

Delta Dental PPO (Point-of-Service)

This Contract is effective the 1st day of July, 2010 A.D., by and between Wyoming Public Schools, hereinafter referred to as the Contractor and Delta Dental Plan of Michigan, Inc., a Michigan non-profit corporation, hereinafter referred to as Delta Dental.

Section I. Declarations

The benefits afforded are only with respect to such benefits as are indicated in this Contract. Delta Dental's liability is limited to the benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section supersedes any contrary provision of the subsequent sections of this Contract.

- A. **Effective Date of Contract Year:** 12:01 A.M. Standard Time, July 1, 2010 A.D.
- B. **First Renewal Date:** July 1, 2011
- C. **Group Number:** 0006288-0003
- D. **Eligibility (Subscribers and dependents):**

All teachers, custodians/mechanics and office personnel (48 weeks) who do not choose the Contractor-sponsored medical health program as certified to Delta by the contractor as subscribers eligible for full family coverage and who do have dental through another source and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Dependents of above mentioned Subscribers are also eligible.

Where two legally married Subscribers are eligible under the same Contract, they may be enrolled as both a Subscriber on their own application card and as a dependent on their spouse's application card. Dependent children may be enrolled on both application cards as well. Delta Dental will coordinate benefits.

- E. **Waiting Period:**

All new Subscribers (and their dependents, if covered above), defined as eligible Subscribers added to the covered group who are hired after the effective starting date of the Contract will be eligible for enrollment on the first day of employment.

- F. **Deductible:** None.

G. Covered Services:

	PPO Dentist	Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays
Class I Benefits			
Diagnostic and Preventive Services - includes exams, cleanings, fluoride, and space maintainers	50%	50%	50%
Emergency Palliative Treatment - to temporarily relieve pain	50%	50%	50%
Brush Biopsy - to detect oral cancer	50%	50%	50%
Radiographs - X-rays	50%	50%	50%
Class II Benefits			
Major Restorative Services - includes crowns	50%	50%	50%
Minor Restorative Services - includes fillings	50%	50%	50%
Periodontic Services - to treat gum disease	50%	50%	50%
Endodontic Services - includes root canals	50%	50%	50%
Oral Surgery Services - extractions and dental surgery	50%	50%	50%
Relines and Repairs - to bridges and dentures	50%	50%	50%
Other Basic Services - misc. services	50%	50%	50%
Class III Benefits			
Prosthetic Services - includes bridges, implants, and dentures	50%	50%	50%
Class IV Benefits			
Orthodontic Services - includes braces	50%	50%	50%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

- Oral exams are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Benefits for cephalometric X-rays and photographs are not limited to Orthodontics.
- Benefits for diagnostics casts are not limited to Orthodontics.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Vestibuloplasty and excision of odontogenic tumors are Covered Services.
- Implants and implant related services are payable once per tooth in any five-year period.

Enrollees can receive expert dental care when they are outside of the United States through our Passport Dental program. Passport Dental gives our enrollees access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help them schedule care. Delta Dental coverage outside of the United States is the same as Delta Dental coverage within the United States. Access to the Passport Dental program is offered through an agreement with a third party vendor, and it may not be available if that agreement terminates.

H. Maximum Payment: \$2,500 per person total per contract year on all services except Orthodontics. \$2,500 per person total per lifetime on Orthodontic Services.

I. Rate(s):

REFER TO MESSA-PAK RATE

ADDENDUM

Notwithstanding anything contained herein to the contrary, Section III(B)2 *shall read*:

Eligible dependents include your spouse and your unmarried children from birth until the end of the calendar year of their 19th birthday, your unmarried children who are between the ages of 19 and the end of the calendar year of their 25th birthday, and your unmarried children who are full-time students at any age. Unmarried children between the ages of 19 and 25 and unmarried children who are full-time students, age 25 or older, must be dependent on you for a majority of their support.

Note: If your child is mentally or physically handicapped when coverage would terminate due to his or her age, coverage may be continued by submitting to Delta Dental within 31 days prior to termination, written proof that your child is incapable of self-sustaining employment by reason of mental or physical handicap and that your child is dependent upon you for the majority of his or her support and maintenance. The coverage on your child may be continued, but not beyond the termination of such incapacity and such dependence. Under no circumstances will mental illness be considered a cause of incapacity nor will it be considered a basis for continued coverage. A physician's certificate certifying the existence of physical or mental incapacity described is submitted to Delta Dental in such form as Delta Dental may prescribe.

ADDENDUM

Due to an administration agreement in effect between Delta Dental Plan of Michigan, Inc. and MESSA, this Contract is amended as follows:

SECTION II (X) shall read:

Rate shall mean the amount, per Subscriber and subscriber classification, the Contractor agrees to pay MESSA each month; this amount, or the information necessary to compute it, is specified in the Declarations Section I(I).

SECTION VI (B) shall read:

1. To pay MESSA the monthly rate specified in the Declarations Section of this Contract. To ensure timely coverage, the amount to be paid will be due by the 5th of the month of the intended coverage. For example: the premium for April coverage is due on April 5th. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in rates, benefits, or copayments to correct potential adverse group experience resultant from the following:

- a. Information provided upon enrollment proves to be in error; or
- b. Terms and provisions of the Contract are violated; or
- c. Initial size or composition of the group changes to the extent it adversely affects the rates.

Delta Dental shall provide the Contractor written notice 30 days prior to implementation of any such adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, at its sole option, implement this or an alternative adjustment or cancel this Contract.

2. To enroll as Subscribers with MESSA all eligible employees or members of the Contractor and to list, if covered, all Eligible Dependents of those employees or members, to the extent required under the Contract. The Contractor will provide MESSA with updates to Subscribers and, if applicable, all Eligible Dependents as necessary, but no less than monthly.
3. To permit MESSA, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the Subscribers and Eligible Dependents submitted to MESSA. Clerical errors or delays in keeping or relaying data will not invalidate eligibility that would otherwise be validly in force or continue eligibility that would otherwise be validly terminated, if, after discovery of the errors or delays, an equitable adjustment of the Contractor's payments can be made in a reasonable period of time.
4. To provide each Subscriber with a privacy notice and a standard certificate of the Benefits provided under this Contract. Delta Dental will provide the privacy notice and certificate to the Contractor.
5. To collect and remit to MESSA any amounts that the Contractor's employees are required to pay to MESSA under this Contract or any written employment contracts, including amounts for COBRA continuation coverage. Any amounts not collected will be the responsibility of the Contractor.

Should the Contractor collect any amounts paid by employees and not remit them to MESSA in a timely fashion, with the result that an eligible person's coverage is lost, the Contractor, not MESSA nor Delta Dental, will be liable for any benefits to which the eligible person may have been entitled but for the Contractor's tardy remittance or failure to remit, unless, after discovery of the errors or delays, an equitable adjustment of the Contractor's payment can be made in a reasonable period of time.

SECTION VIII (C) shall read:

The Contractor fails to furnish MESSA with accurate enrollment data pursuant to Section VI(B)2; or

SECTION VIII (F) shall read:

The Contractor refuses to allow MESSA (by MESSA's auditors or other authorized representatives) to inspect the Contractor's records in order to verify the accuracy of eligible Subscribers and Eligible Dependents; or

All other parts and conditions of this agreement shall remain in full force and effect.

Section II. Definitions

A. Benefits

means payment for dental services that have been selected under the Contract.

B. Children

means the Subscriber's natural Children, stepchildren, adopted Children, Children by virtue of legal guardianship, or Children who are residing with the Subscriber during the waiting period for adoption or legal guardianship.

C. Concurrent Care Claims

means claims for benefits where an ongoing course of treatment has been agreed to by Delta Dental and/or the administrator of the Plan and the coverage for that treatment is reduced or terminated before the treatment has been completed. A Concurrent Care Claim may also arise if the eligible person asks the Plan to extend coverage beyond the time period or number of treatments previously agreed to.

D. Contract

means this document, including, if applicable, any appendices, supplements, riders, successor agreements, evergreen renewal letters, or renewals now or hereafter issued or executed.

E. Contract Year

means the 12-month period beginning on the first effective date of the Contract and each 12-month renewal period thereafter.

F. Copayment

means the percentage of the charge, if any, that the Subscriber must pay for Covered Services.

G. Covered Services

means the unique dental services selected for Benefits as described in the Declarations Section and subject to the terms and conditions of this Contract.

H. Deductible

means the amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for services under this Contract. If the Contractor has selected a Deductible, it will be indicated in the Declarations Section.

I. Delta Dental

means Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental service benefits. Delta Dental is not a commercial insurance company.

J. Delta Dental Plan

means an individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.