

COPY

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DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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043428910 LINDA SLATER
RECORDER

PAID DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: March 5, 1998
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Chad M. Lulloch Deputy

SEAL

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NF
Human
Resources
Beverly
Gleason



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BARBARA REED
BY *[Signature]* DEPUTY

GROUP SUBSCRIPTION AGREEMENT

FOR A GROUP DENTAL POLICY

BY AND BETWEEN

Hometown Health Providers Insurance Company, a Nevada non-profit corporation (hereinafter called "HHP Insurance Co.")

AND

DOUGLAS COUNTY
(hereinafter called "Group").

In exchange for the payment of premium to HHP Ins. Co. by the Group, HHP Ins. Co. will arrange for dental services contained in the Evidence of Coverage for Enrollees and their family members who enroll with HHP Ins. Co.

This Plan includes the Evidence of Coverage and has been executed on the date shown and shall become effective on July 1, 1997.

**HOMETOWN HEALTH PROVIDERS
INSURANCE COMPANY**

DOUGLAS COUNTY

By: *[Signature]*
Ed Holme, Executive Director

By: *[Signature]*
(Authorized Signature of Group)

Date: January 15, 1998

Date: 2/12/98

REV. MKTG. 10/96

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DEFINITIONS

- A. **Subscriber:** An employer or other person purchasing a dental plan for him/herself or others pursuant to this written Group Subscription Agreement with HHP Insurance Co.
- B. **Enrollee:** An individual (Employee or Dependent) who has voluntarily enrolled in this dental plan.
- C. **Effective Date of Coverage:** Date an enrollee's coverage under the Group Subscription Agreement begins.
- D. **Grace Period:** A period which begins the first day an enrollee's premium becomes due and extending for a period of 30 days thereafter.
- E. **Family Member:** The term family member shall have the same meaning as the dependent as used in this Agreement and the Policy.
- F. **Waiver of Coverage Form:** The means by which a enrollee may choose not to elect coverage for himself/herself and/or his/her dependent(s) at time of enrollment eligibility.
- G. **Evidence of Insurability Form:** The means by which an employee and/or his/her dependent(s) may apply to reinstate their eligibility to enroll in the dental plan.

I. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 1997 at 12:01 a.m. Standard Time in Reno, Nevada and will remain in effect for twelve (12) consecutive months ending June 30, 1998 or until discontinued, terminated or voided as provided.

II. PREMIUM CHARGES

A. **Premium Rate Schedule:**

<u>TYPE OF COVERAGE:</u>	<u>TOTAL PREMIUM</u>	<u>GROUP CONTRIBUTION</u>	<u>ENROLLEE CONTRIBUTION</u>
Individual Enrollee	\$ 20.82	_____	_____
Enrollee Plus One	\$ 50.11	_____	_____
Enrollee Plus Family	\$ 57.50	_____	_____

B. **Premium Due Dates and Payments:** On or before the first day of each month of coverage hereunder (the "Premium Due Date"), Group shall pay HHP Insurance Co. the applicable Total Premium set forth in Section A for each enrollee and for each of their family members. Premiums shall be calculated by HHP Insurance Co. from current records as to the number of Individual enrollees and family members currently enrolled. If this Agreement is terminated for any reason, the Group shall be liable for all premiums due and payable.

Only enrollees for whom payment is received by HHP Insurance Co. shall be eligible for services and benefits hereunder and only for the period covered by such payment. In the event the Group fails to notify HHP Insurance Co. of enrollees and/or eligible dependents who lose eligibility due to termination of employment or other circumstance within ninety (90) days after the effective date of loss of eligibility, premium reimbursement or credit will be limited to a ninety (90) day period or to the last episode of care received by the enrollee and/or eligible dependent(s), whichever occurs last.

C. **Acceptance of Late Premium Payment:** Any premium payments made by Group after the grace period and accepted by HHP Insurance Co. shall be subject to a late penalty charge of 1.5% of the total premium due and calculated for each thirty (30) day period the amount due remains outstanding.

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D. **Revision of Premium:** HHP Insurance Co. (subject to such approvals by governmental agencies as may be required by law) may revise the premiums set forth in Section A on the first and subsequent anniversary of the effective date of this Agreement. Any such revision of premium shall become applicable for all enrollees on the effective date of the revision. In the event of such revision, HHP Insurance Co. shall give at least sixty (60) days prior general notice which notice shall be considered to have been given when mailed to the Group or its agent at the address on the records of HHP Insurance Co.

E. **Reports and Records:** Group shall make available to HHP Insurance Co. for inspection such employment, payroll and other personnel records which may have a bearing upon the eligibility status of an employee.

III. ELIGIBILITY, ENROLLMENT AND TERMINATION OF COVERAGE:

A. Eligible enrollees (employees) and their family members shall be those persons who meet the criteria set forth in the Group Application or who were covered under the prior plan under COBRA provisions immediately prior to the effective date of this Agreement subject to approval by HHP Insurance Co.

B. Enrollment of each enrollee (employee) and his or her eligible family members shall be executed by HHP Insurance Co. upon proper notice from the Group (by the receipt of a completed enrollment application approved by the Group) in a timely fashion. Timely shall be defined as within sixty (60) days after the eligibility date for coverage of the enrollee and his or her eligible family members. However, at no time will an enrollment application be accepted by HHP Insurance Co. which was not first submitted to the Group within thirty (30) days after the employee and his/her eligible family members' eligibility date for coverage. Employees and dependents who do not enroll in a timely manner are ineligible for subsequent coverage unless they submit "Evidence of Insurability" for HHP Insurance Co.'s approval.

C. Employees and/or their dependent(s) who have previously waived coverage with HHP Insurance Co. are not considered eligible to enroll in the Plan unless they submit Evidence of Insurability and have their eligibility approved by HHP Insurance Co.

D. Termination of each enrollee (employee) and his or her eligible family members shall be deleted from coverage by HHP Insurance Co. upon receipt of proper written notice from the Group in a timely fashion. Timely shall be defined as within sixty (60) days after the effective date of the termination of the enrollee and his or her eligible family members. Notification of any continuation privileges required under applicable law shall remain the responsibility of the Group.

IV. COVERAGE

Dental Plan Chosen: Part A: 100%
Part B: 80%
Part C: 50%

Deductibles for B & C: \$50/\$150
Annual Maximum: \$1,500

V. GROUP CONTRIBUTION

The Group contribution set forth in Section II. A. of the premium rate schedule and on the Group Application shall not be changed during the term of the Agreement unless such change is agreed to in writing by HHP Insurance Co.

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VI. INELIGIBLE ENROLLEES:

In the event the Group fails to notify HHP Insurance Co. of the ineligibility of any enrollee for whom the Group has made the premium payments required as specified in Section II, such prepayment will only be credited to Group if HHP Insurance Co. or a dentist has not provided or paid for covered services for the ineligible enrollee before such notice but in no event later than ninety (90) days subsequent to the date such enrollee became ineligible (See paragraph II.B.).

VII. NOTICE

A. Any notice hereunder to be given to the Group or to HHP Insurance Co. shall be addressed to:

"Group's Physical Address, please:"

_____ HHP Insurance Co.
_____ ATTN: Executive Director
_____ 400 S. Wells Ave.
_____ Reno, Nevada 89502

Notice shall be mailed certified, return receipt requested.

B. HHP Insurance Co. recognizes that the Group may work with an Agent/Broker of Record who, individually or through a firm, arranges for a variety of types of Group insurance coverage. HHP Insurance Co. acknowledges that preference by the Group and wishes to work cooperatively with the named Agent/Broker of Record. It is the responsibility of the Group to identify the current Agent/Broker of Record on the Group Application. If, during a contract period, the Group wishes to change the Agent/Broker of Record, notice shall be provided, in writing, to HHP Insurance Co. in advance of the change. HHP Insurance Co. will make the change effective on the first day of the month following receipt of proper written notice from the Group. The Agent/Broker of Record must hold the appropriate valid health insurance license required by Nevada regulation.

VIII. TERMINATION OF AGREEMENT:

A. **AT OPTION OF PARTIES:** This Agreement may be terminated by HHP Insurance Co. without cause by giving at least sixty (60) days written notice. The group may terminate this Agreement without cause by giving HHP Insurance Co. at least thirty (30) days written notice. In such event, benefits hereunder shall terminate for all enrollees as of the date of termination of this Agreement.

B. **FOR CAUSE:**

1. This Agreement may be terminated by HHP Insurance Co. for any of the following reasons:

- i. If any premium payment required to be made by the Group is not received by the Premium Due Date, subject to a thirty (30) day grace period, HHP Insurance Co. may terminate the Agreement upon written notice.
- ii. Upon written notice in the event of insolvency or bankruptcy of the Group.
- iii. Upon written notice if Group ceases to operate or relocates out of the service area.
- iv. Material breach of any of the terms and provisions of this Agreement by Group. In this event HHP Insurance Co. shall, at its election and upon thirty (30) days prior written notice to Group, terminate this Agreement.

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2. This Agreement may be terminated by Group for any of the following reasons:

- i. Upon written notice in the event of insolvency or bankruptcy of HHP Insurance Co.
- ii. Upon written notice upon revocation of HHP Insurance Co.'s Certificate of Authority.
- iii. Material breach of any of the terms and provisions of this Agreement by HHP Insurance Co. upon thirty (30) days written notice.

IX. GENERAL PROVISIONS

A. **Amendments:** Neither party to this Agreement may amend the Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld.

B. **Strict Performance:** No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

C. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject matter hereof. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

D. **Governing Law:** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Nevada.

E. **No Third Party Rights:** Except as specifically provided elsewhere in this Agreement, nothing in this Agreement shall be construed as creating or giving rise to any rights to any third parties or any persons other than the parties hereto.

F. **Construction of Terms and Headings:** Words used in this Agreement shall be read as the masculine, feminine, or neuter gender, and as the singular or plural, as the content requires. The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

G. **Authority to Adopt Policies:** HHP Insurance Co. may adopt such policies, procedures and rules to promote orderly and efficient administration of this Agreement.

H. **Arbitration:** As a condition precedent to any right of action hereunder, if any dispute or controversy of any nature shall arise between the group, any subscriber, enrollee, heir-at-law or personal representative of the same as the case may be and HHP Insurance Co., its employees or agents, or any contracting providers, their employees or agent, the dispute or controversy shall be settled by arbitration before one arbitrator selected from a panel of arbitrators of the American Arbitration Association in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgement on the award entered in any court with jurisdiction.

I. **Relationship to Providers:** The relationship between HHP Insurance Co. and dental providers is that of an independent contractor and not that of employer/employee. HHP Insurance Co. is not liable for the acts or omissions of any Provider or of any person who undertakes to render services to enrollees of HHP Insurance Co.

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J. **Assignment:** Neither the Group nor a subscriber or enrollee may assign the benefits provided pursuant to this Agreement and the applicable Evidence of Coverage. Any attempted assignment by the Group, an enrollee or subscriber shall be ineffective.

K. **Acts of God:** If war, public disaster, public emergency, general epidemic, or other similar conditions prevent Providers of Services from providing services to enrollees, HHP Insurance Co. shall attempt to provide for such services in a comparable manner to the extent possible. If not possible, then HHP Insurance Co. may terminate this Agreement and the only obligation of HHP Insurance Co. shall be to refund the amount of the unearned prepaid premiums held by HHP Insurance Co. on the date such event occurs.

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 MAR -6 AM 1:13

LINDA SLATER
RECORDER

\$ PAID DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: March 5, 1998
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

SEAL

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