodontist.
- Oral surgery, and root canal therapy.
- A denture or bridge is considered to be installed for the first time if it does not replace any existing denture or bridge.
- Replacing or altering a denture or fixed bridge if the change is needed due to oral surgery which involves changing the position of muscle attachment or removal of a tumor, cyst, torus, or excess tissue.
- Replacing a full or partial denture if needed due to a change in the structure of the mouth or the prosthetic device as long as the device cannot be made serviceable, if replaced three years after the date the bridge or denture was installed, which was covered under this plan.
- Replacing a fixed bridge that cannot be made serviceable, if replaced three years after the date the bridge was installed, which was covered under this plan.
- Repairing a denture or bridge.
- Application of pit and fissure sealants on unrestored permanent molars (limited to one treatment per tooth in a 24-month period and only for covered dependents up to age 16).
- Orthodontic appliances and treatment, if incurred during a course of orthodontic treatment. This term means that period which:
 - begins when the first orthodontic appliance is installed; and
 - ends when the last appliance is removed.
- Implants (Limitation: Replacement of implant less than seven years old after the date the previous initial implant was installed, will not be covered).

Please refer to the section “Important Limitations” on Page F.5 for information on limitations on implants.

Approval of all implant cases will be subject to the dental claims administrator’s discretion based on such issues as cost effectiveness, clinical appropriateness and likelihood of success. In addition, pre-treatment authorization is required for all dental implants.

Please also refer to F. 5, “Charges Not Covered.”



HIGHLIGHTS OF THE PROGRAM

The MBF Dental Plan pays a benefit for covered expenses. The amount of your benefit depends on whether you go to an in-network or out-of-network provider.

In-Network Benefits (Preferred Provider Organization (PPO) Plan)

The Dental Plan provides quality dental coverage through the Administrative Services Only, Inc. (ASO) and the Careington networks of licensed providers and dental specialists who agree to provide care at a discounted price for covered services. By using a PPO provider, you maximize the value you derive from this plan and receive the highest level of benefit. In-network dentists file claim forms with ASO, and receive reimbursement directly from them. In-network dentists accept what the Plan pays (less any deductibles or co-insurance or amounts over the benefit maximum) as payment in full. Covered preventive and diagnostic services are reimbursed at 100% of the discount price and are not subject to the deductible. They are subject to the annual benefit maximum.

Out-of-Network Benefits

Out-of-network dentists are those who have not entered into an agreement with ASO or Careington, to provide covered services at a discounted price. If you receive dental services from an out-of-network dentist during a benefit year, Covered Dental Charges are subject to a deductible and co-insurance and the benefit maximum. The deductible is waived for preventive and diagnostic expenses such as oral exams, cleanings, and X-rays.

After satisfying the deductible amount, benefits are paid based on the charges submitted for covered Dental services, up to the scheduled maximum allowance for each type of service in a certain geographical area, as determined by ASO. Out-of-network dentists may accept an assignment of benefits and may bill you for the difference between what the plan pays as a benefit and what their actual charge is. Therefore, you are responsible for paying any charges in excess of that amount. Additionally, they may or may not file claim forms for you. Once services have been rendered, claim forms must be sent to ASO.

	In-Network	Out-of-Network
Annual Deductible (Amount you must pay out-of-pocket to a provider before MBF will issue reimbursement)	\$50/Individual \$150/Family	\$100/Individual \$300/Family
Preventive/Diagnostic*	100%	80%
Basic Restorative (Extractions, fillings, root canals and periodontal treatment)	90%	80%
Major Restorative (Crowns, dentures and bridges)	90%	80%
Implants	80%	80%
Annual Maximum (Per Individual)	\$5,000	
Lifetime Orthodontic Maximum** (Per Individual)	\$6,000	
* Not subject to deductible		
** Separate deductible (\$50 in-network and \$100 out-of-network per individual) and payment (100% of the discounted price for in-network services and 80% up to the maximum fee allowance for out-of-network services, up to the lifetime benefit maximum amount).		

ORTHODONTIC TREATMENT

In addition to the annual dental benefit of \$5,000, there is a separate \$6,000 lifetime maximum for orthodontic treatment. The orthodontic benefit covers care for diagnosis, evaluation and pre/post installation of braces up to the lifetime maximum, for members and dependents.

PROCEDURE FOR OBTAINING PPO SERVICES

1. Just follow these steps to select a PPO dentist: Select a provider from the Fund's dental PPO directory, which is available on the ASO Web site at asombf.com. Once you have entered the Web site, click "Search Participating Dentists." You can search providers by city, county, zip code or specialty. You may also view your costs by choosing to view "your expected out of pocket expense" by each provider. You may also call ASO at 1-877-844-7667.
2. Contact the Provider to arrange an appointment, identify yourself as an eligible member (or a dependent) of the Management Benefits Fund with coverage through ASO, and confirm that the Provider is a current PPO provider.
3. At the time of the appointment, complete the member statement section of the claim form provided by the dentist. Participating and non-participating providers may use any standard ADA type claim form.
4. Sign the claim form allowing the provider to submit a pre-treatment estimate (when necessary) for confirmation from the Claims Administrator of the covered benefits or sign the form upon completion of services authorizing Fund payment directly to the provider for services rendered.



Note: It is important to understand that the Management Benefits Fund does not recommend or endorse any provider. You are responsible for selecting the provider of your choice, participating or non-participating, and you should exercise the same care and apply the same criteria in selecting a participating provider that you would in selecting a non-participating provider. Because many providers may practice at a site which is listed as participating, you should verify the participation status of the dentist who is actually providing treatment

PPO PERFORMANCE REVIEW

The performance of the PPO panel is reviewed on a continuing basis to monitor for quality dental services.

ASO systematically monitors and evaluates the delivery and appropriateness of dental care provided by its participating providers. In addition, all ASO providers have been fully credentialed. The ASO and Careington programs employ, among other means, patient satisfaction surveys, evaluation of treatment outcomes, and monitoring of disciplinary actions taken by official agencies.

Fund members are encouraged to notify the MBF Administrative Office as well as the appropriate PPO Administrator immediately, by telephone or mail, of any complaint involving services received.

PPO ADMINISTRATOR

The PPO Administrator for the Fund's Dental program is:

Administrative Services Only Inc.
303 Merrick Rd., Suite 300
Lynbrook, NY 11563

For information regarding participating providers, please refer to the MBF PPO directories or call:

Administrative Services Only, Inc.
1-877-844-7667 (Dedicated customer service line for MBF members)

HOW AND WHERE TO FILE AN OUT-OF-NETWORK CLAIM

1. Out-of-Network providers should use a Management Benefits Fund claim form. To request a claim form, you may call ASO at 1-877-844-7667 or the Fund at 1-212-306-7290 or 1-800-400-MBF (623) if outside New York State or download a claim form at www.nyc.gov/mbf or asombf.com. Standard ADA dental claim forms will also be accepted by the Administrator.
2. Complete the employee's portion of the claim form for dental expense benefits. Use a separate form for each member of your family. Follow the instructions given on the form.
3. Have your provider complete the provider's portion of the claim form.
4. Send the completed form to the Management Benefits Fund's Claims Administrator:

ADMINISTRATIVE SERVICES ONLY (ASO), Inc.
PO Box 9005

Lynbrook, New York 11563

Or have your dentist electronically file your claim with ASO, payor ID # CX076

In order to be considered for payment, claims must be submitted within 24 months from the date of services. If you have any questions regarding your claim, please call Customer Service at 1-877-844-7667.

WHEN A CHARGE IS INCURRED

A charge is incurred on the date dental services are provided, on the date of insertion for dentures, bridges and crowns, and on the date of completion for root canal therapy.

ALTERNATE TREATMENT PROVISION

The Claims Administrator currently applies the Alternate Treatment Provision in determining coverage for certain services. This means that, in certain instances where there is more than one course of treatment available that can provide a professionally acceptable result, payment is based on the least costly treatment option. Guidelines for applying the Alternate Treatment Provision are established by the Fund, its consultants, and the Claims Administrator. For example,



suppose your provider can restore a posterior tooth with an amalgam filling, and you request a more costly type of restoration, like a composite filling. As the less costly amalgam would produce the same result, the plan will pay a benefit equal to the amount normally paid to the provider for the amalgam filling. You do not have to accept the less expensive procedure. You must pay any additional charges if you choose the more expensive procedure.

BENEFITS PRE-CERTIFICATION

A treatment plan is required for orthodontic treatment and prosthetic procedures including crowns, laminates, inlays, onlays, implants, dentures, bridgework, partials, and periodontal surgery. This plan is a provider's written report giving the results of his/her exam of the covered person and the suggested treatment and charges. A treatment plan can be submitted for other courses of treatment where it would be useful to know in advance the amount of reimbursement prior to starting the course of treatment.

The Claims Administrator will estimate the benefits to be paid. Alternate procedures, services or courses of treatment will be considered in determining the benefits. As previously stated, Covered Dental Charges will be limited to the charge for the least costly method of treatment that will produce a professionally acceptable result. This includes the allowance of a removable partial denture in lieu of fixed bridgework when a member is bilaterally edentulous.

Pre-certification helps you make an informed decision before treatment begins by letting you know in advance the level of benefits available for certain services. Pre-certification is required for orthodontic treatment and prosthetic procedures including crowns, laminates, inlays and onlays, dentures, bridgework, partials, implants and periodontal surgery. The pre-certification process requires your provider to complete a claim form noting the entire treatment plan before treatment begins. To reduce processing time, please ask your provider to submit a copy of your x-rays for treatment involving such services as single crowns, inlays, onlays, implants, bridges, dentures, periodontics, and orthodontics.

The Claims Administrator will process the treatment plan and send both the provider and the member pre-certification statements identifying covered and non-covered services as well as the amount of benefits available under the plan.

IMPORTANT LIMITATIONS

The following list contains important limitations of your dental coverage:

- Prophylaxis (cleaning) and scaling & root planning cannot be performed on the same day. Payment will be made only for the scaling.
- If payment for osseous surgery and gingivectomy or periodontal scaling of teeth is requested when performed on the same day, payment will be made for osseous surgery only. Payment for gingivectomy or periodontal scaling of teeth are included in the osseous surgery payment when performed on the same day.
- Payment will be allowed for post and core only if there is root canal history for that specific tooth or an x-ray demonstrates that root canal therapy has been successfully performed.
- Periodontal maintenance procedures are limited to four visits per benefit year and each date of service must be separated by at least three full calendar months.
- Replacement of a crown for a specific tooth or implant, less than three years old will not be covered.

CHARGES NOT COVERED

Covered Dental Charges do not include charges for services and supplies:

- not ordered by a licensed provider.
- that are in excess of those that are reasonable and customary covered dental charges.
- performed or furnished by a member of the covered person's immediate family.
- This includes mother, father, sister, brother, niece, nephew, son, daughter or spouse.
- in a Veterans' Administration Hospital.
- due to loss or theft of an appliance.
- which a covered person would not legally have to pay if there were no coverage.
- due to war, declared or not.
- from a health department maintained by an employer, a union, a trustee or a similar type of entity.
- which are payable by a government agency, local or otherwise.



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- for cosmetic reasons, including altering or extracting and replacing sound teeth to change appearance.
 - for chairside labial veneers.
 - for dental work or dentures or bridges except as Covered Dental Charges previously specified.
 - for an injury or sickness due to employment with any employer or self-employment.
 - for dental charges due to an accidental injury to teeth. These charges may be covered under the member's primary health insurance plan and the Fund's Superimposed Major Medical Plan.
 - for diagnosing or treating conditions or dysfunctions of the temporomandibular joint.
 - for multiple bridge abutments.
 - for stabilizing periodontally involved teeth.
 - for broken appointments.
 - for bone grafts after extractions (may be eligible under Superimposed Major Medical Plan as a medical service).

Important: See "Other Important Facts" for other conditions that may affect this coverage.

EXTENDED DENTAL BENEFITS

If, at the time a person's coverage ends, he/she has not completed a dental procedure which began while covered, benefits will be paid for Covered Dental Charges incurred for the unfinished dental work as if coverage had not ended, but only for the following Covered Dental Charges:

- fixed bridgework and full or partial dentures
- crowns, inlays or onlays
- root canal therapy
- orthodontic treatment
- implants

Such coverage under this extended dental benefits provision is provided for the following time periods if pre-certification is received while covered and treatment has commenced:

- for up to one month after the date the person's coverage ends, if it ends because the plan terminates.
- for up to three months after the date the person's coverage ends or the person's title moves to a collective bargaining title and that title is no longer eligible under MBF.

COORDINATION OF BENEFITS (COB)

If any member or dependent is eligible for Fund benefits as an employee or retiree, that person is not eligible for coverage as a dependent. If you or a dependent is covered by another group dental plan in addition to the Fund dental plan, the Fund's plan will take into account benefits paid or payable by the other coverage(s) in determining if additional benefit payments can be made under the Fund dental plan. Coordination of Benefits (COB) allows both plans, and in some cases a third plan, to share expenses. One plan will be considered the "primary plan" and pay its benefits first, without regard to any other plan. Then, the "secondary plan" will adjust its benefits based on the amount paid by the primary plan. As a result, your benefits from this plan may be reduced by any other benefits you are eligible to receive. If you or a dependent uses a provider participating with your primary insurance and no out of pocket expense is incurred, no further benefits will be allowed.

Order of Payment

When two or more plans provide benefits for the same covered persons, the plans will pay benefits in the following order:

- A plan without a Coordination of Benefits feature is always the primary plan.
- The plan covering the patient directly, rather than as a dependent, is the primary plan.
- For active members only, covered by more than one plan, the coverage whose effective date is older will be primary.
- If a dependent child is covered under both parents' plans and the parents are not separated or divorced, the plan of the parent whose birthday (using month and day only) falls earlier in the year is the primary plan. If both parents have the same birthday, the plan that has covered a parent longer is the primary plan. However, if the other plan does not have this "birthday" rule and as a result, the plans do not agree on the order of benefits, the plan without the birthday rule will determine which plan will be primary.



- If a child is covered under both parents' plans and the parents are separated or divorced, the plans pay benefits in this order:
 1. If the court has established one parent as financially responsible for the child's health care, the plan of the parent with that responsibility is the primary plan. The insurance company or the Plan Administrator must be informed of the court decree.
 2. The plan of the parent with custody of the child.
 3. The plan of the spouse of the parent with custody of the child.
 4. The plan of the parent who does not have custody of the child.
- If the court decree states that the parents have joint custody, without mentioning which parent is responsible for the child's health care expenses, the plans covering the child will follow the order of the benefit determination rules that apply to dependents of parents who are not separated or divorced.
- A plan covering a person as a laid-off or retired employee member (or his or her dependent) will be secondary to a plan that covers the person (or his/her dependent) as an active employee or member who is not laid-off or retired.
- If a member is insured under COBRA, the other insurance carrier is the primary plan.

If none of the rules above apply, the plan that has covered the claimant for the longer period of time is the primary plan.

The person's length of time covered under a plan is measured from the person's first date of coverage under that plan. If that date is not readily available, then it is measured from the date the person first became a member of the group.

How Benefits are Coordinated

When the Fund's plan is secondary, submit your claim to the primary plan first. After the primary plan has rendered a payment determination, submit your claim and primary plan's Explanation of Benefits (EOB) statement(s) to the Fund's plan. The Fund's plan will determine the allowable expense for each service, deduct what has been paid by the primary (and any other group plan) and apply any applicable deductible against the remaining balance. When coordinating benefits, the Fund's payment will not exceed the members' out of pocket expense remaining after the primary payment.

Plan's Right to Recover Benefits Paid (Subrogation)

If someone causes you to be injured or ill, the plan has the right to recover expenses from the party in question or that party's insurer. If the Fund plan pays benefits that should have been paid by another plan or organization, the plan may get its money back from the other plan or organization. If the Fund plan paid too much, it may recover the excess payment.

ASSIGNMENT OF BENEFITS

All payments for in-network care will be paid automatically to the participating providers. Benefits for services provided by an out-of-network provider will be payable to the member or provider. To allow assignment of benefits to the provider, the member must sign the appropriate section of the dental claim form prior to submission.

CLAIMS APPEALS PROCESS

Your dental plan benefit provides for a two level appeals process for benefit determinations. When appealing a determination made by the Dental Claims Administrator (ASO), state the reason you believe the claim was improperly denied and submit documentation, questions or comments you deem appropriate to ASO, Inc. P.O. Box 9005 Lynbrook, NY 11563, Attention: Grievances and Appeals. Your appeal must be filed within 180 days after you receive notice of the adverse benefit determination. ASO has thirty (30) days once all documentation has been received, to review the appeal, investigate and make a determination. Your second level appeal must be in writing to your benefit plan, the NYC Management Benefits Fund, 22 Cortlandt Street, 28th floor, New York, NY 10007, Attention: Dental Benefit Program within (30) days after receiving the first level determination from ASO.

OTHER IMPORTANT FACTS

Allowable Expense. Allowable Expense. This term means any necessary item of expense within the maximum allowable fee schedule for in-network claims and reasonable and customary allowance for out-of-network claims, which is covered by (a) this plan, or (b) another plan, except Medicare or a "no-fault" motor vehicle plan. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered as both an Allowable Expense and a benefit paid.



Claim Determination Period. This term means the time during any one calendar year when a person is covered and incurs charges for one or more items of expenses covered under this plan and under at least one other Plan.

As each claim is submitted, each plan is to determine its liability and pay or provide benefits based upon Allowable Expenses incurred to that point in the Claim Determination Period. But that determination is subject to adjustment as later Allowable Expenses are incurred in the same Claim Determination Period.

Plan. This term means any plan that provides dental care coverage written on an expense-incurred basis with which coordination is allowed.

“Plan” may include:

- (a) any group insurance or any other method of coverage of persons in a group.
- (b) an uninsured arrangement of group coverage.
- (c) group coverage through HMOs and other prepayment, group practice and individual practice plans.
- (d) any governmental plan, but not including a state plan under Medicaid.
- (e) any plan required by law, but shall not include a plan when, by law, its benefits are in excess to those of any private insurance plan or other non-governmental plan.
- (f) the medical benefits coverage in group and individual mandatory automobile “no-fault” and traditional mandatory automobile “fault” type contracts.
- (g) Medicare.

“Plan” shall not include:

- (a) blanket school accident coverage; or
- (b) hospital indemnity coverage.

DEFINITIONS

Charges/Fees/Expenses

The terms “charges,” “fees,” or “expenses,” as they relate to dental care, will not include any amount:

- (a) for a service or supply not generally accepted in dental care practice as necessary for the diagnosis or treatment of the patient, even if ordered by a provider, and which is not medically necessary, even if order by a provider;
 - Services will be deemed “Medically Necessary” if:
 - i. They are clinically appropriate in terms of type, frequency, extent, site, and duration, and considered effective for Your illness, injury, or disease;
 - ii. They are required for the direct care and treatment or management of that condition;
 - iii. Your condition would be adversely affected if the services were not provided;
 - iv. They are provided in accordance with generally-accepted standards of dental practice;
 - v. They are not primarily for the convenience of You, Your family, or Your Provider;
 - vi. They are not more costly than an alternative service or sequence of services that is they are at least as likely to produce equivalent therapeutic or diagnostic results.
- (b) for repeated tests which are not needed, even if ordered by a provider;
- (c) 1. as it applies to charges, fees or expenses of participating providers; more than that which is negotiated between the participating provider and ASO for covered services.
2. as it applies to all other charges, fees or expenses more than what is a reasonable and customary covered dental charge in the geographic area where the charge was incurred, as determined by ASO.

These amounts will be determined by ASO.

Preferred Provider

This term refers to a Provider that has an agreement with the Fund’s PPO Administrators to provide covered services at a pre-negotiated rate. This arrangement does not limit a covered person to the use of services provided only by a Preferred Provider.



PROOF OF CLAIM

Written proof of claim must be given to ASO at the address noted on the ASO dental claim form(s) within two years after the date of service for which a claim is made. Itemized bills may be required as part of proof of claim.

COBRA OPTIONAL CONTINUANCE

If your coverage or that of a dependent ends, you and your dependent may each have the right to continue coverage under the federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA Optional Continuance). A notice of each person's rights under this option will be provided by your employer agency. Any person who has questions regarding COBRA Optional Continuance of dental benefits should refer to Section K in this benefits booklet or contact the Fund Administrative Office at 212-306-7290 or 1-888-4000 MBF(623) if outside New York City. You can also email the Fund at nyc.gov/mbf.

CLAIMS ADMINISTRATOR

The Claims Administrator is the entity that reviews and determines whether to pay benefits to you. The Claims Administrator for the Fund's dental care program is Administrative Services Only, Inc., 303 Merrick Rd., Suite 300, Lynbrook, NY 11563.

Please note that the Management Benefits Fund does not recommend or guarantee any of the dental services covered by the Dental Program and does not endorse or recommend any of the providers offering those services. You should exercise independent judgment in screening and selecting an appropriate service provider. Your decision to receive services and your selection of a particular provider are solely your responsibility.

