

CITY OF AMARILLO DENTAL PLAN

JANUARY 2011

Cindy Reynolds, Benefits Administrator
Peggy Parker, Benefits Coordinator
Cheryl Hollan, Benefits Coordinator
Toni Berry, Customer Service

(806) 378-4235 Fax (806) 378-9488

THIS IS NOT A CONTRACT

This summary plan document is not a contract. It explains in simple language the essential features of your Dental Benefits as governed by the Plan Document on file in the Benefits office. All your rights and benefits are determined solely by the provisions of the Plan Document with the exception that the Plan Document may be superseded by applicable State and Federal regulations. The amount of benefits may increase or decrease depending on the City's ability to contract for services and the annual appropriations for benefits by the City Commission.

If you have any questions about your dental benefits, please contact:

**City of Amarillo – Benefits Office
P. O. Box 15130
Amarillo, TX 79105-5130
(806) 378-4235 – Fax (806) 378-9488**

TABLE OF CONTENTS

General Plan Provisions.....4-8

Limitations and Exclusions.....8

Description of Benefits.....9

Schedule of Benefits.....10-13

- Type I**
 - Clinical Oral Examinations
 - Dental Prophylaxis
 - X-Rays
 - Emergency Treatment
 - Fluoride Treatments
 - Sealants
 - Space Maintainers

- Type II**
 - Restorative Dentistry
 - Endodontics
 - Periodontics
 - Maintenance Prosthodontics
 - Tissue Conditioning
 - Oral Surgery
 - Anesthesia

- Type III**
 - Crowns, Inlay and Onlay Restorations
 - Installation Prosthodontics

- Type IV**
 - Orthodontics

Definitions.....14-16

Dental Providers.....17

GENERAL PROVISIONS

Enrollment Information

All full time Regular Employees of the City of Amarillo and Related Affiliates, Eligible Independent Contractors and retirees and their eligible dependents may participate in the Dental Plan.

Eligible dependents include the following:

- a lawful spouse;
- unmarried children through age 18;
- stepchildren through age 18 who reside in the covered member's home or qualify as dependents for federal income tax purposes;
- legally adopted children through age 18;
- foster children through age 18 for whom the covered member has been receiving foster care payments;
- unmarried grandchildren under 25 years of age who are dependents of the covered member for federal income tax purposes at the time coverage is requested;
- court-ordered coverage on a child who does not live with a covered member;
- a retiree's widow/widower or divorced spouse;
- the widow/widower or the divorced spouse of an employee who is eligible to retire at the time of death or divorce;
- unmarried dependent children age 19 and under 25 who are full-time students and who are principally supported by the covered member. A full time student is enrolled in at least 12 hours per semester at an accredited college or university. Documentation of full-time enrollment status is needed by the Benefits Office each semester the student is enrolled.

Children over the age limit and not full time students may be considered eligible dependents if:

- The child is incapable of making a living due to mental or physical disability on the day before reaching the age limit (Plan may require a physician's statement certifying the physical or mental disability); and
- Is dependent on the covered member for more than half of his or her support; and
- Has been continuously covered by the City Plan.

When Coverage Begins

When the enrollment requirements are met, coverage begins on the 90th day following the enrollee's date of employment with the City of Amarillo, if the enrollee is actively at work.

When Coverage Ends

Coverage terminates on the last day of the pay period in which employment with the City of Amarillo terminates, the date eligibility for participation in the Plan ceases or the last day of the month for which premiums are paid.

Retiree Coverage

Dental coverage is offered to retiree's and their dependents at the time of retirement. Retirees who do not elect coverage at the time of retirement may not add coverage at a later date. Failure to pay the premium will result in termination of coverage.

Payment of Premiums

Notwithstanding any provision of the Plan to the contrary, the City of Amarillo does not pay any portion of the cost of Plan premiums payable by, or on behalf of, employees of Related Affiliates or Eligible Independent Contractors.

Continuation of Coverage

Employees on approved unpaid leave of absence (approved by the City Manager), Family Medical Leave of Absence, or worker's compensation leave, may continue coverage for the duration of the approved leave if required contributions are paid. Failure to make a required payment, within 30 days of the due date, will result in the City stopping payment to providers for services incurred during the time payments are in default and cancellation of coverage/services. Employees who return to work may reinstate benefits during the annual open enrollment period, provided any outstanding balances toward the cost of the coverage have been reimbursed

Coverage for Terminated Employees (COBRA)

Covered enrollees and dependents may continue dental plan coverage for up to 18 consecutive months, if coverage with the City of Amarillo ends because of one of the following:

- Employment terminates (unless termination is for gross misconduct)
- The employee is no longer eligible due to a reduction in hours worked

Coverage may be continued by a covered dependent for up to 36 consecutive months, if coverage ends due to one of the following:

- Death of the covered member
- Divorce or legal separation
- The dependent ceases to qualify for dependent coverage under the terms of the Plan.

COBRA coverage must be elected within 60 days after coverage under the dental plan ends. Call the Benefits Office at 378-4235 for more information.

Changes to Insurance Coverage

Enrollment changes may be made during the open enrollment period each year or if there is a life change event such as marriage, divorce, birth or loss of other insurance coverage. Changes must be made within 90 days of the qualifying event. Proof of the life change event is required.

It is the responsibility of the covered member to notify the Benefits Office of any change that would affect coverage.

Pre-Determination of Benefits

To determine how the Plan will pay for a specific dental procedure, have the dentist file a Pre-Determination before the dental work is started. The dentist will submit a list of the required services and charges, and the Benefits Office will send the dentist a written statement of the amount the Plan will pay.

Waiting Periods

It is important to understand that all dental services covered by the Plan are not available to covered members at the time of enrollment. Following are the types of benefits and the waiting periods involved. Further explanation may be found on pages 11 through 14.

Type I – Preventive	No waiting period
Type II – Basic Restorative	3 months
Type III – Major Restorative	12 months
Type IV – Orthodontia	12 months

Payable Benefits

The plan will pay the percentage of covered dental expenses shown on the Schedule of Benefits after the deductible, if any, has been met. Payment will be made up to the annual maximum of \$1,000 per person per year for Types I, II, III. The maximum for

Type IV services is a lifetime maximum of \$1,500, payable in increments up to \$500 per year.

If the covered person transfers from the care of one dentist to another dentist during the course of treatment, or if more than one dentist renders services to a covered member or dependent, benefits are not payable for more than the amount which would have been covered if one dentist had rendered the service or services.

Deductible Amounts

The annual deductible of \$50.00 applies to each person each calendar year. The deductible must be met from Covered Dental Expenses incurred during that calendar year and from the types of covered dental expenses to which it applies. *There is no deductible for Type I services.* The family deductible is \$100.00.

Preferred Dental Providers

Covered members and/or dependents may choose any dentist they wish, however, if a Plan preferred provider is used, the \$50.00 deductible is waived. A list of providers is found on page 18.

Filing a Claim

It is not necessary to file a claim form. Itemized bills submitted for payment must include:

- name of patient
- date of treatment
- procedure code and description of service
- amount of charge
- dentist's signature

The Benefits Office will process all claims promptly upon receipt of an itemized bill.

Payment will be made to the covered member. If the covered member wishes the Plan to pay the dentist directly, the assignment portion of the dental bill must be signed.

Coordination of Benefits

The purpose of the Plan is to help pay dental bills. If the covered member or covered dependents are eligible to receive benefits under more than one plan, some items may be covered under both plans. If so, the plans will coordinate their benefits. This means the primary plan will pay its full benefits while the secondary plan pays reduced benefits after the primary plan has paid. No more than 100% of the allowable expenses incurred during a calendar year will be paid by all plans.

The City of Amarillo's Dental Plan will always be primary for its employees, however, dependent coverage may be secondary depending on certain circumstances. Please contact the Benefits Office at 378-4235 if there are questions regarding how a claim is paid.

PLAN EXCLUSIONS AND LIMITATIONS

No benefits are payable under any part of the Plan with respect to any charges:

- for broken appointments
- for the completion of insurance forms
- for any illness, injury or disability which would entitle the covered person to any benefit under Worker's Compensation
- made by any facility owned or operated by the United States or any of its agencies unless the covered member is required to pay in the absence of insurance
- made by any government entity unless the covered member is required to pay
- for which the covered member did not legally have to pay or which would not be made, if the member was not insured
- for services rendered by any of the following relatives:
 - spouse
 - parent(s), stepparent(s), parent(s) in law
 - child(ren) or child(ren) in law
 - brother(s) or brother(s) in law
 - sister(s) or sister(s) in law
 - grandparent(s) or grandparent(s) in law
 - aunt(s) or uncle(s) or aunt(s) or uncle(s) in law
- which are incurred before coverage begins or after it ends
- for procedures started before the effective date of coverage
- crowns, inlay, onlays, bridges and prosthetic appliances for which the initial impression was taken prior to the effective date of coverage
- root canals for which the pulp chamber was entered or opened prior to the effective date of coverage
- for treatment or supplies for congenital or developmental malformations existing prior to the effective date of coverage
- for any care, services, supplies or treatment rendered on an experimental, investigational, or research basis not recognized as a generally accepted dental practice by the dental profession or the American Dental Association
- which are more than the usual and customary charge
- for treatment or services which are not necessary, not appropriate or which are primarily for cosmetic reasons
- for any duplicate device or appliance
- for instruction or supplies for plaque control, oral hygiene, or nutritional counseling
- for the use of materials, other than fluorides or sealants, to prevent tooth decay;
- for bite registrations

- for surgical implants or transplants of any type (including any prosthetic device attached to them)
- for treatment of temporomandibular disorders
- any service not specifically listed in the Schedule of Dental Benefits

DESCRIPTION OF BENEFITS

Subject to the terms and conditions of the Plan, the Plan Administrator will pay benefits for usual, customary and reasonable charges which are incurred for necessary services rendered by a licensed dentist.

Deductible

Before benefits are paid by the Plan, the covered person must meet the appropriate deductible shown in the Schedule of Dental Benefits.

Copayment Percentage

After the deductible, if any, has been satisfied, the Plan Administrator will pay the appropriate percentage of eligible dental expenses as shown in the Schedule of Dental Benefits.

Maximum Benefit

The Plan Administrator will not pay more than the maximum benefits shown in the Schedule of Dental Benefits for each covered person.

Benefits

The Plan benefits are divided into the following sections:

- Preventive Dental Expense Benefit
- Basic Dental Expense Benefit
- Major Dental Expense Benefit
- Orthodontic Services Expense Benefit (for covered dependent children under age 19)

Filing An Appeal

If a claim for benefits is wholly or partially denied, an explanation of benefits (EOB) is furnished to the covered employee explaining why the claim was denied. Appeals must be made in writing to the Plan Benefits Administrator and received in the Benefits Office within **ninety (90) days** of receipt of the EOB denying the charges. You should include any relevant information from the healthcare provider with your appeal.

When applicable, the Plan Benefits Administrator will submit the claim and the appeal to the Plan's Medical Director for review and recommendations and, if needed, the claim will be reviewed by the Insurance Committee. All parties involved will be notified in writing of the decision. Appeals should be mailed to the Benefits Administrator, City of Amarillo Group Health Benefit Plan, P.O. Box 15130, Amarillo, TX 79105-5130.

SCHEDULE OF DENTAL BENEFITS

Deductible **

Individual	\$ 50.00
Family	\$100.00

****Waived if using a Plan Dentist**

Type I Services - Preventive

Waiting period:	None
Percentage paid:	100% of usual and customary
Subject to deductible:	No

Services include diagnostic and preventive procedures as follows:

Clinical Oral Examinations – Three exams per calendar year are a covered benefit.

Dental Prophylaxis (cleaning) – Three dental cleanings with or without oral exam in any calendar year are a covered dental benefit.

X-Rays – One complete series (with or without bitewings) in any 36 consecutive month period is a covered dental benefit. A panoramic (single film) is a complete series. Only one charge for bitewing x-rays in any 6 consecutive month period is a covered dental benefit. A maximum of 12 periapical x-rays in any 36 consecutive month period is a covered dental benefit.

Emergency Treatment – Treatment to relieve dental pain when no other dental services except x-rays are performed. Any x-ray taken in connection with treatment to relieve pain is a separate service only if no other covered service was rendered during the regular office hours or after hours visit.

Fluoride Treatments – Treatment if limited to dependent children under age 19. Only one treatment in any 12 consecutive month period is a covered dental benefit.

Sealants – Topical application of sealants is limited to persons under 14 years of age. Only one treatment per tooth (permanent posterior only) or quadrant during any 36 consecutive month period is a covered dental benefit.

Space Maintainers – Only the initial appliance for children under age 12 is a covered dental benefit. Payment for initial appliance includes all adjustments within 6 consecutive months after installation.

Type II Services-Basic Restorative

Waiting period:	3 months from the effective date of Plan coverage
Percentage paid:	80% of usual and customary
Subject to deductible:	Yes

Services include basic restorative and corrective procedures as follows:

Restorative Dentistry – Using a non-cast filling material including primarily amalgam and composite restorations. Composite restorations will be considered for permanent teeth only. For primary teeth, composite restorations will be paid as amalgams.

Endodontics (pulp capping, pulpotomy, root canal treatment) – a final restoration performed in conjunction with root canal therapy and pulpotomy is a separate dental service. Any treatment plan, clinical procedure or follow-up care of root canal treatment is part of the dental service for root canal treatment. Apicoectomy (amputation of the tip or root end of the tooth) in conjunction with root canal therapy is a separate dental service.

Periodontics (pertaining to the supporting and surrounding tissues of the teeth) – Flap entry and closure is part of the dental benefit for osseous surgery and osseous graft. If more than one periodontal surgical service is performed per quadrant only the most inclusive surgical service performed will be a covered dental benefit. Duplication or repetition of non surgical periodontal procedures within any 12 consecutive month period and supplication or repetition of any surgical periodontal procedure within any 24 consecutive month period is not a covered dental benefit.

Occlusal equilibration is a covered dental benefit only when it is an adjunctive service to periodontal surgical procedures.

Maintenance Prosthodontics (adjustments and repairs to dentures and fixed bridges) – Any adjustment or repair to a denture performed within one year of the installation of the denture is not a covered dental benefit. Only one denture relining or rebating in any 24 consecutive month period is a covered dental benefit.

Tissue Conditioning – Only two tissue conditioning treatments per arch within a 24 consecutive month period is a covered dental benefit.

Oral Surgery – Routine post-operative care is part of each dental service for oral surgery procedures.

Anesthesia – Is considered a covered dental benefit only when:

- it is medically necessary and administered with oral or dental surgery, and
- the anesthetic agent produces a state of unconsciousness with absence of pain sensation over the entire body.

Type III Services-Major Restorative

Waiting period:	12 months
Percentage paid:	50% of usual and customary
Subject to Deductible:	Yes

Services include major restorative and corrective procedures including:

Crowns, Inlay and Onlay Restorations – Cast restorations and crowns are covered dental benefits only when necessitated by gross decay or traumatic injury when the tooth cannot be restored with a routine filling material. Temporary crowns or restorations and crowns of a preventive nature are not covered dental benefits.

Porcelain or tooth colored restorations, crowns, inlays, onlays or pontics distal to the second bicuspid (premolar) will be payable as an amalgam restoration, cast crown, inlay, onlay or pontic.

Installation Prosthodontics (Complete or partial dentures, fixed bridgework) – Services for complete and partial dentures include 6 consecutive months post-installation care. Precision or semi-precision attachments are not covered dental benefits.

Replacement of any prosthetic appliance, fixed bridge, crown, inlay or onlay is not a covered dental benefit unless the existing prosthetic appliance, fixed bridge, crown, inlay or onlay is at least 5 years old and cannot be made serviceable by means of repair or reline.

Relating to dentures, crowns, inlays, onlays, and dental appliances, procedures to alter vertical dimension, restore or maintain occlusion, splint or replace tooth structure lost as a result of abrasion, attrition, or erosion are not considered covered dental benefits.

The Plan will not pay to replace a bridge or denture that is lost or stolen.

Type IV Services-Orthodontic

Waiting period: 12 months
Percentage paid: 50%
Subject to deductible: Yes

Services include comprehensive full banded orthodontic treatment (braces) and fixed or cemented appliances for tooth guidance or to control harmful habits. No coverage is provided for repair or replacement of orthodontic devices.

Benefits for orthodontic services shall be limited to covered members under the age of 19 and shall terminate on the day the covered member reaches age 19.

Method of Payment (Lifetime maximum of \$1,500.00 paid in increments of \$500.00 per year) – Upon proof of payment, the Dental Plan will pay 50% of the dentist's fee up to the \$500.00 annual maximum to the lifetime maximum of \$1,500.00.

Deductible and co-insurance will be applied to both the initial fee and monthly payments. It does not matter what services are done during any one month.

If treatment is stopped for any reason, payment will stop on that day. If service begins again, any remaining benefits will start again and the unfinished treatment will be subject to the original lifetime maximum.

Please call the Benefits Office at 378-4235 for questions regarding these payments.

DEFINITIONS

Actively at Work (Active Employment)

You are considered to be actively at work when performing in the customary manner all of the regular duties of your occupation with the employer, either at one of the employer's regular places of business or at some location to which the employer's business requires you to travel to perform your regular duties or other duties assigned by your employer. You are also considered to be actively at work on each day of a regular paid vacation or non-working day on which you are not totally disabled, but only if you are performing in the customary manner all of the regular duties of your occupation with the employer on the immediately preceding regularly scheduled work day.

Age Discrimination

A violation of the Social Security Act, which states that all active employees and their covered dependents age 65 and over are entitled to the same and/or equal benefits they had prior to age 65.

Amendment (Amend)

A formal document signed by the representatives of City of Amarillo. The amendment adds, deletes or changes the provisions of the Plan and applies to all covered persons, including those persons covered before the amendment becomes effective, unless otherwise specified.

Benefit Year

The 12 month period beginning January 1 and ending December 31. All annual deductibles and benefit maximums accumulate during the benefit year.

Cosmetic Surgery

A procedure performed primarily for psychological purposes or to preserve or improve appearance rather than to restore the anatomy and/or functions of the body which are lost or impaired due to an illness or injury.

Deductible

The amount withheld from eligible expenses before benefits become payable by this Plan.

Dentist

A person who is a Doctor of dental surgery, (D.D.S.) or Doctor of Dental Medicine (D.M.D.) and who is a member of their state Dental Association or eligible for membership in such association.

Eligible Independent Contractor

An independent contractor that manages a City-owned facility, but excluding any tenants and concessionaires, as determined by the Plan Administrator in its sole discretion.

Employer

City of Amarillo and Related Affiliates.

Oral Surgery

Necessary procedures for surgery in the oral cavity, including pre- and post-operative care.

Orthodontic Services

Movement of teeth by means of active appliances to correct the position of maloccluded or malpositioned teeth.

Plan Administrator

The Plan Administrator, City of Amarillo, who is the sole fiduciary of the Plan, has all discretionary authority to interpret the provisions and control the operation and administration of the Plan within the limits of the law. All decisions made by the Plan Administrator shall be final and binding on all parties.

City of Amarillo may choose to hire a consultant and/or contract administrator to perform specified duties in relation to the Plan. The Plan Administrator also has the right to amend, modify or terminate the Plan at any time or in any manner.

Plan Sponsor

City of Amarillo.

Plan Year

The 12 month fiscal period for City of Amarillo beginning January 1 and ending December 31.

Preferred Providers

Those health care providers who have contracted with City of Amarillo to provide certain services for which benefits are considered at special levels.

Regular Employee

A person employed by the Employer whose customary work week is forty (40) or more hours per week on a year round basis.

Related Affiliate

The Amarillo Economic Development Corporation (AEDC) and the Amarillo City Federal Credit Union.

Retiree

A former Regular Employee as defined above, who separated from City employment at age 60 with 10 or more years of service, at any age with 20 or more years of service, at any age with an occupational disability and 10 or more years of service with the City of Amarillo and who is drawing a monthly retirement pension from TMRS or the Firemen's Relief and Retirement Fund.

Total Disability (Totally Disabled)

The inability to perform all the duties of your occupation with the City of Amarillo or any other type of work for wage or profit as the result of a non-occupational illness or injury. A dependent will be considered totally disabled if, because of a non-occupational injury or illness, he or she is prevented from engaging in all the normal activities of a person of like age who is in good health.

Usual and Customary Charge

The charge most frequently made to the majority of patients for the same service or procedure. The charge must be within the range of the charges most frequently made in the same or similar medical service area for the service or procedure as billed by other physicians.

NETWORK DENTAL PROVIDERS

John Banks, DDS	3440 Bell, Ste 230 Amarillo, TX 79109	806-352-0404
Steve Banks, DDS	3440 Bell, Ste 230, Amarillo, TX 79109	806-352-0404
Larry Barry, DDS	3300 IH-40 East, Amarillo, TX 79103	806-372-3076
Richard D. Brauchi, DDS	2929 Georgia, Amarillo, TX 79109	806-352-8381
Joel R. Coker, DDS	2401 Commerce, Amarillo, TX 79109	806-358-7633
John C. Curry, DDS	2201 N. Grand, Amarillo, TX 79107	806-383-2361
Familia Dental	206 N.E.7 th , Amarillo, TX 79107	806-318-3908
Amanda Godfrey, DDS	2929 Georgia, Amarillo, TX 79109	806-352-8381
James Houston, DDS	3503 Soncy, Amarillo, TX 79119	806-374-8011
Kevin S. King, DDS	2401 Commerce, Amarillo, TX 79109	806-358-7633
Daniel Meadors, DDS	2201 N. Grand, Amarillo, TX 79107	806-381-1890
Troy A. Moore, DDS	2401 Commerce, Amarillo, TX 79109	806-358-7633
Angela Nguyen, DDS	1015 W. 8 th , Ste 2, Amarillo, TX 79101	806-372-5200
Tyler Pendergrass, DDS	6020 Belpree, Ste C, Amarillo, TX 79106	806-358-8801
Michael R. Peters, DDS	3625 Soncy Road, Amarillo, TX 79119	806-351-2828
Cindy Schmidt, DDS	7201 West 34 th , Amarillo, TX 79109	806-358-0368
R. Todd Short, DDS	3503 Soncy, Amarillo, TX 79119	806-374-8011
Ed Vlosich, DDS	3503 Soncy, Amarillo, TX 79119	806-374-8011
Eric Wilkie, DDS	6020 Belpree, Ste C, Amarillo, TX 79106	806-358-8801