

LAMOILLE NORTH SUPERVISORY UNION

THE LNSU SELF-INSURED DENTAL PLAN SUMMARY PLAN DESCRIPTION

Effective: July 1, 2007

Administered by:



LAMOILLE NORTH SUPERVISORY UNION THE LNSU SELF-INSURED DENTAL PLAN

INTRODUCTION

This is a summary of the Lamoille North Supervisory Union (LNSU) Self-Insured Dental Plan (the "Plan").

This booklet is provided to help you understand how the Plan works. It highlights what types of expenses are covered under the Plan, definitions you need to know, how to file claims and what your legal rights are under the Plan.

Lamoille North Supervisory Union is sponsoring this plan which provides dental benefits for all covered employees and their dependent(s).

Each covered employee is entitled to the benefits outlined in this Plan Document. To obtain benefits from the Plan, the covered person must ultimately submit a diagnostic bill from the provider to the Contract Administrator, Comprehensive Benefits Administrator, Inc. (CBA), for processing. This claim submission is required for reimbursement to the employee or direct payment to the service provider by the LNSU Self-Insured Dental Plan.

In any event where a question may arise as to a claim for benefits or denial of a claim for benefits, the Employer, the Contract Administrator (the third party administrator) and any other persons that may be associated with the Plan's operation will be guided solely by this Plan document, which is also the Summary Plan Description.

A clerical error will neither invalidate the employee's coverage if otherwise validly in force nor continue coverage otherwise validly terminated.

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GENERAL INFORMATION

Plan Name: The LNSU Self-Insured Dental Plan

Plan Sponsor/Plan Administrator: Lamoille North Supervisory Union
95 Cricket Hill Road
Hyde Park, VT 05655-9106
(802) 888-3142

Affiliated Organizations: Lamoille Union School District
Cambridge Elementary School
Waterville Elementary School
Hyde Park Elementary School
Johnson Elementary School
Eden Central School
Lamoille North Supervisory Union Central Office

Group Number: 437

Plan Covered: Dental

Federal Identification Number: 03-0218296

Plan Effective Date: July 1, 2007

Plan Anniversary Date: July 1st

Plan Year Ends: June 30th

Contract Administrator and Pre-Determination Administrator:
Comprehensive Benefits Administrator, Inc. (CBA)
P.O. Box 2365
South Burlington, VT 05407-2365
(802) 864-8321 or (800) 525-8788

Agent for Legal Process: Lamoille North Supervisory Union

Contributions: The Plan is contributory.

Eligibility Requirements: All active employees regularly performing at least seventeen and one-half (17.5) hours of service per week.

Dependent Children's Coverage: Unmarried dependent children under age nineteen (19) or full-time students enrolled at an accredited school or college, including regular vacations, to twenty-five (25) years of age.

Eligibility Date: First day of the calendar month following the date of hire.

Termination Date: See "Termination of Benefits" section for details.

**LAMOILLE NORTH SUPERVISORY UNION
SCHEDULE OF DENTAL BENEFITS**

Class 1 - Diagnostic/Preventive Care	100%
Class 2 - Basic Care	90%
Class 3 - Major Care	50%
Individual Plan Year Deductible:	None
Individual Plan Year Maximum: (applies to classes 1,2,&3)	\$1,500

NOTES:

1. Please see the "Covered Dental Expenses" section for further details.
2. All Plan benefits are subject to reasonable and customary allowances.

GENERAL PROVISIONS

PLAN ENROLLMENT

Employee Coverage

Eligibility: Only employees who satisfy the eligibility requirements set forth in the "General Information" section contained herein are eligible for coverage under this Plan.

Plan Enrollment: An employee must enroll for coverage within thirty-one (31) days of their eligibility date. The employee will be enrolled when a Benefit Enrollment Form is completed, signed, and delivered to the employer within the time limit. Should the enrollment occur more than thirty-one (31) days following the eligibility date, the employee will be considered a late entrant. The effective date of coverage will be the date the Benefit Enrollment Form is submitted to the Plan Administrator.

Notwithstanding anything contained in this section, all eligible employees who were covered by the prior plan provided by Lamoille North Supervisory Union for its employees, as of June 30, 2007, will be provided continuity of coverage under this Plan.

Deferred Effective Date: Should an employee be absent from active service, because of illness or accidental injury on the date upon which he would otherwise have become eligible for employee coverage, the effective date of coverage will be deferred until the date on which such employee returns to active full-time service. This provision will not apply to any employee of Lamoille North Supervisory Union who was hired prior to July 1, 2007.

Disability Leave: Coverage under the Plan will be continued by the employer following the date of the disability leave of the employee for a period of one (1) year, or until employment is terminated by the employer or the employee.

General Leave of Absence: Coverage under the Plan will be continued by the employer following the date of an approved leave of absence for a period of one (1) year, or until employment is terminated by the employer or the employee.

Dependent Coverage

Eligibility: The dependent(s) of a covered employee will become eligible for coverage on the date of the employee's eligibility for coverage and/or on the date which the employee acquires the dependent.

If an employee and spouse are both eligible for coverage as employees under the Plan, only one (1) will be eligible to enroll dependents. Also, an employee cannot be covered as an employee and a dependent.

Plan Enrollment: To obtain dependent coverage, an employee must enroll their dependents within thirty-one (31) days of the dependent's eligibility date. An employee's dependent will be enrolled in the Plan when the employee has completed and signed a Benefit Enrollment Form or Notice of Change Form and has delivered such forms to the employer. Should the enrollment occur more than thirty-one (31) days following the eligibility date, the dependent will be considered a late entrant. The effective date of coverage will be the date the Benefit Enrollment Form is submitted to the Plan Administrator.

GENERAL PROVISIONS

Notwithstanding anything contained in this section, all eligible dependent(s) who were covered by the prior plan provided by Lamoille North Supervisory Union for its employees and their dependents, as of June 30, 2007 will be provided continuity of coverage under this Plan.

If an employee is required to provide benefits for their dependent(s) under the direction of a court order, the employee may enroll their dependent(s) in the Plan, provided enrollment occurs within thirty (30) days of the receipt of the court order. The effective date of coverage will be the date of the court order.

Deferred Effective Date: Should a dependent be totally disabled by illness or accidental injury on the date which coverage would have otherwise become effective, the effective date of coverage for that dependent will be deferred until the dependent is no longer totally disabled. This provision does not apply to newborn children or to the dependents of employees hired prior to July 1, 2007.

COORDINATION OF BENEFITS (COB)

Should a covered person be enrolled in this Plan while enrolled in any other plan providing similar benefits, Coordination of Benefits (COB) rules control whether benefits are payable under this Plan before those of the other plans. The benefits payable under this Plan will not be reduced where the COB rules provide that this Plan pays first. The benefits payable under this Plan may, however, be reduced where the COB rules provide that another plan pays first. In any case, the total of all benefits payable under all plans will not exceed 100% of the allowable expenses, and no plan will pay more than it would otherwise pay in the absence of the COB rules.

If a plan does not have its own COB rules, it will be primary to this Plan (that is, it will pay benefits before this Plan does).

Even if a plan does have its own COB rules, the first of this Plan's following COB rules to apply will determine which of the plans is primary:

1. Non-Dependent/Dependent - Any plan under which the covered person is covered as an employee, member or subscriber (that is, other than as a dependent) will pay first. Any plan under which the covered person is covered as a dependent of the employee will pay second.
2. Dependent Child/Parents Not Separated or Divorced - If a dependent child is covered under the plans of both the child's parents, and the parents are not separated or divorced (regardless of whether they were ever married), the plan of the parent whose birth date occurs earlier in the calendar year will pay first, and the plan of the parent whose birth date occurs later in the calendar year will pay second. If the birth dates of the parents are the same, the plan which has covered a parent for the longest period of time will pay benefits before the plan of the other parent.
3. Dependent Child/Separated or Divorced Parents - Where a dependent child is covered under the plans of both parents, the parents are separated or divorced from one another, and there is otherwise no court decree setting forth the responsibility for the child's health care costs:
 - a) the plan under which the child is covered as a dependent of the custodial parent will pay first;
 - b) the plan under which the child is covered as a dependent of the custodial parent's spouse will pay second; and
 - c) the plan under which the child is covered as a dependent of the non-custodial parent will pay third.
4. Active/Inactive Employee - Any plan under which the covered person is covered as an active employee (or as that employee's dependent) will pay first. Any plan under which the covered person is covered as a laid off or retired employee (or as that employee's dependent) will pay second. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
5. Continuation Coverage - Any plan under which the covered person is covered as an employee (or as that employee's dependent) will pay first. Any plan under which the covered person is covered under a right of continuation as provided under federal or state law (for example, under the Consolidated Omnibus Budget Reconciliation Act of 1985), will pay second. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

COORDINATION OF BENEFITS (COB)

If none of the above rules determine the order of benefits, the plan which has covered the eligible person for the longest period of time will pay first; the plan which has covered the eligible person for the shortest period of time will pay last.

Right to Receive and Release Needed Information: The Plan may release or receive any information needed to enforce this provision. Any person claiming benefits under this Plan must furnish the Plan with any information requested by the Plan to enforce the COB provisions in accordance with the HIPAA Privacy Requirements.

Right to Make Payments: Should another plan provide benefits which should have been paid by this Plan, the Plan has the right to make payment to the other plan directly. That payment will satisfy the obligation of this Plan.

Right to Recovery: The Plan has the right to recover from the covered person any overpayment made if the Plan was not made aware of the other available benefits.

Coordination with Other Liability: This Plan will pay benefits secondary to the covered person's personal automobile insurance (including, but not limited to, no-fault insurance and uninsured motorist coverage) or other liability insurance policies through which medical payments may be made for expenses resulting from or in connection with an accidental injury.

TERMINATION OF BENEFITS

An employee's and/or a dependent's coverage under the Plan will terminate:

1. on the date the Plan terminates; or
2. on the last day of the month in which an employee withdraws from the Plan; or
3. on the last day of the month in which an employee is terminated, unless continuation coverage, as provided herein, is elected; or
4. on the last day of the month in which a dependent withdraws from the Plan or a dependent ceases to meet the definition of a dependent as defined herein or dependent coverage is discontinued under the Plan for any reason, unless continuation of coverage, as provided herein, is elected; or
5. on the date when an employee or dependent enters the military, naval, or air force of any country or international organization on a full-time, active-duty basis other than scheduled drills or other training not exceeding one (1) month in any calendar year (see Military Leave section below); or
6. on the last date of the period for which contribution has been made if the employee fails to make any required contribution.

MILITARY LEAVE

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") provides special continuation coverage to covered employees who otherwise lose health insurance coverage under the Plan because they leave employment to serve in the uniformed services. Under USERRA, affected covered employees and their dependents must be offered the right to continue coverage for up to twenty-four (24) months. The employer may charge 102% of the applicable premium, provided the length of the military leave is longer than thirty (30) days. However, on the date that the employee completes his active duty and returns to full-time employment, the employee and his eligible dependents will be re-enrolled in the Plan and coverage will be provided immediately. However, any limitations on the employee's or dependent's coverage which were in affect before the active military duty leave will continue to apply.

EXTENSION OF BENEFITS (COBRA)

Qualified beneficiaries may elect to continue coverage under the Plan when their coverage terminates due to a "qualifying event." Depending on the type of qualifying event, "qualified beneficiaries" can include the employee covered under the Plan and the employee's covered dependents. These rights are protected under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986.

A child who is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of the Plan and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the Plan Administrator of the birth or adoption.

Continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries under the Plan who are not receiving continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan.

The employee has the right to choose COBRA continuation of coverage under the Plan if coverage terminates for any of the following qualifying events:

1. The employee's termination of employment for reasons other than gross misconduct.
2. The employee's retirement or reduction in hours of employment.

The employee's spouse has the right to choose COBRA continuation of coverage under the Plan if coverage terminates for any of the following qualifying events:

1. The employee's termination of employment for reasons other than gross misconduct.
2. The employee's retirement or reduction in hours of employment.
3. The employee's death.
4. The employee's divorce, legal separation, or termination of a civil union.
5. The employee becomes enrolled in Medicare benefits (Part A, Part B or both).

The employee's dependent children have the right to choose COBRA continuation of coverage under the Plan if coverage terminates for any of the following qualifying events:

1. The employee's termination of employment for reasons other than gross misconduct.
2. The employee's retirement or reduction in hours of employment.
3. The employee's death.
4. The employee's divorce, legal separation, or termination of a civil union.
5. The employee becomes enrolled in Medicare benefits (Part A, Part B or both).
6. The employee's dependent child ceases to be an eligible dependent as such term is defined in the Plan.

EXTENSION OF BENEFITS (COBRA)

Similar rights may apply to certain retirees, spouses, and dependent children if the employer commences a bankruptcy proceeding and these individuals lose coverage.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Contract Administrator of the qualifying event within thirty (30) days of any of these events on the form provided by the Contract Administrator to the employer.

For the other qualifying events (divorce or legal separation of the employee and spouse, termination of a civil union, or a dependent child's losing eligibility for coverage as a dependent child), the qualified beneficiary must notify the Plan Administrator. The Plan Administrator must be notified in writing within sixty (60) days after the qualifying event occurs.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. The Plan Administrator must notify the qualified beneficiary in writing of their right to COBRA continuation of coverage within fourteen (14) days from the date the Plan Administrator is notified of a qualifying event.

The qualified beneficiary has sixty (60) days from the date of the written notice or qualifying event, whichever is later, to notify the Plan Administrator of their decision to elect COBRA continuation of coverage. To receive COBRA continuation of coverage, no evidence of insurability will be required, but a monthly premium will be charged. If continuation of coverage is not elected on a timely basis, group health insurance coverage will end.

If Medicare entitlement occurs prior to a qualifying event, then COBRA begins on the date of Medicare entitlement.

For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the day following the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's divorce or legal separation, dissolution of a civil union, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to thirty-six (36) months.

If a qualifying event that is a termination of employment or reduction of hours occurs within eighteen (18) months after the covered employee becomes entitled to Medicare, then the maximum coverage period for the spouse and dependent children who are qualified beneficiaries receiving COBRA coverage will end thirty-six (36) months from the date the employee became entitled to Medicare (but the covered employees' maximum coverage period will be eighteen (18) months). This extension is available only if the covered employee becomes entitled to Medicare within eighteen (18) months before the termination of employment or reduction of hours occurs.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to eighteen (18) months. There are two ways in which this eighteen (18) month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If a qualified beneficiary is determined by the Social Security Administration to be disabled at any time during the first sixty (60) days of COBRA continuation coverage and the Plan Administrator is notified in a timely fashion, the employee and his covered dependents can receive up to an additional eleven (11) months of COBRA continuation coverage, for a total maximum of twenty-nine (29) months. The qualified beneficiary must make sure that the Plan Administrator is notified in writing of the Social Security Administration's determination within sixty (60) days of the date of the determination and before the end of the eighteen (18) month period of COBRA continuation coverage. If a qualified beneficiary is determined by the Social Security Administration to no longer be disabled, then the beneficiary must notify the Plan within thirty (30) days of determination by the Social Security Administration.

Second qualifying event extension of 18-month period of continuation coverage

If the employee's family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children can get additional months of COBRA continuation coverage, up to a maximum of thirty-six (36) months. This extension is available to the spouse and dependent children if the former employee dies, gets divorced or legally separated. This extension may be available to a spouse or dependents if the former employee enrolls in Medicare. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. **In all of these cases, the qualified beneficiary must make sure that the Plan Administrator is notified in writing of the second qualifying event within sixty (60) days of the second qualifying event.**

In no event will COBRA coverage continue beyond thirty-six (36) months from the date of the original qualifying event.

Monthly Premium

1. The monthly premium will be 102% or, if applicable, 150% of the applicable premium (which for self-funded plans, is based on reasonable actuarial estimates or on past costs). All premium payments are due in advance and include the cost of the next month of COBRA continuation of coverage.
2. The initial premium payment is due within forty-five (45) days of electing COBRA continuation of coverage. The payment must cover all premiums due from the date of the qualifying event.
3. The maximum grace period for payment of monthly COBRA coverage premiums will not exceed thirty (30) days from the due date established by the Plan Administrator or their authorized agent.

Termination of COBRA continuation coverage

COBRA continuation of coverage may be terminated prior to the expiration of the applicable time period as follows:

1. The Plan Administrator no longer provides group health and/or dental coverage to any of its employees.

EXTENSION OF BENEFITS (COBRA)

2. The applicable monthly premium for COBRA coverage is not paid within thirty (30) days of the established due date.
3. The person who has elected COBRA coverage becomes enrolled in Medicare benefits (Part A, Part B or both). COBRA coverage will terminate on the first day of the person's birthday month. Should the person's birthday be on the first day of the month, then COBRA coverage will terminate on the first day of the month prior to the person's birthday.
4. The qualified beneficiary who has elected COBRA coverage becomes covered under another group health and/or dental plan which does not contain any exclusion or limitation with respect to any preexisting condition of such covered person.

(NOTE: Should COBRA continuation provide coverage for such "preexisting" conditions, COBRA continuation of coverage will be primary for the applicable preexisting conditions only and will provide secondary coverage to all other covered expenses.)

5. The unique disability continuation period will end as of the first day of month that begins more than thirty (30) days after the date of final determination under the Social Security Act that the qualified beneficiary is no longer disabled.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) restricts the extent to which group health plans may impose pre-existing condition limitations. HIPAA coordinates COBRA's other coverage cut-off rule with these new limits as follows.

If the covered employee becomes covered by another group health plan and that plan contains a pre-existing condition limitation that affects the covered employee, the covered employee's COBRA coverage cannot be terminated. However, if the other plan's pre-existing condition rule does not apply to the covered employee by reason of HIPAA's restrictions on pre-existing condition clauses, the Plan may terminate the covered employee's COBRA coverage.

The covered employee does not have to show that he or she is insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to the covered employee's eligibility for coverage; the Plan Administrator reserves the right to terminate the covered employee's coverage retroactively if he or she is determined to be ineligible.

Trade Act of 2002

Pursuant to the Trade Act of 2002, special COBRA rights apply to employees who have been terminated or experienced a reduction of hours and who qualify for a trade readjustment allowance or alternative trade adjustment assistance under another federal law called the Trade Act of 1974. These employees are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage), but only within a limited period of sixty (60) days (or less) and only during the (6) six months immediately after their group health plan coverage ended. In addition, the Trade Act of 2002 created a new tax credit for certain individuals who become eligible for trade adjustment assistance (eligible individuals). Under the new tax provisions eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact/2002act_index.asp.

If you qualify or may qualify for assistance under the Trade Act of 2002, contact the Plan Administrator for additional information. You must contact the Plan Administrator promptly after qualifying for assistance under the Trade Act of 2002 or you will lose your special COBRA rights.

Keep Plan Informed of Address Changes

In order to protect the participant's family's rights, the participant should keep the Plan Administrator informed of any changes in the addresses of family members. The participant should also keep a copy, for his or her records, of any notices sent to the Plan Administrator.

PLAN DETAILS

Pre-Determination of Dental Benefits

Pre-determination of benefits means a review by the Contract Administrator of a dentist's description of planned treatment and expected charges including those for diagnostic x-rays.

It is recommended that a treatment plan be submitted to the Contract Administrator before a course of treatment begins which can reasonably be expected to involve extensive dental work. Pre-determination of benefits does not guarantee payment. Pre-determination is an estimate of benefits based on the covered person's current benefits. Any changes to the plan may alter the final payment, because payment is based on information on file at the time treatment is provided (the date of service).

All pre-determinations should be mailed to:

Comprehensive Benefits Administrator, Inc. (CBA)
P.O. Box 2365
South Burlington, VT 05407-2365
(802) 864-8321 or (800) 525-8788

Date of Incurred Liability

Date of Incurred Liability refers to the date a service is subject to the applicable deductible, coinsurance percentage, maximum benefit, and limitations. The total cost of the service is applied to the plan year during which the service is incurred, irrespective of the plan year in which the service is completed.

The Date of Incurred Liability for multiple visit procedures is as follows:

1. Restorative Crowns – total cost for crowns and onlays will be incurred on the date that the tooth is prepared.
2. Fixed Partial Dentures (abutment crowns and pontics) – total cost for fixed partial dentures will be incurred on the date that the teeth are prepared to receive said appliance.
3. Removable Complete and Partial Dentures – total cost for removable complete and partial dentures will be incurred on the date that the final impressions are taken for said appliance.

COVERED DENTAL EXPENSES

Covered dental expense means the reasonable and customary charge made by a dentist for the performance of a dental service covered by the dental portion of the Plan, provided such a service is performed by or under the direction of a licensed dentist for necessary care of the teeth.

The total amount payable for covered dental expenses incurred by the employee and each covered dependent(s) in any one (1) plan year for dental services will in no event exceed the maximums shown in the Schedule of Benefits.

Class 1: Diagnostic and Preventive Care

Oral Examinations (includes initial and periodic) – once every 6 months

Cleanings (prophylaxis) (child prophylaxis through age 12, adult prophylaxis thereafter) – once every 6 months - (this can include a routine prophylaxis, full mouth debridement, or periodontal maintenance – a periodontal maintenance will count toward the limitation but will be payable as a Class 2 service)

Fluoride Treatments – 1 treatment per plan year; only for dependent children under age 19

Sealants - 1 treatment per tooth per lifetime; only for dependent children under age 14

Space Maintainers – only for dependent children under age 15; only when space is being maintained for an erupting permanent tooth

X-rays and Diagnostics:

Full Mouth and Panoramic - once every 3 plan years

Bitewings - once per plan year

Individual Teeth - as needed

Class 2: Basic Care

Emergency treatment

Fillings

Extractions

Oral surgery

General and local anesthesia, Analgesia

Endodontics

Periodontics

Repair of prosthetic appliances

Class 3: Major Care

Crowns

Dentures

Bridges

Implants

GENERAL DENTAL EXCLUSIONS AND LIMITATIONS

Following is a list of services/supplies that will not be paid by the Plan:

1. Expenses incurred in connection with any accidental bodily injury or illness arising out of or in the course of any employment, regardless of whether the employment is for profit or compensation. This exclusion applies to all covered individuals, including but not limited to, self employed individuals who choose not to provide themselves with insurance coverages such as, but not limited to, workers' compensation and occupational disease, regardless of whether such coverage or coverages are required by law.
2. Expenses for services for disease or injury sustained as a result of war, or participation in riot or civil disobedience or while committing or attempting to commit a criminal act or engaging in an illegal activity, suicide, or intentionally self-inflicted injuries.
3. Expenses for services for which a charge is not usually made, for a charge that would not be made if the employee had no dental coverage, or for services rendered by a person to his/her own family members.
4. Expenses for unnecessary care, treatment, surgery, or solely for cosmetic reasons, except as provided herein.
5. Expenses for confinement in a hospital.
6. Expenses which the employee or their family members are not legally required to pay.
7. Expenses in excess of what is reasonable and customary, as determined by the Plan.
8. Expenses for unnecessary care, treatment (including those not customarily performed for that particular dental condition), or dental procedures performed to characterize or personalize dentures or bridges.
9. Expenses for replacement of a lost, missing, or stolen prosthetic device or other device or appliance; or a bridge or denture which meets or can be made to meet generally accepted dental standards or for a duplicate set of dentures or appliances; or for the upgrading of a replacement appliance, crown, inlay, onlay, or fixed bridge (an upgrade may be chosen, however, the Plan will consider the cost of the necessary replacement).
10. Expenses for instruction in oral hygiene, plaque control, dietary control, or for the completion of any forms or failure to keep any scheduled appointment.
11. Expenses for any service or supply which is not furnished by a dentist, except a service performed by a dental hygienist working under the supervision of a dentist and x-rays ordered by a dentist.
12. Appliances, restorations, or procedures (except full dentures) for altering vertical dimension, restoring or maintaining occlusion, splinting, bite registration, bite analysis, replacement of tooth surface lost by abrasion or attrition, correcting congenital or developmental malformations (including replacement of congenitally missing teeth), myofunctional therapy, athletic mouthguards, correction of harmful habits, gnathological reporting, or for the diagnosis or treatment of Temporomandibular Joint Dysfunction (TMJ).

GENERAL DENTAL EXCLUSIONS AND LIMITATIONS

13. Expenses for procedures, services, or appliances (including prosthodontics) initiated or provided prior to the covered person's effective date of coverage or following the date the covered person's coverage terminates (**except** inlays, onlays and crowns which are finally inserted within thirty (30) days after termination of coverage will be covered).
14. Expenses for treatments or procedures which are experimental whether for diagnosis or treatment of any sickness or injury as determined by the American Dental Association or the appropriate dental specialty society or that do not meet common dental standards.
15. Expenses for services that are deemed to be medical services or for services and supplies received from a hospital (except for the surgical removal of bony impacted), unless otherwise provided herein. Coverage for the surgical removal of bony impacted teeth will be considered secondary to the Lamoille North Supervisory Union Group Medical Plan or any other medical plan.
16. Expenses for the replacement of any prosthetic appliance, crown, fixed bridge, inlay or onlay restoration within five (5) years following the date of its original installation or last replacement unless such replacement is necessitated by damage that cannot be repaired to meet generally accepted dental standards (provided damage is not intentional or negligent) or where the loss of additional teeth requires the construction of a new appliance.
17. Expenses for veneers or similar overlays on bridges placed on the twelve (12) molar teeth or for overlays or non-restorative bonding or appliances to treat bruxism.
18. Expenses for prescription drugs or medications, except as provided herein.
19. Expenses for over-the-counter home fluoride treatments (i.e. omni gel).
20. Expenses for tooth bleaching unless done to restore color on a tooth which previously had a root canal.
21. Expenses for services which have not been completed. (Inlays, onlays, crowns, bridges, and dentures will be considered completed on the date prepared and final impressions are taken.) When services for dental care in progress are interrupted and completed thereafter by another dentist, the Plan will review the claim to determine the payment, if any, due each dentist.
22. Expenses for all services, including evaluations and radiographs performed for orthodontic purposes.
23. Expenses for periodontal services when done for crown lengthening.
24. Expenses for pulp vitality tests.
25. Expenses for tissue conditioning.
26. Expenses for temporary services.
27. Expenses for consultations, unless performed by a dentist who is not performing further services.
28. Expenses for case presentation and treatment planning.

CLAIM FILING PROCEDURES

Written notice of the employee or their dependent's claim (proof of claim) must be given to the Contract Administrator as soon as is reasonably possible but within twenty-four (24) months after the occurrence or commencement of any loss covered by the Plan. Failure to furnish written proof of claim within the time required will invalidate the claim. It is the employee's responsibility to inform his provider(s) of this claim submission time limit.

Filing a Dental Claim:

To obtain benefits under this Plan, a diagnostic bill must be submitted that provides sufficient information, including the employee's name, claimant's name, claimant's address and Plan number to allow the Contract Administrator to properly adjudicate each claim. The Contract Administrator may require additional forms and information to assist them in this process.

Mail all dental claims to:

Comprehensive Benefits Administrator, Inc. (CBA)
P.O. Box 2365
South Burlington, VT 05407-2365
(802) 864-8321 or (800) 525-8788

[Should the employee have any questions, please feel free to call or write to the Contract Administrator.]

CLAIM REVIEW PROCEDURES**I. Failure to Follow Pre-Service Claim Procedures:**

In the case of a failure by a claimant or an authorized representative of a claimant to follow the Plan's procedures for filing a Pre-Service Claim, the claimant or representative will be notified of the failure and the proper procedures to be followed in filing a claim for benefits as soon as possible, but not later than five (5) days (twenty-four (24) hours in the case of a failure to file a Claim involving Urgent Care) following the failure. This notification will be oral unless written certification is requested by the claimant or authorized representative. This section shall only apply in the case of a failure that:

1. Is a communication by a claimant or an authorized representative of a claimant that is received by the Pre-Certification Administrator; and
2. Is a communication that names a specific claimant; a specific medical condition or symptom; and a specific treatment, service or product for which approval is requested.

II. Timing of Notice of Benefit Claim Determinations:**(a) Provisions Applicable to All Benefits Under the Plan.**

- (i) The various time periods set forth in this Section II within which benefit determinations must be made shall begin at the time a claim is filed in accordance with the Plan's procedures without regard to whether all the information necessary to make a benefit determination accompanies the filing.
- (ii) If any period of time set forth in this Section II is extended because of a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(b) Additional Provisions Applicable to Health Benefits.

- (i) **Urgent Care Claims:** In the case of a Claim involving Urgent Care, the Contract Administrator will notify the claimant of the Plan's benefit determination (whether adverse or not) as soon as possible, taking into account the medical exigencies, but not later than seventy-two (72) hours after receipt of the claim by the Contract Administrator, unless the claimant fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the Plan. In the case of such a failure, the Contract Administrator will notify the claimant as soon as possible, but not later than twenty-four (24) hours after receipt of the claim by the Contract Administrator, of the specific information necessary to complete the claim. The claimant will be afforded a reasonable amount of time, taking into account the circumstances, but not less than forty-eight (48) hours, to provide the specified information. Notification of any Adverse Benefit Determination will be made in accordance with the Written Denial provisions set forth below. The

Contract Administrator will notify the claimant of the Plan's benefit determination as soon as possible, but in no case later than forty-eight (48) hours after the earlier of:

1. The Contract Administrator's receipt of the specified information, or
2. The end of the period afforded the claimant to provide the specified additional information.

- (ii) Concurrent Care Decisions: If an ongoing course of treatment to be provided over a period of time or number of treatments has been approved by the Plan, any reduction or termination by the Plan of such course of treatment (other than by Plan amendment or termination) before the end of such period of time or number of treatments shall constitute an Adverse Benefit Determination. The Contract Administrator will notify the claimant, in a manner in accordance with the Written Denial provisions set forth below, of the Adverse Benefit Determination at a time sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated.

Any request by a claimant to extend the course of treatment beyond the period of time or number of treatments that is a Claim involving Urgent Care shall be decided as soon as possible, taking into account the medical exigencies, and the Contract Administrator shall notify the claimant of the benefit determination, whether adverse or not, within 24 hours after receipt of the claim by the Contract Administrator, provided that any such claim is made to the Contract Administrator at least twenty-four (24) hours prior to the expiration of the prescribed period of time or number of treatments. Notification of any adverse determination concerning a request to extend the course of treatment, whether involving Urgent Care or not, shall be made in accordance with the Written Denial provisions set forth below, as appropriate.

- (iii) Pre-Service Claim: In the case of a Pre-Service Claim, the Contract Administrator shall notify the claimant of the Plan's benefit determination (whether adverse or not) within a reasonable period of time appropriate to the medical circumstances, but not later than fifteen (15) days after receipt of the claim by the Contract Administrator. The period may be extended one time by the Plan for up to fifteen (15) days, provided that the Contract Administrator determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial fifteen (15) day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is due to a failure of the claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the information, and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide the specified information. Notification of any Adverse Benefit Determination pursuant to this paragraph shall be made in accordance with the Written Denial provisions set forth below.

- (iv) Post-Service Claim: In the case of a Post-Service Claim, the Contract Administrator shall notify the claimant, in accordance with the Written Denial provisions set forth below, of the Plan's Adverse Benefit Determination within a reasonable period of time, but not more than thirty (30) days after receipt of the claim. This period may be extended one time by the Contract Administrator for up to fifteen (15) days, provided that the Contract Administrator determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant prior to the expiration of the initial thirty (30) day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is due to a failure of the claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the information, and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide the specified information.
- (c) Additional Provisions Applicable to Disability Benefits. In the case of a claim for disability benefits, the Contract Administrator shall notify the claimant, in accordance with the Written Denial provisions set forth below, of the Plan's Adverse Benefit Determination within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim by the Contract Administrator. This period may be extended by the Plan for up to thirty (30) days, provided that the Contract Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Contract Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Contract Administrator notifies the claimant, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension under this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.
- (d) Additional Provisions Applicable to Benefits other than Health Benefits and Disability Benefits. If a claim for benefits other than health benefits or disability benefits is wholly or partially denied, the Contract Administrator shall notify the claimant of the Adverse Benefit Determination within a reasonable period of time not to exceed ninety (90) days after receipt of the claim by the Contract Administrator, unless the Contract Administrator determines that special circumstances require an extension of time for processing the claim. If the Contract Administrator determines that such an extension is required, written notice (in accordance with the Written Denial provisions set forth below) of the extension shall be provided to the claimant prior to the termination of the ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period. The notice of the extension provided to the claimant shall indicate the circumstances requiring an extension and the date by which the Contract Administrator expects to render the benefit determination.

III. Written Denial Provisions

- (a) Provisions Applicable to All Benefits under the Plan. The Contract Administrator shall provide a claimant with written or electronic notification of any determination of a claim. In the case of an Adverse Benefit Determination, the notification shall set forth in a manner calculated to be understood by the claimant:
- (i) The specific reason(s) for the denial;
 - (ii) Specific references to pertinent Plan provisions upon which the denial is based;
 - (iii) A description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary;
 - (iv) An explanation of the Plan's claim review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action following an adverse determination on review.
- (b) Additional Provisions Applicable to Health Benefits and Disability Benefits. In the case of an Adverse Benefit Determination concerning health benefits or disability benefits, the notification shall also set forth in a manner calculated to be understood by the claimant:
- (i) The specific internal rule, guideline, protocol, or other similar criterion if such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination (a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge to the claimant upon request);
 - (ii) If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
 - (iii) In the case of an adverse determination concerning a Claim involving Urgent Care, a description of the expedited review process applicable to such claims.

In the case of an Adverse Benefit Determination concerning an Urgent Care Claim, the information described above in this Section III may be provided to the claimant orally, provided that a written or electronic notification is furnished to the claimant not later than three (3) days after the oral notification.

IV. Appeal of Adverse Benefit Determinations

- (a) Provisions Applicable to All Benefits under the Plan.
- (i) Each claimant shall be afforded a full and fair review of any Adverse Benefit Determination.
 - (ii) Each claimant may appeal an Adverse Benefit Determination within one hundred eighty (180) days (sixty (60) days in the case of an Adverse Benefit Determination relating to benefits other than health benefits or disability benefits) following receipt of notification of the Adverse Benefit Determination.

- (iii) In connection with such review, the claimant shall have the opportunity to submit any written comments, documents, records or other information the claimant believes is relevant.
 - (iv) In connection with such review, the claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's appeal.
 - (v) The review of the Adverse Benefit Determination shall take into account all comments, documents, records and other information submitted by the claimant that relate to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (b) Additional Provisions Applicable to Health Benefits and Disability Benefits.
- (i) The review shall not afford deference to the initial Adverse Benefit Determination.
 - (ii) The review shall be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the Adverse Benefit Determination that is the subject of the review, nor a subordinate of such individual.
 - (iii) In deciding an appeal of an Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the person conducting the review will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional engaged for purposes of consultation in accordance with the previous sentence shall be an individual who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal nor the subordinate of any such individual.
 - (iv) The identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination, will be provided to the claimant.
 - (v) In the case of a Claim involving Urgent Care, an expedited review process will be provided, pursuant to which a request for an expedited appeal to an Adverse Benefit Determination may be submitted orally or in writing by the claimant and all necessary information, including the Plan's benefit determination on review, shall be transmitted between the Plan and the claimant by telephone, facsimile, or other available similarly expeditious method.

V. Timing of Notice of Benefit Determination Following Review

(a) Provisions Applicable to All Benefits under the Plan.

- (i) The various time periods set forth in this Section V within which the review of an Adverse Benefit Determination must be completed shall begin at the time an appeal is filed in accordance with the procedures of the Plan, without regard to whether all the information necessary to make a determination on review accompanies the filing.
- (ii) If any period set forth in this Section V is extended as permitted herein due to a claimant's failure to submit information necessary to decide a claim, the period for making the determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(b) Additional Provisions Applicable to Health Benefits.

- (i) Urgent Care Claims: In the case of a Claim involving Urgent Care, the Contract Administrator shall notify the claimant, in accordance with the Notification of Benefit Determination provisions below, of the Plan's benefit determination on review as soon as possible, taking into account the medical exigencies, but not later than seventy-two (72) hours after receipt of the claimant's request for review of an Adverse Benefit Determination by the Plan.
- (ii) Pre-Service Claims: In the case of a Pre-Service Claim, the Contract Administrator shall notify the claimant, in accordance with the Notification of Benefit Determination provisions below, of the Plan's benefit determination on review within a reasonable period of time appropriate to the medical circumstances. Such notification shall be provided not later than thirty (30) days after receipt by the Plan of the claimant's request for review of an Adverse Benefit Determination.
- (iii) Post-Service Claims: In the case of a Post-Service Claim, the Contract Administrator shall notify the claimant, in accordance with the Notification of Benefit Determination, of the plan's benefit determination on review within a reasonable period of time. Such notification shall be provided not later than sixty (60) days after receipt by the Plan of the claimant's request for review of an Adverse Benefit Determination.

- (c) Additional Provisions Applicable to Benefits other than Health Benefits. In the case of an appeal of an Adverse Benefit Determination other than one relating to health benefits, the Contract Administrator shall notify the claimant of the benefit determination on review within a reasonable period of time, but not later than sixty (60) days (forty-five (45) days in the case of a disability benefit) after receipt of the claimant's request for review, unless the Contract Administrator determines that special circumstances such as the need to hold a hearing require an extension of time for processing the claim. If the Contract Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial period. In no event shall such extension exceed a period of sixty (60) days (forty-five (45) days in the case of disability benefits) from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

VI. Notification of Benefit Determination

- (a) Provisions Applicable to All Benefits under the Plan. The Contract Administrator shall provide a claimant with a written or electronic notification of a Plan's benefit determination on review. In the case of an Adverse Benefit Determination, the notification shall set forth, in a manner calculated to be understood by the claimant:
- (i) The specific reason(s) for the adverse determination;
 - (ii) Reference to the specific Plan provisions on which the benefit determination is based;
 - (iii) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
 - (iv) A statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures.
- (b) Provisions Applicable to Health Benefits and Disability Benefits. In the case of an Adverse Benefit Determination on review concerning health benefits or disability benefits, the notification shall also set forth, in a manner calculated to be understood by the claimant:
- (i) The specific internal rule, guideline, protocol, or other similar criterion if such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination (a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge to the claimant upon request);

CLAIM REVIEW PROCEDURES

- (ii) If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- (iii) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

MISCELLANEOUS PROVISIONS

Discharge: Any payment by the Contract Administrator in accordance with the terms and provisions contained herein will discharge the Plan Sponsor from all future liability to the extent of the payments so made.

Discretionary Authority: The Plan Administrator has the authority to interpret the Plan and to determine all questions that arise under it. This will include, but is not limited to: satisfaction of eligibility requirements, determination of medical necessity, and interpretation of terms contained in this document. The Plan Administrator's decisions will be binding on all employees, dependents, and beneficiaries.

Except for functions reserved by the Plan to the Employer or the Board of Directors, the Plan Administrator will control and manage the operation and administration of the Plan. The Plan Administrator designates the Director of Human Resources as fiduciary for the review and final determination of denied claims for benefits under the Plan. In exercising its fiduciary responsibilities, the named fiduciary will have discretionary authority to determine whether and to what extent participants and beneficiaries are entitled to benefits and to construe disputed or doubtful plan terms. The named fiduciary will be deemed to have properly exercised such authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

Increases/Decreases in Coverage: Any amendments to the Plan providing an increase in the amount of a covered employee's and/or dependent's coverage will become effective as of the date of such amendment, provided coverage is in effect on the date of such amendment. Any amendment to the Plan providing a decrease in the amount of a covered employee's and/or dependent's coverage will begin on the effective date of such amendment.

Invalidity of Certain Provisions: If any provisions of the Plan will be held invalid or unenforceable, such invalidity or enforceability will not affect any other provision herein and this Plan will be construed and enforced as if such provisions had not been included.

Right to Make Payments: The Plan Administrator has the right to pay any other organization as needed to properly deliver Plan benefits. These payments that are made in good faith are considered benefits paid under this Plan. Also, they discharge the Plan Administrator from further liability to the extent that payments are made.

Right to Receive and Release Necessary Information: For the purpose of determining the applicability of and implementing the terms of this provision of this Plan, or any provision of similar purpose of another plan, the Plan Administrator may, release to or obtain from any other insurance company or other organization or person any information with respect to any person which the Contract Administrator deems to be necessary for such purposes. Any person claiming benefits under this Plan will furnish to Contract Administrator such information as may be required to implement this provision in accordance with HIPAA Privacy Regulations.

Right of Recovery: Whenever the Contract Administrator has allowed benefits to be paid by this Plan which have been paid or should have been paid by any other plan, or which were erroneously paid, the Contract Administrator will have the right to recover any such excess payments from the appropriate party.

Right to Amend the Plan: The Superintendent of Schools or the Director of Human Resources, as authorized by the Plan Sponsor, has the authority to amend the Plan Document, modifying any of the provisions herein, or terminating the Plan at any time without the consent of or notice to any covered person hereunder. The Plan may be amended, modified, or terminated as required by Plan utilization, costs, market forces, federal legislation, or other general business concerns of the Plan Sponsor. When a Plan amendment, modification, or termination is executed, the Plan Sponsor will provide notice of such action, in writing, to all covered persons.

Should the Plan be amended and, thereby, terminated, the Plan Administrator will provide for:

- First: Payment of benefits to each covered person of all covered expenses for services which were incurred while the Plan was in effect.
- Second: Payment of expenses incurred in the liquidation and distribution of the Plan and any payments due to the Plan Administrator.
- Third: Direct disposition of all assets, if applicable, held in the Plan to covered persons as determined by the Plan Administrator, subject to the limitations contained herein and any applicable requirements of law or regulation.

The Use and Disclosure of Protected Health Information:

A. Use and Disclosure of Protected Health Information (PHI)

The Plan will use and/or disclose protected health information (PHI) to the extent of and in accordance with the uses and disclosures permitted or required by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto ("HIPAA"). Specifically, to the extent allowed by law, the Plan will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations.

B. The Plan Will Use and Disclose PHI in accordance with and as Required by Law and as Permitted by Authorization of the Plan Participant or Beneficiary

The Plan will disclose PHI in accordance with and as required by law. For example, (i) the Plan may disclose summary health information to the Plan Sponsor if the Plan Sponsor requests the summary information for the purpose of obtaining premium bids for health insurance coverage under the Plan, or for modifying, amending or terminating the Plan; (ii) the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan; and (iii) to the extent allowed by law, the Plan may use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations. Except for these uses and disclosures, the Plan shall obtain a written authorization from the individual who is the subject of the PHI prior to a disclosure. "Summary health information" means information that may be individually identifiable health information and that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom the Plan Sponsor has provided health benefits under the Plan; and from which identifying information has been deleted, except that geographic information may be aggregated at the level of a five digit zip code.

C. For Purposes of This Section, Lamoille North Supervisory Union Is the Plan Sponsor

The Plan has received a certification from the Plan Sponsor that the Plan documents have been amended to incorporate the provisions set forth in D, below.

D. With Respect to PHI, the Plan Sponsor Agrees to the Following Conditions

The Plan Sponsor agrees to:

- not use or further disclose PHI other than as permitted or required by the Plan documents or as required by law;
- ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
- not use or disclose PHI for employment-related actions and decisions unless authorized by an individual;
- not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by an individual;
- report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- make PHI available to an individual in accordance with HIPAA's access requirements;
- make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- make available the information required to provide an accounting of disclosures;
- make internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the U.S. Secretary of Health and Human Services for the purposes of determining the Plan's compliance with HIPAA; and
- if feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible); and
- implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information; and
- ensure adequate separation required by 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures.

E. Adequate Separation Between the Plan and the Plan Sponsor Must Be Maintained

In accordance with HIPAA, only the following employees or classes of employees may be given access to PHI:

- the Director of Human Resources; and
- staff designated by the Director of Human Resources.

The following employees, classes of employees or other persons under the Plan Sponsor's control may have access to PHI including PHI relating to payment under, health care operations of, or other matters pertaining to the Plan in the ordinary course of business:

LNSU Central Office Human Resources staff

Johnson Elementary Business Manager (for Johnson Elementary School PHI only)

F. Limitations of PHI Access and Disclosure

The persons described in section E may only have access to and use and disclose PHI for plan administration functions that the Plan Sponsor performs for the Plan.

G. Noncompliance Issues

If the persons described in section E do not comply with this Plan document, the Plan Sponsor shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.

H. Security Requirements

The security rule requires plans to comply with four (4) general requirements. The plan must:

- ensure the confidentiality, integrity, and availability of all electronic protected health information that it creates, receives, maintains, or transmits;
- protect against any reasonably anticipated threats or hazards to the security or integrity of the electronic protected health information;
- protect against any reasonably anticipated uses or disclosures of electronic protected health information that are not permitted or required under HIPAA; and
- ensure compliance with the security standards by its workforce.

Subrogation, Reimbursement & Third Party Recovery Provision:

WHEN THIS PROVISION APPLIES: If you, your spouse, one of your dependents, or anyone who receives benefits under this Plan becomes ill or is injured and is entitled to receive money from any source, including but not limited to any party's liability insurance or uninsured/underinsured motorist proceeds, then the Plan may elect, but is not required, to conditionally advance payment or extend credit of medical benefits in those situations where an injury, sickness, disease or disability is caused in whole or in part by, or results from, the acts or omissions of a third party, or from the acts or omissions of covered persons and their dependents where any insurance coverage, no-fault, uninsured motorist, underinsured motorist, medical payment provision or other insurance policies or funds is available. If at the time of injury, sickness, disease or disability there is available, or potentially available (based on information known or provided to the Plan, or to the Plan Beneficiary) any other Coverage (including but not limited to coverage resulting from a judgment at law or settlements) the benefits under this Plan shall apply only as an excess over such other sources of Coverage.

MISCELLANEOUS PROVISIONS

As a condition to participating in and receiving benefits under this Plan, the Plan Beneficiary agrees to subrogate the Plan to any and all claims, causes of action or rights that they have or that may arise against any person, corporation and/or other entity and to any Coverage for which the Plan Beneficiary claims an entitlement to benefits under this Plan, regardless of how classified or characterized and to reimburse the Plan for any such benefits paid when recovery is made. The employee or covered person agrees that acceptance of benefits is constructive notice of this provision in its entirety and agrees to reimburse the Plan one hundred percent (100%) of benefits provided without reduction for attorney's fees, costs, comparative negligence, limits of collectability or responsibility, or otherwise. The person receiving benefits further agrees that the plan shall have an equitable lien on any funds received by said person and/or their attorney, if any, from any source for any purpose and shall be held in trust until such time as the obligation under this provision is fully satisfied. If the employee or covered person retains an attorney, then the employee or covered person agrees to only retain one who will not assert the Common Fund or Made-Whole Doctrines. The Plan will not pay or be responsible, without its written consent, for any fees or costs associated with a Plan Beneficiary pursuing a claim against any Coverage. The Plan Beneficiary agrees to hold the Plan harmless against any claims made against the Plan by the attorneys retained by the Plan Beneficiary. Failure to comply with any of these requirements by the Plan Beneficiary, his or her attorney or guardian may, at the Plan's discretion, result in forfeiture of payment by the Plan of benefits and any funds or payments due under this Plan may be withheld until the Plan Beneficiary satisfies his or her obligation. If the Plan Beneficiary fails to reimburse the Plan for all benefits paid or to be paid, as a result of said injury or condition, out of any proceeds, judgement or settlement received, the Plan Beneficiary will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Plan Beneficiary. No court costs, expert fees, attorney's fees, filing fees, or other costs or expenses of a litigation nature may be deducted from the Plan's recovery without prior, expressed written consent of the Plan. Reimbursement shall be made immediately upon collection of any sum(s) recovered regardless of its legal, financial, or other sufficiency. If the injured person is a minor, any amount recovered by the minor, the minor's trustee, guardian, parent, or other representative, shall be subject to this provision regardless of state law and/or whether the minor's representative has access or control of any recovery funds.

The employee or covered person agrees to sign any documents requested by the Plan including but not limited to reimbursement and/or subrogation agreements as the Plan or its agent(s) may request. Also, the employee or covered person agrees to furnish any other information as may be requested by the Plan or its agent(s). Failure or refusal to execute such agreements or furnish information does not preclude the Plan from exercising its right to subrogation or obtaining full reimbursement. Any settlement or recovery received shall first be deemed for reimbursement of medical expenses paid by the Plan. Any excess after one hundred percent (100%) reimbursement of the Plan may be divided up between the employee or covered person and their attorney if applicable. Any accident related claims made after satisfaction of this obligation shall be paid by the employee or covered person and not the Plan.

The Plan will not pay or be responsible, without its written consent, for any fees or costs associated with a Plan Beneficiary pursuing a claim against any Coverage. The Plan Beneficiary agrees to hold the Plan harmless against any claims made against the Plan by the attorneys retained by the Plan Beneficiary.

The employee or covered person agrees to take no action which in any way prejudices the rights of the Plan. If it becomes necessary for the Plan to enforce this provision by initiating any action against the employee or covered person, then the employee or covered person agrees to pay the Plan's attorney's fees and costs associated with the action regardless of the action's outcome.

The Plan Sponsor has sole discretion to interpret the terms of this provision in its entirety and reserves the right to make changes as it deems necessary. Furthermore, the Plan may reduce or deny future benefits by the amount of any recovery received, but not reimbursed, by the Participant as it relates to an accident or injury for which the Plan paid benefits.

MISCELLANEOUS PROVISIONS

If the employee or covered person takes no action to recover money from any source, then the employee or covered person agrees to allow the Plan to initiate its own direct action for reimbursement.

These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgement of these rights is required by the Plan and signed by the employee or covered person.

In the event that the Plan Beneficiary dies as a result of his or her injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights still apply.

DEFINITIONS

The following words and phrases are included here for explanatory purposes only. This list is not intended to include all terms used herein. Any word or phrase not specifically defined below will have its usual and customary meaning. The inclusion of any word or phrase below is not intended to imply that coverage is provided under the Plan.

Accident: An unforeseen or unexplained sudden injury occurring by chance without intent or volition.

Active Service: An employee will be considered in active service with the employer on a day which is one of the employee's scheduled work days if the employee is performing in the customary manner all of the regular duties of his/her employment with the employer on that day either at one of the employer's business establishments or at some location to which the employer's business requires the employee to travel.

A regular vacation day, properly scheduled in accordance with normal practices and policies of the employer, will qualify as a scheduled work day for purposes of this definition.

Adverse Benefit Determination: Any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's beneficiary's eligibility to participate in the Plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not medically necessary or appropriate.

Claim for Benefits: A request for a Plan benefit or benefits made by a claimant in accordance with the Plan's procedure for filing benefit claims. This includes any Pre-Service Claims and any Post-Service Claims.

Claim involving Urgent Care: Any claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determination:

- (i) Could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function; or
- (ii) In the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim;

Except as set forth in the next paragraph, whether a claim is a Claim involving Urgent Care is to be determined by an individual acting on behalf of the Plan applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine.

Any claim that a physician with knowledge of the claimant's medical condition determines is a Claim involving Urgent Care shall be treated as Claim involving Urgent Care.

Civil Union Partner: A civil union partner must meet the following qualifications:

1. Employee and partner who are the same sex, are not related to one another, and are not already a party to another civil union or marriage.
2. Who have an intimate and exclusive committed relationship.
3. Who are both at least eighteen (18) years of age.
4. Who are mentally competent to consent to contract.
5. Who share responsibility for each other's welfare and the common necessities of life, including financial obligations.
6. Who can provide documentation that their civil union was certified by an authorized person in the State of Vermont.

Coinsurance: The percentage of charges for covered expenses that a covered person is required to pay under the Plan.

Contract Administrator: Third party claims administrator, hired by the Plan Sponsor to handle the day-to-day administration of the Plan, including:

1. Reviewing and processing claims for proper benefit payments and providing explanation of benefits to covered employees and/or providers;
2. Remitting benefit payments for covered expenses under the Plan to covered employees and/or providers;
3. Reviewing all claim appeals.

Contributory Coverage: Group Plan benefits for which an employee enrolls and agrees to make any required contributions toward the cost of coverage.

Covered Person: A covered employee or a covered dependent as determined under the applicable Plan provisions.

Custodial Parent: The parent awarded custody by court decree. If there is no court decree, the custodial parent is the one with whom the child resides for more than half the year.

Deductible: The amount of covered expenses the covered employee must pay during each plan year before the Plan will consider expenses for reimbursement. The individual deductible applies separately to each covered person.

Dental Services: Procedures involving the teeth, gums, or supporting structures.

Dentist: A duly licensed Doctor of Dentistry and a Dental professional or practitioner, who is duly licensed under appropriate state licensing authorities, provided: (i) a benefit is claimed for services which are within the scope of such person's license and for which a reimbursement under the Plan would be made had such services been performed by a Doctor of Dentistry, and (ii) under applicable state laws, such professional or practitioner must be treated under the Plan in the same manner as if such services were provided by a Doctor of Dentistry.

Dependent:

1. The lawful spouse of an eligible employee or a partner of a civil union; or
2. the unmarried child of an eligible employee who has not attained their nineteenth (19th) birthday; or
3. the unmarried child of an eligible employee, as defined herein, who has attained their nineteenth (19th), but not yet attained his twenty-fifth (25th) birthday, and only during the time such child is enrolled as a full-time student in an accredited secondary school or college, including regular vacations.

The word "child", as used above, will include an eligible employee's natural child, a legally adopted child (including a child in the custody of the employee under an interim court order of adoption, whether or not a final adoption order is ever issued), a stepchild, a foster child, a child of a civil union partner, or a child for whom legal guardianship has been granted, all of whom are dependent upon the eligible employee for support and maintenance but excludes a child who is eligible for:

1. Employee coverage under this Plan;
2. Employee coverage under another group health and/or dental plan.

Should an employee have a child covered under the Plan who reaches the age at which the child would otherwise cease to be a covered person and if such child is then mentally or physically handicapped and incapable of earning his own living, the Plan will continue to consider such child as a dependent beyond such age, while such child remains in such condition, subject to all of the terms of the Plan, provided the employee has, within thirty-one (31) days of the date on which the child attained such age, submitted proof of the child's incapacity, as described above.

The Plan Sponsor will have the right to require satisfactory proof of continuance of such mental or physical incapacity and the right to examine such child at any time after receiving proof of the child's incapacity. Upon failure to submit such required proof or to permit such an examination when requested by the Plan Sponsor, or when the child ceases to be so incapacitated, coverage with respect to the child will cease. This continuation of coverage will be subject to all the provisions of the "Termination of Benefits" section of this Plan except as modified herein.

Dependent Coverage: Group Plan benefits extended to the dependent(s) of a covered employee.

Effective Date: The date the Plan becomes liable to provide coverage under the terms of the Plan.

Eligibility Date: The date an employee and/or his dependent(s) become eligible to enroll in the Plan.

Employee: Any employees who qualify for employee coverage under the eligibility requirements set forth in the "General Information" section contained herein. The definition of an employee does not include independent contractors, contingent workers, or leased employees.

Employee Coverage: Group dental benefits provided under the Plan on behalf of a covered employee.

Employer: The Plan Sponsor who provides employment to the covered employees.

Expense: A charge a covered person is legally obligated to pay. An expense is deemed to be incurred on the date the service or supply is furnished, prepared, or final impressions are taken.

Fiduciary: A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, renders investment advice to the Plan or has discretionary authority or responsibility in the administration of the Plan.

Health Care Operations: include, but are not limited to the following activities:

- quality assessment;
- population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;
- rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;
- underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);
- conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
- business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;
- business management and general administrative activities of the Plan, including, but not limited to:
 - (a) management activities relating to the implementation of and compliance with HPAA's administrative simplification requirements, or
 - (b) customer service, including the provision of data analyses for policyholders, plan sponsors or other customers;
- resolution of internal grievances;
- the sale, transfer, merger, or consolidation of all or part of the "covered entity" within the meaning of HIPAA with another covered entity, or an entity that following such activity will become a covered entity and due diligence related to such activity; and
- consistent with the applicable requirements of the regulations issued under HIPAA, creating de-identified health information or a limited data set, and fundraising for the benefit of the "covered entity" within the meaning of HIPAA.

Health Care Professional: A physician or other health care professional licensed, accredited, or certified to perform specified health services consistent with State law.

Hospital: A duly licensed, if required, and legally constituted and operated institution which is primarily engaged in providing diagnostic services, therapeutic services for diagnosis, care, and treatment of sick or injured persons on an inpatient and/or outpatient basis and which provides such care and treatment: (i) under the supervision of one (1) or more physicians, (ii) with twenty-four (24) hour nursing service under the supervision of one (1) or more physicians licensed to practice medicine; and (iii) which has organized facilities for laboratory and diagnostic work and major surgery. The term "Hospital" will not include, other than incidentally, an institution which is primarily a rest home, a nursing home, a convalescent home, a rehabilitation center, an extended care facility, a place (primarily) for the treatment of tuberculosis, mental, emotional, drug or alcoholic disorders, or a home for the aged.

Services rendered in the infirmary or clinic of a college, university, or private boarding school will be eligible expenses. In such instances, if a covered person is confined in a school facility that does not meet the definition of a hospital because it has no operating room, benefits may be paid, provided the charges for such confinement do not exceed the reasonable and customary charges for the disability involved.

Illness: Sickness or disease which results in the incurrence, by a covered person, of expenses for dental care, services and supplies covered by the Plan. Such expense must be incurred while the covered person whose illness is the basis of claim is covered under the Plan.

Injury: Accidental bodily harm.

Inpatient Basis: Hospital confinement, including one (1) or more days of confinement for which a room and board charge is made by a hospital.

Maximum Plan Year Benefits: The maximum benefit amount under this Plan for all covered dental expenses incurred by a covered person in one (1) plan year. See amounts on the Schedule of Benefits.

Non-Contributory Coverage: Group Plan benefits for which the employee enrolls and for which the employee or the employee's dependent is not required to make a contribution toward the cost of coverage.

Non-Dependent/Dependent: An employee covered under this Plan (non-dependent) who is also covered under another group dental plan as a dependent.

Payment: Includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for the coverage and provision of plan benefits or to obtain or provide reimbursement for the provision of health care that relate to an individual to whom health care is provided. These activities include, but are not limited to, the following:

- determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and copayments as determined for an individual's claim);
- coordination of benefits;
- adjudication of health benefit claims (including appeals and other payment disputes);
- subrogation of health benefit claims;
- establishing employee contributions;
- risk adjusting amounts due based on enrollee health status and demographic characteristics;
- billing, collection activities and related health care data processing;
- claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to participant inquiries about payments;
- obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);
- medical necessity reviews or reviews of appropriateness of care or justification of charges;
- utilization review, including precertification, preauthorization, concurrent review and retrospective review; and
- disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of the provider and/or health plan).

Pre-Service Claim: Any claim for a benefit under the Plan with respect to which the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

DEFINITIONS

Physician: A duly licensed Doctor of Medicine, a medical professional, or a practitioner who is duly licensed under appropriate state licensing authorities, provided: (i) a benefit is claimed for services which are within the scope of such person's license and for which a reimbursement under the Plan would be made had such services been performed by a Doctor of Medicine, and (ii) under applicable state laws, such professional or practitioner must be treated under the Plan in the same manner as if such services were provided by a Medical Doctor.

Plan: The Lamoille North Supervisory Union Self-Insured Dental Plan as described herein.

Plan Administrator: Lamoille North Supervisory Union

Plan Anniversary Date: The date occurring in each plan year which is an anniversary of the effective date of the Plan.

Plan Document: The master contract which describes the terms of coverage and association between the Contract Administrator and the Plan Sponsor.

Plan Sponsor: The government agency sponsoring the benefit Plan described herein. (i.e. Lamoille North Supervisory Union and its affiliated school districts).

Post-Service Claim: Any claim for a benefit under the Plan that is not a Pre-Service Claim.

Prior Plan: The prior dental plan offered by the Plan Sponsor.

Pronouns: Masculine pronouns used herein apply to both sexes.

Protected Health Information: Health information, including demographic information, which is collected from an individual, and which;

- is created or received by the Plan;
- relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe that the information can be used to identify the individual; and
- is transmitted by electronic media, maintained in any electronic medium, or transmitted or maintained in any other form or medium. Protected Health Information excludes information in education records covered by the Family Educational Right and Privacy Act, records described at 20 U.S.C. 1232(g)(a)(4)(B)(iv), and employment records held by the Plan Sponsor in its role as employer.

Qualified Beneficiary: Any covered person who loses coverage as a result of a qualifying event described in the "Extension of Benefits" section. These beneficiaries are:

1. covered employees (and their spouses, civil union partners, and dependent children) who have been terminated for reasons other than the covered employee's gross misconduct, or have had their hours reduced (resulting in a loss of coverage);
2. widowed spouses, civil union partners, and dependent children;
3. divorced or legally separated spouses and their dependent children;

4. Medicare ineligible spouses and their dependent children;
5. a covered dependent child who no longer meets the Plan's definition of a covered dependent child;
6. a child born to, or placed for adoption with the covered employee during the period of COBRA coverage;
7. a dependent satisfying the requirements of a civil union, as defined herein.

Reasonable and Customary Allowance (R&C): A maximum allowable charge for each covered medical and dental service provided for under the Plan, as established for this Plan, solely by a national firm. The following is used as a guide: This allowance schedule is intended to include all charges provided, in the geographical area where the covered expense is incurred, by properly licensed medical and dental care providers, and which do not exceed the usual fees charged for comparable services.

Relevant: In the context of whether a document, record or other information shall be considered "relevant," means the following: a document, record, or other information:

- (i) relied upon in making the benefit determination;
- (ii) submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination;
- (iii) demonstrating compliance with the administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with the governing Plan documents and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants in making the benefit determination; or
- (iv) constituting a statement of policy of guidance with respect to the Plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

In no event should the provisions of this Claim Review Procedures section be interpreted to require any claimant to file more than two (2) appeals of an Adverse Benefit Determination prior to bringing a civil action.

Totally Disabled: A covered person who, because of illness or injury, is unable to engage in any gainful occupation for profit or compensation for which the covered person qualifies by reason of education, training, or experience. In the case of a dependent, the term "occupation" will include the normal activities of a person of the same age or sex.

Treatment: The provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; and the referral of a patient for health care from one health care provider to another.

Waiting Period: The period of time between an employee's date of employment and their effective date of coverage.

