

RESOLUTION NO. 71-94
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Bradley ON THE
14th DAY OF December, 1994.

A RESOLUTION AUTHORIZING AND DIRECTING THE
CITY MANAGER TO EXECUTE A CONTRACT WITH SUPERIOR
DENTAL CARE, INCORPORATED.

WHEREAS, the City of Centerville has offered dental
care benefits to eligible employees of the City of Centerville,
and dependents, and

WHEREAS, Superior Dental Care Incorporated has made
available and has caused to be provided eligible employees and
their dependents a description of dental care benefits as
outlined in Appendix A, "Certificate of Coverage, Superior Dental
Care, A New Approach to Dental Care in Ohio," and

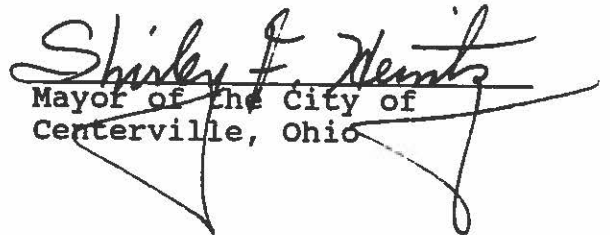
WHEREAS, it is the intent of the City of Centerville to
provide dental care benefits to eligible employees of the City of
Centerville in accordance with provisions outlined by Superior
Dental Care, Incorporated.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

SECTION 1. That the City Manager is hereby authorized
and directed to execute a contract between the City of
Centerville and Superior Dental Care, Incorporated to provide
dental care benefits to eligible employees, a copy of which
attached hereto as Exhibit "A" and incorporated herein.

SECTION 2. This Resolution shall become effective at
the earliest date allowed by law.

PASSED this 14th day of December,
1994.


Mayor of the City of
Centerville, Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 71-94, passed by the Council of the City of Centerville, Ohio, on the 19th day of December, 1994.


Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

**Superior Dental Care, Inc.**MASTER GROUP CONTRACT

SUPERIOR DENTAL CARE, INC.

The purpose of the Master Group Contract between SUPERIOR DENTAL CARE, INC. ("Superior") and City of Centerville ("Employer") is to provide dental care benefits through Superior to enrolled employees of Employer and their eligible dependents upon the following terms and conditions:

1. Benefits Provided

Superior shall make available, or cause to be provided, to enrolled eligible employees of employer and their enrolled eligible dependents ("Members") the dental care benefits described in the attached Certificate and any amendments thereto (Appendix A). Superior shall furnish to each enrolled employee a Certificate which shall set forth the benefits to which such employee and eligible dependents may be entitled, the limitations to those benefits and the conditions under which those benefits, will be provided. Each enrolled employee shall also receive an identification card.

2. Eligible Employees and Premium Rates

(a) Employees eligible for dental care benefits shall be as provided in the Certificate in Appendix A.

(b) The Dental Premium Rates (hereinafter referred to as Rates) for each enrolled employee for the dental care benefits designated in the Certificate are set forth in Appendix B attached. These Rates shall remain fixed for the period this Contract is in effect. Thereafter, Superior reserves the right to change the Rates by giving written notice to Employer at least forty-five (45) days prior to the Anniversary Date. If Superior so changes the Rates, Employer may terminate this Contract by giving written notice of its intent to do so within such forty-five (45) day period. Such termination would take effect on the Anniversary Date.

3. Employer's Responsibilities

Employer agrees to:

(a) Pay Superior the Rates for each enrolled employee in the amounts and at the times specified in Appendix B or as thereafter modified under this Contract. Employer shall make such payments regardless of any arrangement of the Employer to receive from or otherwise charge to, its enrolled employees all or any part of such Rates.

(b) Notify each employee who hereafter becomes eligible for enrollment, and each employee eligible for enrollment during any enrollment period, of this eligibility and the procedures for enrollment as set forth in Appendix B, and obtain and submit to Superior mutually acceptable applications for each such employee desiring to enroll.

(c) Keep such records and furnish to Superior such applications, notices, or periodic reports as may reasonably be required by Superior for the purpose of enrolling eligible employees under this Contract, processing terminations of coverage, effecting changes in the type of coverage of an enrolled eligible employee by reason of a change in marital or family status, determining the amount payable by Employer under this Contract, or other purpose reasonably related to the administration of this Contract.

(d) Distribute to its employees the identification cards and Certificate, any notices or information relating to this Contract that may be addressed or directed to the employees enrolled under this Contract.

(e) Provide reasonable opportunities for Superior to communicate with eligible employees, either in person or in writing, prior to their enrollment which are consistent with opportunities provided to other dental care benefits providers and sufficient to allow employees the opportunity to make an educated decision concerning enrollment.

4. Enrollment Opportunities

(a) Every eligible employee who shall have filed an application for enrollment prior to the original Effective Date of this Contract, and upon its acceptance by Superior, shall become enrolled under this Contract for the coverage described in the Certificate.

(b) Employer will add new employees and their eligible dependents to the group of employees initially enrolled under this Contract, provided such new employees meet the eligibility requirements set forth in the Certificate and Appendix B and have elected such coverage. Enrollment of new employees shall be made in accordance with the procedures set forth in the Certificate and Appendix B.

(c) Superior and the Employer may designate an Open Enrollment Period ("Open Enrollment Period") once a year during which Superior will accept applications from eligible employees who either elected not to enroll when initially eligible or who previously terminated their participation. Such employees shall be eligible for enrollment only during an Open Enrollment Period, unless otherwise agreed to by the parties.

(d) Coverage under this Contract for employees who are enrolled on or before the Effective Date shall commence as of the Effective Date. Thereafter, coverage for any eligible employee making a timely application for enrollment is as provided in the Certificate and Certificate and Appendix B.

5. Effective Date and Term

(a) The Effective Date of this Contract ("Effective Date") shall be 12:01 A.M. on the first day of January, 1995 which day and month shall be the Anniversary Date ("Anniversary Date"), unless otherwise agreed to by Superior and the Employer. Superior and the Company agree to an Anniversary Date of **January 1, 1997**, unless otherwise agreed to.

(b) The term of this Contract shall be for a period of one (1) year following the Effective Date and, unless terminated sooner as provided herein, shall be automatically renewed on each Anniversary Date for the one (1) year period beginning on such date upon the payment and acceptance of Rates due on such Anniversary Date; provided that either Superior or Employer may terminate this Contract without cause at any time by giving forty-five (45) days prior written notice of termination to the other party.

6. Termination

In addition to the right of termination provided in sections 2 and 5, this Contract may be terminated for the following causes and in the following manner:

(a) If Employer fails to pay the aggregate dental service fees as determined by Superior on or before the due date of payment for such fees, Superior may terminate this Contract, without notice, effective at the expiration of the last period for which Employer paid such fees.

(b) A grace period of (31) days will be granted for the payment of any Rates and during that time this Contract shall continue in force. In no event shall any grace period extend beyond the date this Contract terminates. The Contract shall automatically terminate (1) as of the end of the grace period if any Contract charge remains unpaid, or (2) as of the date during any grace period that Superior received written notice of termination from the Employer. Termination of this Contract shall be without prejudice to any claim originating prior to the effective date of termination. Upon termination of this Contract, the Employer shall be liable to Superior for the payment of any and all prepaid Rates which are accrued and unpaid at the time of termination, including a pro rata fee for any period the Contract was in force during the grace period, if any, preceding the termination.

In the event this Contract is terminated under subsections (a) or (b) above, Employer shall be liable for all Rates due Superior through the date of termination. Upon termination of this Contract, Superior shall cease to have any liability for benefits hereunder except as provided in the Certificate.

7. Changes in the Contract

Except as set forth in section 2, Superior reserves the right to change the benefits, terms, and conditions thereof, provided under this Contract by giving Employer not less than forty-five (45) days notice prior to the Anniversary Date.

8. Notice

All notices or demands under this Contract shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered mail, postage prepaid, and addressed as follows:

(a) If to Superior:

Superior Dental Care, Inc.
6683 Centerville Business Parkway
Dayton, OH 45459

(b) If to Employer, employees of Employer, or Members:

City of Centerville
100 West Spring Valley
Centerville, OH 45458

9. Limitation of Responsibility

The dentists who participate in the Plan are not employees of Superior. All dentists licensed by the State of Ohio are eligible to participate in this Plan. Therefore, Superior is not responsible for any injury or harm a patient whose treatment is covered by this Plan may receive from a provider. No cause of action arising out of the relationship between a patient and participating dentist who provides dental services may be maintained against Superior.

Except as Employer is advised by Superior from time-to-time, Superior does not undertake to furnish any dental care services but shall pay for such services furnished to enrolled employees and their eligible dependents as provided and limited by this Contract and in accordance with the signed agreement between such providers of care and Superior.

Employer agrees and acknowledges responsibility for compliance with applicable laws governing Employer and Employee Benefit Plans, which may be a requirement by entering into this Contract.

10. The Contract & Interpretation

This contract, the Certificate, the Appendices attached and the individual applications and reclassifications submitted by employees of Employer in connection with this Contract constitute the entire agreement between the parties with respect to the subject matter and are hereby incorporated by this reference.

All employees and their dependents enrolled under this Contract shall have only the rights and benefits, subject to the terms and conditions set forth in these documents. All statements contained in the individual applications and reclassifications submitted by employees of Employer in connection with the Contract, in the absence of fraud, shall be deemed representations and warranties, and no such statements shall void the coverage provided hereunder or reduce any benefits unless contained in a written application of which a copy is attached to this Contract. No waiver, modification or change in any provision of this Contract shall be effective until approved in writing by a duly authorized officer of Superior and evidenced by an endorsement attached to this Contract. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Successors and Assigns

This Contract shall be binding upon and inure to the benefit of Superior, its successors and assigns. This Contract and the rights and obligations conferred hereunder shall not be assignable by Employer, employees of Employer or Members, except that Employer may assign this Agreement with the prior written consent of Superior.

12. Headings

The headings of the various sections may have been inserted for convenience of reference only and do not constitute a part of this Contract.

13. Invalidity

In the event any of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

14. Fraud Warning Provision

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPENDIX A
CERTIFICATE OF COVERAGE

Superior Dental Care

***A New Approach to Dental Care
in Ohio***

**6683 Centerville Business Parkway
Dayton, Ohio 45459
(513) 438-0283 or (800) 762-3159**

Date Revised: February, 1994

APPENDIX B

DENTAL PREMIUM RATES

The monthly Premium Rate for the dental care benefits designated in the Certificate shall be as follows:

<u>Rates</u>		<u>Plan #610</u>	
Single	\$12.03	100%	Preventive & Diagnostic Services
Family	\$38.14	80%	Basic Services
		50%	Major Services
		\$1000.00	Annual Manimum

Monthly Premium Rates for new and returning employees shall be due and payable in advance at the times and in the manner prescribed from time to time by Superior.

CONTRIBUTION/PARTICIPATION LEVELS

Employer pays: 100% of total premium

Employee pays: -0-

ENROLLMENT AND EFFECTIVE DATES OF COVERAGE

Applications for new and returning employees, eligible under Appendix B, subject to acceptance by Superior, will be handled under the following procedure:

1. Applications will be submitted on behalf of all eligible new or returning employees who wish to enroll at the time of hire or return.
2. Subject to acceptance by Superior, coverage for applicants will be according to Superior's enrollment regulations in effect at the time application is received by Superior unless otherwise specified in paragraph 4.
3. Effective Dates of Coverage

New employees: Immediate

Transfers: N/A

Returns: N/A

ELIGIBLE EMPLOYEES

Every Subscriber within any of the classifications set forth below shall be eligible for enrollment of himself and any eligible dependents of his family:

Classification of Eligible Subscribers

1. Number of hours that determine FULL-TIME status: 40
(Finalized eligibility requirements are to be determined in conjunction with the Certificate of Coverage and existing Employer Group requirements.)

Classification of Eligible Family Dependents

1. Dependent covered to age: 25
2. Full-time student covered to age: 25

(Finalized eligibility requirements are to be determined in conjunction with the Certificate of Coverage and existing Employer Group requirements.)