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J. K. BOATWRIGHT, SR.  
(1892 - 1976)  
J. K. BOATWRIGHT, JR.  
(1921 - 1986)  
H. S. BURDETTE, JR.  
(1922 - 1994)

**J. K. BOATWRIGHT & CO., P.C.**  
CERTIFIED PUBLIC ACCOUNTANTS  
17½ NORTH LAFAYETTE SQUARE  
LAGRANGE, GEORGIA 30240

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May 29, 1997

Summary Plan Description  
Pension and Welfare Benefit Adm.  
Room N-5644, Dept. of Labor  
200 Constitution Ave, N.W.  
Washington, D.C. 20210

Gentlemen:

In accordance with ERISA, as amended, we are hereby filing amendments (Summary Plan Description Riders) which represent material modifications with your office within 210 days after the end of the plan year in which the change was made. These changes were made effective for the plan year beginning March 1, 1997. Each employee has been given a copy of this Summary Plan Description.

Thank you.

Sincerely,

J. K. BOATWRIGHT & CO., P. C.



H. Speer Burdette, III

HSB,III/lw

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**PLAN DOCUMENT RIDER**

PLAN SPONSOR: J. K. BOATWRIGHT & COMPANY

ACCOUNT NO.: S40003101

PLAN DOCUMENT NO.: 501/58-1361259

PLAN DOCUMENT RIDER NO.: 1-97

RIDER EFFECTIVE DATE: 03/01/97

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IT IS AGREED BY THE UNDERSIGNED THAT THE PLAN IDENTIFIED ABOVE IS HEREBY REVISED AS FOLLOWS:

1. NOTWITHSTANDING ANY PROVISION IN THE PLAN DOCUMENT TO THE CONTRARY, THE SCHEDULE OF MEDICAL BENEFITS ON FORMS S4 MSCH-1 THROUGH S4 MSCH-3 IS DELETED FROM THE PLAN DOCUMENT IN ITS ENTIRETY AND THE SCHEDULE OF MEDICAL BENEFITS ON FORMS S4 MSCH-1 90/80/80 THROUGH S4 MSCH-4 90/80/80 ATTACHED HERETO IS ADDED TO THE PLAN DOCUMENT IN LIEU THEREOF.
2. NOTWITHSTANDING ANY PROVISION IN THE PLAN DOCUMENT TO THE CONTRARY, THE GEORGIA HEALTHSTAR PPO PLAN DOCUMENT AMENDMENT ON FORM S4 AMEND GA HEALTHSTAR ATTACHED HERETO IS HEREBY ADDED TO AND MADE A PART OF THE PLAN DOCUMENT.

EXCEPT AS STATED HEREIN, NOTHING CONTAINED IN THIS RIDER SHALL BE DEEMED TO ALTER ANY OF THE PROVISIONS OF THE PLAN DOCUMENT.

**APPROVED BY EMPLOYER:**

J. K. BOATWRIGHT & COMPANY

AS REQUESTED IN WRITING BY THE PLAN ADMINISTRATOR IN SEPARATE CORRESPONDENCE.

## SCHEDULE OF MEDICAL BENEFITS

THE MEDICAL BENEFITS PAYABLE UNDER THE PLAN WILL BE DETERMINED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE OF BENEFITS. THIS SCHEDULE APPLIES TO EACH COVERED EMPLOYEE AND EACH COVERED DEPENDENT SEPARATELY.

### PLAN YEAR

THE PLAN YEAR BEGINS AT 12:01 A.M. ON JANUARY 1 OF ONE YEAR AND ENDS IMMEDIATELY PRIOR TO 12:01 A.M. ON JANUARY 1 OF THE NEXT YEAR.

### PLAN YEAR DEDUCTIBLE

PER COVERED PERSON .....	\$ 250
PER FAMILY UNIT .....	\$ 500

### ADDITIONAL DEDUCTIBLE FOR FAILURE TO OBTAIN PRETREATMENT REVIEW

PER OCCURRENCE .....	\$ 300
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(SEE SUBSECTION A OF SECTION 8 FOR DETAILS AS TO WHEN THIS ADDITIONAL DEDUCTIBLE IS APPLICABLE.)

### COVERED PERCENTAGE FOR PLAN YEAR

DURING A PLAN YEAR, BENEFITS PAYABLE FOR MEDICAL CHARGES INCURRED DURING THE PLAN YEAR WHICH ARE IN EXCESS OF THE DEDUCTIBLE AMOUNT WILL BE DETERMINED AS FOLLOWS SUBJECT TO THE PROVISIONS, CONDITIONS AND LIMITS SET FORTH IN THE PLAN DOCUMENT, AND SUBJECT TO THE LIMITS WHICH FOLLOW IN THIS SCHEDULE. THE TERM "MEDICAL CHARGES" MEANS ONLY THOSE CHARGES DESCRIBED AS MEDICAL CHARGES IN SECTION 8.

FOR THE PURPOSE OF DETERMINING THE COVERED PERCENTS AND OUT-OF-POCKET MAXIMUMS, MEDICAL CHARGES ARE DIVIDED INTO THE FOLLOWING THREE CATEGORIES:

CATEGORY A - THIS CATEGORY APPLIES TO ELIGIBLE EXPENSES MADE BY PPO PROVIDERS.

CATEGORY B - THIS CATEGORY APPLIES TO ELIGIBLE EXPENSES MADE BY PROVIDERS WHICH ARE NOT PPO PROVIDERS IF:

1. SUCH EXPENSES ARE MADE BY PATHOLOGISTS, RADIOLOGISTS, OR ANESTHESIOLOGISTS IN CONNECTION WITH A COVERED INPATIENT PPO HOSPITAL STAY OR A COVERED OUTPATIENT PROCEDURE PERFORMED IN A PPO HOSPITAL;

**SCHEDULE OF MEDICAL BENEFITS**

**COVERED PERCENTAGE FOR PLAN YEAR (CONTINUED)**

2. SUCH EXPENSES ARE NECESSITATED BY AN EMERGENCY CONDITION (AS DEFINED IN SECTION 1), AND THEN ONLY TO THE FOLLOWING EXTENT: (A) IN THE CASE OF EMERGENCY OUTPATIENT TREATMENT, SUCH EXPENSES INCURRED WITHIN 24 HOURS OF THE ACCIDENT; AND (B) IN THE CASE OF INPATIENT HOSPITAL CONFINEMENT, SUCH EXPENSES INCURRED UP TO THE DAY THAT THE COVERED PERSON CAN REASONABLY BE EXPECTED TO SAFELY TRANSFER TO A PPO PROVIDER;
3. SUCH EXPENSES ARE FOR CARE, TREATMENT, SERVICES, OR SUPPLIES THAT ARE NOT PROVIDED BY ANY PPO PROVIDER; OR
4. SUCH EXPENSES ARE INCURRED OUTSIDE OF THE PPO SERVICE AREA (50 MILES OR MORE FROM THE NEAREST PPO PROVIDER).

CATEGORY C - THIS CATEGORY APPLIES TO ELIGIBLE EXPENSES WHICH ARE MADE BY ALL OTHER COVERED PROVIDERS WHO ARE NOT PPO PROVIDERS.

<u>BRIEF DESCRIPTION OF THE BENEFIT</u>	<u>COVERED PERCENTAGE</u>
1. MEDICAL CHARGES FOR THIRD MEDICAL OPINIONS AS REQUIRED BY THE PRÉTREATMENT REVIEW UNIT AS DESCRIBED IN PART 1 OF SUBSECTION A OF SECTION 8 ....	100%
2. ALL OTHER MEDICAL CHARGES	
MADE BY PROVIDERS IN CATEGORY A .....	90%
MADE BY PROVIDERS IN CATEGORY B .....	80%
MADE BY PROVIDERS IN CATEGORY C .....	80%

THE COVERED PERCENT IS 100% AFTER THE OUT-OF-POCKET MAXIMUM IS SATISFIED.

PLAN YEAR OUT-OF-POCKET MAXIMUM: THE COVERED PERSON'S OUT-OF-POCKET MAXIMUM IS THE MAXIMUM AMOUNT OF MEDICAL CHARGES IN EXCESS OF THE DEDUCTIBLE AMOUNT THAT THE COVERED PERSON MUST PAY DURING EACH PLAN YEAR DUE TO THE UNCOVERED PERCENT(S) IN NUMBER 2 ABOVE. THE OUT-OF-POCKET MAXIMUMS SHOWN BELOW DO NOT APPLY TO MEDICAL CHARGES USED TO SATISFY ANY DEDUCTIBLE OR TO CHARGES WHICH DO NOT QUALIFY AS MEDICAL CHARGES UNDER THE PLAN. THE OUT-OF-POCKET MAXIMUM IS AS FOLLOWS:

PER COVERED PERSON: \$1,000

PER FAMILY UNIT: \$2,000

## SCHEDULE OF MEDICAL BENEFITS

### BENEFIT LIMITS

BENEFITS PAYABLE PURSUANT TO THE PROVISIONS OF THE PLAN SHALL NOT EXCEED THE FOLLOWING BENEFIT LIMITS.

BRIEF DESCRIPTION OF BENEFIT	DAILY BENEFIT LIMITS
1. HOSPITAL INTENSIVE CARE UNIT ROOM AND BOARD	THREE TIMES THE CONFINING HOSPITAL'S AVERAGE DAILY CHARGE FOR SEMIPRIVATE ROOM & BOARD
2. ALL OTHER COVERED HOSPITAL ROOM AND BOARD	THE CONFINING HOSPITAL'S AVERAGE CHARGE FOR SEMIPRIVATE ROOM & BOARD

IN THE EVENT THE HOSPITAL HAS ONLY PRIVATE ROOMS, THE DAILY BENEFIT LIMIT FOR ROOM AND BOARD WILL BE BASED ON THE AVERAGE DAILY CHARGE FOR A SEMIPRIVATE ROOM IN THE CONFINING HOSPITAL'S GEOGRAPHIC LOCATION.

BRIEF DESCRIPTION OF BENEFIT	PLAN YEAR BENEFIT LIMIT
1. HOME HEALTH CARE .....	100 VISITS
2. SKILLED NURSING CARE FACILITY .....	30 DAYS TREATMENT & CONFINEMENT
3. PRIVATE NURSING CARE BY RN .....	\$10,000
4. RENTAL OF APNEA MONITOR, T.E.N.S. UNIT OR EQUIPMENT DESIGNED TO HELP BONES KNIT FASTER .....	\$200 EACH
5. RENTAL OF OTHER DURABLE THERAPEUTIC EQUIPMENT .....	100 DAYS
6. PROFESSIONAL VISITS TO CHIROPRACTORS .....	26 VISITS NOT TO EXCEED \$20 PER VISIT
7. PHYSICAL THERAPY WHICH DOES NOT BEGIN WITHIN 30 DAYS OF A COVERED SURGICAL PROCEDURE OR COVERED HOSPITAL ADMISSION .....	26 VISITS NOT TO EXCEED \$20 PER VISIT

**SCHEDULE OF MEDICAL BENEFITS**

**BENEFIT LIMITS (CONTINUED)**

BRIEF DESCRIPTION OF BENEFIT	OTHER BENEFIT LIMITS
1. HOSPICE CARE:	
INPATIENT HOSPICE CARE AND CONFINEMENT IN A HOSPICE .....	\$150 PER DAY UP TO \$6,000
OUTPATIENT HOSPICE CARE .....	\$4,000
BEREAVEMENT COUNSELING .....	\$200 PER FAMILY UNIT
2. SURGICAL REMOVAL, STORAGE, AND TRANSPORTATION OF A DONATED ORGAN .....	
	LIMITED TO \$10,000 PER COVERED TRANSPLANT PROCEDURE
3. ASSISTANT SURGEON'S FEES .....	
	NOT TO EXCEED 20% OF REASONABLE AND CUSTOMARY CHARGES FOR SURGEON'S FEES

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CHARGES FOR ROUTINE MEDICAL PREVENTIVE CARE AS DESCRIBED IN SUBSECTION B OF SECTION 8 WILL BE CONSIDERED MEDICAL CHARGES UP TO A BENEFIT LIMIT OF \$300.00 PER PLAN YEAR.

AFTER ANY SPECIFIC BENEFIT LIMIT DESIGNATED IN THIS SCHEDULE HAS BEEN REACHED, CHARGES INCURRED DURING THE REMAINDER OF SUCH BENEFIT LIMIT PERIOD WHICH ARE IN EXCESS OF THAT BENEFIT LIMIT, AND WHICH OTHERWISE WOULD BE CONSIDERED MEDICAL CHARGES PAYABLE UNDER THE PLAN, WILL CEASE TO BE MEDICAL CHARGES UNDER THE PLAN, AND CANNOT BE APPLIED TOWARDS SATISFYING THE COVERED PERSON'S OUT-OF-POCKET MAXIMUM OR ANY DEDUCTIBLE.

**MEDICAL MAXIMUM - \$2,000,000**

BENEFITS FOR ALL COVERED SICKNESSES AND INJURIES COMBINED ARE LIMITED TO A LIFETIME MAXIMUM OF \$2,000,000. (SEE DEFINITION OF "LIFETIME" IN SECTION 1.)

THE BRIEF DESCRIPTIONS OF BENEFITS SET FORTH IN THE SCHEDULE OF BENEFITS SHALL NOT BE CONSTRUED TO PROVIDE COVERAGE FOR ANY MEDICAL CHARGE THAT WOULD NOT BE A BENEFIT PAYABLE UNDER THE PLAN.

## PLAN DOCUMENT AMENDMENT

AS USED IN THIS AMENDMENT, "PLAN DOCUMENT" SHALL MEAN THE PLAN DOCUMENT OR THE SUMMARY PLAN DESCRIPTION TO WHICH THIS AMENDMENT IS ATTACHED.

THE PROVISIONS OF THE PLAN DOCUMENT TO WHICH THIS AMENDMENT IS ATTACHED ARE HEREBY REVISED AS FOLLOWS.

### HEALTHSTAR PPO

THIS PLAN OFFERS THE COVERED PERSON THE OPPORTUNITY TO SAVE MONEY IF HE USES THE SERVICES OF A PROVIDER WHO IS PARTICIPATING IN THE HEALTHSTAR PPO (HEREINAFTER REFERRED TO AS "PPO PROVIDER"). A COVERED PERSON MAY USE ANY COVERED PROVIDER HE CHOOSES (INCLUDING THOSE WHO ARE NOT PPO PROVIDERS), BUT TO RECEIVE THE BETTER BENEFITS DESCRIBED IN THE SCHEDULE OF MEDICAL BENEFITS AND IN THIS AMENDMENT, HE MUST USE A PPO PROVIDER.

THE NAMES AND ADDRESSES OF PROVIDERS PARTICIPATING IN THE PPO HEALTH PLAN ARE SET FORTH IN BOOKLETS, WHICH BY REFERENCE, ARE ALSO MADE A PART OF THE PLAN DOCUMENT. THIS LIST MAY CHANGE FROM TIME TO TIME. NOTWITHSTANDING THE PRINTED BOOKLET, THE NAMES AND ADDRESSES OF THE PARTICIPATING PROVIDERS ON FILE WITH THE PPO AT ANY GIVEN TIME SHALL CONSTITUTE THE OFFICIAL AND CONTROLLING LIST OF AUTHORIZED PROVIDERS.

### PLAN REVISIONS

1. IN PART 4 OF SUBSECTION B OF SECTION 8 (WHICH DESCRIBES MEDICAL CHARGES), SUBPART L IS DELETED IN ITS ENTIRETY, AND THE FOLLOWING IS SUBSTITUTED IN LIEU THEREOF:

L. CHARGES BY A LICENSED AMBULANCE SERVICE OR A HOSPITAL LICENSED TO PROVIDE AMBULANCE SERVICE, WHICH ARE:

- (1) FOR MEDICAL FIRST AID, SUPPLIES, AND/OR TRANSPORTATION, NECESSITATED BY A MEDICAL EMERGENCY AND/OR ACCIDENTAL INJURY; AND
- (2) NOT FOR TRANSPORTATION UNDERTAKEN BY THE COVERED PERSON TO SECURE THE TREATMENT OR SERVICES OF HIS PERSONAL PHYSICIAN; OR OF A PHYSICIAN, OR GROUP OF PHYSICIANS, OR INSTITUTE OF GREATER RENOWN OR GREATER DEGREE OF SPECIALIZATION; AND
- (3) INCURRED DURING OR INCIDENT TO TRANSPORTATION TO A LOCAL HOSPITAL, AND/OR TO THE NEAREST HOSPITAL WHICH CAN FURNISH NECESSARY SPECIAL TREATMENT AND SERVICES NOT AVAILABLE AT SUCH LOCAL HOSPITAL, IF NECESSITATED BY A MEDICAL EMERGENCY; OR
- (4) INCURRED DURING OR INCIDENT TO TRANSPORTATION TO A LOCAL PPO PROVIDER HOSPITAL, AND/OR TO THE NEAREST PPO PROVIDER HOSPITAL WHICH CAN FURNISH NECESSARY SPECIAL TREATMENT AND SERVICE NOT AVAILABLE AT SUCH LOCAL PPO PROVIDER HOSPITAL, IF NECESSITATED BY AN ACCIDENTAL INJURY WHICH IS NOT A MEDICAL EMERGENCY.

**PLAN DOCUMENT AMENDMENT**

**PLAN REVISIONS**

(CONTINUED)

UNLESS OTHERWISE SPECIFICALLY STATED HEREIN, THE BENEFITS DESCRIBED IN THIS AMENDMENT ARE SUBJECT TO ALL OF THE PROVISIONS, EXCEPTIONS AND LIMITATIONS OF THE PLAN DOCUMENT (INCLUDING THE LIMITATIONS STATED IN THE SCHEDULE OF MEDICAL BENEFITS).

THIS AMENDMENT SHALL NOT OTHERWISE VARY, ALTER OR EXTEND ANY OF THE TERMS OF THE PLAN DOCUMENT. THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE PLAN DOCUMENT.