

**Employee  
Dental Benefits**

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***TRIANGLE ORTHOPAEDIC ASSOCIATES, P.A.***

Summary Plan Description  
Effective January 1, 2005

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# **INTRODUCTION**

## **About the Plan**

Your dental care plan is provided by Triangle Orthopaedic Associates, P.A. Claims-paying services and other administrative services for the plan are performed on behalf of Triangle Orthopaedic Associates, P.A. by JSL Administrators. The plan provides dental benefits.

## **Your Rights as a Participant**

As a plan participant, you are protected by a federal law called The Employee Retirement Income Security Act of 1974 (“ERISA”). Your rights under the law are described in the “Statement of ERISA Rights” at the end of this booklet.

## **Your Summary Plan Description**

ERISA requires that all plan participants be given a “summary plan description,” or brief summary of their plan benefits. This booklet is intended to fulfill that requirement. If your booklet is misplaced, you may get a replacement from your employer.

Your summary plan description booklet is not a contract of insurance or a formal plan description. Complete information about the plan is contained in the written plan description maintained by Triangle Orthopaedic Associates, P.A.

This summary plan description replaces and supersedes any and all previous benefit booklets or summary plan descriptions. In the event of an inadvertent discrepancy between the information in this booklet and the actual provisions of the plan, the terms of the written plan description will rule.

## DENTAL BENEFITS SUMMARY

**Triangle Orthopaedic Associates, P.A.**  
*Self-Funded Dental Plan*

Yearly Deductible ..... \$ 50 per participant				
Calendar Year Maximum Benefit ..... \$1,000 per participant				
Lifetime Maximum Orthodontic Benefit .....\$1,500 per covered child				
Covered charges for...	Services	Yearly Deductible	Plan Payment Rate	Waiting Period
Diagnostic & Preventive Services  Type I	<p>ORAL EXAMS .....Limited to once in any six months in a row.</p> <p>PROPHYLAXIS... once in any six months in a row.</p> <p>FLUORIDE..... 1 treatment in any twelve month period, up to the age of 14</p> <p>SEALANTS..... no more than once per tooth per person and only for permanent molar teeth. For children under age 16.</p> <p>X-RAYS..... 1 series of Bitewings in any 12 month period.</p> <p>SPACE MAINTAINERS Only for children under age 16 (includes adjustments within 6 months of installation)</p> <p>HARMFUL HABIT APPLIANCE Once per person. Only for children under age 16.</p>	None	100% of Allowable Charges	No Waiting Period

Covered charges for...	Services	Yearly Deductible	Plan Payment Rate	Waiting Period
<p>Basic Services</p> <p>Type II</p>	<p><b>X-RAYS</b>  Complete series – once every 60 months.  Panoramic – once every 60 months or in connection with the removal of impacted wisdom teeth.  Periapical – no more than 4 X-Rays in any 12 months in a row.  Occlusal Film – no more than 2 films in any 12 months in a row.  Extraoral – no more than 2 films in any 12 months in a row.  Sialography</p> <p><b>FILLINGS</b>  Replacement Fillings: once every 24 months per filling.</p> <p>Simple Extractions, Removal of Exposed Roots, Incision and Drainage.</p> <p>Bacteriologic Studies for Determination of Pathologic Agents.</p> <p>Palliative (Emergency) Treatment of Dental Pain – Minor Procedure Deemed to be a separate covered dental service only if no other service is rendered during the visit, except x-rays.</p> <p>Therapeutic Drug Injection</p> <p>Histopathologic Examinations</p>	<p>Deductible Applies</p>	<p>80% of Allowable Charges</p>	<p>No Waiting Period</p>
<p>Major Services</p> <p>Type III</p>	<p><b>ENDODONTIC PROCEDURES</b>  Root canal therapy, pulp capping, and vital pulpotomy  Endodontic Retreatment: covered after 24 months from initial treatment.</p> <p><b>ADJUSTMENT TO FIXED BRIDGES AND DENTURES</b>  Relining and rebasing of dentures once in any 12 month period. Reattachment of damaged or broken clasps; adjustment to a denture more than 6 months after installation.</p> <p><b>ORAL SURGERY</b>  Simple extractions; surgical extraction of erupted teeth involving tissue flap and bone removal; and surgical extraction of impacted teeth.</p> <p><b>GENERAL ANESTHESIA &amp; IV SEDATION</b>  When required in connection with a covered surgical procedure.</p>	<p>Deductible Applies</p>	<p>50% of Allowable Charges</p>	<p>No Waiting Period</p>

Covered charges for...	Services	Yearly Deductible	Plan Payment Rate	Waiting Period
Major Services (continued)  Type III	<b>PERIODONTAL SERVICES:</b> Minor Gum Disease Treatment (Minor Periodontics) <ul style="list-style-type: none"> <li>• Provisional Splinting, Occlusal Adjustments – once every 12 months.</li> <li>• Scaling and Root Planing – once every 24 months per area.</li> <li>• Periodontal Maintenance – once every 6 months (combined with Routine Dental Cleanings).</li> </ul> Major Gum Disease Treatment (Major Periodontics) <ul style="list-style-type: none"> <li>• Gingivectomy, Osseous Surgery, other major periodontal procedures – once every 36 months per area.</li> </ul> <b>COMPLEX RESTORATIVE</b> Including inlays; onlays; and crowns  <b>PROSTODONTICS</b> Complete and partial dentures; repairs to dentures, including broken teeth; fixed bridges; and the addition of teeth to partial dentures to replace extracted teeth.	Deductible Applies	50% of Allowable Charges	No Waiting Period
Orthodontic Services	<b>IN ORDER TO BE COVERED UNDER THE PLAN,</b> The appliances must be inserted while the child is covered under the plan and after the child has been covered for 24 consecutive months; and before the child's 19 <sup>th</sup> birthday.	None	50% of Allowable Charges	24 Months

**NOTES**

- Dental Coverage is offered through Triangle Orthopaedic Associates' Flexible Benefit (Cafeteria) Plan; and, as such, the premiums are not subject to federal and state income taxes or FICA and Medicare taxes.
- New enrollees in the dental plan will receive a Benefits Booklet and insurance card. These items will be mailed to the employee's work location.
- Pretreatment estimates are given upon request for services expected to exceed \$300.
- Eligible students are .....unmarried children of covered persons,  
 ..... Age 19 to age 25, and  
 ..... are full-time students.

## DEFINITIONS

Certain terms used in this summary plan description have special meanings. These terms are defined below.

**Allowable Covered Charges** - the most the plan will allow for covered services and supplies. Allowable covered charges are set by JSL Administrators on behalf of the plan. The plan takes into account the “reasonable and customary charges” for services and supplies in the area where the charges are incurred.

**Crown** – the part of a tooth above the gum lining. Also, a metal, plastic, or porcelain cap that covers the part of the tooth above the gum line for restorative purposes.

**Dentist** – a licensed:

- Doctor of Dentistry; or
- Doctor of Dental Surgery; or
- Doctor of Medical Dentistry; or
- Doctor of Medicine furnishing dental services; or
- Doctor of Osteopathy furnishing dental services; or
- Dental Hygienist acting within the scope of his or her license under the supervision of one of the above.

**Dentures** – dental appliances used to replace missing natural teeth and the surrounding tissues.

**Emergency Palliative Treatment** – an emergency dental procedure performed to temporarily relieve acute pain, but which is not always a final cure.

**Endodontics** – treatment of disease of the dental pulp, including the nerves and blood vessels within a tooth.

**Experimental/Investigative** – services and supplies which:

- have not received final approval of the U.S. Food and Drug Administration; or
- have not been medically and scientifically proven to be safe and effective.

**Filling** – a procedure to restore a diseased or accidentally broken tooth with amalgam, silicate (synthetic porcelain), acrylic (plastic), or composite resin.

## DEFINITIONS

### Definitions, Continued

**Impacted Tooth** – a tooth that has not erupted through the gum, and is embedded in the jaw.

**Injury** – an accidental bodily trauma.

**Inlay** – a porcelain or metal restoration cemented into a prepared cavity in a tooth.

**Medically necessary** – describes services or supplies which:

- are needed to identify or treat a sickness or injury; and
- are in keeping with the symptoms, diagnosis, and treatment of the sickness or injury; and
- meet generally accepted standards of medical or dental practice; and
- are not provided for convenience; and
- are provided at a level that is medically appropriate for the dental condition.

**Participant** - means:

- an eligible employee who is covered under the plan; or
- an eligible dependent who is covered under the plan; or
- an individual who was previously covered under the plan and is now exercising his or her right to continued coverage.

**Periodontics** – the treatment of diseases of the gums and other supportive structures of a tooth.

**Prosthodontics** – the restoration of missing teeth by artificial means, including bridges and dentures.

**Space Maintainer** – a fixed or removable appliance designed to prevent teeth from moving.

**JSL Administrators** - the company that provides administrative services, including claim processing, for the plan.

**We, us** – Triangle Orthopaedic Associates, P.A., the plan sponsor and provider of coverage, or JSL Administrators, acting on behalf of Triangle Orthopaedic Associates, P.A.

**You, your** - the participating employee.

## ELIGIBILITY INFORMATION

### Employee Eligibility

You are eligible for coverage under the plan if you are an active full-time employee working at least 20 hours per week.

### Eligible Dependents

If you are covered under the plan, your eligible dependents can also be covered. An eligible dependent may not be covered by more than one covered employee. *Eligible dependents* are:

- your spouse, unless you are legally separated;
- your domestic partner; and
- each of your unmarried children who are less than age 19, or less than age 25 if a full-time student.

*Children* includes:

- your natural and adoptive children, including children who have been placed in your home for adoption. Stepchildren and foster children are also included if they depend on you for support and maintenance.
- children for whom coverage is required due to a “qualified medical child support order”. (You may contact the Human Resource Department for more information about dependent eligibility due to court order).
- any other children who live with you in a parent-child relationship and are chiefly dependent on you for support.

**Exception:** A grandchild is not an eligible dependent if his or her natural parent also lives with you.

Each person who is your eligible dependent on the day you become eligible also becomes eligible on that day. Each other person becomes eligible on the day he or she becomes your eligible dependent.

# ELIGIBILITY INFORMATION

## How to Enroll

You may enroll for coverage under the plan for yourself and your eligible dependents by completing an enrollment form.

You may obtain an enrollment form from the Human Resource Department.

## When Your Coverage Begins

The annual enrollment period occurs during the month of December. If you enroll during annual enrollment, your coverage will become effective on the following January 1. Otherwise, you will not have an opportunity to do so until the next annual enrollment period.

**Exception:** You may enroll before annual enrollment if certain events called *status changes*, occur. For more information about status changes, see the section titled “Changing Your Coverage,” which follows.

Each person who is your eligible dependent on the day you become eligible also becomes eligible on that day. Each other person becomes eligible on the day he or she becomes your eligible dependent.

## When Dependents’ Coverage Begins

The annual enrollment period occurs during the month of December. If you enroll during annual enrollment, your dependents’ coverage will become effective on the following January 1. Otherwise, you will not have an opportunity to do so until the next annual enrollment period.

**Exception:** You may enroll for dependents’ coverage before annual enrollment if certain events called *status changes*, occur. For more information about status changes, see the section titled “Changing Your Coverage,” which follows.

Coverage for a newborn child begins at birth if no additional contribution is required to cover the child. If an additional contribution is required, you must:

- apply to cover the child within 31 days after his or her date of birth; and
- agree to pay the required contribution.

If you do this, coverage for the newborn child will begin at birth.

## ELIGIBILITY INFORMATION

### Changing Your Coverage

You may change the type of coverage you have elected only during the annual enrollment period unless certain events, called *status changes*, occur. *The changes you make due to the occurrence of a qualifying event must be consistent with the type of qualifying event that has occurred.*

Qualifying events are:

- your marriage;
- your divorce;
- the death of your spouse or of a dependent;
- a change in your spouse's employment status;
- a significant change in your or your spouse's group coverage; or
- an unpaid leave of absence taken by either you or your spouse.

For more information about status changes, you may call the Human Resources Department.

### Continuation of Coverage for Handicapped Dependent Children

If a covered dependent child is mentally or physically handicapped when he or she reaches the maximum age for coverage under the plan, that child's coverage may be continued. You must apply for this continuation of coverage and furnish proof of the child's handicap within 31 days after his or her eligibility would otherwise end.

## DENTAL BENEFITS

### Payment of Benefits

The plan pays dental benefits when JSL Administrators receives proof that a Participant has incurred covered dental charges. A charge is considered “incurred” when:

- an impression is taken, for dentures or bridgework
- the tooth is prepared, for a crown, bridge or gold restoration;
- the canal is opened, for root canal therapy; or
- the service is provided, for all other types of services.

### Maximum Benefits

- Payment is subject to a *maximum calendar year benefit* of **\$1,000** per participant. This calendar-year maximum does not include benefits paid for orthodontic benefits for your covered child.
- Orthodontic benefits are subject to a *lifetime maximum orthodontic benefit* of **\$1,500** per covered child.

### Yearly Deductible

Dental benefits are subject to a yearly deductible. The *yearly deductible* is the initial **\$50** of certain covered charges in each calendar year, for which the plan does not pay benefits.

- The yearly deductible applies to all types of covered dental charges except charges for Diagnostic and Preventive Services.
- The amount of covered dental charges that will be applied to yearly deductibles in one calendar year is limited to **\$150** per family. Once this maximum is reached, any covered charges incurred by you or your covered family members will not be subject to a yearly deductible.

### Plan Payment Rates

After a participant’s covered charges exceed any applicable yearly deductible, the plan will pay for the remaining covered dental charges at the applicable *plan payment rate*.

The plan payment rate is:

## **DENTAL BENEFITS**

### **Plan Payment Rates, Continued**

- **100%** of the allowable covered charges for Diagnostic and Preventive Services;
- **80%** of the allowable covered charges for Basic Services; and
- **50%** of the allowable covered charges for Major Services and Orthodontic Services.

### **Pre-Treatment Estimate**

If you are planning dental treatment which you expect to exceed \$300, JSL Administrators will give your dentist an estimate of the dental benefits payable for the proposed services. Your dentist must complete a claim form marked as pre-treatment estimate request, and send it to JSL Administrators. The form will be returned to your dentist estimating the amount the plan will pay for the treatment.

A pre-treatment estimate is not a guarantee of benefits payable. The actual benefits payable for a completed service are computed at the time the claim is received for payment are based on:

- eligibility information current at the time the claim is received; and
- the calendar year maximum benefit for dental services remaining for the current calendar year.

### **Alternative Benefits**

In determining the benefits payable on a claim, we will consider other alternative procedures and materials that can be used to treat a dental problem or disease. The covered dental expense for a covered dental service provided will be limited to the allowable charge for the least costly covered dental service that accomplishes a result which meets broadly accepted standards of professional dental care as determined by us. You and your dentist may decide on a more costly procedure or material than we have determined to be satisfactory for the treatment of the dental problem or disease. In this event, we will not pay the excess amount. The benefit payable will be limited to the benefit that would have been payable had the least costly covered dental service been provided instead.

### **Covered Dental Charges**

Covered dental charges are charges that are:

- incurred for treatment of a dental injury or oral disease;

## DENTAL BENEFITS

- for a service or treatment ordered or performed by a dentist; and
- for services listed below as:
  - Diagnostic and Preventive Services,
  - Basic Services,
  - Major Services, or
  - Orthodontic Services.

### Diagnostic and Preventive Services

*Diagnostic and Preventive services* are:

**ORAL EXAMINATIONS**, limited to one exam in any six months in a row per participant.

**DENTAL PROPHYLAXES** (cleaning of teeth), limited to one in any six months in a row per participant. (Frequencies combined with periodontal maintenance.)

**FLUORIDE TREATMENTS**, limited to one treatment in any twelve-month period for children up to the age of 14.

**DENTAL X-RAYS:**

- Bitewing films (limited to one series of bitewings in any twelve-month period).

**SEALANT APPLICATIONS**, limited to once per tooth per person and only for permanent molar teeth. For children under the age of 16.

**SPACE MAINTAINERS**, limited to covered children under the age of 16. Service is deemed to include all adjustments made, or recementing done, within six months of installation.

**TREATMENT TO CONTROL HARMFUL HABITS**, limited to one per person and only for children under the age of 16. Not covered if orthodontic related.

## DENTAL BENEFITS

## **Basic Services**

*Basic services* are:

**X-Rays**, limited to a complete series once every 60 months. Panoramic limited to once every 60 months or in connection with removal of impacted wisdom teeth

- Periapical – no more than 4 X-Rays in any 12 months in a row.
- Occlusal Film – no more than 2 films in any 12 months in a row.
- Extraoral – no more than 2 films in any 12 months in a row
- Sialography

## **FILLINGS,**

### **Amalgam and Composite Restorations**

- Replacement of existing filling is deemed to be a covered dental service only if at least 24 months have passed since existing filling was placed, unless required by new decay in an additional tooth surface.
- The service is deemed to include local anesthesia.
- Benefits for composite restorations are based on the allowable charge of amalgam restorations on posterior teeth.
- Multiple restorations on one surface are deemed to be a single restoration.
- Mesial-lingual, distal-lingual, mesial-facial, and distal-facial resin restorations on anterior teeth are deemed to be single surface restorations.

### **Other Restorative Services**

- Pin Retention – limited to 1 time per restoration. Deemed to be a covered dental service only in conjunction with amalgam or resin restoration.

## **ORAL SURGERY,**

**Minor Oral Surgery**, each service is deemed to include local anesthesia and routine postoperative care.

- Simple Extractions (Does not include Surgical Extractions);
- Surgical Incision and Drainage of Abscess
- Root Removal – Exposed Roots

## **DENTAL BENEFITS**

## **OTHER TYPE II SERVICES**

### **Bacteriologic Studies For Determination of Pathologic Agents**

be **Palliative (Emergency) Treatment of Dental Pain** – Minor Procedure Deemed to be a separate covered dental service only if no other service is rendered during the visit, except x-rays.

### **Therapeutic Drug Injection**

### **Histopathologic Examinations**

## **Major Services**

*Major Services* are:

### **COMPLEX ORAL SURGERY**

- Surgical Extractions

### **OTHER COMPLEX ORAL SURGERY PROCEDURES**

- Oroantral Fistula Closure
- Tooth Reimplantation and/or Stabilization of Accidentally Evulsed or Displaced Tooth and/or Alveolus
- Tooth Transplantation
- Surgical Exposure of Impacted or Unerupted Tooth to Aid Eruption
- Biopsy of Oral Tissue
- Transseptal Fiberotomy
- Alveoplasty
- Vestibuloplasty
- Removal of Exostosis
- Removal of Foreign Body, Skin, or Subcutaneous Areolar Tissue
- Removal of Reaction-Producing Foreign Bodies Musculoskeletal System
- Maxillary Sinusotomy for Removal of Tooth Fragment or Foreign Body
- Frenulectomy (Frenectomy or Frenotomy) Separate Procedure
- Excision of Hyperplastic Tissue – Per Arch
- Excision of Pericoronal Gingiva
- Sialolithotomy
- Excision of Salivary Gland
- Sialodochoplasty
- Closure of Salivary Fistula

## **DENTAL BENEFITS**

**ADJUNCTIVE GENERAL SERVICES**, each service is deemed a separate covered dental service only when medically required for a complex oral surgery which is itself a covered dental service.

- Anesthesia
- Intravenous Sedation

**ENDODONTICS**, for applicable procedures, the service is deemed to include all pre-operative, operative, and post-operative X-Rays, local anesthesia, and routine follow-up care.

- Pulpotomy – only for Deciduous Teeth
- Endodontic therapy
- Endodontic retreatment – service is deemed a covered dental service if at least 24 months have passed since the initial treatment.
- Apexification – Recalcification procedures
- Apicoectomy surgery
- Periradicular services
  - Retrograde Filling
  - Root Amputation

#### **OTHER ENDODONTIC PROCEDURES**

- Hemisection (including any Root Removal), Not Including Endodontic Therapy – covered dental services do not include fixed partial dentures replacing the extracted part of a hemisected tooth.

#### **MINOR PERIODONTICS**

##### **Adjunctive periodontal service**

- Provisional Splinting – Covered dental services do not including inlays, onlays, crowns, or other cast or prepared restorations made for the purpose of splinting.
- Scaling and Root Planing – no more than 1 time per area of the mouth in any 24 months in a row. The benefit for three or more quadrants of scaling and root planning, performed during the same appointment, will be limited to a full mouth scaling and root planning. Benefits for prophylaxis and scaling and root planning, performed during the same appointment, will be based on the allowable charge for a prophylaxis. Benefits for scaling and root planning and periodontal maintenance, performed during the same appointment, will be based on the allowable charge for periodontal maintenance.
- Occlusal adjustment – no more than 1 full mouth treatment in any 12 months in a row. Only when performed with periodontal surgery (regardless of whether the periodontal surgery itself is a covered dental service).

#### **DENTAL BENEFITS**

### **OTHER PERIODONTAL SERVICES**

- Periodontal Maintenance – no more than 1 time in any 6 months in a row. Service is deemed to include scaling and root planning, a recall evaluation, charting, polishing of teeth, and oral hygiene instruction. (Frequencies combined with prophylaxis.)

**MAJOR PERIODONTAL**, for applicable procedures, services are deemed to include local anesthesia, temporary restorations and appliances, and one-year follow-up care.

- Surgical Services – if more than one periodontal surgical service is performed per area of the mouth, only the most inclusive service performed will be considered a covered dental expense. The following surgeries are covered only if more than 36 months have passed since gingivectomy, flap surgery, mucogingival surgery, or osseous surgery was performed in that same area of the mouth.
  - Gingivectomy or Gingivoplasty
  - Gingival Flap Procedure
  - Mucogingival Surgery
  - Osseous Surgery
- Clinical Crown Lengthening
- Guided Tissue Regeneration
- Soft Tissue Graft
- Subepithelial Connective Tissue Graft
- Distal or Proximal Wedge
- Occlusal Guard – no more than 1 in any 24 months in a row.

**MAJOR RESTORATIONS**, initial (New) or Replacement. For applicable procedures, the service is deemed to include local anesthesia, temporary restorations and appliances, and one-year follow-up care.

- Inlay/Onlay Restorations – benefits are based on the allowable charge of a metallic inlay or onlay.
- Crowns – benefits are based on the allowable charge for predominantly base metal. For children under age 16 years, covered dental services for crowns on vital teeth are limited to prefabricated stainless steel or prefabricated resin crowns.
- Labial Veneers (Only for Anterior Teeth)
- Other Restorative Services – only under unusual circumstances when required, as determined by us, for retention and preservation of the tooth. Service is deemed to include pins.
  - Core Build-up, Including Any Pins
  - Cast Post and Core
  - Prefabricated Post and Core

### **DENTAL BENEFITS**

**COMPLETE DENTURES AND PARTIAL DENTURES**, service is to include all

replacement teeth and all clasps and rests.

#### **FIXED PARTIAL DENTURES PONTICS**

- Fixed Partial Denture Retainers – Inlays/Onlays, And Crowns – Benefits based on the allowable charge for predominantly base metal.
- Two or more contiguous spans of fixed partial denture work, regardless of the number of pontics and abutments involve, are deemed to be a single fixed partial denture with benefits payable based on a single date completed. Benefits for such a fixed partial denture will not be applied to more than one policy year.

#### **TISSUE CONDITIONING**

- No more than 1 time in any 36 months in a row
- Only if at least 12 months have passed since the insertion of a full or partial denture.

**MAJOR RESTORATIONS – MAINTENANCE**, for applicable procedures, the service is deemed to include local anesthesia, temporary restorations and appliances, and one year

follow-up care. Covered only if more than 6 months have passed since the initial insertion.

- Recement Inlays
- Recement Crown
- Recement Fixed Partial Denture
- Crown Repair

**REPAIRS TO COMPLETE DENTURES, PARTIAL DENTURES, OR FIXED PARTIAL DENTURES**, only if more than 6 months have passed since the initial insertion.

**ADJUSTMENT TO DENTURES**, no more than 1 time in any 12 months in a row. Only if more than 12 months have passed since the initial insertion.

**DENTURE RELINE PROCEDURES**, no more than 1 time in any 36 months in a row. Only if more than 12 months have passed since the initial insertion.

**DIAGNOSTIC CASTS**, no more than 1 time in any 36 months in a row. Only if required for extensive bilateral prosthetic dentistry other than dentures. Not a covered dental service if for orthodontic evaluation.

Note: If more than one complex surgical procedure is performed per area of the mouth, only the most inclusive surgical procedure performed will be considered a covered dental expense.

### **DENTAL BENEFITS**

## **Orthodontic Services**

*Orthodontic services* are treatments and appliances used by a dentist to correct a severe deviation from the normal range of positioning of the teeth.

In order to be covered under the plan, the appliances must be inserted:

- while the child is covered under the plan; and
- before the child's 19<sup>th</sup> birthday.
- If child is a late entrant, child must be covered under plan for 24 consecutive months.

## **Charges Not Covered**

The following charges are not covered under the dental benefits portion of the plan:

- charges not listed in the “Covered Dental Charges” section of this summary plan description.
- charges covered under the medical benefits portion of the plan.
- charges incurred: (1) before the participant's effective date of coverage under the plan; or (2) after the date the participant's coverage under the plan ended.
- charges for which claims were filed more than 180 days after the date they were incurred.
- charges processed by JSL Administrators after the maximum calendar year benefit of \$1,000 has been exhausted.
- charges for Orthodontic Services processed by JSL Administrators after the lifetime maximum benefit of \$1,500 for Orthodontic Services has been exhausted.
- charges in excess of allowable covered charges.
- charges for services or supplies not ordered or performed by a dentist or treatment which does not meet accepted standards of dental practice.
- charges for Orthodontic Services incurred by a participant other than a covered child: (1) under age 19; or (2) who has been covered under the plan for less than 24 months.
- charges for oral examinations in excess of one exam in any six months in a row per participant.

## **DENTAL BENEFITS**

## **Charges Not Covered, Continued**

- charges for dental prophylaxis in excess of one in any six months in a row per participant.
- charges for oral hygiene, plaque control or diet instruction.
- charges for precision attachments.
- charges for bitewing X-rays in excess of one series per participant in any twelve-month period.
- charges for full-mouth X-rays, including panoramic surveys, in excess of one series in any 60 months per participant.
- charges for space maintainers: (1) incurred by participants over age 16; or (2) incurred for other than the initial appliance.
- charges for application of fluoride: (1) incurred by participants over age 14; or (2) in excess of one application in any twelve-month period.
- charges for inlays, onlays, crowns, cast restorations, veneers or other laboratory prepared restorations:
  - on teeth which may be restored with a direct placement filling material;
  - in the absence of extensive decay or fracture;
  - for loss of tooth structure due to attrition or abrasion; or
  - for children under age 16 years, except for prefabricated stainless steel or prefabricated resin crowns on deciduous or primary teeth
- charges for the initial placement of a complete or partial denture unless:
  - it includes the replacement of a functioning natural tooth extracted while you or your covered dependents are insured under the policy; and
  - that tooth cannot be added to an existing partial denture. We will not pay benefits for the initial placement of a complete or partial denture which replaces only those natural teeth missing on the date your or your covered dependents' insurance begins.

## **DENTAL BENEFITS**

## **Charges Not Covered, Continued**

- charges for the initial placement of a fixed partial denture unless:
  - it includes the replacement of a functioning natural tooth extracted while insured under the policy;
  - that tooth was not an abutment to an existing fixed partial denture that is less than 7 years old (5 years old if a cast metal, resin bonded fixed retainer). Benefits for such initial placement are limited to benefits for the replacement of those functioning natural teeth which were extracted while you or your covered dependent are insured under the policy and were not abutments to an existing fixed partial denture less than 7 years old (5 years old if a cast metal, resin bonded fixed retainer). We will not pay benefits to replace natural teeth missing on the date that you or your covered dependents insurance begins.
  
- Charges for the replacement of inlays, onlays, crowns, core build-ups, cast restorations, or other laboratory prepared restorations unless: (1) at least 7 years have passed since the last placement (5 years for labial veneers, 3 years for prefabricated stainless steel or prefabricated resin crowns); and (2) they are not serviceable and cannot be restored to function.
  
- Charges for the replacement of a complete or partial denture, or the addition of teeth to a partial denture, unless:
  - the replacement occurs at least 5 years after the initial date of insertion of the existing denture, provided the existing denture is not serviceable and cannot be restored to function; or
  - the addition of a tooth to a partial denture is required due to the extraction of a functioning natural tooth while you or your covered dependents are insured under the policy; or
  - the replacement is made, necessary by an accidental non-chewing injury to a sound natural tooth, provided the replacement is completed within 12 months of the injury.
  
- Charges for the replacement of a fixed partial denture unless:
  - the replacement occurs at least 7 years (5 years for a cast metal, resin bonded fixed retainer) after the initial date of insertion of the existing fixed partial denture, provided the existing fixed partial denture is not serviceable and cannot be restored to function; or
  - replacement is required to the extraction of a functioning natural tooth while you or your covered dependents are insured under the policy, provided that the extracted tooth was not serving as an abutment to the existing fixed partial; or
  - replacement is made, necessary by an accidental non-chewing injury to a sound natural tooth, is completed within 12 months of the injury.

## **DENTAL BENEFITS**

## **Charges Not Covered, Continued**

- Charges for the replacement of an existing partial denture with fixed partial denture work unless upgrading to fixed partial denture work is essential, as determined by us, to the correction of you or your covered dependents dental condition.
- Charges for appliances, inlays, onlays, crowns, or other cast or laboratory prepared restorations used primarily for the purpose of splinting.
- Charges for facings on crowns or fixed partial dentures on molar teeth (which are always considered cosmetic under the policy).
- Charges for any treatment, the sole or primary purpose of which relates to: (1) the change or maintenance of vertical dimension; (2) the alteration or restoration of occlusion except for occlusal adjustment in conjunction with periodontal surgery (regardless of whether the periodontal surgery itself is a covered dental service); (3) bite registration; or (4) bite analysis.
- Charges for any treatment required directly or indirectly to diagnose or treat a muscular, neural, or skeletal disorder, dysfunction, or disease of the temporomandibular joint or its associated structures.
- Charges for athletic mouthguards.
- Charges for myofunctional therapy.
- Charges for infection control.
- Separate charges for acid etch.
- Charges for the treatment of jaw fractures.
- Charges for orthognathic surgery.
- Charges for personal supplies; broken appointments; completion of claim forms; exams required by a third party; travel time; transportation costs; or professional advice given on the phone.

## **DENTAL BENEFITS**

## **Charges Not Covered, Continued**

- Charges for treatment that is primarily for cosmetic purposes, except for treatment primarily for cosmetic purposes which is related to congenital defects or anomalies of a covered dependent child insured under the policy at the time of birth. Upon placement in your home, adopted or foster children who are covered dependents will become eligible for coverage of congenital defects or anomalies on the same basis as newborn children
- Charges for treatment performed outside of the United States of America, other than emergency dental treatment. However, for such emergency dental treatment, the benefits payable shall not exceed the allowable charge for the treatment at your employer's principal address in the USA.
- Charges for treatment rendered by a dental clinic or similar clinic that is operated by your or your spouse's employer, labor union, or similar group.
- Charges for treatment of a provider who is a member of your or your spouse's immediate family.
- Charges for implants, insertion of implants or related appliances, or surgical removal of implants.
- charges for replacing lost or stolen appliances and charges for making a spare appliance or device.
- charges for experimental/investigative services and supplies.
- charges incurred due to an injury or sickness resulting from employment.
- charges covered under a federal, state, or local law or health care program, including Medicare.
- charges a participant would not have to pay in the absence of dental coverage.
- charges for treatment of any sickness or injury resulting from: (1) any act of war (declared or undeclared); or (2) voluntary participation in civil disobedience.

## **GENERAL INFORMATION**

## **Subrogation**

- If this plan pays benefits related to an injury or sickness for which you or any of your covered dependents also receive a payment or settlement from a third party, you must reimburse us.
- Our reimbursement will not exceed the amount of the settlement or payment received from the third party.
- You must not do anything to prevent the plan from being reimbursed.
- If we request you to do so, you must complete any documents or forms we need in order to obtain reimbursement.

## **Medicaid**

- *If you or any of your covered dependents qualifies for coverage under Medicaid*, your benefits under this plan will be paid before any Medicaid benefits are paid.
- Eligibility and benefits under this plan are not affected by Medicaid eligibility.
- Benefit payments for a plan participant who is also covered by Medicaid are subject to the state's rights to subrogation and reimbursement, if Medicaid benefits have been paid for the covered expenses.

## **When Coverage Ends**

Your coverage under the plan ends on the earliest of the following dates:

- You are no longer in an eligible class;
- the date your working hours are reduced below the minimum number of hours you must work in order to be eligible for coverage;
- the date that ends the last period for which you pay your part of the cost of coverage; or
- the date the plan ends.

## **GENERAL INFORMATION**

Coverage for a dependent ends on the earliest of the following dates:

- the date your coverage ends;
- the date he or she is no longer an eligible dependent;
- the date the plan ends or is changed so that dependents' coverage is no longer provided.

Coverage for an eligible dependent will continue beyond the date the child is no longer a student until the earliest of:

- the end of the 3<sup>rd</sup> calendar month following the month in which the child is no longer a student;
- the child's 25<sup>th</sup> birthday, and
- the date the child becomes eligible for other group dental coverage.

When a Participant's coverage ends, he or she may choose to continue his or her coverage as described below under "Continuation of Coverage."

## GENERAL INFORMATION

### Continuation of Coverage

You can continue your coverage under the plan for yourself and your covered dependents if your coverage ends due to one of the following *qualifying events*:

- termination of employment (unless due to gross misconduct); or
- a reduction of your work hours.

Your covered dependents can continue their coverage under the plan if their coverage ends due to one of the following *qualifying events*:

- your death;
- your divorce or legal separation; or
- for a dependent child, ceasing to meet the definition of an eligible dependent.

If you or your dependents elect continuation, the continued coverage will be identical to the coverage you had under the plan. However, you or your dependents will be required to pay the full cost for the coverage, including any part we paid previously. You must pay the full amount to Triangle Orthopaedic Associates, P.A. monthly.

You and your dependents must notify us within 30 days of the qualifying event if:

- you get divorced or legally separated;
- a child becomes ineligible for coverage under the plan; or
- you are (or one of your dependents is) totally disabled at the time your employment terminates, or become disabled within the first 60 days of continuation coverage. If the Social Security Administration determines later that you are (or one of your dependents is) disabled within the first 60 days of continuation coverage, you must notify us within 60 days after the determination is made.

We will send a notice and application for continuation after we are notified. You or your dependents must return the completed application to us by the later of:

- 60 days after coverage under the plan ends; or
- 60 days after we send notice of your continuation right.

You must send us the first month's payment within 45 days after you apply.

## **GENERAL INFORMATION**

### **Continuation of Coverage, Continued**

Coverage can be continued until the earliest of the following dates:

- the date 29 months after your employment ended due to an individual being totally disabled for Social Security purposes, if your coverage ended for that reason and you or one of your dependents was totally disabled at the time your employment ended or became disabled within the first 60 days of continuation coverage. In this situation, your cost for continuing your coverage during months 19-29 may equal 150% of the full cost of the coverage.
- The date 18 months after your employment ended or your hours were reduced, if coverage ended for that reason and you were not totally disabled at that time or within the first 60 days of continuation coverage.
- The date 36 months after your death, divorce, or legal separation, or a child's loss of eligibility, if coverage ended for that reason.
- The date we stop providing dental care coverage to employees.
- The date you or your dependents fail to make the required payment for the coverage.
- The date you or your dependents become covered under another group dental plan that does not have a pre-existing conditions limitation applicable to the individual continuing coverage.
- for a spouse only, the date he or she remarries and becomes covered under another group dental plan that does not have a pre-existing conditions limitation applicable to the spouse.

For Continuation of Coverage, Contact:

Karen McClenny  
Triangle Orthopaedic Associates, P.A.  
120 William Penn Plaza  
Durham, NC 27704  
(919) 281-1811

## GENERAL INFORMATION

### Continuation of Coverage During Qualified Leave of Absence

You may continue your coverage under the plan for a maximum of 12 weeks during a qualified leave of absence. A *qualified leave of absence* is one required by the Family and Medical Leave Act of 1993 and taken:

- for the birth or placement of a child for adoption or foster care;
- to care for a spouse, child, or parent with a serious health condition; or
- as medical leave when you are unable to work because of a serious health condition.

During a qualified leave of absence, your benefits under the plan will continue as if you were actively at work. You must continue to pay any part of the cost you were paying before.

You may contact the Benefits Department for more information about the Family and Medical Leave Act, Karen McClenny, (919) 281-1811.

### How to File Dental Claims

When you receive dental care, you should show your identification card to the provider of services. Most dentists will file claims with JSL Administrators on your behalf. If your provider has questions about your coverage or about claims filing, JSL Administrators may be contacted using the toll-free numbers on your identification card.

If your provider does not file claims for you, you may do so by completing a claims form in full (according to the instructions on the form), and sending it to JSL Administrators along with an itemized bill from the provider.

Regardless of who submits claims to JSL Administrators, the following items must be included:

- the name of the participant;
- a list of the services and supplies provided, including the ADA (American Dental Association) codes;
- the charge for each service and supply; and
- the date each charge was incurred.

Claims must be filed within 180 days of the time the covered charges were incurred.

## **GENERAL INFORMATION**

### **Claims Information**

**Mail claims to:** JSL Administrators  
P.O. Box 71489  
Newnan, Georgia 30271

**Group Number:** TOA

### **JSL Administrators Customer Service Telephone Numbers:**

(770) 683-1050 (locally)  
1-888-295-4864 (toll free)

### **Triangle Orthopaedic Associates, P.A. Contact:**

Karen McClenny – Human Resources Manager  
Triangle Orthopaedic Associates, P.A.  
120 William Penn Plaza  
Durham, NC 27704  
(919) 281-1811

## **GENERAL INFORMATION**

### **Claim Appeal Procedure**

If a claim is denied, you will be notified in writing of the reason for denial. You, or another person acting on your behalf, may request a review of a denied claim. This can be done by writing, within 30 days of receipt of the denial notice, to the Plan Administrator.

The written request for review should:

- state the reasons why you feel your claim should not have been denied; and
- include any additional documentation (such as medical records) which you feel supports your claim.

You may also:

- submit additional questions or comments which you feel are appropriate; and
- review pertinent documents.

Under normal circumstances you will be notified of the final decision within 30 days of the date your request for review is received. If there are special circumstances requiring delay, you will be notified of the final decision no later than 120 days after your request for review is received.

### **Identifying Information about the Plan**

- The name of the plan is Triangle Orthopaedic Associates, P.A. The Plan Number is TOA. The plan provides dental benefits.
- The Plan Sponsor, Plan Administrator, and agent for service of legal process is:

Triangle Orthopaedic Associates, P.A.  
120 William Penn Plaza  
Durham, NC 27704  
(919) 281-1811

- The employer's federal tax identification number (EIN) is 56-1079264. The plan's fiscal year ends on December 31.
- The plan is self-administered by Triangle Orthopaedic Associates, P.A., which has appointed a third

## **GENERAL INFORMATION**

party administrator to process claims and participate in the day-to-day operation of the plan. The third party administrator is:

JSL Administrators  
PO Box 71489  
Newnan, Georgia 30271

JSL Administrators provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

- The plan is self-funded. The cost of coverage is paid by the employees, who contribute through payroll deduction. The total contributions are based on the cost of claims paid under the plan plus administrative expenses.
- The plan sponsor pays all plan benefits and expenses with funds from its general assets.

## **GENERAL INFORMATION**

### **Plan Sponsor's Right to Change or End the Plan**

The right is reserved for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the plan in whole or in part at any time.

### **Statement of ERISA Rights**

As a participant in this plan you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all plan documents. These include insurance contracts, copies of all documents filed by the plan with the Department of Labor (such as detailed annual reports), and plan descriptions.
- Obtain copies of all plan documents and other plan information by writing to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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.

- No one may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
- If your claim for a welfare benefit is denied in whole or in part, you may receive a written explanation of the reason for the denial.
- You have the right to have the Plan Administrator review and reconsider your claim.

## **GENERAL INFORMATION**

### **Statement of ERISA Rights, Continued**

Under ERISA, there are steps you can take to enforce the above rights. For instance:

- If you request materials from 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 materials and pay you up to \$100 a day until you receive the materials (unless the materials 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 a state or federal court.
- If 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, if, for example, it finds your claim to be frivolous.

If you have any questions about this statement or about your rights under ERISA, 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 DC, 20210.

## **GENERAL INFORMATION**

## Privacy Notice

Triangle Orthopaedic Associates, P.A. (“Employer”) sponsors a group dental plan known as Employee Dental Benefits for Triangle Orthopaedic Associates, P.A. (the “Plan”) for the benefit of its eligible employees and their dependents.

Certain members of the Employer’s workforce perform services in connection with administration of the Plan. In order to perform these services, it is necessary for these employees from time to time to have access to Protected Health Information (as defined below).

Under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the “Privacy Standards”), these employees are permitted to have such access only if the Plan is amended in accordance with the Privacy Standards.

1.1 General. The Plan shall not disclose Protected Health Information to any member of Employer’s workforce unless each of the conditions set out in this Notice are met. “Protected Health Information” shall have the same definition as set out in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

1.2 Permitted Uses and Disclosures. Protected Health Information disclosed to members of Employer’s workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan’s administrative functions shall include all Plan payment functions and health care operations. The terms “payment” and “health care operations” shall have the same definitions as set out in the Privacy Standards, but the term “payment” generally shall mean activities taken with respect to payment of premiums or contributions, or to determine or fulfill Plan responsibilities with respect to coverage, provision of benefits, or reimbursement for health care. “Health care operations” generally shall mean activities on behalf of the Plan that are related to quality assessment; evaluation, training or accreditation of health care providers; underwriting, premium rating and other functions related to obtaining or renewing an insurance contract, including stop loss insurance; medical review; legal services or auditing functions; or business planning, management and general administrative activities.

1.3 Authorized Employees. The Plan shall disclose Protected Health Information only to members of the Employer’s workforce who are designated on Schedule I hereto and are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. For purposes of this Notice, “members of the Employer’s workforce” shall refer to all employees and other persons under the control of the Employer.

## GENERAL INFORMATION

## Privacy Notice, Continued

- a. Updates Required. The Employer shall amend Schedule I promptly with respect to any changes in the members of its workforce who are authorized to receive Protected Health Information.
- b. Use And Disclosure Restricted. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
- c. Resolution of issues of noncompliance. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Notice and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
  - (1) Investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
  - (2) Appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
- (3) Mitigation of any harm caused by the breach, to the extent practicable; and
  - (4) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

### 1.4 Certification of Employer. The Employer must provide certification to the Plan that it agrees to:

- a. Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- b. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- c. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- d. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Notice, or required by law;
- e. Make available Protected Health Information to individual Plan members in accordance with § 164.524 of the Privacy Standards;

## GENERAL INFORMATION

## **Privacy Notice, Continued**

- f. Make available Protected Health Information for notice by individual Plan members and incorporate any notices to Protected Health Information in accordance with § 164.526 of the Privacy Standards;
- g. Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with § 164.528 of the Privacy Standards;
- h. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- i. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- j. Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by § 164.504(f)(2)(iii) of the Privacy Standards and set out in Section 1.3 hereof.

**January 1, 2005**

**J. Smith Lanier & Co. Administrators All Rights Reserved**