Amendment #5
Effective January 1, 2010
CENTRAL MAINE HEALTHCARE CORPORATION
Implemented in Plan Year 01-01-2010 to 01-01-2011

The Dental Benefit Summary Plan Description is hereby amended as follows:

1. The following underlined portion(s) of the INTRODUCTION is hereby added to the Summary Plan Description.

CENTRAL MAINE HEALTHCARE CORPORATION is named the Plan Administrator for this group dental Plan. The Plan Administrator has retained the services of an independent Third Party Administrator, UMR, Inc. (hereinafter "UMR") to process claims and handle other duties for this self-funded Plan. UMR as Third Party Administrator, does not assume liability for benefits payable under this Plan as they are solely claims paying agents for the Plan Administrator.

2. The following underlined portion(s) of the SCHEDULE OF BENEFITS are hereby changed in the Summary Plan Description.

SUMMARY OF BENEFITS		
Participation Percentage	**The Plan Pays**	
• Preventive and Diagnostic Services (Deductible waived)	100%	
• Basic Services	80%	
• Major Services	60%	

3. The following underlined portion(s) of the ELIGIBILITY AND ENROLLMENT are hereby added to the Summary Plan Description.

EXTENDED COVERAGE FOR DEPENDENT CHILDREN

- A covered Dependent child who is attending high school, a licensed trade school, or an Accredited Institution of Higher Education as a Full-Time Student will continue to be eligible until the end of the month in which the child turns age 25 or until the Dependent child no longer attends school as a Full-Time Student, whichever is earlier. (See below for more information on Loss of Full-Time Student Status due to medical necessity.) The Plan may require proof of the Dependent child's Full-Time Student enrollment on an as-needed basis. A Full-Time Student who finishes the spring term shall be deemed a Full-Time Student throughout the summer if the Student has enrolled as a Full-Time Student for the following fall term, regardless of whether or not such Student enrolls for the summer term.

  - The Employee must still be covered under this Plan.

Loss of Full-Time Status Due to Medical Necessity

Dependents who are enrolled in a licensed trade school or an Accredited Institution of Higher Education on the day before the first day of a medically necessary leave of absence or reduction in full-time status will be entitled to up to twelve months of coverage continuation. To qualify:

- The Plan received written certification from the Dependent's treating Physician stating that the child is suffering from a serious Illness or Injury and that a leave or reduction in enrollment is medically necessary.

- The leave must begin while the Dependent is suffering from a serious Illness or Injury and be medically necessary.

Coverage during a medically necessary leave of absence will be the same as if the child remained a Full-Time Student and will continue for up to one year from the date the medically necessary leave began or until the Dependent would otherwise lose eligibility under the Plan, whichever is sooner. In addition, if any changes are made to the Plan during the medically necessary leave, the Dependent child remains eligible for the changed coverage in the same manner as would have applied if the changed coverage had been the previous coverage, so long as Dependent children are still covered by the Plan.

IMPORTANT: It is Your responsibility to notify the Plan Sponsor within 60 days if Your Dependent no longer meets the criteria listed in this section. If, at any time, the Dependent fails to attend school as a Full-Time Student for reasons other than minor, short-term Illness or Injury or medical necessity (as described above), or the Dependent does not meet the qualifications of Totally Disabled, the Plan has the right to be reimbursed from the Dependent or Employee for any dental claims paid by the Plan during the period that the Dependent did not qualify for extended coverage. Please refer to the COBRA Section in this document.

4. The following underlined portion(s) of the TERMINATION is hereby added to the Summary Plan Description.

YOUR DEPENDENT'S COVERAGE

- If Your Dependent child qualifies for Extended Dependent Coverage as a Full-Time Student, the last day of the month in which Your Dependent child no longer qualifies as a Full-Time Student unless the Dependent child qualifies for a medically necessary leave of absence (see Extended Dependent Coverage section for more information) or the last day of the month Your Dependent child turns age 25, whichever is earlier; or

5. The following underlined portion(s) of the COVERED EXPENSES are hereby added to the Summary Plan Description.

COVERED EXPENSES - PREVENTIVE AND DIAGNOSTIC SERVICES

Diagnostic Services:

Clinical Oral Evaluations

D0180 Comprehensive periodontal evaluation - new or established patient (limited to two per year) (not performed in conjunction with orthodontic treatment)

6. The following underlined portion(s) of the COVERED EXPENSES is hereby added to the Summary Plan Description.

COVERED EXPENSES - BASIC SERVICES

Pulpotomy

D3222 Partial pulpotomy for apexogenesis – permanent tooth with incomplete root development

7. The following portion(s) of the OTHER FEDERAL PROVISIONS is hereby added to the Summary Plan Description.

Please contact the Plan Administrator if You would like a copy of the written procedures, at no charge, that the Plan uses when administering Qualified Medical Child Support Orders.

This group dental Plan also complies with the provisions of the:

- Coverage of Dependent Children in cases of adoption or Placement for Adoption as required by ERISA.
- Health Insurance Portability provisions of the Health Insurance Portability and Accountability Act (HIPAA).
- TRICARE Prohibition Against Incentives and Nondiscrimination Requirements amendments.
- The Genetic Information Nondiscrimination Act (GINA).

8. The following portion(s) of the GLOSSARY OF TERMS is hereby deleted from the Summary Plan Description.

Experimental or **Investigational** means any supply, medicine, facility, equipment, service or treatment that:

(A) Is not currently or at the time the charges were incurred recognized as acceptable medical practice by the Plan. (FDA approval does not necessarily constitute accepted medical practice)

(B) Is subject of or related to ongoing Phase I, II or III clinical trials.

(C) Requires the Covered Person to sign a release or other document indicating that the treatment is Experimental or Investigational or other similar terms.

(D) Has not been approved by the appropriate government regulatory bodies.

(E) A drug, device, procedure, service or treatment must have Food and Drug Administration (FDA) approval for those specific indications and methods of the Plan for which such drug, device, procedure, service or treatment is sought to be provided, subject to medical judgement by Fiserv Health's dental staff or qualified outside dental reviewers.

Any drug, device, procedure, service or treatment, which at the time sought to be provided is not approved by the Center for Medicare and Medicaid Services (CMS) for reimbursement under Medicare, is considered an Experimental procedure.

Drugs are considered Experimental if they are not commercially available for purchase, and are not approved by the FDA for general use. General the use refers to permission for commercial distribution. Any other approvals that are granted as an interim step in the FDA regulatory process are considered Experimental procedures.

Any drug or test approved by the FDA for a specific disease, Injury, Illness or condition, but which is sought to be provided for another disease, Injury, Illness or condition, is considered Experimental, subject to medical judgement by Fiserv Health's dental staff or qualified outside medical reviewers.

(F) Based on prevailing peer review medical literature in the United States, there is failure to demonstrate that the treatment is safe and effective for the condition, and that there is not enough scientific evidence to support conclusions concerning effect of the drug, device, procedure, service or treatment on dental outcomes.

The evidence must consist of well-designed and well-conducted investigations published in peer-review journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.

The evidence must demonstrate that the drug, device, procedure, service or treatment can measure or alter the sought after changes to the disease, Injury, Illness or condition. In addition, there must be evidence or a convincing argument based on established medical research that such measurement or alteration affects that dental outcome.

Opinions and evaluations by national medical associations, consensus panels, other technology evaluation bodies or outside independent review organizations are evaluated according to the scientific quality of the supporting evidence and rationale.

References used in the evaluation include, but are not limited to, The American Cancer Society, The American Medical Association, FDA, U.S. Department of Health & Human Services, Merck Manual, Mosby Advanced Catalog Search, National Library of Medicine Search, National Institutes of Health, Pubmed (Medicine), The Hayes Directory of New Medical Technologies and/or the American Academies or Colleges of various Physician specialties.

A service, supply, treatment or facility may be considered Experimental or Investigational, even if the provider has performed, prescribed, recommended, ordered or approved it, or if it is the only available procedure or treatment for the Accidental Dental Injury.

And replaced with:

Experimental, Investigational or Unproven means any drug, service, supply, care and/or treatment that, at the time provided or sought to be provided, is not recognized as conforming to accepted medical practice or to be a safe, effective standard of medical practice for a particular condition. This includes, but is not limited to:

- Items within the research, Investigational or Experimental stage of development or performed within or restricted to use in Phase I, II, or III clinical trials (unless identified as a covered service elsewhere);

- Items that do not have strong research-based evidence to permit conclusions and/or clearly define long-term effects and impact on health outcomes (have not yet shown to be consistently effective for the diagnosis or treatment of the specific condition for which it is sought). Strong research-based evidence is identified as peer-reviewed published data derived from multiple, large, human randomized controlled clinical trials OR at least one or more large controlled national multi-center population-based studies;

- Items based on anecdotal and Unproven evidence (literature consists only of case studies or uncontrolled trials), i.e., lacks scientific validity, but may be common practice within select practitioner groups even though safety and efficacy is not clearly established;

- Items which have been identified through research-based evidence to not be effective for a medical condition and/or to not have a beneficial effect on health outcomes.

Note: FDA and/or Medicare approval does not guarantee that a drug, supply, care and/or treatment is accepted medical practice, however, lack of such approval will be a consideration in determining whether a drug, service, supply, care and/or treatment is considered Experimental, Investigational or Unproven. In assessing cancer care claims, sources such as the National Comprehensive Cancer Network (NCCN) Compendium, Clinical Practice Guidelines in Oncology™ or National Cancer Institute (NCI) standard of care compendium guidelines, or similar material from other or successor organizations will be considered along with benefits provided under the Plan and any benefits required by law. Furthermore, off-label drug or device use (sought for outside FDA-approved indications) is subject to medical review for appropriateness based on prevailing peer-reviewed medical literature, published opinions and evaluations by national medical associations, consensus panels, technology evaluation bodies, and/or independent review organizations to evaluate the scientific quality of supporting evidence.

BY THIS AGREEMENT,

The CENTRAL MAINE HEALTHCARE CORPORATION Dental Benefit Summary Plan Description

Implemented in Plan Year 01-01-2010 to 01-01-2011

is hereby amended January 1, 2010.

Authorized Signature _____

Print Name _____

Title _____

Date _____

IMPORTANT NOTICE:

The employer agrees to all sections of this amendment as the basis for Plan administration. Except as specifically stated above, nothing in this amendment shall alter or amend the summary plan description.

Lack of a signature page can lead to incomplete coding of the claim payment system and inconsistencies in claims and appeal processing.

Please sign and return to UMR via fax at 715.841.7521 as soon as possible. If you would like to discuss any changes to the language or format, or have other questions, please contact UMR within 14 calendar days of receipt. Please note that since the corresponding system changes have been implemented, failure to return this signed amendment or otherwise contact UMR with questions or issues within 14 calendar days will be considered acceptance.

Remember to keep a copy for your records.
Please note UMR will not print amendments or booklets until a signature page is received.

Any modifications made to this amendment will cause it to become null and void and require that a new signature page be signed.