

## Delta Dental PPO (Point-of-Service)

This Contract is effective the 1st day of July, 2010 A.D., by and between Lowell Area 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.

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### *Section I.           Declarations*

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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:** 0000978-0016
- D.     **Eligibility (Subscribers and dependents):**

All custodians, building secretaries and aides who do choose the Contractor-sponsored medical health program and who do not 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 both eligible under the same Contract, they may be enrolled together on one application card or separately on individual application cards, but not both. Delta Dental will not coordinate benefits. A Subscriber and dependents enrolled in dental coverage under any other Contract are not eligible for enrollment under this Contract.

- 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:**

	<b>PPO Dentist</b>	<b>Premier Dentist</b>	<b>Nonparticipating Dentist</b>
	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Class I Benefits</b>			
<b>Diagnostic and Preventive Services</b> - includes exams, cleanings, fluoride, and space maintainers	80%	80%	80%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	80%	80%	80%
<b>Brush Biopsy</b> - to detect oral cancer	80%	80%	80%
<b>Radiographs</b> - X-rays	80%	80%	80%
<b>Class II Benefits</b>			
<b>Major Restorative Services</b> - includes crowns	80%	80%	80%
<b>Minor Restorative Services</b> - includes fillings	80%	80%	80%
<b>Periodontic Services</b> - to treat gum disease	80%	80%	80%
<b>Endodontic Services</b> - includes root canals	80%	80%	80%
<b>Oral Surgery Services</b> - extractions and dental surgery	80%	80%	80%
<b>Relines and Repairs</b> - to bridges and dentures	80%	80%	80%
<b>Other Basic Services</b> - misc. services	80%	80%	80%
<b>Class III Benefits</b>			
<b>Prosthetic Services</b> - includes bridges, implants, and dentures	80%	80%	80%
<b>Class IV Benefits</b>			
<b>Orthodontic Services</b> - includes braces	60%	60%	60%
<b>Orthodontic Age Limit</b> -	To age 19	To age 19	To age 19

- 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:** \$2,000 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.*

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**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:** 0000978-0017

**D.     Eligibility (Subscribers and dependents):**

All custodians, building secretaries and aides who do choose the Contractor-sponsored medical health program 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:**

	<b>PPO Dentist</b>	<b>Premier Dentist</b>	<b>Nonparticipating Dentist</b>
	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Class I Benefits</b>			
<b>Diagnostic and Preventive Services - includes exams, cleanings, fluoride, and space maintainers</b>	50%	50%	50%
<b>Emergency Palliative Treatment - to temporarily relieve pain</b>	50%	50%	50%
<b>Brush Biopsy - to detect oral cancer</b>	50%	50%	50%
<b>Radiographs - X-rays</b>	50%	50%	50%
<b>Class II Benefits</b>			
<b>Major Restorative Services - includes crowns</b>	50%	50%	50%
<b>Minor Restorative Services - includes fillings</b>	50%	50%	50%
<b>Periodontic Services - to treat gum disease</b>	50%	50%	50%
<b>Endodontic Services - includes root canals</b>	50%	50%	50%
<b>Oral Surgery Services - extractions and dental surgery</b>	50%	50%	50%
<b>Relines and Repairs - to bridges and dentures</b>	50%	50%	50%
<b>Other Basic Services - misc. services</b>	50%	50%	50%
<b>Class III Benefits</b>			
<b>Prosthetic Services - includes bridges, implants, and dentures</b>	50%	50%	50%
<b>Class IV Benefits</b>			
<b>Orthodontic Services - includes braces</b>	50%	50%	50%
<b>Orthodontic Age Limit -</b>	To age 19	To age 19	To age 19

- Oral exams are payable twice in any period of 12 consecutive months.
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**H. Maximum Payment:** \$2,000 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.

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- B.     **First Renewal Date:** July 1, 2011
- C.     **Group Number:** 0000978-0018
- D.     **Eligibility (Subscribers and dependents):**

All custodians, building secretaries and aides 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 not have dental through another source and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

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**G. Covered Services:**

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<b>Emergency Palliative Treatment - to temporarily relieve pain</b>	50%	50%	50%
<b>Brush Biopsy - to detect oral cancer</b>	50%	50%	50%
<b>Radiographs - X-rays</b>	50%	50%	50%
<b>Class II Benefits</b>			
<b>Major Restorative Services - includes crowns</b>	50%	50%	50%
<b>Minor Restorative Services - includes fillings</b>	50%	50%	50%
<b>Periodontic Services - to treat gum disease</b>	50%	50%	50%
<b>Endodontic Services - includes root canals</b>	50%	50%	50%
<b>Oral Surgery Services - extractions and dental surgery</b>	50%	50%	50%
<b>Relines and Repairs - to bridges and dentures</b>	50%	50%	50%
<b>Other Basic Services - misc. services</b>	50%	50%	50%
<b>Class III Benefits</b>			
<b>Prosthetic Services - includes bridges, implants, and dentures</b>	50%	50%	50%
<b>Class IV Benefits</b>			
<b>Orthodontic Services - includes braces</b>	50%	50%	50%
<b>Orthodontic Age Limit -</b>	To age 19	To age 19	To age 19

- 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:** \$2,000 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.***



## Delta Dental PPO (Point-of-Service)

This revised Contract is effective the 1st day of July, 2014 A.D., by and between Lowell Area 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, supersedes and replaces Declarations, Section I., of a certain Contract dated July 1, 2014, between Delta Dental and the Contractor, and the balance of such Contract is continued as if fully set forth herein except as to these Section I. Amendments.

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### *Section I. Declarations*

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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, 2014

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

**C. Group Number:** 0978-0007, 0025

**D. Eligibility (Subscribers and dependents):**

All para-professionals, secretaries, food service and custodian working 20-29 hours per week (0007) and para-professionals, secretaries and food service working 15-19 hours per week (0025) 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 and as a dependent on their spouse's application. Dependent children may be enrolled on both applications 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 the month following the date of hire.

**F. Deductible:** None.

**G. Covered Services:**

	<b>Delta Dental PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>Non- participating Dentist</b>
	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers	75%	75%	75%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	75%	75%	75%
<b>Brush Biopsy</b> - to detect oral cancer	75%	75%	75%
<b>Radiographs</b> - X-rays	75%	75%	75%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	75%	75%	75%
<b>Endodontic Services</b> - root canals	75%	75%	75%
<b>Periodontic Services</b> - to treat gum disease	75%	75%	75%
<b>Oral Surgery Services</b> - extractions and dental surgery	75%	75%	75%
<b>Major Restorative Services</b> - crowns	75%	75%	75%
<b>Other Basic Services</b> - misc. services	75%	75%	75%
<b>Relines and Repairs</b> - to bridges, implants, and dentures	75%	75%	75%
<b>Major Services</b>			
<b>Prosthetic Services</b> - bridges, implants, and dentures	75%	75%	75%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - braces	75%	75%	75%
<b>Orthodontic Age Limit</b> -	Up to age 19	Up to age 19	Up to age 19

- 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.

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:** \$1,000 per person total per contract year on all services except orthodontics. \$1,000 per person total per lifetime on orthodontic services.

**I. Rate(s):**

Subscriber only - \$36.06 per month per Subscriber

Subscriber with one dependent - \$67.54 per month per Subscriber

Subscriber with two or more dependents - \$112.77 per month per Subscriber

These rates are contingent upon 100 percent enrollment of the eligible members of the defined group and their eligible dependents with the entire cost of coverage paid by the Contractor.