

***BRIARCLIFF MANOR UFSD***  
***SELF-INSURED DENTAL PLAN***

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**SCHEDULE OF BENEFITS**

**PLAN EFFECTIVE DATE:** July 1, 1989 **AMENDED: January 1, 2015**

**EMPLOYEES' ELIGIBLE:** All Active Administrators, Teachers and Non-Instructional employees who work at least 20 hours or more per week.

**Non-Contributory and Contributory Benefits for Eligible Personnel and their Dependents.**

**MAXIMUM CALENDAR YEAR BENEFIT** \$2,000.00

For purposes of this plan, a "Calendar Year" is defined as a period of time commencing on January 1 of a year and ending on December 31 of the same year.

**ORTHODONTIC CALENDAR YEAR MAXIMUM BENEFIT** \$ 500.00

**For Dependents under 25 years of age only.**

(Not included in the calendar year maximum)

**DENTAL CO-INSURANCE PERCENTAGES**

**(After Satisfying Any Deductibles That May Apply)**

100% of Reasonable & Customary for Diagnostic & Preventative Services

80% of Reasonable & Customary for Basic Services

60% of Reasonable & Customary for Major Services

65% of Reasonable & Customary for Orthodontic Services

**DENTAL DEDUCTIBLES:**

Individual Dental Deductible \$ 50.00

Family Dental Deductible \$150.00

**(The Deductible does not apply to Diagnostic & Preventative Services or Orthodontic Services)**

Any covered expenses incurred in the last three months of a calendar year, which are used to satisfy that year's cash deductible, will apply toward the cash deductible of the next calendar year.

**This booklet supersedes any document previously issued concerning your dental benefits.**

## **DEFINITIONS**

### **COVERED PERSON**

An insured person or covered dependent.

### **INCURRED EXPENSE**

An expense is deemed to be incurred on the date a service is rendered or a supply is furnished.

### **EXCEPTIONS**

- Expense for an appliance or modification of a non-orthodontic appliance is deemed to be incurred on the date the master impression is made.
- Expense for a crown, a bridge, or an inlay or onlay restoration is deemed to be incurred on the date the tooth is prepared.
- Expense for root canal therapy is deemed incurred on the date the pulp chamber is opened.

### **REASONABLE AND CUSTOMARY CHARGE:**

A charge which is both reasonable and customary for a service within the locality where the service is rendered.

### **NECESSARY SERVICE OR SUPPLY**

A service or supply, which is generally considered by Dentists to be an appropriate dental service or supply for a given dental condition.

The Plan Coordinator (as elected by your employer) reserves the right to determine:

- (1) Reasonable and Customary Charges
- (2) Necessary Services or Supplies

### **PLAN COODINATOR**

J.J. Stanis and Company, Inc.

### **EMERGENCY**

An urgent, unplanned visit to diagnose or relieve an acute, unexpected dental condition.

### **DENTIST**

A licensed Dentist who is practicing within the scope of his/her license. Dentist shall also mean a licensed physician who provides dental services that are within the scope of his/her license.

### **DENTAL HYGIENIST**

A person who:

- Is licensed to practice dental hygiene.
- Works under the direct control and supervision of a Dentist.

## **WHEN YOUR COVERAGE BEGINS**

### **BECOMING ELIGIBLE**

You will be eligible on the first day of the month following your date of employment. If you are not actively at work on the day you would normally become eligible, you will be eligible on the day you return to active work.

### **BECOMING COVERED**

If you enroll for coverage on or before the day you become eligible, you will be covered on the day you become eligible. If you enroll for coverage within thirty-one days after the day you become eligible, you will be covered on the day you enroll.

### **For Contributory Personnel and their Dependents (Late Enrollment Limitation)**

You should enroll promptly. If you enroll more than thirty-one days after the day you become eligible, your benefits for Major or Orthodontic Services will not be covered for the first twelve (12) months. Diagnostic, Preventative and Basic Services will be limited to \$100 for the first twelve (12) months.

## **WHEN YOUR DEPENDENTS' COVERAGE BEGINS**

### **DEPENDENT**

This term means:

- (a) Your spouse.
- (b) Each of your single children. The term "children" also includes any child who is related to you by blood or marriage; and any other child if that child lives in your household in a parent-child relationship and is dependent on you for support.

### **Each child must be under age nineteen, or a full-time student under age twenty-five (25).**

If your child is mentally ill, developmentally disabled, mentally retarded or has a physical handicap when coverage would end due to the child's age, coverage may be continued. Ask your Plan Coordinator within thirty-one days of the date your child's coverage ends for details and forms.

### **BECOMING ELIGIBLE**

Each person who is your dependent on the day you become eligible for coverage is eligible on that day. Each other person is eligible on the day that person becomes your dependent.

### **BECOMING COVERED**

If both spouses are eligible employees, one spouse may be considered as a dependent of the other spouse. Their children will then be covered as dependents of the spouse who is covered as the employee.

Enroll promptly for the coverage of your dependents. Your dependents will be covered on the day they become eligible. Coverage for dependents will begin:

- (a) On the day they become eligible, if you enroll for dependent coverage on or before that day.
- (b) On the day you enroll them, if you enroll for dependent coverage within thirty-one days after the day they are eligible.

## **WHEN YOUR DEPENDENTS' COVERAGE BEGINS (Continued)**

Your dependents will not be covered before the day your coverage begins.

### **DENTAL BENEFITS**

#### **WHAT IS COVERED**

Benefits are payable for covered dental charges incurred while the person is covered for these benefits. These charges must be due to a disease, defect or accidental injury to teeth covered by these benefits.

If covered dental charges for any course of treatment are expected to be more than \$300 and you wish an estimate of any benefits that would be payable, you may submit a treatment plan. This plan is a doctor's written report giving the results of the doctor's exam of the covered person and the suggested treatment.

**The estimate is based on dental necessity only and does not take into account any deductibles and maximums that may apply.**

#### **WHAT ARE COVERED DENTAL CHARGES**

Per Plan Provisions, any dental procedure not listed below will not be considered as a covered service.

**NOTE: A Temporary dental service will be considered an integral part of the final dental service rather than a separate service.**

#### **(DIAGNOSTIC & PREVENTATIVE SERVICES)**

Oral examinations\evaluations (These services are limited to two per Calendar Year.)

Dental x-rays

A series of bitewing x-rays consist of four films (This service is limited to two per Calendar Year)

Full Mouth and/or Panoramic x-rays are limited to one every 3 Calendar Years.

Prophylaxis (This service is limited to two in a Calendar Year)

Topical application of stannous fluoride (This service is limited to two per Calendar Year) for dependents under age 19.

#### **(BASIC SERVICES)**

Palliative treatments

Consultations (When performed by a dentist other than the one performing the actual services.)

Office or Professional Visits

Oral surgery (Charges for local anesthesia and post-operative care, are included in the surgery and will not be considered as separate expenses.)

Injectable antibiotics

Periodontics

Endodontics

## **DENTAL BENEFITS (Continued)**

### **(BASIC SERVICES)**

Amalgam & Composite restorations  
Stainless steel crowns  
Recementing of inlays, bridges and crowns  
Pin retention  
Adjustments, relines and rebasing of dentures  
Replacement of teeth or clasps on a denture  
Occlusal adjustments  
Space Maintainers under age 19

### **(MAJOR SERVICES)**

Inlays/Onlays  
Occlusal guards & Orthotic Devices (TMJ)  
Crowns  
Posts & Cores  
Dentures, overdentures, unilateral dentures  
Bridge crowns, bridge pontics, and cast metal retainers  
Bridge, denture & crown repairs  
The addition of teeth or clasps to a denture

**If the initial placement of a denture or bridge involves the replacement of one or more natural teeth lost or extracted prior to the covered person becoming insured with the Briarcliff Manor UFSD, the benefits to replace such teeth will not be covered.**

### **(ORTHODONTIC SERVICES)**

Orthodontic services that include pre-orthodontic care, one appliance, and monthly maintenance visits per each course of active treatment.  
Fixed & removable appliances to control harmful habits

### **COURSE OF ORTHODONTIC TREATMENT**

This term means that period which:

- (a) Begins when the first orthodontic appliance is installed.
- (b) Ends when the last appliance is taken off.

### **PLAN EXCLUSIONS**

Covered Dental Charges do not include charges for the following:

- (a) Services not ordered by a dentist;
- (b) Services due to self-inflicted injury or sickness;
- (c) The replacement of lost or stolen dentures, bridges or appliances;
- (d) For surgical implants
- (e) Services provided due to war, if declared or not;
- (f) For cosmetic reasons;
- (g) For duplicate appliances;
- (h) For appliances or procedures whose purpose is to alter vertical dimension or maintain occlusion;

### **DENTAL BENEFITS (Continued)**

- (j) For oral hygiene, dietary, plaque control and other educational programs;
- (k) For replacing tooth structure lost as a result of abrasion or attrition;
- (l) Coverage for any injury that arises in or out of the course of employment which is compensable under any Workers Compensation or Occupational Disease Act or Law;
- (m) For the replacement of any serviceable crown, denture or fixed bridge within 5 years of the date of the last placement of such item. (This limitation shall not apply if the replacement is necessary due to the placement of an opposing full denture, the extraction of natural teeth or the device is damaged beyond repair due to injury received while the person is covered for these benefits.);
- (n) For the replacement of congenitally missing teeth;
- (o) For porcelain on molar teeth;
- (p) For precision or semi-precision attachments;
- (q) For perio splinting;
- (r) Sealants;
- (s) Temporary Services;
- (t) For any services or supplies not listed as covered dental charges.

### **ALTERNATE PROCEDURE**

If there is a less costly alternative to any service or supply which is proposed, furnished or provided and such alternative is within accepted standards of dental practice, then only the **Reasonable & Customary Charge** for such alternative shall be considered as a **Covered Expense**.

### **COORDINATION OF BENEFITS (COB)**

This COB provision applies to this plan when a Covered Person has dental coverage under more than one Plan. All of the dental expense benefits provided by the policy are subject to this provision.

### **COORDINATION OF BENEFITS TERMINOLOGY**

Plan means any arrangement of coverage written on an expense incurred basis which provides dental benefits or services by means of:

- (1) Group blanket coverage, whether insured or uninsured, including coverage provided through:
  - (a) HMO's and other prepayment group or individual practice plans.
  - (b) Mandatory automobile "no fault" and "fault" insurance, including individual insurance.
- (2) Governmental programs, except:
  - (a) Coverage provided under Title XVII (Medicare) and Title XIX (Medicaid) of The Social Security Act of 1965, as amended.
  - (b) Any plan when by law its benefits are in excess to those of any private insurance plan or non-Governmental plan.
- (3) Any coverage under:
  - (a) Labor-management trusted plans.
  - (b) Union welfare plans.
  - (c) Employer organization plans or employee benefit organization plans.

Plan does not mean:

- (1) Any type of school accident coverage, including college plans.
- (2) Individual or family plans or contracts.

This plan means the dental expense benefits which are provided by the policy.



## **COORDINATION OF BENEFITS (Continued)**

Primary means a plan, which pays Allowable Expense without regard to the existence of any other plans.

Secondary means any plan which is not considered the Primary Plan. When there are more than two plans covering the same covered person this plan may be primary as to one or more plans and secondary as to a different plan or plans.

## **EFFECT ON THE BENEFITS OF THIS PLAN**

### **This COB Provision applies when:**

- (1) A covered person is covered under this plan and one or more other plans.
- (2) The covered person incurs Allowable Expense during a Claim Determination Period.
- (3) The sum of the benefits payable under all of the plans, in the absence of this or a similar provision, is more than the Allowable Expense. The benefits payable includes those benefits which a person could have collected but for which they did not apply.

### **How The COB Provision is Applied**

This plan will pay its benefits without regard to the existence of any other plan when it is primary. When this plan is secondary it will pay a reduced benefit, which when added to the benefits paid by all other plans will not exceed 100% of the total Allowable Expense. **No plan will pay more than it would have paid in the absence of this provision.**

When this plan is secondary, any benefits reduced during any Claim Determination Period because of this provision will be reduced proportionately. Only the reduced amount may be charged against any benefit limit of this plan.

## **ORDER OF BENEFITS DETERMINATION**

A plan will always be primary and will pay its benefits first if the plan has no Order of Benefits Determination rules, or it has rules which differ from those set forth here. Otherwise the primary and the secondary plan will be determined according to the following rules:

- (1) The benefits of a plan, which covers a person as an insured person, are determined before those of a plan, which covers a person as a covered dependent.
- (2) The benefits of a plan, which covers a child as a covered dependent of a parent whose birthday falls earlier in the year are determined before those of a plan of the parent whose birthday falls later in the year. A person's year of birth is not relevant in applying this rule. If the other plan has a rule based on the gender of a parent, and the plans do not agree on the order of benefits, then the rule in the other plan will determine the order of benefits.

### **EFFECT ON THE BENEFITS OF THIS PLAN (Continued)**

- (3) The benefits of a plan that covers a child as a covered dependent of divorced or separated parents are determined in the following order:
  - (a) The benefits of the plan of the parent with custody of the child are determined first.
  - (b) The benefits of the plan of the spouse of the parent with custody of the child, the stepparent, are determined next.
  - (c) The benefits of the plan of the parent not having custody are determined last.

However, if the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. This paragraph does not apply with respect to any Claim Determination Period or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- (4) The benefits of a plan which covers a person as an insured person (or a covered dependent of such insured person) who is not laid off or retired are determined before the benefits of a plan which covers such person (or dependent of such person) as a laid off or retired employee. If the other plan does not have this rule for order of benefits, this rule is ignored.
- (5) If none of the first four rules determine an order of benefits, then the benefits of a plan, which has covered the person for the longer period of time, will be considered primary.

### **Right to Receive and Release Necessary Information**

For the purposes of this provision, the Plan Coordinator has the right to give information to or obtain information regarding you or you dependents from:

- (1) Any other insurance company
- (2) Any organization
- (3) Any person

As a claimant, you must supply the Plan Coordinator with information necessary to enforce this provision.

### **Facility of Payment**

When another plan makes payments which should have been made under this plan, the Plan Coordinator reserves the right to decide:

- (1) Whether or not to reimburse the organization making the payment.
- (2) The amount to be paid in order to satisfy the intent of this provision.

Any such payment made by the Plan Coordinator will fulfill the responsibility of the amount paid.

## **EFFECT ON THE BENEFITS OF THIS PLAN (Continued)**

### **Right of Recovery**

If the Plan Coordinator makes any payment which is more than the amount needed to satisfy the intent of this provision, then the Plan Coordinator will have the right to recover the amount of the excess from one or more of the following:

- (1) The person to or for whom such payments were made.
- (2) Any other insurance company.
- (3) Any other organization.

## **TERMINATION OF COVERAGE**

### **1. Termination Date of Coverage - Insured Persons Coverage**

Your Benefits will terminate on the earliest of:

- (a) The date (day) in which you are no longer a member of a class eligible for this coverage.
- (b) The date the policy terminates.

However, if your employment terminates ask your Employer what rights of continuation, if any, you may have.

### **2. Termination Date of Coverage - Dependents Coverage**

The coverage for your dependent will terminate on the earliest of:

- (a) The date on which your coverage terminates.
- (b) The date on which you are no longer eligible for dependents coverage.
- (c) The date on which the dependent no longer meets the definition of a dependent.
- (d) The last day for which any required premium contribution is made if there is failure to make any further required contribution.

### **COBRA (Continuation of Coverage After Termination)**

On April 7, 1986, the Consolidated Omnibus Reconciliation Act (COBRA) of 1985 was signed into law. The provisions of the federal law are outlined below (OPTIONAL CONTINUANCE OF DENTAL COVERAGE).

### **Optional continuance of employee and dependent dental coverage for 18 months**

If your coverage ends, you may elect to continue for a maximum period of eighteen months the dental coverage under the group plan for you and your dependents, provided that the coverage ends due to:

- (a) Lay-off.
- (b) A reduction in the scheduled work hours per week.
- (c) Voluntary termination of employment with your employer.
- (d) Discharge from your job (other than for gross misconduct).

Please Note: The 18-month period may be extended to 29 months if you are determined by social security to have been disabled at the time of such termination of employment or reduction in work hours.

The Plan Coordinator, J.J. Stanis and Company, Inc. will notify you of your right to continue coverage within 45 days of the termination of your dental coverage.

**SPECIAL CONTINUANCE OF DENTAL COVERAGE**

If your dependent's coverage ends, he or she may elect to continue for a maximum period of thirty-six months. The dental care coverage under the group plan for him or her is as follows:

- (a) Your dependent spouse may elect to continue coverage on his or her own behalf and that of any dependent children whose coverage would otherwise end, provided that the coverage ends due to:
  - (1) Your death
  - (2) Your divorce or legal separation
  - (3) Your eligibility for Medicare
  
- (b) Your dependent child whose coverage would otherwise end may elect to continue coverage on his or her own behalf, provided that the coverage ends due to death of the employee when there is no surviving parent, or the child's marriage or attainment of the age limit.

**You or your dependent must notify your Employer of the occurrence of the events shown in (a) or (b) above. The notice should be given to your Employer as soon as it is reasonably possible after the date the event occurred.**

Within 45 days of receipt of notice that an event ending a dependent's coverage has occurred, J.J. Stanis and Company, Inc. shall send notice to your dependent of the right to continue the coverage.

**TO CONTINUE COVERAGE, YOU OR YOUR DEPENDENT MUST APPLY IN WRITING WITHIN 60 DAYS OF THE LATER OF (1) THE DATE THE COVERAGE ENDS, OR (2) THE DATE YOU OR YOUR DEPENDENT RECEIVE NOTICE OF THE RIGHT TO CONTINUE THE COVERAGE.**

You or your dependent must pay the required amount, if any, for the continued coverage. J.J. Stanis and Company, Inc., will inform you of the monthly amount to be paid. You or your dependents must also pay such amount for any period of continued coverage which began prior to the election of such continuance.

This amount must be paid within 45 days after the date the continued coverage is elected.

The continued coverage will begin on the date after the date coverage would have ended. It will end when the first of the following events occur:

- (a) The group plan terminates.
- (b) The end of the period allowed for continued coverage.

## **SPECIAL CONTINUANCE OF DENTAL COVERAGE (Continued)**

- (c) The end of the period for which contributions were paid.
- (d) The date you or your dependent became covered under a group plan, which does not exclude or limit your benefits because of a pre-existing condition.
- (e) The date you or your dependent becomes eligible for Medicare.
- (f) The date your former spouse remarries and thereby becomes covered under another group plan.

## **CLAIMS SUBMISSION**

### **NOTICE OF CLAIM**

Written notice of the event on which a claim is based must be given to the Plan Coordinator within **180 days** after the loss for which a claim is made. Late notice will be accepted only if it is furnished as soon as it is reasonably possible. On receipt of such notice, you will be given forms for filing proof of claim. If you have not been given such forms within fifteen days after the receipt of notice, you can fulfill the terms of the plan as to proof of claim by giving written proof of the occurrence of the loss, the nature of the loss, and the extent of the loss.

### **PROOF OF CLAIM**

Written proof of claim must be given to the Plan Coordinator within **180 days** after the date of loss for which a claim is made. Late proof will be accepted only if it is furnished as soon as it is reasonably possible. Itemized bills may be required as part of proof of claim.

### **EXAMINATIONS**

The Plan Coordinator at its own expense has the right to have a doctor examine any person when it deems it reasonably necessary while there is a claim pending under the plan.

### **LEGAL ACTIONS**

No one may sue for payment of a claim less than sixty days after due proof of claim is furnished.

### **EXTENSION OF BENEFITS**

No payment will be made under this benefit for dental services or supplies furnished on or after the date of termination of a Covered Person's insurance, except under the following specified circumstances:

1. In the case of appliances or modifications of appliances: if the master impression was taken while dental insurance was in force, benefits will be payable if the appliance was delivered or installed within ninety (90) days after the termination of insurance;
2. In the case of a crown, bridge, inlay or onlay restorations: if the tooth or teeth were prepared while dental insurance was in force, benefits will be payable if such crown, bridge or cast restoration was installed within ninety (90) days after the termination of insurance;
3. In the case of root canal therapy: if the pulp chamber was opened while dental insurance was in force, benefits will be payable if such root canal therapy is completed within ninety (90) days after the termination of insurance.

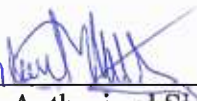
Briarcliff Manor UFSD Self Insured Dental Benefits

IN WITNESS WHEREOF, this Plan document for Dental Benefits is hereby executed this

3 Day of March, 2015.

Briarcliff Manor UFSD

By: \_\_\_\_\_



Authorized Signature

Stuart Dattley Assistant Superintendent  
Print Name and Title for finance

**Benefit Change Effective January 1, 2015:**

**Claim Submissions:**

Notice of Claim amended from 90 Days to 180 Days effective January 1, 2015.