DELTA DENTAL®

CONTRACT

Delta Dental of Michigan, Ohio, Indiana
QUALITY ISO 9001 CERTIFICATION

OCT 0 1 2014

DELTA DENTAL®

Delta Dental of Michigan, Ohio, Indiana QUALITY ISO 9001 CERTIFICATION

Delta Dental Contract
For
Petoskey Public Schools

This ("Contract") is entered into by and between Petoskey Public Schools (the "Contractor") and Delta Dental Plan of Michigan, Inc., a Michigan non-profit corporation ("Delta Dental"). This is a legally binding contract between the Contractor and Delta Dental and is effective on October 1, 2014, the ("Effective Date").

SECTION I - DECLARATIONS

The Benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. 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 and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, October 1, 2014

B. **First Renewal Date:** July 1, 2015

C. **Client Number**: 0372-0014

D. **Rate(s):**

REFER TO MESSA-PAK RATE

DELTA DENTAL PLAN OF MICHIGAN, INC.

BY: Laura L. Golada
President and CEO

DATE: October 1, 2014

CONTRACTOR

BY: _____
(Authorized Signature)

_____
(Title)

BY: _____
(Witnessed By)

_____
(Title)

DATE: _____

DELTA DENTAL®

Delta Dental of Michigan, Ohio, Indiana QUALITY ISO 9001 CERTIFICATION

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0372-0014
Petoskey Public Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Michigan

Benefit Year – October 1, 2014 through June 30, 2015; thereafter, July 1 through June 30

Covered Services –

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – 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%
Basic Services			
Minor Restorative Services – fillings and crown repair	50%	50%	50%
Endodontic Services – root canals	50%	50%	50%
Periodontic Services – to treat gum disease	50%	50%	50%
Oral Surgery Services – extractions and dental surgery	50%	50%	50%
Major Restorative Services – crowns	50%	50%	50%
Other Basic Services – misc. services	50%	50%	50%
Relines and Repairs – to bridges, implants, and dentures	50%	50%	50%
Major Services			
Prosthodontic Services – bridges, implants, and dentures	50%	50%	50%

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) 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 diagnostic casts are not limited to Orthodontics.
- Composite resin (white) restorations are Covered Services on posterior teeth.

- Porcelain and resin facings on 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.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $1,000 per person total per Benefit Year on all services.

Deductible – None.

Waiting Period – Employees who are eligible for dental benefits are covered on the first day of employment.

Eligible People – All Paraprofessionals 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 COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable. The Contractor pays the full cost of this plan.

Also eligible are your legal spouse and your dependent children.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

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 (R) ***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. Benefit Year

means the calendar year, unless the Contractor elects a different period to serve as the Benefit Year.

B. Benefits

means payment for the Covered Services that have been selected under the Contract.

C. 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.

D. Contract

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

E. Copayment

means the percentage of the charge, if any, that an Eligible Person must pay for Covered Services.

F. Covered Services

means the unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms and conditions of this Contract.

G. Deductible

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

H. Delta Dental

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

I. 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.

J. Delta Dental PPO

means Delta Dental's national preferred provider organization program that can reduce the out-of-pocket expenses for Eligible Persons if they receive care from a Delta Dental PPO Dentist.

K. Delta Dental Premier

means Delta Dental's managed fee-for-service dental benefits program.

L. Dentist

means a person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

1. **Delta Dental PPO Dentist (PPO Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO.

2. **Delta Dental Premier Dentist (Premier Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier.

3. **Nonparticipating Dentist** means a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO or Delta Dental Premier.

4. **Out-of-Country Dentist** means a Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Premier Dentists are sometimes collectively referred to herein as **"Participating Dentists."** Wherever a definition or provision of this Contract differs from another state's Delta Dental Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist shall be controlling.

Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as "**Non-PPO Dentists.**"

M. Eligible Dependent(s)

means (1) the Subscriber's legal spouse and (2) any other dependents who meet the criteria for eligibility set forth in the Eligibility Section or Summary of Dental Plan Benefits. If dependent coverage has been selected, it will be indicated in the Summary of Dental Plan Benefits.

N. Eligible Person(s)

means any Subscriber or Eligible Dependent under this Contract.

O. Maximum Approved Fee

means a system used by Delta Dental to determine the approved fee for a given procedure for a given Participating Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:

1. The Submitted Amount.

2. The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.

3. The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.

Delta Dental may also approve a fee under unusual circumstances.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

P. Maximum Payment

means the maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payment is specified in the Summary of Dental Plan Benefits.

Q. Nonparticipating Dentist Fee

means the maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

R. Open Enrollment Period

means the period of time as determined by the Contractor, during which an Eligible Person may enroll or be enrolled for Benefits.

S. Out-of-Country Dentist Fee

means the maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

T. Post-Service Claims

means claims for Benefits that are not conditioned on the Eligible Person seeking advance approval, certification, or authorization to receive the full amount for any Covered Services. Post-Service Claims arise when the Eligible Person receives the dental service or treatment before the claim is filed for Benefits.

U. PPO Dentist Schedule

means the maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.

V. Pre-Treatment Estimate

means a voluntary and optional process where, at the request of a Subscriber, Eligible Dependent or Dentist, Delta Dental issues a written estimate of dental benefits that may be available for a proposed dental treatment under the terms of the Subscriber's coverage.

Pre-Treatment Estimate is for informational purposes only and is not required in advance of obtaining dental care or as a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided on a Pre-Treatment Estimate notice is determined based on the information provided to Delta Dental and the benefits available for the Subscriber or Eligible Dependent on the date the notice is issued. It is not a guarantee of future dental benefits payment.

Availability of dental benefits at the time a dental service is completed depends on several factors. These factors include, but are not limited to, eligibility for benefits, annual or lifetime Maximum Payments, coordination of benefits, Contract and Dentist status, Contract limitations, and any other Contract provisions, together with any additional information or changes to the dental treatment. A request for a Pre-Treatment Estimate is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.

W. Premier Dentist Schedule

means the maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Plan.

X. Processing Policies

means Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of claims. The Processing Policies may be amended from time to time.

Y. Rate

means the amount, per Subscriber and Subscriber classification, the Contractor agrees to pay Delta Dental each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

Z. Submitted Amount

means the amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge the Eligible Person for the difference between this amount and the amount Delta Dental approves for the treatment.

AA. Subscriber

means all people who are members or employees of the group specified in the Summary of Dental Plan Benefits, are certified as being eligible by the Contractor, and are enrolled to receive Benefits under this Contract.

BB. Summary of Dental Plan Benefits

means a description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Contract, and supersedes any contrary provision of this Contract.

CC. This Plan

means the dental coverage established for Eligible Persons pursuant to this Contract.

SECTION III. Eligibility

A. Effective Date of Eligibility

1. **Initial Effective Date:** All Subscribers on the Effective Date of this Contract are immediately eligible for Benefits. If Eligible Dependents of a Subscriber are covered by this Contract, their eligibility commences on the same date as the Subscriber.

2. **After the initial Effective Date:** For all Subscribers (and their Eligible Dependents, if dependent coverage is selected) not associated with the Contractor on the initial Effective Date of this Contract, eligibility for Benefits will begin following whichever of the following dates is applicable:

   a. Newly hired or rehired employees: The date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.

   b. Spouse: Date of marriage.

   c. Newborn: Date of birth.

   d. Legal adoptions or guardianships: Date that the legal petition for adoption or guardianship becomes legally final, or the date on which the Child begins residing with the Subscriber and the Subscriber assumes responsibility for the Child while waiting for adoption or guardianship to become final.

   e. Stepchild: Date that the Child's natural parent becomes an Eligible Dependent.

   f. All others: Date that Delta Dental approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Child or Eligible Dependent.

B. General Eligibility Rules

1. No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as a Subscriber or currently listed or acknowledged that person as an Eligible Dependent, unless the enrollment or listing is otherwise allowed under this Contract. In no event will retroactive updates to eligibility be accepted for an effective date more than six months prior to receipt of the update by Delta Dental.

2. Unless the eligibility requirements stated in the Summary of Dental Plan Benefits are different, an Eligible Dependent is:

   a. The legal spouse of the Subscriber; or

   b. Unmarried Children of the Subscriber who have not yet reached the dependent age limit stated in the Summary of Dental Plan Benefits; or

   c. Unmarried Children of the Subscriber who have reached the dependent age limit stated in the Summary of Dental Plan Benefits, but are eligible to be claimed by the Subscriber as a dependent under the U. S. Internal Revenue Code during the current calendar year; or

d. Unmarried Children of the Subscriber or the Subscriber's legal spouse for whom the Subscriber or the Subscriber's legal spouse is financially responsible for the medical, health, or dental care under the terms of a court decree or who have been named as alternate recipients, as defined in ERISA Section 609(a)(2)(C), under a qualified medical child support order, as defined in ERISA Section 609(a)(2)(A); or

e. Children of the Subscriber who have reached the dependent age limit stated in the Summary of Dental Plan Benefits, but who were at that time (and continue to be) totally and permanently disabled by a physical or mental condition and who are eligible to be claimed by the Subscriber or the Subscriber's legal spouse as a dependent under the U.S. Internal Revenue Code. If Delta Dental asks the Subscriber to do so, the Subscriber shall submit medical reports confirming the Child's initial or continuing total disability.

3. No person will be eligible for Orthodontic Services under this Contract unless Orthodontic Services are selected in the Summary of Dental Plan Benefits, and, even if Orthodontic Services are selected, no person will be eligible for Orthodontic Services on or after that person's 19th birthday, unless specified otherwise in the Summary of Dental Plan Benefits.

C. Termination of Eligibility

Eligibility for Benefits will terminate for all Eligible Persons under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

Eligibility of an individual Subscriber, and of that Subscriber's Eligible Dependents, also will terminate under the following circumstances:

1. The Subscriber ceases to be a Subscriber as defined by this Contract.
2. Lack of compliance with the eligibility requirements of this Contract.
3. Fraud or misrepresentation in the submission of any claim.

Eligibility for Benefits will also automatically terminate for Children when they no longer qualify as an Eligible Dependent.

Delta Dental will not continue eligibility for any Eligible Person covered under this Contract beyond the eligibility termination date requested by the Contractor, provided that notice of the termination request is received by Delta Dental within six months of the effective date. However, if the Contractor requests that a Subscriber or Eligible Dependent's eligibility be terminated retroactively and a claim was incurred for any eligible member of that person's family after the requested termination date, eligibility for the entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credit will be issued for any month in which claims were incurred.

An Eligible Person whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to an Eligible Person whose eligibility is terminated.

D. Loss of Eligibility During Treatment

1. If an Eligible Person loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.

2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60 day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

E. Continuation Coverage – COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.E. does not apply. Contractors should consult with their legal counsel to determine how and when the law applies.

2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.

3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.

4. Continuation coverage will not continue beyond the termination of this Contract.

5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.E.

6. Contractor shall be solely responsible for identifying Eligible Persons entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for an Eligible Person during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Eligible Person upon the Eligible Person's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Eligible Person ultimately does not elect COBRA coverage.

7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.E. will be based on the COBRA continuation coverage rates in effect during that month.

8. A person who continues coverage will be considered to be either a Subscriber or an Eligible Dependent under this Contract and the dental care certificate as long as coverage is provided under this Section III.E.

9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

SECTION IV. Benefits

Types of Benefits

Delta Dental agrees to provide Benefits to Eligible Persons under the policies and procedures of Delta Dental, including the Processing Policies, and under the terms and conditions of this Contract, including, but not limited

to, the following categories of services, exclusions, and limitations listed below. Benefits are divided into the following categories of services **unless otherwise specified in the Summary of Dental Plan Benefits:**

1. **Diagnostic and Preventive Services**

   a. **Diagnostic and Preventive Services**

   Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include examinations, evaluations, prophylaxes, space maintainers and fluoride treatments.

   b. **Brush Biopsy**

   Oral brush biopsy procedure and laboratory analysis used to detect oral cancer, an important tool that identifies and analyzes precancerous and cancerous cells.

   c. **Emergency Palliative Treatment**

   Emergency treatment to temporarily relieve pain.

   d. **Radiographs**

   X-rays as required for routine care or as necessary for the diagnosis of a specific condition.

2. **Basic Services**

   a. **Oral Surgery Services**

   Extractions and dental surgery, including pre-operative and post-operative care.

   b. **Endodontic Services**

   The treatment of teeth with diseased or damaged nerves (for example, root canals).

   c. **Periodontic Services**

   The treatment of diseases of the gums and supporting structures of the teeth. This includes periodontal maintenance following active therapy (periodontal prophylaxes).

   d. **Relines and Repairs**

   Relines and repairs to partial dentures and complete dentures, and repairs to bridges.

   e. **Restorative Services**

   Services to rebuild and repair natural tooth structure damaged by disease, decay, fracture, or injury. Restorative services include:

   (1) Minor restorative services, such as amalgam (silver) fillings and composite resin (white) fillings.

   (2) Major restorative services, such as crowns, when teeth cannot be restored with another filling material.

3. **Major Services**

   Prosthodontic Services

   Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, partial dentures, and complete dentures).

4. **Orthodontic Services**

   Services, treatment, and procedures to correct malposed teeth (for example, braces).

SECTION V. Exclusions and Limitations

A. Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits, and all charges for the same will be the responsibility of the Eligible Person.

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act; that is, Medicaid.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services started or appliances started before a person became eligible under this Contract. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, and histopathological examinations.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental, that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized techniques.
12. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
13. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional as determined by Delta Dental under the scope of his or her license as permitted by applicable state law.
14. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.
15. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
16. Services or supplies received due to an act of war, declared or undeclared.
17. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
18. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered in the Contract.
19. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
20. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
21. Sealants.

22. Space maintainers for maintaining space due to premature loss of anterior primary teeth.

23. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.

24. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.

25. Veneers.

26. Prefabricated crowns used as final restorations on permanent teeth.

27. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract.

28. Paste-type root canal fillings on permanent teeth.

29. Replacement, repair, relines, or adjustments of occlusal guards.

30. Chemical curettage.

31. Services associated with overdentures.

32. Metal bases on removable prostheses.

33. The replacement of teeth beyond the normal complement of teeth.

34. Personalization or characterization of any service or appliance.

35. Temporary crowns used for temporization during crown or bridge fabrication.

36. Posterior bridges in conjunction with partial dentures in the same arch.

37. Precision attachments and stress breakers.

38. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.

39. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).

40. Diagnostic photographs and cephalometric films, unless done for orthodontics and Orthodontics are a Covered Service.

41. Myofunctional therapy.

42. Mounted case analyses.

B. Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists for the following will be the responsibility of the Eligible Person.

1. The completion of forms or submission of claims.

2. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.

3. Local anesthesia.

4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.

5. Infection control.

6. Temporary, interim, or provisional crowns.
7. Gingivectomy as an aid to the placement of a restoration.
8. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
9. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
10. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
11. Post-operative X-rays, when done following any completed service or procedure.
12. Periodontal charting.
13. Pins and preformed posts, when done with core buildups for crowns, onlays, or inlays.
14. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
15. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
16. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
17. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
18. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
19. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
20. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
21. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.

C. **The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be the responsibility of the Eligible Person. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental plan or, at the request of the Contractor, any dental plan.**

1. Bitewing X-rays are payable once per calendar year. Panoramic or full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
2. Any combination of teeth cleanings (prophylaxes, full mouth debridement, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable only once in a lifetime.
3. Oral examinations and evaluations are only payable twice per calendar year, regardless of the Dentist's specialty.
4. Patient screening is payable once per calendar year.
5. Preventive fluoride treatments are payable twice per calendar year for people under age 19.
6. Space maintainers are payable for people under age 14.
7. Cast restorations (including jackets, crowns, and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth.

8. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture.

9. Individual crowns over implants are payable at the prosthodontic benefit level.

10. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.

11. An occlusal guard is payable once in a lifetime.

12. An interim partial denture is payable only for the replacement of permanent anterior teeth for people under age 17 or during the healing period for people age 17 and over.

13. Prosthodontic Services limitations:

    a. One complete upper and one complete lower denture are payable once in any five-year period.

    b. A removable partial denture, implant, or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.

    c. Fixed bridges and removable partial dentures are not payable for people under age 16.

    d. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.

    e. Implant removal is payable once per lifetime per tooth or area.

    f. Implant maintenance is payable once per calendar year.

14. Orthodontic Services limitations:

    a. Orthodontic services are payable for Eligible Persons under age 19.

    b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

    c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

    d. An observation and adjustment is payable twice in a 12-month period.

15. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a claim for those services within one year of the date of service.

16. When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.

17. Care terminated due to the death of an Eligible Person will be paid to the limit of Delta Dental's liability for the services completed or in progress.

18. Optional treatment: If an Eligible Person selects a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. The Eligible Person is responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

    Listed below are services for which Delta Dental will provide an allowance for optional treatment:

    a. Plastic, resin, porcelain fused to metal, and porcelain crowns on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.

    b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

c. Plastic, resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.

d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.

e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.

f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

g. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.

h. Stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

19. Maximum Payment:

a. The maximum Benefits payable in any one Benefit Year will be limited to the Maximum Payment stated in the Summary of Dental Plan Benefits.

b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime Maximum Payment stated in the Summary of Dental Plan Benefits.

20. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

21. Processing Policies may limit Delta Dental's payment for services or supplies.

D. **Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges will be the responsibility of the Eligible Person. However, Participating Dentists may not charge Eligible Persons for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental plan or, at the request of the Contractor, any dental plan.**

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.

2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.

3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.

4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.

5. Root planing is payable once in any two- year period.

6. Periodontal surgery is payable once in any three-year period.

7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.

8. Tissue conditioning is payable twice per arch in any three-year period.

9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.

10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.

11. Processing Policies may limit Delta Dental's payment for services or supplies.

SECTION VI. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits for employees or members of the Contractor subject to the terms and conditions of this Contract.

2. To provide to the Contractor, for submission to the Subscriber, a standard certificate of the Benefits provided pursuant to this Contract.

3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to people covered by this Contract. Delta Dental is not required to provide a dental appointment to an Eligible Person.

4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.

5. To make payments for Covered Services provided to Eligible Persons in accordance with the Plan selected by the Contractor. The Plan chosen by the Contractor shall be specifically identified in the Summary of Dental Plan Benefits.

   a. If Delta Dental PPO (Point-of-Service) has been selected, payments shall be made as follows:

      (i) If the Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee. Delta Dental will send payment directly to Participating Dentists and the Eligible Person will be responsible for any applicable Copayments or Deductibles. Unless prohibited by state law, the Eligible Person will be responsible for the Maximum Approved Fee for non-covered services.

      (ii) If the Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the Nonparticipating Dentist Fee. Delta Dental will usually send payment to the Subscriber, who is responsible for making full payment to the Nonparticipating Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

      (iii) If the Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the Out-of-Country Dentist Fee. Delta Dental will send payment to the Subscriber, who is responsible for making full payment to the Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

   b. If Delta Dental PPO (Standard) has been selected, payments shall be made as follows:

      Payments for Covered Services provided to Eligible Persons shall be based on the lesser of the Submitted Amount or the PPO Dentist Schedule.

      Delta Dental will send payment directly to Participating Dentists and the Eligible Person will be responsible for any applicable Copayments or Deductibles. If the Dentist is not a PPO Dentist, but is a Premier Dentist, the Eligible Person will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to

Copayments or Deductibles. Unless otherwise prohibited by state law, the Eligible Person will be responsible for the Maximum Approved Fee for non-covered services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will usually send payment to the Subscriber, who is responsible for making full payment to the Dentist. The Eligible Person will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

6. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.

B. Contractor Agrees:

1. To pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. 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. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing. 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 resulting 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; or

   d. Monthly invoices are not paid as billed.

   Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, implement the adjustment, implement an alternative adjustment, or cancel this Contract.

2. To enroll as Subscribers with Delta Dental all eligible employees or members of the Contractor who enroll for Benefits and to list, if covered, all Eligible Dependents of those employees or members, to the extent required under the Contract. The Contractor will provide Delta Dental with updates to Subscribers and, if applicable, all Eligible Dependents as necessary, but no less than monthly and no later than six months following the effective date of those updates. No retroactive updates, additions, or terminations to eligibility will be accepted for an effective date more than six months from the date of receipt by Delta Dental.

3. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner and in the format requested by Delta Dental. Contractor shall be solely responsible for any claims processing errors caused by Contractor's failure to comply with the terms of this subparagraph.

4. To permit Delta Dental, 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 Delta Dental. 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 payment can be made in a reasonable period of time not to exceed six months.

5. To provide each Subscriber with a standard certificate of the Benefits provided under this Contract and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time. Delta Dental will provide said documents to the Contractor for distribution at the Contractor's expense.

6. To collect and remit to Delta Dental any amounts that the Contractor's employees or members are required to pay to Delta Dental 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 or members and not remit them to Delta Dental in a timely fashion, with the result that an Eligible Person's coverage is terminated, the Contractor, not 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 not to exceed six months.

7. To pay for any agreed-to, non-standard reports on a time and materials basis.

SECTION VII. General Provisions

A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Eligible Persons.

B. Binding Effect. All Dentists and Eligible Persons, by performing or receiving services under this Contract, are bound by all its terms.

C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.

D. Marketing Materials. No materials will be published or distributed by the Contractor concerning this Contract until Delta Dental approves the materials.

E. Legal Action. No action on a legal claim arising out of or related to this Contract will be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude the Contractor or an Eligible Person from seeking a decision from a jury trial or pursuing other available legal remedies.

F. Indemnification. To the extent permitted by law, Delta Dental and Contractor agree to defend, indemnify, and hold harmless the other and its directors, officers, and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) resulting from or arising out of or in connection with its breach of this Contract, or any negligent act or omission of any of its directors, officers, or employees, unless liability for such act or omission is expressly assigned elsewhere in this Contract.

G. Required Information. While an Eligible Person is covered by Delta Dental, that person agrees to provide Delta Dental with any information it needs to process claims and administer Benefits. This includes allowing Delta Dental to have access to his or her dental records.

H. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or an Eligible Person in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which an Eligible Person is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the certificate that is to be distributed to Subscribers and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Eligible Person;

provided, however, that the Eligible Person may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the certificate.

I. Statements. In the absence of fraud, all statements made by the Contractor or Eligible Persons shall be deemed to be representations and not warranties.

J. Severability. If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Eligible Persons shall be governed by such laws.

K. Compliance with Applicable Law. This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.

L. Additional Services. Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.

M. Notices. Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.

N. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless Delta Dental approves them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.

O. Subrogation and Right of Reimbursement. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Subscriber may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions. The Subscriber or his or her legal representative must do whatever is necessary to enable Delta Dental to exercise its rights and do nothing to prejudice them. If the Subscriber recovers damages from any party or through any coverage named above, the Subscriber must reimburse Delta Dental from that recovery to the extent of payments made under the Plan.

P. Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor, Subscriber, and/or Eligible Dependent, it may recover that payment from the person or entity that committed such fraud. Contractor, Subscriber, and/or Eligible Dependent authorizes Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the Contractor, Subscriber, and/or Eligible Dependent. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.

Q. Force Majeure. Neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Contract and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such

nonperformance shall not be a default under or grounds for termination of this Contract. In the event Contractor is unable to make payment due to circumstances beyond its reasonable control as identified in this Force Majeure section, Delta Dental will accept delayed payment from Contractor within a reasonable period of time. A reasonable period of time shall not exceed 30 days.

R. Assignment of Benefits. Benefits to Eligible Persons are for the personal benefit of those people and cannot be transferred or assigned; provided, however, that Delta Dental may pay Participating Dentists directly on behalf of Eligible Persons.

S. Governing Laws. This Contract and corresponding certificate for Subscribers will be governed by and interpreted under the laws of the State of Michigan.

T. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for the Subscriber or an Eligible Dependent than is provided by this Contract, that law shall control over the language of this Contract.

U. Right of Recovery Due to Overpayment. If Delta Dental determines that it has, for any reason, paid a Dentist more for dental services than is provided for under this Contract (the "Overpayment Amount"), Delta Dental has the right to recover the Overpayment Amount from the Dentist to whom the Overpayment Amount was made. Delta Dental will provide the Dentist with notice of the Overpayment Amount and the basis on which Delta Dental believes that the payment made was in excess of the amount properly due under the Contract. Should the Dentist return the Overpayment Amount, Delta Dental's right of recovery will have been satisfied. Should the Dentist fail to return the Overpayment Amount, Delta Dental reserves the right to offset the Overpayment Amount from any future payments due that Dentist for services covered by Delta Dental. Where Overpayment Amounts are recovered by means of an offset, the Overpayment and offset amounts will be properly credited to, or debited from, the affected dental Plan(s) so that all involved dental Plans will have been administered according to their terms and will have paid only the amount that is properly payable for the services provided.

V. Entire Agreement. This Contract and the certificate constitute the entire agreement between the parties.

W. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive an Eligible Person of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.

X. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. In such an instance, Delta Dental shall not have any obligation to continue paying claims, but may choose to continue doing so, at its discretion. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.

SECTION VIII. Coordination of Benefits

All Benefits under this Contract are subject to a coordination of benefits provision, if applicable, that is designed to provide maximum coverage, but not result in payment of more than 100 percent of the total fee for a given treatment.

A. Applicability

1. This Coordination of Benefits ("COB") provision applies to This Plan when a person has dental benefits under more than one Plan.
2. If this COB provision applies, the Order of Benefit Determination Rules below determine whether the Benefits of This Plan are determined before or after those of another Plan. This Plan's Benefits:
   a. Will not be reduced when This Plan determines its Benefits before another Plan; but
   b. May be reduced when another Plan determines its benefits first. This reduction is described in Section VIII.D, "Effect on the Benefits of This Plan".

c. In the event that the below provisions of this Section VIII do not determine whether or to what extent Delta Dental coordinates benefits with another Plan, Delta Dental shall follow its internal policies and procedures, unless otherwise prohibited by applicable law.

B. Definitions

1. A Plan is any of the following that provides benefits or services for, or because of, medical or dental care or treatment:

   a. Nongroup and group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice, or individual practice coverage. It also includes coverage other than school accident-type coverage; or

   b. Coverage under a governmental plan or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

   Each policy or other arrangement for coverage under a. or b. is a separate Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

2. This Plan is the dental coverage established for Eligible Persons pursuant to this Contract.

3. The Order of Benefit Determination Rules state whether This Plan is a Primary Plan or a Secondary Plan when a person is covered by more than one Plan.

   When This Plan is a Primary Plan, its Benefits are determined before those of the other Plan and without considering the other Plan's benefits.

   When This Plan is a Secondary Plan, its Benefits are determined after those of the other Plan's benefits and may be reduced because of the other Plan's benefits.

   When a person is covered under more than two Plans, This Plan may be a Primary Plan as to one or more of those Plans and may be a Secondary Plan as to the other Plans.

4. Allowable Expenses are necessary, reasonable, and customary items of expense for health care when they are covered by This Plan. However, This Plan is not required to pay for an item, service, or benefit which is not a part of This Plan's Contract.

   When a Plan provides payment for services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

5. The Claim Determination Period is the Benefit Year. It does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.

C. Order of Benefit Determination Rules

1. When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan whose Benefits are determined after those of other Plans, unless:

   a. The other Plan has rules coordinating its benefits with those of This Plan; and

   b. Both those rules and This Plan's rules, in Section VIII.C(2) below, require that This Plan's Benefits be determined before those of the other Plan.

2. This Plan determines its order of Benefits using the first of the following rules that applies:

   a. The benefits of the Plan that covers a person as an employee or subscriber (that is, as other than a dependent) are determined before the benefits of the Plan that covers the person as a dependent. However, this rule does not apply if the person is also a Medicare beneficiary and, as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:

(i) Secondary to the Plan covering him or her as a dependent; and

(ii) Primary to the Plan covering him or her as other than a dependent (for example, a retired employee), then the order of benefits determination is reversed so that the Plan covering the person as an employee, subscriber or retiree is secondary and the other Plan is primary.

b. Except as stated in Section VIII.C(2)(c) below, when This Plan and another Plan cover a dependent Child of parents who are not separated or divorced:

(i) The benefits of the Plan of the parent whose birthday falls earlier in the year are determined before those of the Plan of the parent whose birthday falls later in the year; but

(ii) If both parents have the same birthday, the benefits of the Plan that covered the parents longer are determined before those of the Plan that covered them for a shorter period of time.

However, if the other Plan does not have the rule described in (i) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the other Plan's rule will determine the order of benefits.

c. If more than one Plan covers a dependent Child of separated or divorced parents, benefits for the Child are determined in this order:

(i) First, the Plan of the parent with custody of the Child;

(ii) Then, the Plan of the spouse of the parent with custody of the Child;

(iii) Then, the Plan of the parent without custody of the Child; and

(iv) Then, the Plan of the spouse of the parent without custody of the Child.

If the other Plan does not have this Section VIII.C(2)(c), and if, as a result, the Plans do not agree on the order of benefits, this Section VIII.C(2)(c) will be ignored.

However, if the specific terms of a court decree state that one of the parents is responsible for the Child's health care expenses, and the entity obligated to pay or provide the benefits of that parent's Plan has actual knowledge of those terms, that Plan's benefits are determined first. The other parent's Plan will be the Secondary Plan. This Section VIII.C(2)(c) does not apply with respect to any Claim Determination Period during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of a court decree state that the parents will share custody, without stating that one of the parents is responsible for the Child's health care expenses, the Plans covering the Child will be subject to the order of benefit determination contained in Section VIII.C(2)(b) above.

d. The benefits of a Plan that covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a Plan that covers that person as a laid-off or retired employee (or as that employee's dependent). 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 Section VIII.C(2)(d) is ignored.

e. If a person whose coverage is provided under a right of continuation pursuant to federal law (that is, COBRA) or state law also is covered under another Plan, the benefits of the Plan covering the person as an employee or a subscriber (or as that person's dependent) will be determined before the benefits under the continuation coverage. 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 Section VIII.C(2)(e) will be ignored.

f. If none of the above rules determines the order of benefits, the benefits of the Plan that covered an employee or a subscriber longer are determined before the benefits of the Plan that covered him or her for the shorter term.

D. Effect on the Benefits of This Plan

1. This Section VIII.D applies when, in accordance with Section VIII.C, "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to another Plan. In that event, This Plan's Benefits may be reduced under this Section VIII.D.

2. This Plan's Benefits will be reduced when the sum of:

   a. The Benefits that would be payable for the Allowable Expenses under This Plan, in the absence of this COB provision; and

   b. The benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of similar provisions, whether or not claim is made, exceeds those Allowable Expenses. In that case, This Plan's Benefits will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses under This Plan.

   When This Plan's Benefits are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

E. Right to Receive and Release Needed Information

Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. It may get needed facts from, or give them to, any other organization or person, subject, in all events, to all provisions of applicable law. Delta Dental need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to pay the claim.

F. Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made the payment.

That amount will be treated as though it were a Benefit paid under This Plan, and Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

G. Right of Recovery

If the amount of the payment made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the following:

1. The people it has paid or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

The amount of the "payment made" includes the reasonable cash value of any benefits provided in the form of services.

SECTION IX. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter. Delta Dental shall have the option of terminating this Contract if:

A. The Contractor fails to make a required payment before expiration of the Grace Period specified; or

B. Delta Dental cancels pursuant to Section VI.B.1 of this Contract; or

C. The Contractor fails to furnish Delta Dental with accurate enrollment data pursuant to Section VI.B.2 of this Contract; or

D. The Contractor permits voluntary enrollment of Subscribers and/or their Eligible Dependents unless otherwise specified in the Summary of Dental Plan Benefits; or

E. The Contractor refuses to allow Delta Dental (by Delta Dental's auditors or other authorized representatives) to inspect the Contractor's records to verify the accuracy of Subscribers and Eligible Dependents pursuant to Section VI.B.4 of this Contract; or

F. The Contractor has otherwise breached this Contract.

The Contractor may voluntarily cancel this Contract if the Contractor provides Delta Dental with 30 days written notice of intent to cancel.

Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, such amount shall include a pro rata fee for any period the Contract was in force.

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