

THE ESCAMBIA COUNTY SCHOOL DISTRICT



DENTAL BENEFIT PLAN DOCUMENT

SECTION I

**BASE PLAN
SCHEDULE OF DENTAL BENEFITS
EFFECTIVE JANUARY 1, 2011**

The personal coverage benefits and the dependent coverage benefits for which an employee is covered under this plan, based on a plan year, shall be those shown in the following Schedule:

Maximum Dental Allowance.....**\$800** per person per plan year
(excluding orthodontics)

Dental Coinsurance.....Plan pays **90%** of the first \$125 excluding orthodontics

Plan Year Deductible.....**\$100** (one deductible per covered person,
three per family, per plan year)

Remaining Coinsurance.....Plan pays **50%** after deductible to a maximum of \$800

Orthodontics

Plan Pays.....**50%** to a lifetime maximum of \$1,000

(limited to dependent children under age 19 only)

A valid claim form must be submitted to United Group Programs, Inc., by the member or the member's dentist, within 90 days of the service date.

SECTION II

**ENHANCED PLAN
SCHEDULE OF DENTAL BENEFITS
EFFECTIVE JANUARY 1, 2011**

The personal coverage benefits and the dependent coverage benefits for which an employee is covered under this plan, based on a plan year, shall be those shown in the following schedule:

Maximum Dental Allowance.....**\$1,200** per person per plan year

(excludes orthodontics)

Dental Coinsurance.....Plan pays **100%** of the first \$125 per plan year

Plan Year Deductible.....**\$100** (one deductible per covered person, three per family, per plan year)

Remaining Coinsurance.....Plan pays **50%** after deductible to a maximum of \$1,200

Orthodontics

Plan Pays.....**50%** to a lifetime maximum of \$1,000

(limited to dependent children under age 19 only)

A valid claim form must be submitted to United Group Programs, Inc. by the member or the member's dentist, within 90 days of the service date.

SECTION III

DEFINITIONS

As used throughout this Plan Document, the following words and phrases have the meaning specified below:

1. **ACTIVE WORK, ACTIVELY-AT-WORK, OR ACTIVELY WORKING** - An Employee's continuous, full-time performance of all customary duties of his or her occupation at the Employer's usual place of business, or other business locations to which the Employer requires the Employee to travel throughout the year. The standard work week is defined as 20 hours per week for the purposes of this Plan.
2. **BENEFIT YEAR** - A period of one year (12 consecutive months). The Benefit Year for this Plan is January 1st through December 31st.
3. **COVERED EMPLOYEE** - A regular full-time Employee of the School District.
4. **COVERED DEPENDENT** - A covered dependent for whom coverage under this Plan is effective.
5. **DEPENDENT** - The term "Dependent" means:
 - A. The Participant's legal spouse who is a resident of the same country in which the participant resides and is not divorced or legally separated. Such spouse must have met all requirements of a valid marriage contract in the State of marriage of such parties.
 - B. The Participant's child who meets all of the following conditions:
 - (1) Is a resident of the same country in which the Participant resides;
 - (2) Is unmarried;
 - (3) Is a natural child, stepchild, legally adopted child, or a child who has been placed under the legal guardianship of the Participant;
 - (4) Is in the custody of and financially dependent upon the Participant. This requirement is waived if the Participant is required to provide coverage due to court order or divorce decree for a child not in his custody or not wholly dependent on him;
 - (5) Is less than nineteen (19) years of age. This requirement is waived if the child is at least nineteen (19) years of age but less than twenty-six (26) years of age, and is dependent upon the Participant for support, and is a regular full-time student at a college or university; and
 - (6) The age requirement above is also waived for any mentally retarded or physically handicapped child, provided that the child is incapable of self-sustaining employment and is chiefly dependent upon the Participant for support and maintenance. Proof of incapacity must be furnished to the Company, and additional proof may be requested from time to time.

Those situations specifically excluded from the definition of a dependent are:

- A. A spouse who is legally separated or divorced from the Participant, unless coverage is required due to court order or decree. Such spouse must have met all requirements of a valid separation or divorce contract in the State granting such separation or divorce; or
 - B. Any person on active military duty; or
 - C. Any person eligible for coverage under this Plan as an individual Participant; or
 - D. Any person who is covered as a dependent by more than one Participant of the same Company.
6. **EMPLOYER** - The employer is The Escambia County School District.
7. **PLAN YEAR** - The dental benefits and provisions which become effective on the dates indicated under “benefit year” of this definition section.
8. **PLAN ADMINISTRATOR** - The person responsible for the day-to-day functions and management of the Plan. The Plan Administrator is the Employer, or his or her designee. The Plan Administrator may employ persons or firms to process claims and perform other related services.
9. **WAITING PERIOD** – The period of time an employee must be employed by the employer prior to becoming eligible for coverage under the plan. The Waiting Period for this plan is thirty (30) days of full time employment.
10. **ORTHODONTICS** – The prevention or correction of teeth irregularities and malocclusion of the jaw by wire appliances, braces or other mechanical aids.
11. **DENTIST** - A professional practitioner who holds a lawful license authorizing the person to practice within the scope of his or her license.

SECTION IV

ELIGIBILITY

1. **EMPLOYEE COVERAGE** - An employee becomes eligible for coverage under this plan on the later of:
 - A. The plan effective date; and
 - B. The first day the employee is eligible for coverage based on the plan waiting period.

2. **DEPENDENT COVERAGE** - The dependent of an employee becomes eligible for dependent coverage on the later of:
 - A. The date the employee becomes eligible for coverage; and
 - B. The date the employee first acquires a dependent.

SECTION V

EFFECTIVE DATES OF A COVERED PERSON'S COVERAGE

1. **EMPLOYEE COVERAGE** - Coverage for an Employee is effective on the latest of:
 - A. The effective date of the Plan;
 - B. The date an Employee becomes eligible for coverage;

2. **DELAYED EFFECTIVE DATE FOR EMPLOYEE COVERAGE** - The Effective Date of an Employee's coverage will be delayed if he or she is not Actively-at-Work on the date coverage would otherwise take effect until such time as he or she returns to active work.

3. **DEPENDENT COVERAGE** - An Employee's Dependent coverage will take effect on the latest of:
 - A. The effective date of the Plan;
 - B. The date the Employee becomes eligible for Dependent Coverage;

A newborn or newly-acquired Dependent will be automatically covered if the Employee already has Dependent coverage or if the Employee applies for Dependent coverage within 31 days of the date the dependent becomes eligible.

SECTION VI

DENTAL BENEFITS

Dental benefits will be paid for a covered employee or a dependent upon receipt of a valid claim form. The Plan will pay up to the maximum allowable when covered expenses incurred during an accumulation period equal or exceed the deductible. Claims should be submitted within 90 days of the date on which services were rendered. The benefits are described in the schedule of benefits.

Dental Benefits will not be paid for:

- A. Replacement of lost or stolen dentures or bridgework.
- B. Replacement of dentures more than once each three (3) years, nor for replacement of existing dentures or bridgework less than three (3) years old.
- C. Professional fees other than the fees of the dentist performing the treatment or service.
- D. The following expenses will not be covered under the Dental Insurance Plan if the expense would otherwise be covered under any employer sponsored medical plan:
 - TMJ
 - Hospital Care
 - Surgery
 - Other related dental expenses
- E. Occlusal guards, Night guards, or appliances for anyone 19 years or older.
- F. Late fees, Management fees, Prescriptions, and Medicaments.
- G. Fee estimates, Partial payment or for work that has not been completed.
- H. Claims submitted after 90 days from the date of service.

SECTION VII

COORDINATION OF BENEFITS

1. **COORDINATION OF BENEFITS** - This provision coordinates benefit payments between this Plan and similar benefits payable under any other Dental Plan so that the total benefits paid under all Plans involved does not exceed 100% of eligible charges. In this section, the term "Plan" means any coverage which provides dental care benefits. The Plan may be insured or uninsured, and includes the following:
 - A. Group, blanket or individual insurance;
 - B. Hospital or service pre-payment Plans;

- C. Any coverage under Labor-Management-Trustee Plans, Union Welfare Plans, Employer Organization Plans, or Employee Benefit Organization Plans;
- D. Any government programs;
- E. Any coverage required or provided by law;
- F. "No fault" auto insurance; and
- G. Third-party liability insurance.

Each policy, contract or Plan of benefits will be considered to be a separate Plan. A Plan may include a Coordination of Benefits provision, or similar provision, on some or all of its benefit provisions. Benefits or services subject to this provision are considered a separate Plan from those benefits and services which are not subject to this provision. "Allowable expense" means any Usual and Customary charge covered in full or partially under more than one Plan. When this Plan pays after the benefits of another Plan are paid, "allowable expense" includes any deductible or co-insurance amounts not paid by the other Plan. In no case will benefits greater than 100% of allowable expenses be paid by all Plans together. No expenses are allowable if they are incurred while coverage is not effective under this Plan. If a Plan provides benefits in the form of services rather than cash payments, the usual cash value of the services are considered a benefit paid.

2. **COORDINATION PROCEDURES** - If a Covered Person is covered under more than one Plan, the Coordination of Benefits section applies. This section will be used to determine the amount of benefits payable under this Plan. One Plan is considered primary; all other Plans are secondary, as described below. Primary Plans pay benefits first without considering benefits available under other Plans. Secondary Plans then pay benefits up to the extent of their liability, taking other Plans into consideration.
 - A. If another Plan has no Coordination of Benefits provision, it is declared the primary Plan.
 - B. If all Plans have Coordination of Benefits provisions, a Plan is primary if it covers the person as an Employee, and secondary if it covers the person as a Dependent.
 - C. If a person is covered as a Dependent child under more than one Plan:
 - (1) The Plan of the parent whose *birthday* falls earlier in the year is the primary Plan;
 - (2) If the father and mother share the same birthdate, the Plan covering the parent longer is the primary Plan;
 - (3) If the other Plan coordinates benefits according to the sex of the parents, then the Plan that covers the person as a Dependent of a male is the Primary plan;
 - (4) If parents are separated or divorced, the following applies: The Plan which covers a child as a Dependent of the parent with legal custody of the child is the primary Plan, unless a court decree outlines the obligation for medical expenses for the child. The Plan which covers the child as a Dependent of the parent with obligation for medical expenses is then primary.
 - D. If a Plan is "no-fault" auto insurance or third party liability coverage, it is considered the primary Plan.
 - E. If the foregoing rules do not establish which Plan is primary, then the Plan which has covered the person for the longest continuous period of time is considered primary.

SECTION VIII

TERMINATION OF COVERAGE

1. **TERMINATION OF COVERAGE FOR EMPLOYEES** - An Employee's coverage will terminate on the earliest of:
 - A. The date this Plan is terminated;
 - B. The end of the period for which the last required Employee contribution has been paid;
 - C. The date on which a Covered Employee ceases to be in an Employee class eligible for coverage; and
 - D. The date on which a covered Employee's employment with the Employer terminates.

A Dependent's coverage shall cease on the date the employee's coverage terminates.

SECTION IX

GENERAL PROVISIONS

1. **EXCLUSIVE BENEFIT OF EMPLOYEES** - This Plan is maintained for the exclusive benefit of Employees of the Employer
2. **BOOKLETS / SUMMARY PLAN DESCRIPTION** - Each Covered Person will be given a Summary Plan Description by the Employer. The Summary Plan Description will outline benefits provided under this Plan, to whom benefits will be paid and any limitations or Plan requirements which may apply to the Covered Person.
3. **STATEMENTS** - In the absence of fraud, all statements made by a Covered Person are representations, not warranties. No statement will be used to contest the coverage provided by this Plan unless it is in writing, and a copy of the statement(s) is provided to the Covered Person or to his or her beneficiary, if any.
4. **PLAN AMENDMENTS, FUTURE OF PLAN** - The right is reserved in this Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan, covering any active or covered former employee or current or future retiree, in whole or in part, at any time. Any such change or termination in benefits:
 - A. Will be based solely on the decision of the Plan Sponsor; and
 - B. May apply to all active or covered former employees, current retirees, or future retirees, as either separate groups or as one group as determined by the Plan Sponsor.

5. **PROOF OF LOSS** - The administrator designated by the Employer must be given written proof of loss within 90 days after the incurred service date.

6. **IF YOU HAVE A CLAIM** - Claim forms must be submitted to the Third Party Administrator who handles all dental claims for this plan (see Section XI for claim filing procedures):

United Group Programs, Inc.
4 Terry Drive, Suite 1
Newtown, PA 18940

SECTION X

**EMPLOYEE INCOME SECURITY ACT OF 1974 (ERISA)
SUMMARY PLAN DESCRIPTION**

1. **ERISA** - This Plan is intended to comply with the Welfare Benefit Provisions of ERISA and with all other applicable Federal legislation whether or not such legislation is included by name in this Plan Document. Where indicated, this Plan shall automatically be amended to comply with such legislation even though no formal Amendment may be executed. The name of this Plan is The Escambia County School District. The name, address and zip code of the Plan Sponsor is:

The Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505

Employer Identification Number: On File
Plan Effective Date: January 1, 2011
Plan Anniversaries: January 1st

The name, address and zip code of the Plan Administrator is:

The Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505

The Plan Administrator is responsible for the administration of this Plan. Functions handled by the Plan Administrator include the receipt and deposit of contributions, maintenance of records of the Plan participants, authorization and payment of Plan administrative expenses, selection of consultants, selection of Third Party Administrator and assisting the Third Party Administrator with the determination of the eligibility of individual claimants for receipt of benefits. The designated agent for service of legal process is:

The Escambia County School District
275 North Pace Blvd.
Pensacola, FL 32505

The Plan is administered by the Plan Administrator with United Group Programs, Inc., a Third Party Administrator, acting as claims-paying agent.

Plan Contributions:

Personal Coverage is: Contributory
Dependent Coverage is: Contributory

SECTION XI

CLAIM FILING PROCEDURES FOR DENTAL

A Claim application for Dental Benefits must be submitted on each person for whom a claim is being made each time a claim is submitted. All items on the claim form are to be completed or it will be returned for completion.

A paid original itemized statement from the dentist on each person for whom a claim is being filed must be attached to the claim form. All statements must show the dentist's name, address and telephone number. The statement must be itemized and paid in full at the time the claim is filed or see #4. Patient's name must be on all statements.

If the itemized statement is a copy, the dentist's original signature must be on the copy.

Orthodontics – limited to dependent children under age 19 only. Payable at 50% up to \$1,000 lifetime maximum benefits. Employee shall submit copy of orthodontic contract at time of filing. Initial down payment/banding fee not to exceed 35% of contract price.

We do not make payments on medication, fee estimates, partial payment or work that has not been completed.

When a dependent child becomes 19 year of age, we will need proof of full time student status from the Registrar's Office of the institution the dependent child is attending. This must be done each semester. Dependent children will then be covered until the end of month of graduation or until they reach age 26.

All claims shall be filed within ninety (90) days from date of service or they will be denied.

When a dependent is covered under two dental policies, the birthday rule will be in effect. The parent whose birth month is first in the calendar year is the primary insurer, and all claims shall be filed with that insurance first. **REMINDER: EMPLOYER IS ALWAYS PRIMARY ON THE EMPLOYEE.** After receiving an explanation of benefits (EOB) from the company, the employee will then follow the next five steps so we can process the claim without delay:

1. complete a claim form;
2. attach a copy of the original itemized bill;
3. attach a copy of the EOB from the other carrier;
4. attach a paid receipt if there was a balance due after primary insurer has made payment; and
5. Send to UGP, Newtown, Pennsylvania for processing.

In cases of divorce or legal separation of parents, a copy of legal document shall be submitted to Risk Management Department indicating parent with custody and insurance responsibility. Also, ex-spouses birthdate to be noted at top of such document.

All accidents are filed through medical first, and then submitted to dental with a copy of medical EOB, copy of original itemized bill and dental claim form to Risk Management Department.

All dental claims shall be filed with the UGP, Inc. for payment. We have a direct reimbursement program and all claims are filed in the Risk Management Office or mailed direct to UGP, Inc.

Please check your claim form to be sure all blanks have been completed and that Social Security numbers and Zip Codes are correct.