A Dental Society Risk Retention Group
EASTERN DENTISTS INSURANCE COMPANY
Malpractice Insurance By Dentists, For Dentists®

Welcome North Carolina Dentists!

On the Cusp

An EDIC Publication
Volume 15 • April 2013

Conversations with Charlie

Twenty years ago, when someone mentioned Eastern Dentists Insurance Company (EDIC), it wasn't unusual to hear "Oh, you mean the Massachusetts Company?" Indeed, at that time, the statement was correct, since we had grown out of the Massachusetts Dental Society. EDIC was established as a "By Dentists, For Dentists"® company to allow its members to own and control their own professional liability destinies.

It wasn't long until our neighboring colleagues in Rhode Island noted EDIC's benefits, and the company received the Rhode Island Dental Associations (RIDA) endorsement to expand into that state. Soon after RIDA, EDIC was off and running to offer coverage to all of our New England colleagues. They too had a deep desire for self-determination and did not want to be at the mercy of the commercial insurance market.

Our next step, into Pennsylvania, prompted by the dental association there, propelled EDIC out of just the New England marketplace. An enthusiastic reception by our Pennsylvania colleagues continues to grow and foster today.

We were then ready to take on the challenges of New York and New Jersey, two states that have become rich with EDIC insureds in spite of intense competition from other companies. EDIC had now answered the call of dentists in the Northeast.

Not satisfied with stopping there, and wanting to share the benefits that evolved in 2011, EDIC entered the state

(Continued on page 4)

In the Spotlight

2013 EDIC Spring Webinar Series

Tiny Teeth: Baby's First Dental Visit

By Anubha Sacheti, DMD

— FOR EDIC INSUREDS ONLY —

Wednesday, May 29th, 2013, 7:00 PM, EST

Massachusetts state leader, Dental Head Start Program. Maintains a private practice in Massachusetts.

Recent guideline changes encourage children to be seen by the dentist prior to age one for their first dental exam. It's all about preventistry! Learn from a practicing pediatric dentist how to get over the hurdles of the age one visit.

Learning Objectives: Understand how to minimize the in-office crying, discover how to best schedule these patients, learn what's in the age one visit armamentarium, discuss when to refer to a specialist, understand if it is a billable exam/prophy/fluoride.

Which Tooth Is It? An Endo Diagnosis

By: Dr. John S. Olmsted DDS

Monday, May 20th, 2013, 7:00 PM, EST

Dr. Olmsted is in a group endodontist practice in Greensboro, NC and is currently an Adjunct Clinical Professor in Endodontics at the University of North Carolina and the University of Iowa.

Learning Objectives: Endodontics requires a high level of technical skills and biological understanding. Dr. Olmsted will share his 15 steps for endodontic diagnosis and treatment planning. At the conclusion of this course, the participants will be able to:

1. List the 15 steps of diagnosis with emphasis of medical history, dental history, and radiographs.
2. Outline utilization of percussion, biting pressure, and palpation.
3. Describe the difference between CO2 ice, Endo ice, and H2O ice.
4. Understand the criteria for endodontic treatment vs. extraction.

To learn more about these webinars and to register, go to: http://edicevents.webex.com

EDIC is an ADA-CERP recognized provider, and dentists may earn two CEU credits per session and be eligible for risk management insurance discounts.

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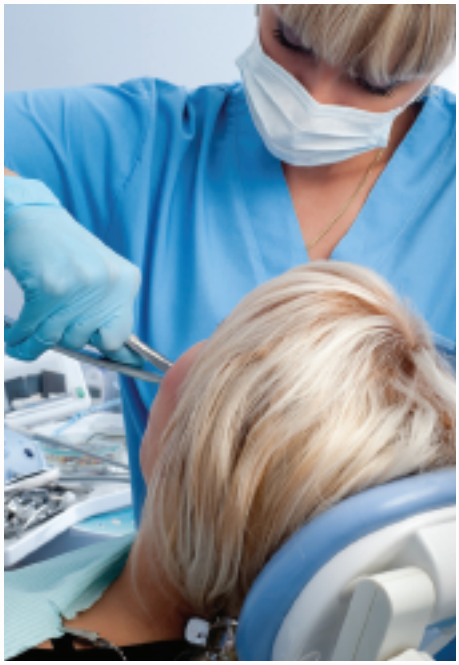
FYI: Case Study

Topic: Negligence and A $1M Law Suit - Pre-Treatment Mistakes To Avoid With Every Patient

Barry Regan | Vice President of Claims and Risk Management

The patient, a 40 year old female, initially presented to the office of the insured general dentist on 6/20/08 complaining of pain in the mandibular right molar area. She gave a history of having had root canal treatment started on tooth #31 in Florida which was never completed. A clinical examination was performed, a periapical radiograph was taken, and a treatment plan formulated. The dentist noted the presence of a partially impacted tooth #32, which the dentist recommended be removed prior to any work being completed on tooth #31.



On 6/27/08 under local anesthesia, 2% Xylocaine 1:100,000 Epinephrine, the tooth was surgically removed. A post-operative radiograph was taken, and pain medication and antibiotics were prescribed. The patient returned on 6/28/08 for a follow-up examination with a complaint of swelling of the right cheek and numbness of the lower right lip. The patient seen again on 7/02/08 and the insured noted in the chart that the patient was healing well and was not in any pain, but numbness was still present in her lower right lip. Sutures were removed on 7/09/08, and a panoramic radiograph was taken which revealed a "crack in her lower jaw". On clinical examination the insured noted that her bite, opening, and closing were all normal, and that the patient stated she could chew without restriction. Two treatment options were given: "go to a surgeon and fix the crack or follow the instructions and the crack will heal by itself". The patient elected to follow-up with an oral and maxillofacial surgeon.

The patient presented to the office of Dr. OS, an oral and maxillofacial surgeon, on 7/10/08 and was subsequently transferred to the hospital where a CT scan of the mandible revealed a comminuted right mandibular angle fracture through the third molar socket. The patient was started on intravenous antibiotics and was then taken to the operating room where a closed reduction was performed under general anesthesia utilizing four intermaxillary fixation screws and maximum mandibular fixation. Dr. OS noted in his operative note that a stable occlusion was present both pre- and post operatively. The patient was discharged the following day, and six weeks later the screws and intermaxillary fixation were removed.

The patient was seen again on September 8, 2008 at the office of Dr. OS. Her occlusion was noted to be stable and reproducible. She could open her mouth to 40 mm. without pain and shifting. No temporomandibular joint (TMJ) clicking and/or popping was noted. The numbness to her lower right lip and chin persisted. Because of the continuing numbness of the right lip and chin, the patient was referred by Dr. OS to Dr. VZ for evaluation for possible microsurgery. She was initially seen by Dr. VZ on 9/15/08 and reevaluated on 11/03/08. Mild spontaneous sensory improvement was present. She was instructed to return one month later, on 12/08/08 but cancelled the appointment and did not see Dr. VZ for any additional consultations or treatment.

The patient was also seen at the office of a general dentist, Dr. JN, with a complaint of her bite being off. Diagnostic study models were fabricated. She was referred by Dr. JN to Dr. JG, a prosthodontist, to evaluate her occlusal discrepancy. The records reflect that the patient never followed up with either Dr. JN or Dr. JG.

The patient filed suit in September of 2009. The patient alleged lack of informed consent, failure to refer to an oral surgeon, failure to take adequate pre-operative radiographs, negligent performance of the extraction, and negligent follow-up care. The patient alleges a permanent paresthesia, headaches, tinninitis, and a malocclusion as a result of the fracture. The patient alleges $25,000 in costs to repair the fracture, $6000 in orthodontics, followed by prosthetics at a cost of $30,000 which will need to be replaced at least once more in her lifetime.

The plaintiff had an expert opinion from an oral surgeon. This expert was critical of the insured for the lack of written informed consent. He directly relates the paresthesia to the extraction and additionally states that there is a related post-traumatic malocclusion which

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Case Study

perpetuates a chewing problem that is causing headaches. He states that the insured performed a non-emergency extraction without proper pre-treatment imaging. He also indicates that the extraction should have been referred to an oral surgeon. He states that the patient now needs orthodontic treatment and up to 27 crowns with replacements over her lifetime.

EDIC had the case reviewed by an expert oral surgeon. He opined that while the possibility of an inter-operative fracture during the removal of an impacted wisdom tooth is a known and recognized complication, it is incumbent upon the practitioner to obtain a written consent to include all possible complications from the surgery including the possibility of a jaw fracture, which was not done in this case. He further questioned how the insured was able to surgically remove a horizontal bony impaction without having a surgical assistant available to suction the area which would afford him proper visibility to do the surgery. He further stated that he would have classified the degree of difficulty of this impaction on a scale of 1-10, taking into account the tooth's position and the age of the patient, to be in the area of a 7, which should have indicated to the insured that this might be a case better referred to an oral surgeon. The expert stated, however, that the general dentist did not have the proper radiographic information to make that call. The periapical film taken did show the entire crown and root of the impacted tooth, however, it did not clearly show the relationship of the apex of the tooth to the mandibular canal. The expert opined that this is the reason panoramic radiographs are usually the type of radiographs taken by oral and maxillofacial surgeons prior to the extraction of an impacted tooth.

The expert also did an exam of the patient in September of 2011. The examination did demonstrate a significant sensory deficit to the patient's right lower lip and chin region. Oral mucosal tissues of the inside of her lower lip on the right side also had a sensory deficit. The expert concluded that the findings were consistent with an injury to the right inferior alveolar nerve. He also opined that he could not evaluate the patient's occlusion because she continuously contorted her lower jaw to the left during the examination. Although the patient stated that that was the way her bite had been since her surgery, the expert could find no credibility to that statement. It was his opinion that the bite the patient presented with was not her normal bite and was a contrived position.

In her deposition, the patient stated that on July 19, 2008 the insured offered the patient a "deal". The insured made out a refund check for $445.00 and presented the patient with a release form to sign. The release form, in the amount of $445.00 also had a hand written offer of paying the cost of the treatment for the broken jaw, and a promise of three years of free dentistry services. The patient stated that this was an admission of negligence on behalf of the insured dentist. The insured admitted to making the offer, but stated the refund was a deposit for the root canal that was not done, and the rest of the offer was because he knew the patient was struggling to pay her medical bills and he wanted to keep her to maintain a good relationship with the patient, who had referred several friends and co-workers to him.

EDIC discussed the case with the insured, and advised him that it would be a difficult case to win at a trial due to the negative expert opinion, the lack of a proper pre-operative radiograph, and the lack of a written informed consent form. He agreed and gave his permission to settle the case.

The patient's first demand to settle the case was for the policy limit of $1 million. EDIC offered $150,000. We argued that the patient's complaints of headaches, ear ringing, and malocclusion were subjective at best and not likely to be believed by a jury. Because of the wide gap in the positions of the two sides, we agreed to go to binding arbitration in front of a retired judge. After an all-day hearing, the arbitrator found in favor of the patient and awarded $300,000 in damages.

Risk Management Comments

It can be a difficult decision for a general dentist to determine when it is in the best interests of a patient to refer them to a specialist. However, in order to make that decision, a dentist also must have the appropriate radiographic information to make an intelligent decision. It was hard for EDIC to defend the decision not to refer the patient when the pre-treatment periapical radiograph did not show the relationship between the root of the tooth and the nerve canal. More often these days we are seeing allegations of failing to do a cone beam CT scan prior to wisdom teeth extractions, so defending a decision to extract a tooth with only a periapical radiograph is almost impossible.

Also, we get a lot of questions about returning fees to a patient. EDIC encourages dentists to call us when they find themselves in this situation. In this case study, the dentist took it upon himself to make some sort of an offer, and the patient tried to use the offer as an admission of negligence. Any offer to refund a fee to a patient should always be accompanied by a statement from the dentist saying that the refund is a gesture of good will, and not an admission of any negligence on their behalf. It will help later if the patient refuses the offer and files a law suit. A dentist should always call EDIC prior to making such an offer so we can help the dentist make the offer in such a way as to not open the dentist up to any further liabilities.

(Continued from page 1)

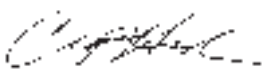
of Virginia. By uniting with our southern colleagues, EDIC's growth continues and offers a dentist-owned mutual structured company as an alternative to traditional companies which are profit driven.

In 2013, through a joint agreement with the Medical Security Company, EDIC will become the major insurer in the North Carolina dental market. This also includes the endorsement of the North Carolina Dental Society. EDIC is no longer "the Massachusetts Company" but now extends down the East Coast as a strong, stable regional company.

This success is due to the unity and support of our colleagues and profession. It is also due to EDIC's superior products and services. Not satisfied with just providing great insurance coverage, EDIC, along the way, has added such valuable benefits as original publications and white papers, a new dentist transition guide, a free job board, first class educational webinars, and associated ADA-CERP approved continuing education credit, and an "800" incident hot line.

In addition to the finest risk management and claims management available, EDIC goes to the wall to defend its dentists who are also its owners. No wonder EDIC has boasted a 99% retention rate since its inception. Our colleagues, who join us, stay with us.

These accomplishments and expansion come at the same time that EDIC has returned premium to its members, supported dental societies, has generously given to support the dental schools and their students, our future colleagues, in all the states where EDIC does business. This is a company that is truly dedicated to our profession and its growth and expanded services exhibit its success.



Charles P. Hapcook, DDS
President & CEO, EDIC
chapcook@edic.com

EDIC Welcomes Southern Hospitality From NC Dentists

It is with great enthusiasm that EDIC welcomes our North Carolina colleagues to our "By Dentists, For Dentists"® company. As of January 1st, EDIC signed an agreement with Medical Security, a subsidiary of Medical Mutual Insurance Company of North Carolina (MMICNC), to acquire its dental professional liability insurance business. EDIC will partner with MMIC Agency, also a subsidiary of Medical Mutual, to serve as EDIC's exclusive agent in North Carolina and they will continue to service NC dentists with commercial insurance needs.

Medical Mutual℠
MMIC AGENCY, LLC

(L to R) Dale Jenkins, Chief Executive Officer, Medical Mutual Insurance Company of North Carolina with Dr. Charlie Hapcook, President and CEO, EDIC.

As of April 1, 2013, once dentists transition from Medical Security to EDIC, all North Carolina dentists will experience the benefits of EDIC's coverage, value-added benefits, and exceptional customer service. EDIC will work side-by-side with MMIC to make sure our colleagues get the best that they deserve. EDIC has no doubt that we will continue to excel with our 99% customer retention rate.

Along with EDIC's presence in the Tar Heel State, we also welcome two prominent dental schools, UNC School of Dentistry and East Carolina University School of Dental Medicine to our growing list of dental schools. EDIC will begin to support both dental school programs as we do with the other 11 dental schools we already have affiliations with on the East Coast. There is nothing better than working with future dental colleagues to build unity and support for our profession.

For more information on this transition, please go to EDIC's website at www.edic.com or contact EDIC at 800-898-3342, or MMIC at 800-662-7917.

North Carolina Dental Society Endorses EDIC

Once the agreement was made with Medical Security, a subsidiary of Medical Mutual Insurance Company of North Carolina (MMICNC), to acquire MMICs dental professional liability insurance business, the North Carolina Dental Society (NCDS) recognized EDIC's commitment to organized dentistry and has endorsed EDIC as the preferred dental professional liability carrier for its members. Starting March 1st, you will begin to see the NCDS endorsement indicia on EDIC collateral and marketing pieces to demonstrate our dedication to our dental societies. To renew your NCDS membership, EDIC has added a link to our homepage for a quick and easy renewal process. For more information, go to www.edic.com and click on the NCDS logo.

Alec Parker, DMD
Executive Director, North Carolina Dental Society and General Manager, North Carolina Services for Dentistry, Inc.

EDIA Insight

Protecting Employee Health and Peace of Mind with Needlestick Testing

Healthcare professionals face enough challenges. You shouldn't be left worrying following a needlestick incident. With The Hartford's workers' compensation coverage, you can have confidence that payment for initial testing after an accidental needlestick is covered — for the employee *and* the patient.* We want to provide you and your employees peace of mind after a needlestick by attempting to identify any resultant medical issues as quickly as possible.

In the event of an accidental needlestick or other "sharps" injury, follow your office protocol for Universal Precautions and CDC guidelines for management of needlestick/sharps incidents. Then, please follow these steps to ensure access to fast, appropriate care and claims resolution:

- Report the incident to the office manager.
- The office manager should contact The Hartford's Loss Connect at 1-800-327-3636 to report the claim.
- The practitioner should ask the patient to get a precautionary blood test; a signed authorization must be obtained.
- If the patient agrees, he or she can choose any appropriate medical provider — primary doctor, walk-in clinic, or medical lab are all suitable choices; test results should come directly to the practitioner.
- Blood borne pathogen standards currently require three assays on the blood:
  - Hepatitis B
  - HIV
  - Hepatitis C
- The employee should also get a blood test. The Hartford's Network Referral Unit can provide the name of a suitable network provider. Call 1-800-327-3636 and select 4 at the prompt.
- The blood tests, for both patient and employee, ideally should be taken as soon as possible following the incident.
- The claims handler will provide your office with the address where bills for the patient's tests should be submitted for reimbursement.
- Other medical bills, including the employee blood test, should be submitted normally.

* To help ensure "source patient" confidentiality and encourage participation, The Hartford requires the healthcare provider to pay the initial laboratory charge, then follow a protocol to remove individually identifiable patient information. The Hartford will fully reimburse all applicable laboratory charges incurred.

OSHA Bloodborne Pathogens Standard (29 CFR 1910.1030)

This is the most frequently requested and referenced OSHA standard affecting medical and dental offices. Some basic requirements of the OSHA Bloodborne Pathogens standard include:

- A written exposure control plan, to be updated annually.
- Use of universal precautions.
- Consideration, implementation and use of safer engineered needles and sharps.
- Use of engineering and work practice controls and appropriate personal protective equipment (gloves, face and eye protection, gowns).
- Hepatitis B vaccine provided to exposed employees at no cost.
- Medical follow-up in the event of an "exposure incident".
- Use of labels or color-coding for items such as sharps disposal boxes and containers for regulated waste, contaminated laundry and certain specimens.
- Employee training.
- Proper containment of all regulated waste.

For more information, go to OSHA's Bloodborne Pathogens and Needlestick Prevention Safety and Health Topics web page at: https://www.osha.gov/SLTC/bloodbornepathogens/index.html.

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Protect Your Retirement Dreams In The Event of A Disability

Have you been contributing money to a retirement plan? If yes, then you are doing a great job and you're on the way to meeting you retirement goals. Have you ever thought about what would happen to your retirement contributions if you became disabled? You will most likely not have any earned income to contribute to a retirement account. Would you be able to continue saving for retirement without your income?

A disability could disrupt your retirement savings in more ways than one:

- Your contributions to Social Security would stop.
- Contributions to your retirement savings plan such as a 401(k) or 403(b) would also stop, as would any employer matching contributions.
- If you lose your job due to a disability, you will no longer accrue additional benefits such as a pension, IRA, etc.

There is a way to continue to build a retirement fund in the event of a disability. Some disability insurance carriers now offer a disability insurance policy which helps you continue saving for retirement. These policies are ideal if you are serious about saving for retirement and have maxed out your personal disability income insurance benefits.

Upon a qualifying disability, this type of policy would pay monthly benefits directly to a trust to help you continue saving for retirement. The trust then invests the benefits based on your risk tolerance in various investment options within the trust. At retirement age (varies by policy, but typically age 65 or 67), you would start receiving income payments from the trust. These payments would continue until death or until the funds have been exhausted.

Pradeep K. Audho,
Insurance Professional

Left to right: Brittany Brier - Director of Customer Service, Pradeep Audho - Insurance Broker, Stephen Dellelo - Insurance Brokerage Manager, Jason Cooper - Insurance Broker/CPA.

When shopping for this type of policy, you should consider the following:

- Benefits with an inflation option
- Ability to increase coverage amounts without evidence of insurability
- Non-cancelable, guaranteed renewable coverage
- Benefit periods that will coincide with extended retirement ages (such as age 65 or 67)
- A policy that allows you to decide how to invest your benefits; based on your risk tolerance level
- Some carriers do not require that you currently contribute to a retirement plan.
- A typical policy costs about half of one percent of your income to protect about 13-15% of your income in retirement contributions (each person's situation will be different)

You will have the peace of mind knowing that your retirement dreams are protected in case you become disabled. Remember to find a knowledgeable independent insurance broker to explain your options available from multiple insurance companies. Understand what scenarios are covered and to what extent they are covered. It is important to select a policy that will provide the proper amount and type of financial support in your time of need.

Disability Income Insurance policies have limitations and exclusions. Features and costs vary by insured's occupation, age, health and state of residence. For costs and complete details of coverage, contact your personal insurance broker/agent. The information presented here is not specific to any individual's personal circumstances and is provided for general information and educational purposes based upon publicly available information from sources believed to be reliable. We cannot assure the accuracy or completeness of these materials. The information in this article may change at any time and without notice.

EDFIA
EASTERN DENTAL FINANCIAL INSURANCE AGENCY

National Search For New EDIC CEO

Dr. Charles P. Hapcook, President & CEO of Eastern Dentists Insurance Company (EDIC), officially announced his retirement on February 19th. Charlie will officially retire on December 31, 2013. He will continue to serve as Chairman of the EDIC Board of Directors thereafter.

EDIC has engaged the firm of Russell Reynolds Associates in Boston to perform a national search for Dr. Hapcook's replacement. Potential applicants may contact the search firm directly and learn about the criteria needed for this position. For more information, contact David Seeley at Russell Reynolds Associates, david.seeley @russellreynolds.com, 617-722-6255.

EDIC Board of Directors NC Nomination

Dr. John Olmsted, DDS, was recently nominated to represent our North Carolina colleagues on the EDIC Board of Directors. He is an active member of the Board of Directors of the Medical Mutual Insurance Company of North Carolina. Dr. Olmsted is in a group endodontist practice in Greensboro and is currently an Adjunct Clinical Professor in Endodontics at the University of North Carolina and the University of Iowa.

More news on Dr. Olmsted's nomination will be officially announced in June after EDIC's Annual Meeting.

See page 1 for Dr. Olmsted's EDIC webinar on May 20, 2013.

EDIC In Our Dental Community

UCONN Health Center Student Scientific Research Day

Luncheon for key supporters of UCONN student scholarships, fellowships and internships including EDIC's President & CEO, Dr. Charlie Hapcook.

EDIC Booth at Yankee Dental Congress in Boston February 1, 2013

(L to R) EDIC VP of Sales, Jack Dombek and EDIC VP of Claims and Risk Management, Barry Regan.

Matthew Boylan Scholarship Award at the Yankee Dental Congress Student Lecture

(L to R) EDIC President & CEO - Dr. Charlie Hapcook, scholarship recipient from TUFTS - Danielle Currier, Dean Huw Thomas from Tufts University School of Dental Medicine.

INSURANCE FOR The EDIC Dental Student Program

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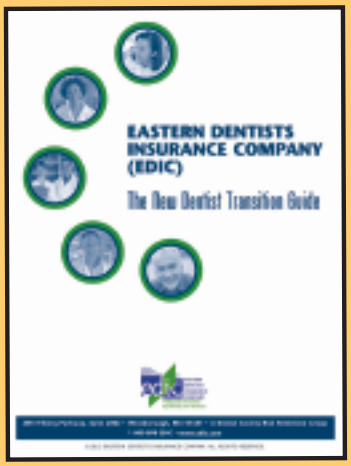
The EDIC New Dentist Transition Guide: A New Student Event

EDIC was excited to host three student events this spring that offer ***The EDIC New Dentist Transition Guide***. The events were held at TUFTS School of Dental Medicine, SUNY Buffalo School of Dental Medicine, and UPITT School of Dental Medicine. Dr. Michael Cooper, DMD, and an EDIC Young Dentists Advisory Committee (YDAC) member spoke at these events discussing the many topics that new graduates and young dentists think about once graduation day approaches. The Guide outlines potential career paths, examinations and licensure information, selecting insurance and a post-graduate checklist. We are also currently working on adding information to the Guide pertaining to interview questions and what to look for in a new practice that may be a liability risk for you in an office atmosphere.

To download ***The EDIC New Dentist Transition Guide***, go to: www.edic.com/Transition_Guide.htm.



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Note From the Editor

On behalf of the EDIC staff, I would like to welcome North Carolina dentists. We are both proud and humbled to be endorsed by the North Carolina Dental Society and selected by Medical Security to continue their service to North Carolina dentists. As with all of our customers, we will work very hard to earn your confidence and trust.

A North Carolina dentist recently emailed me an advertisement from one of our competitors. It is a huge commercial insurance company that handles a relatively small dental book compared to their other medical professional book of business. Our competitor bragged, We have so many insured's...We have managed so many claims...We have so much in assets. The lawyer in me had to chuckle – nothing like having a competitor make your case for you. Yes, it's all about them—their vast numbers of clients and claims. That, my dentist friends, is the EDIC difference. EDIC is all about you. You are not a number, but a revered colleague. At EDIC, dentists are our only business. When you purchase an EDIC policy you buy a share in a company that's "By Dentists, For Dentists"®. Just like the 4,300 forward-thinking dentists who have signed up before you, you take ownership in your insurance company. The best testament to the success of this concept is EDIC's 99% retention rate.

EDIC is here to answer any questions you may have. Give us a call. Or call our dentist president or any one of our dentist board members listed on the left. We are always available to answer any questions or support our dentist colleagues in every way. Join us Now.

Sheila A. Anzuoni, Esq.
Executive Vice President and COO, EDIC
sanzuoni@edic.com

We welcome your comments about *On the Cusp*. Please contact our editor, Sheila A. Anzuoni, at sanzuoni@edic.com, or call at 1-800-898-3342.

Join Our Community!

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