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**AURA**  
**Prepaid Dental Plan**

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**January 1, 2002**

**Plan # 508**

**Summary Plan Description, Plan #508.** This document, together with the enrollment and coverage booklet issued by the Employers Dental Services, constitutes the Summary Plan Description required by ERISA § 102.

**Plan Document.** This document together with the entire group insurance contract entered into between AURA and the Employers Dental Services, constitute the written plan document for the AURA Prepaid Dental Plan # 508 required by ERISA § 402.

## 1. Introduction

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AURA maintains a Prepaid Dental Plan (the “Plan”) for the exclusive benefit of and to provide dental benefits to its eligible employees employed in Arizona, their eligible dependents and eligible former employees. Eligible employees may elect either this plan or the MetLife Dental Plan which is described in a separate summary.

These benefits are currently provided under an insurance contract entered into with the Employers Dental Services (the “Insurance Company”).

These benefits (including information about who is eligible to receive benefits) are summarized in the enrollment and coverage booklet issued by the Employers Dental Services.

This document, together with the enrollment and coverage booklet issued by the Insurance Company, constitutes the Summary Plan Description required by ERISA § 102.

## 2. General Information About the Plan

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Plan Name:	AURA Prepaid Dental Plan
Type of Plan:	A prepaid dental plan (a type of welfare benefits plan that is subject to the provisions of ERISA).
Plan Year:	January 1 – December 31
Plan Number:	# 508
Original Effective Date:	May 1, 1981. The plan has been amended several times since its original effective date.
Funding Medium Type of Plan Administration:	This plan is fully insured. Benefits are provided under a group insurance contract entered into between AURA and the Employers Dental Services. Claims for benefits are sent to the Insurance Company. The Insurance Company (not AURA) is responsible for paying claims. Note that the Insurance Company and AURA share responsibility for administering the plan.  Insurance premiums for employees and their families are paid in part by the Plan Sponsor, and in part by employees’ pre-tax payroll deductions.
Plan Sponsor:	AURA 950 N. Cherry Ave. Tucson, AZ 85719 Tel: (520) 318-8386

Plan Sponsor's Employer Identification Number: 86-0138043

Insurance Company: Employers Dental Services  
PO Box 36600  
Tucson, AZ 85743-6600  
1-800-722-9772

Plan Administrator: AURA  
950 N. Cherry Ave.  
Tucson, AZ 85719  
Tel: (520) 318-8386  
Attn: NOAO Human Resources Manager

Named Fiduciary: AURA  
950 N. Cherry Ave.  
Tucson, AZ 85719  
Tel: (520) 318-8386

Agent for Service of Legal Process: Director, NOAO  
AURA  
950 N. Cherry Ave.  
Tucson, AZ 85719  
Tel: (520) 318-8386

Service of legal process may also be made on the Plan Administrator.

Plan Document: The written plan document required by ERISA § 402 consists of this document, together with the entire group insurance contract entered into between AURA and the Employers Dental Services.

**Important Disclaimer**

*Benefits hereunder are provided pursuant to an insurance contract between the Plan Sponsor and the Insurance Company. If the terms of this summary document conflict with terms of the insurance contract, the terms of the insurance contract will control, unless superseded by applicable law.*

**3. Eligibility and Participation Requirements**

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Regular full-time or regular part-time employees scheduled to work at least 20 hours per week, and working in Arizona, and their eligible dependents may participate in this plan. Eligible dependents are your spouse and dependent children to age 19. If your children are full-time students, they will be eligible to age 25.

You are eligible for benefits on the first of the month following or coincident with employment or during an open enrollment period.

Eligible employees must complete an application form to enroll (available through the Plan Administrator) and must pay a portion of the premium for dependent coverage. Enrollment procedures are outlined in the enrollment and coverage booklet.

Your eligibility for Plan benefits terminates on the last day of the month in which you terminate employment with AURA. Coverage may also terminate if you fail to pay your share of the premium, if your hours drop below the required eligibility threshold, if you submit a false claim, or move out of the Arizona area, etc. (see the enrollment and coverage booklet for more information.) Coverage for your spouse and dependents stops when your coverage stops. Their coverage will also cease for other reasons specified in the enrollment and coverage booklet (e.g., divorce, dependent attain age limit, dependent gets married, etc.).

COBRA: If coverage for you, your spouse or dependents ceases because of certain “qualifying events” (e.g., termination of employment, reduction in hours, divorce, death, child ceasing to meet the plan’s definition of dependent) specified in a federal law called COBRA, then you, your spouse or your dependents may have the right to purchase continuing coverage under the Plan for a limited period of time. For more information about COBRA rights, see the “Summary of Rights and Obligations Regarding Continuation of Group Dental Plan Coverage,” a copy of which has been previously furnished to you and your spouse (if covered under the plan). Please contact the Plan Administrator if you need another copy.

## **4. Summary of Plan Benefits**

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The Plan provides eligible employees and their dependents with dental benefits as outlined in the schedule of benefits. These benefits are provided under a group insurance contract entered into between AURA and the Employers Dental Services. A schedule of the benefits provided under the Plan is set forth in the enrollment and coverage booklet issued by the Employers Dental Services.

This Plan will, through the group insurance contract, provide benefits in accordance with the applicable requirements of federal laws, such as COBRA, HIPAA, the NMPHA and the WHCRA.

This Plan will also extend benefits to an employee’s non-custodial child, as required by any qualified medical child support order (QMCSO), as defined in ERISA § 609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMSCO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

The Plan also will extend benefits to dependent children placed with participants or beneficiaries for adoption under the same terms and conditions as apply in the case of dependent children who are natural children of participants or beneficiaries.

## **5. How the Plan is Administered**

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The administration of the plan is under the supervision of the Plan Administrator, NOAO. The Human Resources Manager of NOAO is the person who acts on behalf of the plan administrator. AURA has agreed to indemnify the Human Resources Manager for any liability he or she incurs as a result of acting on behalf of the plan administrator, except if such liability is due to his or her gross negligence or misconduct.

The principal duty of the Plan Administrator is to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them.

AURA bears its incidental costs of administering the Plan.

The plan is fully insured. Benefits are provided under a group insurance contract entered into between AURA and the Employers Dental Services. Claims for benefits are sent to the Insurance Company. The Insurance Company is responsible for paying claims, not AURA

The Insurance Company is responsible for:

- Determining eligibility for the amount of any benefits payable under the Plan. Fees are listed on page 4 of the enrollment and coverage booklet.
- Prescribing claim procedures to be followed and claims forms are not necessary pursuant to the plan.

The Insurance Company also has the authority to required employees to furnish it with such information as it determines is necessary for the proper administration of the Plan.

If you have any general questions regarding the Plan, please contact the Plan Administrator.

However, if you have questions concerning eligibility for and/or the amount of any benefits payable under the plan, please contact the Insurance Company.

## **6. Circumstance Which May Affect Benefits**

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Your eligibility for Plan benefits terminates on the last day of the month in which you terminate employment with AURA. Coverage may also terminate if you fail to pay your share of the premium, if your hours drop below the required eligibility threshold, if you submit a false claim, etc. (see the enrollment and coverage booklet for more information.) Coverage for you spouse and dependents stops when your coverage stops. Their coverage will also cease for other reasons specified in the enrollment and coverage booklet (e.g., divorce, dependent attain age limit, dependent gets married, etc.). Benefits will also cease for employees, spouses and dependents on termination of the Plan.

Depending on the reason why coverage was terminated, you and your covered spouse and dependents might have the right to continue coverage temporarily under COBRA. See Section 3 above for information about COBRA rights.

Other circumstances which can result in the termination, reduction. Loss or denial of benefits (for instance, exclusions due to preexisting condition, and exclusions fore certain medical procedures) is described in the enrollment and coverage booklet issued by the Employers Dental Services. Please read the booklet carefully.

## **7. Amendment or Termination of the Plan**

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AURA, as Plan Sponsor, has the right to amend or terminate the Plan at any time.

The Plan may be amended or terminated by a written instrument signed by the Human Resources Manager or an official of AURA authorized to amend or terminate the Plan and to sign insurance contracts with the Insurance Company or other carrier, including amendments to those contracts.

## **8. No Contract of Employment**

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The Plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between you and AURA to the effect that you will be employed for any specific period of time.

## **9. Claims Procedures**

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The Insurance Company is responsible for evaluating all benefit claims under the Plan. Member costs are outlined in the Schedule of Benefits EDS 100 as listed in the Enrollment and Coverage Booklet. The Insurance Company will decide you claim in accordance with its claims procedures, as required by ERISA. The Insurance Company has the right to secure independent medical advice and to require such other evidence, as it deem necessary in order to decide your claim.

If the Insurance Company denies your claim, in whole or in part, you will receive a written notification setting forth the reason(s) for the denial.

See the enrollment and coverage booklet for more information about how to file a claim and for details regarding the Insurance Company's claims procedures.

If your claim is denied, you may appeal to the Insurance Company for a review of the denied claim. The Insurance Company will decide your appeal in accordance with its reasonable claim procedures, as required by ERISA. If you don't appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which is generally a prerequisite to bringing a suit in state or federal court).

See the enrollment and coverage booklet for more information about how to appeal a denied claim and for details regarding the Insurance Company's claims procedures.

## 10. Statement of ERISA Rights

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As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all participants shall be entitled to:

Examine, without charge, at the plan administrator’s office and the other specified locations, such as worksites, all documents governing the plan including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, on written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for copies.

Receive a summary of the Plan’s annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report.

Continue dental care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under you group dental plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge from you group dental plan or dental insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

In addition to creating rights for plan participants ERISA imposes duties on the people who are responsible for the operation of the employee benefits plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising you rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) for the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case the court may

require the plan administrator to provide the material and pay you up to \$110 a day until you receive the material, unless the material were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in the state or Federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

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Enrollment and coverage booklet issued by the Employers Dental Services