

**VALLEY STREAM TEACHERS ASSOCIATION  
WELFARE FUND  
SELF-INSURED DENTAL PLAN**

**Effective 07/01/2022**

## TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Schedule of Benefits	1
Definitions	2
When Your Coverage Begins	3
When Your Dependents' Coverage Begins	3
Dental Benefits	4
Plan Exclusions	6
Coordination of Benefits	7
Effect on the Benefits of this Plan	7
Order of Benefits Determination	8
Termination	10
COBRA	11
Special Continuance of Dental Coverage	11
Claims Submission	13
Extension of Benefits	13
Claim Inquiries and Filing Information	14

**SCHEDULE OF BENEFITS**

**PLAN EFFECTIVE DATE:** July 1, 1998 - Amended 3/22/2016, 7/1/2019, 7/1/2022

**EMPLOYEES ELIGIBLE:** All Teachers, Teaching Assistants, Administrators, Head Custodians, Nurses and Clerical Staff Members.

**CONTRIBUTORY BENEFITS FOR ELIGIBLE PERSONNEL**

**CONTRIBUTORY BENEFITS FOR THEIR ELIGIBLE DEPENDENTS.**

**MAXIMUM CALENDAR YEAR BENEFIT**.....\$1,500.00

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 LIFETIME BENEFIT**..... \$2,000.00  
(Not included in the calendar year maximum)

**\*DENTAL CO-INSURANCE PERCENTAGES** (After Satisfying the Deductible)

**\*In Network:**

- 80% of Stanis Net Plus fee schedule for Diagnostic, Preventative and Basic Services
- 50% of Stanis Net Plus fee schedule for Major & Orthodontic Services

**\*Out of Network:**

- 80% of Reasonable & Customary for Diagnostic, Preventative and Basic Services
- 50% of Reasonable & Customary for Major & Orthodontic Services.

**DENTAL DEDUCTIBLES: (Deductible does not apply to Orthodontic Services)**

Employee Individual Deductible..... \$ 30.00  
Dependent Individual Deductible .....\$50.00  
  
Family Dental Deductible ..... \$120.00

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.

### **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.

### **EMERGENCY**

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

### **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 to be incurred on the date the pulp chamber is opened.

### **INCURRED EXPENSE**

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

### **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 the Valley Stream Teachers' Association Welfare Fund) reserves the right to determine:

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

### **PLAN COORDINATOR**

J.J. Stanis and Company, Inc.

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

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

## **WHEN YOUR COVERAGE BEGINS**

### **BECOMING ELIGIBLE**

You will be eligible the first day of the month following your date of employment. If your date of hire falls on the first of the month, you will be eligible on that day. 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 before the day you become eligible, you will be covered on the day you become eligible.

### **OPEN ENROLLMENT PERIOD-Employees**

New and rehired employees will have 90 days from date of employment to enroll in the Welfare Fund's benefit program. Active employees, who do not enroll in the Welfare Fund's benefit program within 90 days of employment, will only be eligible to enroll during the open enrollment period from January 1st through January 31st of each year. The only exception to this rule is for an active employee who is not currently enrolled in the Welfare Fund's benefit program because he or she is covered under a spouse's dental plan and experiences an involuntary loss of dental coverage from his or her spouse's dental plan. The employee may enroll in the Welfare Fund's benefit program within 90 days of his or her loss of dental coverage under the employee's spouse's dental plan, without waiting for the open enrollment period, as defined above, upon submission of written proof of his or her loss of dental coverage.

## **WHEN YOUR DEPENDENT 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 will be covered up to the end of the month they turn 23.

If your child is mentally ill, developmentally disabled, 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 eligible dependent on the day you become eligible is eligible on that day. If an eligible dependent enrolls after the member has already enrolled, they will be eligible on the first day of the month following their enrollment, however if the dependent's enrollment is on the first day of the month, the eligible dependent will be eligible on that date.

### **BECOMING COVERED**

A person who is eligible for coverage under this plan as an employee is also eligible as a dependent. In addition, if both you and your spouse are covered under this plan as employees, your children may be covered as dependents of both you and your spouse.

## **WHEN YOUR DEPENDENT COVERAGE BEGINS (Continued)**

### **OPEN ENROLLMENT PERIOD-Dependents**

Dependents will have 90 days from their first date of eligibility to be enrolled in the Welfare Fund's benefit program. Dependents, who are not enrolled in the Welfare Fund's benefit program within 90 days of their eligibility, will only be eligible to be enrolled during the open enrollment period from January 1st through January 31st of each year. There are only two exceptions to the dependent rule. One exception is for children under 5 years of age, who may be enrolled at any time. The other exception is for dependents who are not currently enrolled in the Welfare Fund's benefit program because they are covered under another parent's dental plan and experience an involuntary loss of dental coverage from their other parent's dental plan. These dependents may be enrolled in the Welfare Fund's benefit program within 90 days of their loss of dental coverage under their other parent's dental plan, without waiting for the open enrollment period, as defined above, upon submission of written proof of their loss of dental coverage.

## **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, maximums or late enrollment penalties that may apply. You are subject to your plan's deductibles, maximums and late enrollment penalties regardless of any pre-estimate you may receive.**

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

The following is a complete list of services covered by your dental plan. Any service not listed below will not be considered for payment.

### **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 in every three calendar years.

Prophylaxis (this service is limited to two per calendar year)

Topical application of stannous fluoride (this service is limited to one per calendar year, upto age 18)

Sealants (SEE PAGE 6 For Coverage Description)

Space Maintainers

Diagnostic casts

## **WHAT ARE COVERED DENTAL CHARGES (Continued)**

### **BASIC SERVICES**

Palliative treatments

Consultations (when performed by a dentist other than the dentist 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

-Periodontal Prophylaxis/Maintenance (this service is limited to four per calendar year, with periodontal treatment history on file)

-Periodontal Scaling & Root Planning (this service is limited to one per quadrant, every two years)

-Periodontal Surgery (this service is limited to one per quadrant, every three years)

-Subject to Dental Consultant Review

-Supporting Documentation will be required to substantiate medical necessity

Endodontics

Amalgam & Composite restorations

Stainless steel crowns

Recementing of inlays, bridges and crowns

Pin retention

Adjustment s, relines and rebasing of dentures

Replacement of teeth or clasps on a denture

Occlusal adjustments

Administration of general anesthesia (in conjunction with oral surgery)

### **MAJOR SERVICES**

Inlays/Onlays

Occlusal guards

Crowns, pre-fabricated crowns (this service is limited to one per tooth in 60 months)

Crown buildups, Posts & Cores

Implants

Dentures, overdentures, unilateral dentures, stay plates

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 Valley Stream Teachers Association Welfare Fund there will be no coverage to replace such teeth. This limitation does not apply if the device includes the replacement of a natural tooth extracted while the person is covered by the Valley Stream Teachers Association Welfare Fund dental plan.

## **ORTHODONTIC SERVICES**

Orthodontic services that include pre-orthodontic care, one appliance, and active treatment monthly maintenance visits per each course of 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.

## **SEALANTS ON PRIMARY TEETH**

Sealant on Primary teeth requires a Pre-Approval to include a detailed narrative and x-rays to support the medical necessity of sealants on primary teeth.

## **SEALANTS ON PERMANENT TEETH**

Sealants on permanent teeth will be limited to (2) treatments per tooth up to age 14. Over the age of 14 will require Pre-Approval to include a detailed narrative and x-rays to support the medical necessity of sealants.

## **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 Orthodontic services related to an appliance that was placed prior to coverage under this plan
- (e) Services provided due to war, if declared or not
- (f) For porcelain on molar teeth
- (g) For treatment of disturbances of the temporomandibular joint
- (h) For cosmetic reasons
- (i) For appliances, restorations or procedures whose purpose is to alter vertical dimension or maintain occlusion.
- (j) For bleaching except in connection with endodontics
- (k) For oral hygiene, dietary, plaque control and other educational programs
- (l) For replacing tooth structure lost as a result of abrasion or attrition
- (m) 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.
- (n) For the replacement of any crown, inlay, onlay, fixed bridge or denture within 5 years of the date of the last placement of such item (This limitation will not apply if the replacement is due to injury)
- (o) For the replacement of congenitally missing teeth
- (p) For duplicate appliances
- (q) Splinting

## 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.

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 This 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 does not have this rule but instead has a rule based on the gender of a parent, and as a result the plans do not agree on the order of benefits, then the rule in the other plan will determine the order of benefits.

- (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, is 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.

## **ORDER OF BENEFITS DETERMINATION (continued)**

If the other plan does not have this rule or their plan does not agree on the order of benefits, this rule is ignored.

- (5) If none of the above rules determine an order of benefits, then the benefits of a plan which has covered the person for the longer period of time are determined before those of the plan which has covered the person for the shorter period of time.

### **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 your dependent s from:

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

As a claimant under this plan, 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.

### **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**

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

Your Benefits will terminate on the earliest of:

- (a) The date the policy terminates
- (b) The date that premiums cease to be paid on your behalf
- (c) The end of the month in which your employment 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

### **3. Family Continuance Benefit (Dependent Dental Benefits After Your Death)**

If, however, your benefits end because you die, then items (2a) and (2d) above will not apply. Coverage for your surviving dependents will continue until the earliest of these dates:

- (a) If your surviving spouse is a covered dependent the date such spouse remarries
- (b) The date on which a dependent ceases to meet the policy's definition of dependent
- (c) The end of a twenty four month period which begins on the date of your death
- (d) The date on which the policy terminates

For information on the cost of dependent survivor coverage, contact the Plan Coordinator.

If your surviving spouse dies, your other eligible dependents may continue their coverage as dependent survivors until they no longer meet the eligibility requirements as dependents. If your survivor is eligible for dependent survivor coverage but chooses not to participate or fails to make the required payments, coverage will be terminated permanently. Your survivor may not re-enroll. Any extension of benefits after coverage ends under COBRA, as defined on next page, will also apply to dependents when coverage provided by the Family Continuance Benefits ends. However, the time period for which coverage was continued under the Family Continuance Benefit will be deducted from the 36 months available under COBRA

### **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)
- (e) An unpaid leave of absence

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

The Plan Coordinator 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, The Plan Coordinator shall send notice to your dependent of the right to continue the coverage.

**SPECIAL CONTINUANCE OF DENTAL COVERAGE (continued)**

**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. The Plan Coordinator 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
- (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**

### **WRITTEN NOTICE AND PROOF OF THE EVENT**

Written notice and proof of the event on which the claim is based must be submitted to the Plan Coordinator within 365 days after the loss for which claim is made.

### **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 30 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 30 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 30 days after the termination of insurance.

**All Claims should be submitted to  
J.J. Stanis and Company, Inc.**

**By Mail:  
J.J. Stanis and Company, Inc.  
377 Oak Street, Suite 406  
Garden City, NY 11530**

**By E-Mail:  
[claims1@jjstanisco.com](mailto:claims1@jjstanisco.com)**

**By Fax:  
(516) 465-3920**

**Your dental provider can submit the claim electronically**

**All Benefit and Claim inquiries should be directed to  
J.J. Stanis and Company, Inc.**

**By Phone:  
Main Number: 516-465-3900  
Toll Free: (877) 470-3715**