

BAZETTA TOWNSHIP TRUSTEES

REGULAR MEETING AGENDA

Date: November 14, 2023, 7:00 pm
Bazetta Township Administration Building
3372 State Route 5, N.E.
Cortland, Ohio 44410

Present:

Chairman Trustee Michael Hovis ____
Vice Chairman Trustee Bob McBride ____
Trustee Michael Morelli ____
Fiscal Officer Stacy Marling ____

Chairman Trustee Hovis opened the meeting with the Pledge of Allegiance and followed with a moment of silence.

Trustee McBride reminded the assemblage of the Public Comment Procedures and that the meeting was being video, and audio recorded for informational purposes.

CORRESPONDENCE (COPIES AVAILABLE UPON REQUEST: None)

ADMINISTRATION: The Fiscal Officer's monthly financial report will be posted to the township web site. Please visit at www.bazettatwp.org, under the tab titled Administration, Financial page and Reports. See attached agenda items

- Chairman Trustee Hovis – Please visit, follow, and share our new “Bazetta Township Ohio” Facebook page for updates and community events
- As a reminder our Administration Office is open Monday-Friday, 10:00AM-2:00PM to serve our residents
- We would like to remind everyone our Fire Department holds a “Coffee with the Crew” every Tuesday Morning from 8:30AM – 9:30AM. Please stop by!
- The Township Park was closed on November 6th for the winter season and will reopen in the spring.

156-23 Resolution to accept the meeting minutes from the Trustees Regular Meeting on October 10, 2023, and the Special Meeting Minutes on October 23, 2023.

Motion: Trustee _____

Second: Trustee _____

Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

157-23 Resolution to authorize the Fiscal Officer to pay all outstanding invoices and approve all warrants incurred from November 14, 2023, through December 12, 2023.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

158-23 Resolution to authorize the Fiscal Officer to amend the 2023 Certificate of Estimated Resources as follows:

Fund 1000 General \$35,621.01 Decrease
Fund 2011 Motor Vehicle License Tax \$900.00 Increase
Fund 2021 Gasoline Tax \$2,644.97 Increase
Fund 2031 Road & Bridge \$6,032.24 Increase
Fund 2041 Cemetery \$35,000 Increase
Fund 2081 Police District \$3,950.47 Decrease
Fund 2082 Police Equipment \$4,857.74 Decrease
Fund 2111 Fire District \$29,684.57 Decrease
Fund 3101 Bond Retirement \$6,142 Decrease

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

159-23 Resolution to authorize the Fiscal Officer to amend the 2023 Appropriations as follows:

Fund 2041 Cemetery \$10,593 Increase
Fund 2401 Special Assessments \$3,669 Increase
Fund 2111 Fire District \$63,000 Increase
Fund 3101 Bond Retirement \$6,142 Decrease

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

160-23 Resolution to accept the Delta Dental Insurance renewal contract offer with a 3.03% premium increase. (see attached contract)

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

161-23 Resolution to accept the Gilsbar (HealthComp) Medical Insurance renewal contract offer with no premium Increase (see attached contract)

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

Comments:

FIRE DEPARTMENT: See agenda items and monthly reports

Report from Chief Rink:

162-23 Resolution to accept the Retirement Letter from Captain Gary Walters who served the residents of Bazetta for 23 years. Effective date of January 7, 2024.

Motion: Trustee _____

Second: Trustee _____

Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

163-23 Resolution to promote Kyle Stern from a Part-time Firefighter/Paramedic to a Fulltime Firefighter/Paramedic with a hire date of November 12, 2023, pending Police and Fire Pension physical. Pay rate and probationary period will be per the current Collective Bargaining Agreement of the International Association of Fire Fighters Local #3703.

Motion: Trustee _____

Second: Trustee _____

Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

164-23 Resolution to accept the MOU between the American Red Cross Northern Ohio Region and the Bazetta Fire Department for a smoke detector program that will benefit the community.

Motion: Trustee _____

Second: Trustee _____

Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

165-23 Resolution to approve a Yamaha F25SMHC boat motor to replace the current OOS boat motor, from Pymatuning Boat Sales Inc. in the amount of \$4,325.00

Motion: Trustee _____

Second: Trustee _____

Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

Comments:

POLICE DEPARTMENT: Nothing for agenda. See monthly reports

Report from Chief Herlinger:

Comments:

ROAD DEPARTMENT: See agenda items

Report from Superintendent Arnal:

- Update on Paving Projects

166-23 Resolution to sell a 2000 International Dump Truck with plow and spreader
VIN# 1HTSDAAR71H372599 on govdeals.com with proceeds to be deposited into Fund 2011.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

167-23 Resolution to sell a 1996 S-10 Chevrolet Pickup Truck VIN# 1GCCS14X7TK199514 on
govdeals.com with proceeds to be deposited into Fund 2011.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

168-23 Resolution to trade 2011 Chevrolet Silverado VIN # 1GC1KCG9BF217888 and order the
replacement 2024 F-250 Truck from Mark Thomas Ford. The balance of \$46,888.84
Dollars to be paid upon delivery of the new truck from account # 2021-330-750-0000
(\$11,888.84 Dollars) and account # 2011-330-750-0000 (\$35,000.00 Dollars)

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

169-23 Resolution to accept the collective bargaining agreement between the Bazetta Township
Trustees and the International Brotherhood of Teamsters, Local 377 with the effective date of
January 1, 2024, through December 31, 2026

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

Comments:

PLANNING DIRECTOR, ZONING INSPECTOR AND CODE ENFORCEMENT OFFICER: Nothing for the agenda

Zoning Inspector Pete Pizzulo to report:

Comments:

ZONING BOARD OF COMMISSIONERS AND ZONING BOARD OF APPEALS: Nothing for the agenda

Report from Chairman Longo:

- Fourth Quarterly Meeting is scheduled for December 11, 2023, at 6:00PM in the Township Hall and is open to the public

PARKS AND RECREATION BOARD: Nothing for the agenda

Announcements:

- Park Cleanup Day is set for Saturday November 18, 2023, 9:00AM - 12:00PM

Trustee Morelli to give update:

Comments:

ASKED TO BE PLACED ON THE AGENDA: No one

PUBLIC COMMENT: We will accept public comment at this time

If anyone has a question or comment

- Raise your hand
- The Chairman will recognize you
- State your name and address for the record

Multiple speakers at the same time will not be allowed

Comments:

170-23 Resolution to adjourn meeting at ____.

Motion: Trustee ____

Second: Trustee ____

Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

Chairman Trustee Michael J. Hovis

Date

Vice Chairman Trustee Bob McBride

Date

Trustee Michael Morelli

Date



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 27, 2023

Cynthia Clements
Plancorp/Vantage Benefit Advisors, LLC
6200 Rockside Rd
Independence, OH 44131-2236

Dear Cynthia Clements,

Enclosed is renewal information for one of your Delta Dental Plan of Ohio groups that renews in the month of January. A renewal letter indicating the group's renewal rates is included.

Please ensure that the enclosed renewal documents are delivered to the group.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Woody Jenkins', written in a cursive style.

Woody Jenkins
Senior Account Manager

Enclosures:
0483-0596 Bazetta Township (Trumbull County)



www.deltadentalmi.com
www.deltadentaloh.com
www.deltadentalin.com

DeltaVision®

Dear Valued Delta Dental Customer,

We're excited to inform you of a new partnership between Delta Dental and VSP® Vision Care. Delta Dental has partnered with VSP—a national leader in vision benefits—to offer an exciting new addition for our dental benefits programs—DeltaVision®.

DeltaVision is committed to meeting and exceeding expectations by delivering value, choice and savings, including:

- The largest network of participating providers nationwide
- Innovative plan designs
- One-stop administration
- World-class customer service
- Support for overall health and wellness

VSP is well known for their best-in-class vision programs, making them the ideal complement to your dental plan. When DeltaVision is combined with your Delta Dental benefits, you get two great programs in one convenient and affordable package.

We have included with this letter our current product offerings along with more information about our new partnership. As questions arise, please reach out to your local Delta Dental sales and account management team as they will be able to assist you moving forward.

As always, we appreciate your business and look forward to working with you on any of your vision benefit needs.

Sincerely,

Delta Dental

VSP and VSP Vision Care are registered trademarks of Vision Service Plan.

Delta Dental of Michigan
PO Box 30416
Lansing, MI 48909

Delta Dental of Ohio
5600 Blazer Parkway, Suite 150
Dublin, OH 43017

Delta Dental of Indiana
225 South East Street, Suite 358
Indianapolis, IN 46202

DeltaVision plan options

Delta Dental has partnered with VSP® Vision Care—a national leader in vision benefits—to offer an exciting addition to our dental benefits programs. DeltaVision was created exclusively for our Delta Dental groups to broaden the scope of services we can provide to your company. Should you choose DeltaVision, you will receive best-in-class customer service from Delta Dental and VSP in addition to one-stop administration and support for both your dental and vision products.

DeltaVision 130	DeltaVision 150	DeltaVision 180
The DeltaVision 130 plan is an excellent base-level vision plan that offers affordable vision exams and copays for prescription glasses, as well as a \$130 allowance for frames or elective contact lenses.	The DeltaVision 150 plan offers the same great benefits and perks of the DeltaVision 130 plan, plus more—featuring a \$150 allowance for frames or elective contact lenses.	The DeltaVision 180 plan, our richest plan level, offers the same benefits as DeltaVision 150, but with a \$180 allowance. Additionally, the enhanced plan has no copayment on exams and materials.

	DeltaVision 130 Standard	DeltaVision 130 Enhanced	DeltaVision 150 Standard	DeltaVision 150 Enhanced	DeltaVision 180 Standard	DeltaVision 180 Enhanced
Exam/lens/frame frequency (months)	12/12/24	12/12/12	12/12/24	12/12/12	12/12/12	12/12/12
Contacts (instead of glasses) frequency (months)	12	12	12	12	12	12

In-network coverage³

Exam copay	\$10	\$10	\$10	\$10	\$10	\$0
Materials copay	\$25	\$25	\$25	\$10	\$10	\$0
Single vision, lined bifocal, lined trifocal or lenticular lenses	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full after copay
Frames allowance	\$130	\$130	\$150	\$150	\$180	\$180
Elective contact lenses allowance	\$130	\$130	\$150	\$150	\$180	\$180
Necessary contact lenses	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full after copay	Covered in full
Contact lens fit and evaluation copay	Up to \$60	Up to \$60	Up to \$60	Up to \$60	Up to \$60	Up to \$60

Rates (up to 1,000 enrolled subscribers)

3 tier

Employee only	\$5.82	\$7.94	\$6.08	\$9.48	\$10.19	\$11.69
Employee + one dependent	\$11.63	\$15.87	\$12.16	\$18.96	\$20.37	\$23.38
Employee + two or more dependents	\$18.74	\$25.57	\$19.59	\$30.54	\$32.82	\$37.67

4 tier

Employee only	\$5.82	\$7.94	\$6.08	\$9.48	\$10.19	\$11.69
Employee + spouse	\$11.63	\$15.87	\$12.16	\$18.96	\$20.37	\$23.38
Employee + child(ren)	\$12.46	\$17.00	\$13.02	\$20.31	\$21.82	\$25.04
Employee + spouse + child(ren)	\$19.90	\$27.15	\$20.81	\$32.44	\$34.85	\$40.00



Scan this QR code or visit bit.ly/3rsqWio for additional plan options and rates.

Out-of-network allowances

Exam	Up to \$45
Single vision lenses	Up to \$30
Bifocal lenses	Up to \$50
Trifocal lenses	Up to \$65
Progressive lenses	Up to \$50
Lenticular lenses	Up to \$100
Frames	Up to \$70
Elective contact lenses	Up to \$105
Necessary contact lenses	Up to \$210

Most popular lens enhancements (member cost)¹

All lens enhancements are covered after a copay saving members 30% on average.

	Single	Multifocal
Standard anti-reflective coating	\$41	\$41
Premium anti-reflective coating	\$68	\$68
Custom anti-reflective coating	\$85	\$85
Polycarbonate lenses (adult)	\$35	\$35
Polycarbonate lenses (child)	Covered	Covered
Standard progressive lenses	N/A	Covered
Premium progressive lenses	N/A	\$95 or \$150
Custom Progressive lenses	N/A	\$150 or \$175
Photochromic lenses	\$75	\$75
Scratch resistant coating	\$17	\$17

Additional savings²

Frames discount over allowance	An extra \$20 allowance on featured designer brands for frames. 20% savings on any amount above the retail allowance.
Additional pair	20% savings on unlimited additional pairs of prescription glasses and/or nonprescription sunglasses from any VSP network provider within 12 months of exam.
LASIK	Average 15% off the regular price, or 5% off the promotional price; discounts only available from contracted facilities.
Retinal imaging	Routine retinal screening covered after a maximum copay of \$39.
VSP Diabetic EyeCare Plus Program SM	Retinal screening for members with diabetes, \$0 copay. Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP network doctor for details. \$20 copay per exam.
Low vision	Pre-approved low vision supplemental testing covered every two years. 75% coverage for approved low vision aids, up to \$1,000 (less any amount paid for supplemental testing) every two years.
Eyeconic [®]	Go to eyeconic.com [®] for an easy-to-use, convenient online eyewear option.
TruHearing [®]	Save up to 60% on hearing aids and batteries. Visit truhearing.com/vsp or call 877-396-7194 for more information. ⁴

Scan the QR code
to view the FAQs or
visit qrco.de/be9yQB



Choose DeltaVision and offer your groups better
choices, smarter savings and the best care.

See the difference. Contact your
Delta Dental sales representative today.



Footnotes: www.deltadentaloh.com/DeltaVision-footnotes



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 27, 2023

Stacy A Marling
Fiscal Officer
Bazetta Township (Trumbull County)
3372 State Route 5
Cortland, OH 44410-1627

Re: Dental Plan Rate Review, Group #0483-0596

Dear Stacy Marling,

Thank you for placing your confidence in Delta Dental. We are committed to improving the oral health of our communities by providing access to the nation's largest dental network at competitive rates. This allows your enrollees to obtain the dental care they need to remain healthy.

We have completed a comprehensive review of your dental plan premiums, and your renewal documents were provided to your agent. Enclosed is a contract for the renewal of your existing dental plan. Please have your group's authorized representative sign the contract and return it to me at your earliest convenience. If we are not in receipt of the signed contract by the effective date, we will consider remittance of payment as acceptance of the contract, and we will continue to administer your dental benefits accordingly. By permitting us to do so, you accept the terms of this contract in full and agree that this contract is binding, even if you do not return a signed copy of the contract to us. If you do not wish to renew coverage, please provide notice to us in accordance with your Contract. Notwithstanding the above terms of this contract, all delinquent balances due to Delta Dental must be paid in full prior to acceptance on the above-mentioned renewal date. If there is a deficit at the time of your acceptance, Delta Dental reserves the right to revoke this offer and terminate your existing contract upon its natural expiration date.

Also included is a rate sheet outlining the premiums applicable to your new contract period, and a Benefit Highlight Sheet noting some of the benefits available under your current contract. These documents are intended to serve as quick reference guides outlining some of your contract and are not part of the contract noted above.

If your coverage or budget goals have changed, please contact Cynthia Clements or me for more plan design options. We can administer many different plan designs to suit your needs and provide you with a comprehensive analysis of how any changes would affect your rates. Benefit changes can be effective at your renewal, but you must request them no later than 15 days prior to your plan's renewal date.

Please call me at (614) 776-2307 if you have any questions or if I can be of help in any way. Thank you, we look forward to continuing our relationship with you and we greatly appreciate your business.

Sincerely,

Woody Jenkins
Senior Account Manager

cc: Cynthia Clements

Delta Dental of Ohio
Renewal Rates for Bazetta Township (Trumbull County) #0483
Effective January 1, 2024

Rates - Non-Retention		
Rates per enrollee per month	Current Rate(s) January 1, 2023 through December 31, 2023	Renewal Rate(s) January 1, 2024 through December 31, 2024
Enrollee only	\$27.14	\$27.96
Enrollee with one or more dependents	\$72.33	\$74.52
Overall Percent Change	3.03%	

Rating Requirements
Minimum client contributions: 100 percent for employee and 100 percent for dependent(s).
Tied to medical: No

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year non-retention contract.
Self-billing is not allowed and you agree to pay as invoiced each month.
Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and reference cards.
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalOH.com .
The plan specifications are subject to Delta Dental's standard exclusions and limitations, including: <ul style="list-style-type: none"> ➤ Oral exams (including evaluations by a specialist) are payable twice per calendar year. ➤ Prophylaxes (cleanings) are payable twice per calendar year. ➤ People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment. ➤ Fluoride treatments are payable twice per calendar year for people age 18 and under. ➤ Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period. ➤ Sealants are not a Covered Service. ➤ Composite resin (white) restorations are payable on posterior teeth. ➤ Porcelain and resin facings on crowns are Covered Services on posterior teeth. ➤ Implants are payable once per tooth in any five-year period. Implant related services are Covered Services. ➤ Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services. ➤ People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

Delta Dental of Ohio
Dental Benefit Highlights for
Bazetta Township (Trumbull County) #0483

Delta Dental PPO™ (Point-of-Service)

Coverage effective **January 1, 2024**

	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	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services - crowns	50%	50%	50%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	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. This amount may be less than what the Dentist charges and you are responsible for that difference.

Maximum Payment - \$1,000 per Member total per Benefit Year on all services, except cephalometric films, photos, and diagnostic casts.

Deductible - \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, and X-rays.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.



Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 (TTY users call 711) or look online at <https://www.DeltaDentalOH.com>.



**Delta Dental Contract
For
Bazetta Township (Trumbull County)**

This Contract ("Contract") is entered into by and between Bazetta Township (Trumbull County) (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2024, the ("Effective Date").

Section I. *Declarations*

The benefits available are as set forth 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 and the Summary of Dental Plan Benefits supersedes any contrary provision contained in subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2024

B. **First Renewal Date:** January 1, 2025

C. **Client Number:** 0483-0596

D. **Rate(s):**

Enrollee only - \$27.96 per month per Enrollee

Enrollee with one or more dependents - \$74.52 per month per Enrollee

These Rates are contingent upon 100% enrollment of the eligible Enrollee of the defined group and their Dependents. Rates do not include any applicable claims taxes.

DELTA DENTAL PLAN OF OHIO, INC.

BY: 

President and CEO

DATE: September 27, 2023

CONTRACTOR

BY: _____
(Authorized Signature)

(Title)

DATE: _____

Section II. Definitions

A. Contract

This document, including the Certificate and applicable Summary (ies) of Dental Plan Benefits (the terms of which are incorporated herein), and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

B. Rate

The amount, per Enrollee and Enrollee 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.

C. License

A limited, non-transferable, non-exclusive, non-sublicensable, temporary license granted to Contractor by Delta Dental to access and use Delta Dental's web portals.

Any capitalized terms not defined herein are defined in the Certificate.

Section III. Eligibility

A. Eligibility Requirements and Waiting Periods for Members

Eligibility requirements and waiting periods for Members are set forth in the Certificate and the applicable Summary(ies) of Dental Plan Benefits.

B. General Eligibility Rules

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V B. of this Contract.

C. Termination of Eligibility

Eligibility for Benefits will terminate for all Members 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 Member will also terminate under the following circumstances:

1. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract;
2. The Member fails to comply with the eligibility requirements of this Contract; or
3. The Member commits fraud or misrepresentation in the submission of any claim.

A Member 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 a Member whose eligibility is terminated.

D. 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.D. does not apply. Contractor should consult with its 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.D.
6. Contractor shall be solely responsible for identifying Members 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 a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member 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.D. 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 a Member under this Contract and the dental care certificate as long as coverage is provided under this Section III.D.
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.

E. Loss of Eligibility During Treatment

1. If a Member 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.

Section IV. Benefits

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental. Notwithstanding the foregoing, Contractor acknowledges that Delta Dental periodically updates its Certificates to account for CDT code changes issued by the American Dental Association and processing policy changes made by Delta Dental, and Contractor agrees that any such changes shall apply to this Contract provided that Delta Dental provides Contractor prior notice of any such changes. Such changes shall become effective as of the date indicated in such notice.

Section V. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Enrollee, a 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 Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.
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. 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 or Plan Sponsor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.

6. To provide a copy of the Certificate, Summary(ies) of Dental Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's or Plan Sponsor's expense.

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, 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, unless otherwise stated in the Declaration Section of this Contract, 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, unless otherwise stated in the Declaration Section of this Contract. 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 materially violated; or
- c. Initial size or composition of the group changes by ten percent (10%) or more unless otherwise set forth in the Declarations section of this Contract; 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, terminate this Contract.

2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.
3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Contract.
4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's 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 credits will be issued for any month in which claims were incurred.
5. 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 eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.
6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, 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.
7. To pay for any agreed-to, non-standard reports on a time and materials basis.
8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

Section VI. 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 Members.

- B. Binding Effect. All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.
- 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. Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.
- E. Legal Action. Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least 60 days advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.
- F. Indemnification.
1. Contractor agrees to defend, indemnify and hold harmless Delta Dental, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Contractor, its officers, directors, employees, agents or Members; or (ii) any negligent or willful act or omission by Contractor, its officers, directors, employees, agents or Members.
 2. Delta Dental agrees to defend, indemnify and hold harmless Contractor, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Delta Dental, its officers, directors, employees or agents; or (ii) any negligent or willful act or omission by Delta Dental, its officers, directors, employees or agents.
 3. A Party seeking indemnification shall (i) promptly notify the indemnifying Party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying Party settle a claim, suit or proceeding without first obtaining the written consent of the other Party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying Party as well as its officers, directors, and employees.
- G. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or a Member 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 a Member 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 Enrollees 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 Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.
- H. 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 Members shall be governed by such laws.
- I. 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.
- J. 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.
- K. 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.

- L. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve 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.
- M. Subrogation. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member 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.
- N. 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, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may 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 person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- O. Force Majeure. Unless otherwise stated in the Declarations Section of this Contract, 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, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.
- P. Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.
- Q. Governing Laws. This Contract will be governed by and interpreted under the laws of the State of Ohio.
- R. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.
- S. Entire Agreement. This Contract constitutes the entire agreement between the Parties.
- T. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive a Member 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.
- U. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. 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.
- V. Other Goods and Services. From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third-party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third-party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.
- W. Web Portal License.
1. Delta Dental grants to Contractor the License to access and use Delta Dental's web portals solely for the purpose of administering and/or viewing Member Benefits as set forth in this Contract, subject to any additional terms and conditions appearing on such web portals. Under this license grant, Contractor's Members are permitted to access and use Member Portal, and Contractor and its officers, directors, employees, contractors and agents are permitted to access and use Benefit Manager Toolkit as necessary solely for the purposes of administering Contractor's dental plan.

2. Contractor is solely responsible for managing access to the web portals, for securing the usernames and passwords of its, officers, directors, employees, contractors, agents and Members ("End Users") who use or access such web portals, and for any violation of this Contract by any such End Users. Delta Dental shall not be liable for Contractor's or Contractor's End Users' failure to properly secure their usernames or passwords and, unless otherwise exempt by law, Contractor shall indemnify and hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of (i) Contractor's, or Contractor's End Users', failure to properly manage access or secure usernames and passwords, (ii) any breach of this Contract by Contractor or its End Users; or (iii) any negligent or willful misuse of Delta Dental's web portals by Contractor or its End Users.
3. Contractor agrees that, to the extent its End Users will be entering eligibility data into Benefit Manager Toolkit on Contractor's behalf, Contractor shall be solely responsible for the accuracy and completeness of the eligibility data entered. Unless otherwise exempt by law, Contractor shall indemnify and hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of any eligibility data entered by Contractor's End Users.
4. Contractor acknowledges that Delta Dental's web portals permit individuals to view and access Protected Health Information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor therefore certifies that, when using the web portals, it and its End Users will abide by the provisions of HIPAA and all other applicable laws. As such, Contractor agrees that it and its End Users shall access and use Delta Dental's web portals for the sole purpose of viewing their own Benefits and/or performing plan administration functions on behalf of Contractor.
5. Contractor recognizes and agrees that Delta Dental retains sole title, right and interest in the intellectual property rights of its web portals including, but not limited to, any applicable patents, trademarks and/or copyrights. Contractor understands that the license granted herein transfers neither title nor proprietary rights to Contractor with respect to any web portals. As such, neither Contractor nor any of its End Users shall attempt to reproduce, modify, reverse assemble, reverse compile or reverse engineer the source code of Delta Dental's web portals.
6. Delta Dental reserves the right to terminate this license grant at any time with or without cause. This license grant shall terminate immediately upon termination of the Contract.

Section VII. Coordination of Benefits

All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

Section VIII. 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, unless Contractor or Delta Dental provides written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. 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 V.B.1 of this Contract; or
- C. The size of the group changes by ten percent (10%) or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or
- D. The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or
- E. The Contractor has otherwise materially breached this Contract.

Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with 30 days prior written notice.

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, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

Section IX. Confidentiality and Disclosure

- A. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.
- B. Confidential Information shall not include any information that:
1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
 2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
 3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).
- C. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.
- D. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.
- E. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.



**Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0483-0596
Bazetta Township (Trumbull County)**

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 Ohio

Benefit Year - January 1 through December 31

Covered Services -

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services - crowns	50%	50%	50%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	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. This amount may be less than what the Dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are Covered Services on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital,

developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

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 website or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,000 per Member total per Benefit Year on all services, except cephalometric films, photos, and diagnostic casts.

Deductible – \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, and X-rays.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the first day of the month following the date of hire.

Eligible People – All trustees, clerks and other local government unit employees of the Contractor who have met the waiting period as defined by the laws of the State of Ohio and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your Spouse and your Children age 25 and under to the day on which they attain the age of 26 or to the day on which they no longer qualify as a Dependent, whichever occurs sooner.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

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



Delta Dental PPO™

Our national PPO program

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE AND/OR DENTAL CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.

Welcome!

Your dental program is administered by Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation, doing business as Delta Dental of Ohio. Delta Dental of Ohio is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalOH.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalOH.com and selecting the link for our Member Portal. The Member Portal will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

I. Delta Dental PPO Certificate

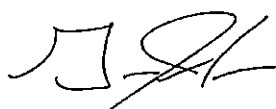
Delta Dental Plan of Ohio, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA

President and CEO

Delta Dental Plan of Ohio, Inc.

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for This Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this

Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- ◆ For dentures and partial dentures, on the delivery dates;
- ◆ For crowns and bridgework, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

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

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

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.

Delta Dental Premier® Dentist Schedule

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

Dentist

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

- ♦ **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- ♦ **Delta Dental Premier® Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- ♦ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- ♦ **Out-of-Country Dentist** – 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 Delta Dental Premier Dentists are sometimes collectively referred to herein as "Participating Dentists." Wherever a definition or provision of this Certificate differs from another state's Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

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

Deny/Denied/Denial

When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist's participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits.

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan.

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- ♦ The Submitted Amount
- ♦ 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.
- ♦ The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

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.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

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

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

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

PPO Dentist Schedule

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

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

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

Processing Policies

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.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

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 Certificate and supersedes any contrary provision of this Certificate.

Teledentistry

The delivery of dental services through the use of synchronous, real-time communication and the delivery of services of a dental hygienist or expanded function dental auxiliary pursuant to a dentist's authorization.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

- a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on 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. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
- c. Newborn: Your newborn will be eligible to enroll on the date of birth.
- d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship

over will be eligible to enroll on the earlier of (a) the date that the legal petition for adoption or guardianship becomes legally final, or (b) the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.

- e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
- f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.
- g. All others will be permitted on the 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 Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalOH.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
 - a. The Enrollee's full name and address
 - b. The Enrollee's Member ID number
 - c. The name and date of birth of the person receiving dental care
 - d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member. Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status

of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified in your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be

responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics, it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

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, Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations, with the exception of congenitally missing teeth.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. 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, histopathological examinations and miscellaneous tests.
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 procedures or techniques.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
13. Services or supplies 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.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
18. Caries preventive medicament.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
21. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
22. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
23. Veneers.
24. Prefabricated crowns used as final restorations on permanent teeth.
25. 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 between Delta Dental and the Contractor.

26. Implant/abutment supported interim fixed denture for edentulous arch.
27. Soft occlusal guard appliances.
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, sharing at least one posterior edentulous space in common.
37. Precision abutments, attachments and stress breakers.
38. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration, implants, ridge augmentation, ridge preservation/extraction sites, apicoectomy sites, hemisections, and periodontal or implant bone grafting.
39. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
40. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
41. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
42. 3-D scans and images.
43. Myofunctional therapy.
44. Mounted case analyses.
45. Molecular, antigen or antibody testing for a public health related pathogen.
46. Vaccinations.
47. Bone replacement grafts when performed in conjunction with a hemisection.
48. Fabrication, adjustment, reline, or repair of sleep apnea appliances.
49. Removal of non-resorbable barrier.
50. Intraoral tomosynthesis images.

51. Any and all taxes applicable to the services.
52. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the condition.
13. Post-operative X-rays, when done following any completed service or procedure.
14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. 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.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.

20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
26. Scaling and debridement in the presence of inflammation or mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery or debridement of a peri-implant defect.
27. Full mouth debridement, when done on the same day as a comprehensive periodontal evaluation.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, preventive resin restoration or interim caries arresting medicament performed on the same tooth.
29. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
30. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.
31. Reline or any adjustment or repair to a sleep apnea appliance within six months of the delivery.
32. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
33. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
34. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
35. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
36. Capture only images which are not associated with any interpretation or reporting.
37. Frenulectomy when performed on the same day as any other surgical procedure(s) in the same surgical area by the same dentist or dental office.
38. Surgical removal of implant body when performed within three months of an implant/mini-implant on the same tooth by the same dentist or dental office.
39. Non-surgical implant removal when performed within six months of an implant/mini-implant on the same tooth by the same dentist or dental office.
40. Scaling and root planing when performed on the same day as surgical root repair or exposures.
41. Surgical repair or exposure of root when performed on the same day as endodontic or periodontal surgical procedures.
42. Intraorifice barriers.
43. Removal of non-resorbable barrier when performed by the same dentist who placed the barrier.
44. Excision of benign or malignant lesions when performed in the same area and on the same day as another surgical procedure by the same dentist or dental office.
45. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

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 your responsibility. All time limitations are measured from the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which include bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.

5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
8. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
9. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age 8 and under.
10. 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. Subsequent minor restorations on the same tooth are also subject to this five-year limitation.
11. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
12. Individual crowns over implants are payable at the prosthodontic benefit level once in a five-year period.
13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for age 11 and under.
14. Hard full or partial arch occlusal guards are payable once in a lifetime.
15. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over.
16. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36-month period.
17. Prosthodontic Services limitations:
 - a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
 - b. A removable partial denture, endosteal implant (other than to support a denture), 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. A removable unilateral partial denture is payable once per quadrant in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.
 - e. Rebase hybrid prostheses are payable once in any five-year period per appliance.
 - f. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
 - g. Implant removal is payable once per tooth or area in a five-year period.
 - h. Implant maintenance is payable once per any 12-month period.
 - i. Removal of a broken implant retaining screw is payable once in a five-year period.
18. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:
 - a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.
 - 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.
19. 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.
20. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.
21. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.
22. Optional treatment: If you select 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. You are 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. Remember, you are responsible for the difference in cost for any optional treatment.

- a. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
 - b. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
 - c. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
 - d. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
 - e. Posterior 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.
23. Maximum Payment:
- a. All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.
24. 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.
 25. Caries risk assessments are payable once in any 12-month period for Members age 3-18.
 26. Assessments of salivary flow by measurement are payable once in any 36-month period.
 27. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period.
 28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restoration involving the occlusal surface.
 29. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five applications per day.
 30. Sealants are covered once per tooth per lifetime on first permanent molars for Members age 9 and under.
 31. Sealants are covered once per tooth per lifetime on second permanent molars for Members age 14 and under.
 32. One cone beam CT is allowed within a 12-month period except when performed for TMD treatment.
 33. Restorations performed within two months of caries arresting medicament.
 34. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your 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, veneer, 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. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
12. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface when performed by the same office.
13. A sealant, sealant repair or preventive resin restoration is not payable when performed within 24 months of a sealant, sealant repair or preventive resin restoration performed on the same tooth.

14. One caries risk assessment is allowed on the same date of service.
15. One caries risk assessment is allowed within a 12-month period when done by the same dentist/dental office.
16. One assessment of salivary flow by measurement is allowed within a 12-month period when done by the same dentist/dental office
17. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when a Person has health care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100 percent of the total Allowable Expense.

Definitions

Plan

A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, health insuring corporation ("HIC") contracts, Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan

For purposes of this Article IX, This Plan means, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules

The Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that all Plan benefits do not exceed 100 percent of the total Allowable Expense.

Allowable Expense

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
2. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
3. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan

that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans.

5. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

Closed Panel Plan

Closed Panel Plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial Parent

Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Child resides more than one half of the calendar year excluding any temporary visitation.

Order of Benefits Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
2. Except as provided in paragraph 3 below, a Plan that does not contain a COB provision that is consistent with Ohio regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
3. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
4. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
5. Each Plan determines its order of benefits using the first of the following rules that apply:

Non-Dependent or Dependent. The plan that covers the Person other than as a dependent, for example as an employee, member, policyholder,

subscriber or retiree is the Primary Plan and the plan that covers the person as a dependent is the Secondary Plan. However, if the Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

Dependent Child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent Child is covered by more than one Plan the order of benefits is determined as follows:

- a. For a dependent Child whose parents are married or are living together, whether or not they have ever been married:
 - ♦ The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
 - ♦ If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

However, if one spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.

- b. For a dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
 - ♦ If a court decree states that one of the parents is responsible for the dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
 - ♦ If a court decree states that both parents are responsible for the dependent Child's health care expenses or health care coverage, the provisions of subparagraph (a) above shall determine the order of benefits;
 - ♦ If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent Child, the provisions of subparagraph (a) above shall determine the order of benefits; or
 - ♦ If there is no court decree allocating responsibility for the dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:

- (1) The Plan covering the Custodial Parent;
- (2) The Plan covering the spouse of the Custodial Parent;
- (3) The Plan covering the non-custodial parent; and then
- (4) The Plan covering the spouse of the non-custodial parent.

- c. For a dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the Child.

Active employee or retired or laid-off employee.

The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary plan.

Effect on the Benefits of This Plan

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will

calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, Benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Delta Dental may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. 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 apply those rules and determine Benefits payable.

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 that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. 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 the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments 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 persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Coordination Disputes

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-

524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. You may also follow the Claims Appeal Procedure below. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526 or visit the Department's website at <http://insurance.ohio.gov>.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental provides this opportunity for you to describe problems or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but **you must file your request for review within 180 days of the date that you received that Adverse Benefit Determination.**

To request a formal review of your Claim, send your request in writing to:

**Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916**

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

If you are still not satisfied, you may contact the Ohio Department of Insurance for instructions on filing a consumer complaint by calling 614-644-2673 or 800-686-1526. You may also write to the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town St., Third Floor, Suite 300,

Columbus, Ohio, 4321543215 or visit the Department's website at <http://insurance.ohio.gov>.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- ◆ When the Contractor advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which the Contractor has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any Claim.
- ◆ For your Dependent, when they no longer qualify as a Dependent.
- ◆ For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If the Contractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

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 you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide payments or benefits for the Covered Services that were paid for by Delta Dental,
2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed. Please note that Delta Dental's recovery pursuant to this section is subject to your rights as a subrogee as set forth in ORC Section 2323.44.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental

advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days 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. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

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 completed. In the event that a Participating Provider submits a Claim more than one year from the date of service, Delta Dental will deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Provider submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. 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 you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Ohio.

Right of Recovery Due to Fraud

If Delta Dental pays for services 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 your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Insolvency

Delta Dental is not a member of any guaranty fund, and in the event of Delta Dental's insolvency, Enrollees are protected only to the extent that the hold harmless provision required by section 1751.13 of the Ohio Revised Code applies to the health care services rendered.

In the event of insolvency of Delta Dental, an Enrollee may be financially responsible for health care services rendered by a provider or health care facility that is not under contract with Delta Dental, whether or not Delta Dental authorized the use of the provider or health care facility.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147

Notice Concerning Coverage Limitations and Exclusions under the Ohio Life and Health Insurance Guaranty Association Act

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.*

Ohio Life and Health Insurance Guaranty Association
5005 Horizons Drive, Suite 200
Columbus, OH 43220

Ohio Department of Insurance
50 West Town Street Third Floor-Suite 300
Columbus, OH 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract; if they are insured under a group insurance contract, issued by a member insurer; or if they are the payee or beneficiary of a structured settlement annuity contract. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;

- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than \$100,000 in cash surrender values, \$500,000 in major medical insurance benefits, \$300,000 in disability or long-term care insurance benefits, \$100,000 in other health insurance benefits,

\$250,000 in present value of annuities, or \$300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of \$300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is \$500,000.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DA Cs, etc.) covered by the act:

For unallocated annuities that fund governmental retirement plans under §§401, 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual, except as noted above. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

For more information about the Ohio Life & Health Insurance Guaranty Association,
visit our website at: www.olhiga.org.

As of 11/15/2018

MedPair

Supplemental Health Insurance



Proposal for:

BAZETTA TOWNSHIP

Effective Date

1/1/2024

(This quote will only be for illustrative purpose if it is issued more than 90 days in advance of the effective date.)

Proposal Expiration Date:

12/8/2023

Presented by:

Chelten Benefits Group

Underwritten by Nationwide Life Insurance Company, Columbus, Ohio. Applicable to policy form GGAP AO L20 or state equivalent. Products are not available in all states; residents in the following states will be excluded from coverage: NH & WA. All coverage is subject to availability, underwriting approval, and specific state mandates. The benefits and exclusions outlined in this proposal are for illustrative purposes only and are not guaranteed until all underwriting requirements have been satisfied. Firm rates are not available more than 90 days from the proposed effective date. MedPair does not cover 100% of out of pocket expenses. Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company. Third party marks that appear in this message are the properties of their respective owners. AccuRisk Solutions LLC and Nationwide Life Insurance Company are separate and non-affiliated companies. © AccuRisk Solutions 2023.
NSM-0308AO (07/23)

Help your employees cover their medical expenses.

As employees face higher co-pays, deductibles and health care premiums, a relatively new insurance product has become increasingly popular.

It is known as “supplemental” or “bridge” insurance, and it covers some of the out-of-pocket health care costs that are becoming more difficult for employees to shoulder.

MedPair provides a solution for both you and your employees. It offers benefits to help your employees pay for deductibles and out-of-pocket expenses for inpatient and outpatient treatment, and provides you with an option to help employees with their share of medical expenses.



A+

A.M. Best
2nd strongest of 16
Received 10/17/02
Affirmed 12/01/22

A1

Moodys
5th strongest of 21
Received 3/10/09
Affirmed 5/27/2020

A+

Standard & Poors
2nd strongest of 16
Received 10/17/02
Affirmed 4/19/2022

BAZETTA TOWNSHIP - October 24, 2023

These ratings and rankings reflect rating agency assessment of the financial strength and claims-paying ability of Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company. They are not intended to reflect the investment experience or financial strength of any variable account, which is subject to market risk. Because the dates are updated only when there's a change in the rating, the dates above reflect the most recent ratings we have received. They are subject to change at any time.

Automated Solutions

+

Comprehensive
Technology

+

Consultative Advocacy
Services

=

 **HealthComp**

- ✓ Census file upload capability
- ✓ Professional implementation
- ✓ E-payment availability for providers
- ✓ Web portal accessibility for benefit changes, group forms/policies
- ✓ Mobile App for viewing ID cards, claims status, benefit info, contact info
- ✓ Answers to employee inquiries
- ✓ Claim/billing resolutions
- ✓ Assistance with locating providers and scheduling appointments
- ✓ Full service available 7 AM to 7 PM CST



The super simple way to save money on your prescriptions, with deep discounts on thousands of brand and generic drugs.

ScriptHero is here to help you and your loved ones when you need it most. With ScriptHero, you could save money on your prescriptions by comparing cash prices at nearby pharmacies, all from the convenience of your phone, tablet or computer.

Three Easy Steps:

- 1) Search for your Prescription
- 2) Get your discount card
- 3) Receive your discount

- ✓ User Friendly
- ✓ Deep Discounts
- ✓ Brand & Generic

More than 62,000 pharmacies accept ScriptHero, including most major drug store chains and big box stores.

There is no cost to enroll. No claim forms. No coupons to juggle. ScriptHero works for everyone, regardless of health coverage.

Show your pharmacist your ScriptHero discount card to claim your savings.

To get started saving with ScriptHero visit:

go.scripthero.com/Nationwide

BAZETTA TOWNSHIP - October 24, 2023



Inpatient Hospital Benefit

Includes coverage for confinement and services rendered as an inpatient in a hospital – room charges, surgery, in-hospital physician charges, and emergency room treatment (if admitted to hospital). Registered IP minimum is 23 hours.



Outpatient Benefit

Includes coverage for services rendered in a hospital emergency room, hospital outpatient facility, outpatient surgical facility, diagnostic facility, physicians office, lab facility, and urgent care facility.

Plan 1

Benefit

One Bucket IP & OP	\$6,350
Annual Max Benefit per Family	2x
Physician Office Visit	Not Included
Deductible	\$500
Annual Max Deductible per Family	2x
MNSA	Yes
Employer Contribution	Employer Paid

	Employees	Under 40	40 - 49	50+
Employee Only	7	\$55.90	\$76.24	\$125.64
Employee + Spouse	7	\$104.83	\$144.33	\$245.06
Employee + Children	3	\$108.46	\$137.15	\$184.14
Family	5	\$154.57	\$194.09	\$296.73
Total Monthly Cost	22	\$3,193.95		

Plan 2

Benefit

One Bucket IP & OP	\$0
Annual Max Benefit per Family	2x
Physician Office Visit	Not Included
Deductible	None
Annual Max Deductible per Family	Not Included
MNSA	Yes
Employer Contribution	Employer Paid

	Employees	Under 40	40 - 49	50+
Employee Only	7			
Employee + Spouse	7			
Employee + Children	3			
Family	5			
Total Monthly Cost	22			

Plan 3

Benefit

One Bucket IP & OP	\$0
Annual Max Benefit per Family	2x
Physician Office Visit	Not Included
Deductible	None
Annual Max Deductible per Family	Not Included
MNSA	Yes
Employer Contribution	Employer Paid

	Employees	Under 40	40 - 49	50+
Employee Only	7			
Employee + Spouse	7			
Employee + Children	3			
Family	5			
Total Monthly Cost	22			

Rates include \$2 Monthly Consulting Fee.

AccuRisk Ancillary Solutions collects employee information on behalf of the employer and broker for submission to Nationwide Life Insurance Company for underwriting purposes. AccuRisk Ancillary Solutions does not act on behalf of Nationwide Life Insurance Company but as a representative of the broker and the employer.

BAZETTA TOWNSHIP - October 24, 2023

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MedPair Plan Details

Employer paid or Voluntary If contribution is 100%, 100% participation is required. If contribution is between 50-99%, must have at least 75% participation. Requirements will vary for groups with less than 50% contribution.	Group size parameters Minimum accepted enrollment is 5 employees for an employer paid offering. Composite rates require at least 20 enrolled employees.	MedPair does not cover... Outpatient Rx, office visit charges (option to add this coverage is available), dental/vision, preventative and wellness care. Please see policy for full list of exclusions.	Mental Health & Substance Abuse Coverage of MHSA is available as an added layer of coverage on MedPair. Please contact representative for details.
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Requirements for Binding Coverage

Underlying medical plan details/rates This must be inclusive of plan summary provided by fully insured or self funded carrier	Employer Application All fields must be completed and endorsed by group administrator or business owner	Fully completed Excel census All employee <u>and</u> dependent info is required. Please contact your representative for MedPair template	HealthComp Summary Page To be utilized by HealthComp to easily assist members when speaking with customer service representative
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• Rates and benefits subject to review and adjustment at final enrollment
 • Only one plan is allowed per group. Multiple plans require special underwriting by Nationwide.
 • All rates in this proposal valid only for the effective date shown on the cover page and are subject to adjustment

We wish to bind coverage effective: _____ Using: (circle one) Age-Banded Rates Composite Rates if Available

(Please check) Plan 1 _____ Plan 2 _____ Plan 3 _____

Signature of Employer Authorized Representative: _____ Date: _____

AccuRisk Ancillary Solutions collects employee information on behalf of the employer and broker for submission to NationwideLife Insurance Company for underwriting purposes. AccuRisk Ancillary Solutions does not act on behalf of Nationwide Life Insurance Company but as a representative of the broker and the employer.

BAZETTA TOWNSHIP - October 24, 2023

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Guidelines

Claims Filing Process

The covered member must submit a copy of the Explanation of Benefits from their major medical carrier and a copy of the charges from their physician.

Eligibility Guidelines

A person must be covered by a Health Benefit Plan (must have common deductible for all conditions) to be eligible for benefits under the Supplemental Health Insurance Plan. Health Benefit Plan means any self-funded or fully insured major medical or comprehensive medical plan through which an Insured Person has coverage. Health Benefit Plan does not include any other comprehensive major medical plan or any limited medical program. Plan benefits do not fit the definition of other health coverage underneath a Health Savings Account (HSA) as determined by the Internal Revenue Service.

Enrollment

Enrollment in MedPair is the same as in a group Health Benefit Plan. With the exception of new hires, employees may only enter the plan via open enrollment.

Payment

Please do not include an initial month premium check with enrollment materials. Electronic payment is available through Gilsbar.

COBRA

MedPair from Nationwide is subject to COBRA, which requires certain group health plans to provide a temporary continuation of group health coverage that otherwise might be terminated. COBRA requires continuation of coverage to be offered to covered employees, their spouses, their former spouses, and their dependent children when group health coverage would otherwise be lost due to certain specific events. These include the death of the covered employee, termination or reducing the hours of employment, divorce or legal separation from a covered employee and a loss of dependent status (and therefore coverage) under the plan. Please notify your COBRA administrator of this and inform HealthComp if there are COBRA persons to be included under MedPair.

Exclusions

No Benefits are payable under the Policy for the following, except as required by state mandates. In addition, the charges listed below will not be recognized toward the satisfaction of any deductible:

- Any expenses incurred during any period the covered person does not have coverage under a Health Benefit Plan;
- Suicide or any attempt thereof, while sane or insane;
- Any intentionally self-inflicted injury or sickness, while sane or insane
- Rest care or rehabilitative care and treatment;
- Voluntary abortion except:
 - Where the insured or dependent life would be endangered if the fetus were carried to term; or
 - Where medical complications have arisen from abortion
- Any injury or sickness as a result of participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority. For purposes of this exclusion, participation means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law;

- A covered person engaging in any act or occupation which is a violation of the law of the jurisdiction where the loss or cause of loss occurred. A violation of law includes both misdemeanor and felony violations;
- Participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
- Injury or sickness as a result of air travel, except:
 - As a fare-paying passenger on a commercial airline on a regularly scheduled route; or
 - As a passenger for transportation only and not as a pilot or crew member
- Any injury that occurs while a covered person has been determined to be intoxicated:
 - By judicial or administrative judgment or order;
 - By evidence of an alcohol concentration in the blood, breath or urine of a covered person which equals or exceeds the limits set by applicable motor vehicle laws; or
 - By other evidence demonstrating the covered person was under the influence of any alcohol, narcotic, barbiturate or hallucinatory drug, unless the same was administered on the advice of a physician and was taken according to the prescribed dosage; and the use of such substance was a proximate cause of the injury
- Alcoholism or drug use, unless administered on the advice of a physician and was taken according to the prescribed dosage;
- Any treatment, drugs or surgery considered experimental by the American Medical Association; the Health Care Finance Administration or the Federal Drug Administration;
- Any loss while the covered person is in the service of the Armed Forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the Armed Forces. Upon notice to the Company of entering the Armed Forces, the Company will return to the covered person pro rata any premium paid, less any benefits paid, for any period during which the covered person is in such service;
- Injury or sickness for which compensation is payable under any Workers' Compensation Law; any Occupational Disease Law or similar legislation;
- Mental illness or functional or organic nervous disorders, regardless of the cause;
- Dental or vision services, including, but not limited to, treatment, surgery, extractions or x-rays, unless:
 - Resulting from an injury occurring while the coverage of a covered person under the policy is in force and if performed within 12 months of the date of such accident; or
 - Due to congenital disease or anomaly of a dependent newborn child;
- Routine examinations, other than well child examinations if the Physician Office Visit Benefit is listed in the Schedule of Benefits, such as health exams, periodic check-ups or routine physicals



BAZETTA TOWNSHIP - October 24, 2023

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Deanna Longo

From: Fiscal Officer
Sent: Friday, November 10, 2023 8:39 AM
To: Deanna Longo
Cc: Michael Arnal
Subject: FW: agenda

Please see below agenda items for the Road Dept.

Stacy A. Marling

FISCAL OFFICER
P: 330-637-8816
F: 330-637-4588

From: Michael Arnal <marnal@bazettatwp.org>
Sent: Thursday, November 9, 2023 3:24 PM
To: Fiscal Officer <fiscalofficer@bazettatwp.org>
Subject: agenda

Good afternoon,
The road department would like to add the following to the agenda.

Resolution to sell a 2000 international dump truck with plow and spreader vin #1HTSDAAR71H372599 on govdeals.com to be deposited into Fund 2011.

Resolution to sell a 1996 S-10 chevy pickup truck vin # 1GCCS14X7TK199514 on govdeals.com to be deposited into Fund 2011.

Resolution to trade 2011 chevy sliverado vin # 1GC1KCG9BF217888 and order the replacement 2024 F-250 truck from Mark Thomas Ford.

The balance of \$46,888.84 to be paid upon delivery of the new truck from account # 2021-330-750-0000 (\$11,888.84) and account # 2011-330-750-0000 (\$35,000.00)

Michael Arnal
Road Superintendent
Bazetta Township
(330)637-8311
marnal@bazettatwp.org
www.bazettatwp.org

Deanna Longo

From: Tom Rink
Sent: Friday, November 10, 2023 11:57 AM
To: Deanna Boggess
Subject: fire department agenda
Attachments: Gary.pdf; monthly report October.pdf; Red Cross.pdf; Boat.pdf; AGENDA 11-14-23.pdf

Deanna,

Attached is the agenda for the fire department. Have a good weekend.

Tom

10/11/23

Chief Rink-

I will be officially retiring from the Bazetta Twp Fire Dept effective 0800 1/7/24. I will be using accumulated time off during the months of Nov/Dec 2023 and Jan 2024.

Respectfully Your,

A handwritten signature in black ink, appearing to read "G W Walters", with a stylized flourish at the end.

Gary W. Walters



Bazetta Fire

October 2023

Total Incidents - 116

Fire Calls – 5

E.M.S – 91

Rescue Calls – 9

Other Calls – 11

Total Training Hours - 56

On Station Training – 36

Off Site Training – 10

Officers Training – 2

Drivers Training – 6

Preplans/Inspections - 2

Public Events Total - 5

Public Education Classes – 0

Smoke Alarms Installed – 2

Lock Boxes Installed – 0

Senior Watch Signup – 0

Trick or Treat Events -- 3

Inspections Total - 15

Business Inspections – 15

Home Inspections – 0

Fireworks Inspections – 0

Print Review - 0

Memorandum of Understanding

between

*American Red Cross
Northern Ohio Region*

and

*Bazetta Township, Ohio
acting through its Fire Department*



**American
Red Cross**

I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the Northern Ohio Region of the American Red Cross and the Township of Bazetta, Ohio, acting through its "Fire Department". This MOU provides a broad framework for cooperation between the two organizations in conducting smoke alarm installations and fire safety education in the community. Both Red Cross and Bazetta Township Fire Department are a "Party" under this MOU.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. However, the Bazetta Township Fire Department shall acknowledge the relationship between the Bazetta Township Fire Department and the American Red Cross when publicly discussing the program outlined herein. Each party is separately responsible for establishing its own policies and financing its own activities except as outlined below.

III. Organization Description

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. The Red Cross depends on the many generous contributions of time, blood, and money from the American public to support its lifesaving services and programs. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

IV. Methods of Cooperation

In order to establish a relationship between the Bazetta Township Fire Department and the Northern Ohio Region of the Red Cross to provide fire safety preparedness activities within the community by conducting outreach which focuses on visiting homes to install smoke alarms, replace alarm batteries and help residents make home fire escape plans, the following roles and responsibilities are agreed upon:

1. Communication between organizations

Representatives of Bazetta Township Fire Department and the Northern Ohio Region of the Red Cross will maintain open communication. Each party will share programmatic reports and information, changes in policy or personnel relating to this MOU, and any additional information pertinent to disaster preparedness and response to the extent permitted by law.

2. The American Red Cross – Northern Ohio Region

The Northern Ohio Region of the American Red Cross shall establish and/or provide the Bazetta Township Fire Department with the following at no cost.

- A “smoke alarm hotline” that will be used to accept requests from residents who are seeking installation of smoke alarms. Calls directly to your department is acceptable.
- At regular intervals a list of addresses of residential properties that have requested provision of single station smoke alarms through the American Red Cross “smoke alarm hotline”.
- When available, a supply of up to three (3) smoke alarms to be installed in the residential properties identified on the list provided.
- Copies of educational materials to be used for the following:
 - ✓ A “home Fire Safety” checklist for review with the resident.
 - ✓ Information on how to create a “fire escape plan”.

3. The Bazetta Township Fire Department

The Bazetta Township Fire Department shall insure the following activities/actions are conducted in a professional and workmanlike manner.

- Their employees/personnel will report to the addresses identified in the list provided by the Red Cross during daytime hours, in appropriate apparel and with appropriate identification to install the smoke alarms.
- The Bazetta Township Fire Department employees shall install up to three smoke alarms provided by the Red Cross in the living space of the residential property identified using the following concepts:
 - ✓ The smoke alarms shall be affixed within the residence (i.e. installed) in accordance with manufacture’s recommendations.
- The Bazetta Township Fire Department personnel shall conduct a short fire education presentation to the residents at the location that will include supplying the resident with the following:
 - ✓ A Red Cross “Home Fire Safety” checklist for review with the resident.
 - ✓ A Red Cross Information on how to create a “fire escape plan”.
- The Bazetta Township Fire Department shall at the time of installation in the residence acknowledge that the alarms are being provided by the American Red Cross.
- The Bazetta Township Fire Department shall utilize the appropriate forms as agreed upon by the two parties and return the forms to the Preparedness Director of the American Red Cross within 7 days of the actual installation.
- The Bazetta Township Fire Department will report month end inventory of smoke alarms that have yet to be installed to the Preparedness Director of the American Red Cross by the 27th of each month.

V. General

- a. Both parties agree not to use or display any trademarks of the other, including the seal of without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose
-

of MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review and approval at the sole discretion of the “owning party”, in advance of dissemination or publication.

- b. The Northern Ohio Region of the American Red Cross and Bazetta Township Fire Department shall collectively ensure joint acknowledgement of the relationship between the two parties, at all times, when publicly referencing the smoke alarm installation program.
- c. The Northern Ohio Region of the American Red Cross and the Bazetta Township Fire Department will allocate responsibility for any shared expenses in writing in advance of any commitment.

VI. Principles of Conduct

The parties agree to that the following principles shall be adhered in regard to implementation of this program:

- 1. Services outlined in this agreement are provided regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind.
- 2. Services outlined will not be used to further a particular political or religious standpoint.
- 3. The custom and culture of those we assist shall be respected.

VII. Periodic Review and Analysis

Representatives of the American Red Cross Region and Bazetta Township Fire Department will jointly evaluate their progress in implementing this MOU every three years and revise and develop new plans or goals as appropriate.

VIII. Term and Termination

This MOU is effective as of the date of the last signature below and expires 3 years from the last signature date. The parties may extend this MOU for additional 1 year periods, and if so should confirm this in writing. This MOU may be terminated at any time upon written notice from either party to the other.

IX. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

X. Signatures

**American Red Cross of
Greater Akron & Mahoning Valley**

Bazetta Township Fire Department

By: _____
Signature

Name
:

Print Name

Title: _____
Print Title

Date: _____

By: _____
Signature

Name
:

Print Name

Title: _____
Print Title

Date: _____

Approved as to form and correctness:

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

Relationship Manager Contact*

American Red Cross Chapter		Bazetta Township Fire Department	
Contact	Kristen Gallagher	Contact	
Title	Disaster Program Specialist	Title	
Office phone	234-855-8025 – Direct office	Office phone	
Mobile	330-360-5488	Mobile	
e-mail	Kristen.gallagher2@redcross.org	e-mail	

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

Operational Contact

American Red Cross Chapter		Bazetta Township Fire Department	
Contact	Kristen Gallagher	Contact	
Title	DPS	Title	
Office phone	330-392-2551	Office phone	
Mobile	330-360-5488	Mobile	
e-mail	Kristen.gallagher2@redcross.org	e-mail	

September 27, 2023

Trustee Mike Hovis
Trustee Bob McBride
Trustee Mike Morelli

RE: Proposal and bids for new outboard motor

Dear Sirs,

Over the past several weeks I have discussed ongoing mechanical and performance issues with the current outboard motor that provides the power for our water rescue boat with Chief Rink. During various rescue operations over the past few years and as recent as our annual water rescue training in August of this year our personnel have experienced complete power and/or mechanical failure. When this occurred, we were fortunate that no personnel nor members of the public have been in danger as a result.

This ongoing problem has the potential to put victims in need of rescue in greater jeopardy and most certainly hamper search and rescue efforts. Without an outboard motor to power our rescue boat, our personnel are reduced to using oars to get to their desired area of need. This type of manual rowing is extremely physically exhausting for our rescuers when moving into the wind or covering a great distance. The need to have a reliable outboard motor to power our boat is essential for efficient and safe water rescue operations.

When mechanical issues have presented, our motor was taken to numerous boat repair businesses. In the end there were different problems each time the motor was repaired. Below are the just some of the mechanical repairs over the past few years:

- Water pump
- Numerous solenoids
- Fuel pump, lines and filters
- Numerous spark plugs, wires
- Damaged Injector
- Loss of components, replaced.
- Power head corrosion

Its worth noting that none of these issues were a result of misuse or improper care but rather age and natural deterioration of parts.

Gentlemen, I have spoken to numerous repair shops, technicians and boat dealer owners and I receive the same information regarding our 25 HP Evinrude E-Tec. With Evinrude no longer being in business, parts have not only become scarce, but even more prevalent is the

technology needed to diagnose and repair the "E-Tec line of motors is not equipment most dealers even have anymore. I have also been informed that our motor has little to no value due to the E-Tec line of motors being undesirable to boaters; preferring technology that is not already obsolete.

On September 21, 2023, I had again expressed my concerns with Chief Rink as well as had a phone conversation with Trustee McBride. Through those discussions I was given permission to obtain bids to potentially replace our existing outboard with a new one. Attached you will find that I have obtained bids for multiple motor manufacturers with the same specifications for our new outboard from 3 separate vendors. The highlighted quotes are for a 25 HP 4-stroke outboard, manual start and short shaft.

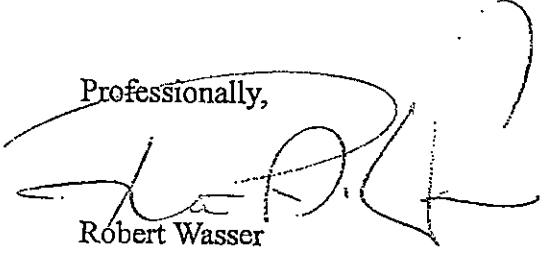
While all vendors expressed that if our future ever had the need for repair, Bazetta Fire Department's repair would be given priority, 2 of the 3 vendors would not be able to provide our department with a "replacement" and/or "loaner" motor for rescue operations should the potential repair take an extended period of time. Boat Repair 2 U is located in Southington. Mark's Trailer Sales & Marine is located in Champion and Pymatuning Boat Sales (PBS) is located in Jamestown, PA.

Although 2 of the 3 vendors are somewhat closer to our township, Pymatuning Boat Sales has performed many repairs to our current outboard and has NEVER charged us a fee for any repairs. Additionally, they have also provided our department with a replacement motor during our most recent repair. PBS also has the lowest bid for the specifications we requested between Mercury and Yamaha respectively. When comparing the identical Yamaha outboard quotes, PBS again has the lowest quote by nearly \$400.

Considering all of this information regarding vendors, various motors, future repairs if needed, the need for priority turnaround service, the reliability of having a replacement available and the fact that we have never received a bill for service, my professional recommendation is to purchase a new 25 HP, 4-stroke, short shaft, manual start Yamaha outboard motor at a cost of \$4,325.00 from Pymatuning Boat Sales. I feel that Bazetta Fire Department's needs have always been addressed immediately and very generously at NO COST to our township when repairs have been made. There are not many businesses like this left in our area and I feel that the relationship that our department has with PBS will remain intact and strong for years to come.

If you have any questions regarding any or all of this information, please do not hesitate to contact me.

Professionally,



Robert Wasser
Bazetta Fire Department

BOAT REPAIR 2 U
DOCKSIDE & RESIDENTIAL SERVICE
 PARTS / SERVICE / WINTERIZATION / ELECTRONICS
 **330-353-0389**
 BOATREPAIR2U@AOL.COM CALL OR TEXT
QUALITY MARINE SERVICE
 PONTON TRANSPORTING ON OUR TRAILER
 OUTBOARD / INBOARD / STERN DRIVE
 SERVING ALL OF YOUR BOATING & RESTORATION NEEDS
 DOUGLAS S. LEHNER, OWNER, MASTER TECHNICIAN



INVOICE

BILL TO

BAZETTA TWP FIRE DEPT.
 C/O ROB WASSER
 3000 Warren Meadville Rd,
 Cortland, OH 44410
 (330) 637-8816

INVOICE # 2439

DATE 09/21/2023

DUE DATE 09/22/2023

TERMS ESTIMATE

SERVICE/PART	DESCRIPTION	QTY	RATE	AMOUNT
Services	<p>Suzuki 25 HP DF25AS5 Outboard Motor</p> <p>Suzuki's 25 HP DF25AS5 outboard motor with it's battery-less EFI fuel injection system packs a powerful punch in a small package. Fuel efficiency was prioritized in the design of this 3 cylinder 25 hp outboard engine. Suzuki's DF25AS5 is an affordable yet powerful choice with a manual start engine and the 15 inch short shaft. Standard features with this 25 HP outboard is a 6 gal external fuel tank and fuel line, an aluminum propeller, tool kit and Suzuki's 5-year factory warranty.</p> <p>In The Box:</p> <p>6 gal. Fuel Tank</p> <p>Fuel Line</p> <p>Owner's Manual</p> <p>Aluminum Propeller</p> <p>Tool Kit</p> <p>Suzuki's Newest 5-Year Manufacturer Warranty</p>	0	4,885.00	0.00
Services	<p>2024 Mercury 25 HP EFI 25MH Outboard Motor</p> <p>The Mercury 25 HP EFI outboard motor 25MH model is a manual start outboard with 15-inch short shaft, manual start and manual tilt. The 25MH delivers consistent, easy starting, crisp throttle response, increased fuel economy, and outstanding overall performance. Great for aluminum tiller, aluminum console, jon, utility, and fish & ski boats. Known for reliability, and fast acceleration, the 25 HP EFI portable outboard by Mercury is an affordable option especially considering the long list of standard features and the Mercury 3-year warranty. Your online outboard shopping ends here!</p> <p>In The Box:</p>	0	4,405.00	0.00

	DESCRIPTION	QTY	RATE	AMOUNT
	Fuel Tank (6.6 gallon)			
	Quick Connect Fuel Line			
	Mercury 3-Year Warranty			
	Mercury 4-Stroke Oil			
	Owner's Manual & Tool Kit			
	PROPELLER NOT INCLUDED			
Services	BLACK DIAMOND PROPELLER	0	150.00	0.00
Services	2023 Tohatsu 25 HP MFS25DS Outboard Motor The Tohatsu 25 HP EFI outboard motor, Model #MFS25DS with the 15 inch short shaft, offers the lightest weight in its class, improved reliability, and the proven performance to drive a wide variety of boat types: Inflatable, RIB, Aluminum, FRP and/or Pontoon. With a redesigned tiller handle that includes a stop switch, a four-step variable idle control button from 750 to 1050 RPM and many more optional features, the Tohatsu 25HP MFS25DS puts power and versatility right at your fingertips. Standard features include an auxiliary water intake port, newly designed gear case and a 5-year factory warranty. In The Box: Fuel Tank (6 gallon) Quick Connect Fuel Line Owner's Manual & Tool Kit Tohatsu 5-Year Warranty		4,569.00	0.00
SUBTOTAL				0.00
TAX				0.00
TOTAL				0.00
BALANCE DUE				\$0.00

MARK'S TRAILER SALES & MARINE

4671 MAHONING AVENUE N.W.

WARREN, OHIO 44483

(330) 847-7667

CUSTOMER
ORDER NO.

DATE 9-21-23

NAME

Bazetta Twp

ADDRESS

CELL

PHONE

SOLD BY

CASH

COD

CHARGE

ON ACCT

MDSE RETD

PAID OUT

QUAN

DESCRIPTION

PRICE

AMOUNT

1 YAMAHA TILLER
25HP Short Shaft
Out Board

\$4699.00

Would need to special order!

Long shaft in stock. Short
can order.

Quote Good Only For
1 WEEK!

All claims and returned goods MUST be accompanied by this bill.

NO 017329

RECEIVED

BY

X

TAX

TOTAL

www.pyramboatsales.com

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

SALESPERSON: John

STOCK # 1120125 DATE 7/20/25

WE ARE HAPPY TO MAKE YOU THE FOLLOWING QUOTE

NO. UNITS	DESCRIPTION	AMOUNT
Yamaha	E255WHC	
	Alum. prop, tiller handle, elec & manual start	
Yamaha	6 Gallon gas tank	\$4835.00
Yamaha	E25SMH10	
	Alum. prop, tiller handle, manual start	
Yamaha	6 gallon gas tank	\$4,325.00

BAZETTA FIRE DEPARTMENT



Date: 11/09/2023
To: Trustee Hovis, Trustee McBride, Trustee Morelli
From: Chief Tom Rink
Re: 11/14/2023 Trustee's Meeting

Agenda items:

- To accept the Retirement Letter from Captain Gary Walters who served the residence of Bazetta for 23 years. Effective date of January 7, 2024.
- To promote **Kyle Stern** from a Part-time Firefighter/Paramedic to a Fulltime Firefighter/Paramedic with a hire date of November 12, 2023 pending Police and Fire pension physical. Pay rate and probationary period will be per the current Collective Bargaining Agreement of the International Association of Fire Fighters Local #3703.
- To accept the MOU between the American Red Cross Northern Ohio Region and the Bazetta Fire Department for a smoke detector program that will benefit the community.
- To approve a Yamaha F25SMHC boat motor to replace the current OOS boat motor, from Pymatuning Boat Sales Inc. in the amount of \$4,325.00

Non agenda items:

- Monthly report attached.

BAZETTA FIRE DEPARTMENT



Deanna Longo

From: Chris Herlinger
Sent: Friday, November 10, 2023 10:08 AM
To: Deanna Boggess; Michael Morelli; Michael Hovis; Bob McBride
Subject: MEETING AGENDA

Deanna,

The police department has nothing for the agenda. Month end report will be submitted Monday morning as we still have not received the numbers from 911 center. Thank You.

Christopher G. Herlinger, Chief of Police
Bazetta Township Police Department
2671 McCleary Jacoby Road
Cortland, Ohio 44410
Office: (330) 638-5503
Fax: (330) 638-9927
cherlinger@bazettatwp.org

Deanna Longo

From: tbott@bazettatwptemp.onmicrosoft.com
Sent: Monday, November 13, 2023 2:26 PM
To: Deanna Boggess; Michael Hovis; Michael Morelli; Bob McBride; Fiscal Officer
Subject: Agenda Meeting Reports Attached
Attachments: trustee meeting reports.pdf

Good afternoon,

Chief had me email you attached reports, please note that 911 calls have not been sent to us yet and mileage is not completed as well.

Thank You,

Teresa Bott

**Records Administrator/Police Secretary
Bazetta Township Police Department
2671 McCleary Jacoby Rd.
Cortland, Ohio 44410
PH:330-638-5503
Fax: 330-638-9927**

BAZETTA TOWNSHIP POLICE DEPARTMENT

SHIFT COVERAGE REPORT

MONTH : OCTOBER 2023

DATE	TIME OFF	SHIFT	# OFC'S	#OFC'S	#OFC'S		SINGLE OFC HOURS
10/1/2023	C,S	0700-1900	1	1900-0700	2		12
10/2/2023	V,S	0700-1900	1	1900-0700	2		12
10/3/2023	V,S	0700-1900	1	1900-0700	2		12
10/4/2023	V,S	0700-1900	2	1900-0700	2		0
10/5/2023	V,S	0700-1600	2 1600-1900	3 1900-0300	2 0300-0700	1	4
10/6/2023	V,S	0700-1600	2 1600-1900	3 1900-0300	2 0300-0700	1	4
10/7/2023	S	0700-1500	1 1500-1900	2 1900-0300	2 0300-0700	1	12
10/8/2023	S	0700-1900	1	1900-0700	2		12
10/9/2023	V,S	0700-1900	1	1900-0700	2		12
10/10/2023	V,S	0700-1900	1	1900-0700	2		12
10/11/2023	V,S	0700-1500	2 1500-1900	3 1900-0300	2 0300-0700	1	4
10/12/2023	V,S	0700-1500	2 1500-1900	3 1900-0700	2 0300-0700	1	4
10/13/2023	V,C,S	0700-1900	2	1900-0700	1		12
10/14/2023	S	0700-1500	2 1500-1900	3 1900-0300	2 0300-0700	1	4
10/15/2023	S	0700-1900	1	1900-0700	2		12
10/16/2023	V,S	0700-1900	1	1900-0700	2		12
10/17/2023	V,S	0700-1900	1	1900-0700	2		12
10/18/2023	V,S	0700-1900	2	1900-0700	2		0
10/19/2023	V,S	0700-1500	2 1500-1900	3 1900-0300	2 0300-0700	1	4
10/20/2023	V,C,S	0700-1500	3 1500-1900	2 1900-0300	2 0300-0700	1	4
10/21/2023	S	0700-1500	1 1500-1900	2 1900-0700	2 0300-0700	1	12
10/22/2023	S	0700-1900	1	1900-0700	2		12
10/23/2023	V,S	0700-1500	2 1500-1900	1 1900-0700	2		4
10/24/2023	V,S	0700-1500	2 1500-1900	2 1900-0700	2		0
10/25/2023	V,S	0700-1100	3 1100-1900	2 1900-0300	2 0300-0700	1	4
10/26/2023	S	0700-1900	3	1900-0300	2 0300-0700	1	4
10/27/2023	S	0700-1500	3 1500-1900	3 1900-0300	2 0300-0700	1	4
10/28/2023	V,S	0700-1500	1 1500-1900	2 1900-0300	2 0300-0700	1	12
10/29/2023	V,S	0700-1900	1	1900-0700	2		12
10/30/2023	V,S	0700-1900	1	1900-0700	2		12

10/31/2023 V,S	0700-1500	1 1500-1900	3 1700-2100	2 2100-0700	1	12
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DAYS: 31	HRS/DAY:24	744 HOURS	236 HRS- 1 OFFICER	32%
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TIME OFF:	S	SICK
	C	COMP
	V	VACATION
	P	PERSONAL

October 2023

Bazetta Police Department Activity



Published Date: November

Activity	Total
Calls for Service	n/a
Incident Reports Filed	55
Traffic Crash Investigations	4
Number of Persons Arrested	10
Traffic Offenses	5
Traffic Citations Issued	4
Vehicle Miles Traveled	n/a
Office Contacts	124

* Numbers are subject to change due to report status and other circumstances

Bazetta Township Police - 2022-2023 Monthly Comparison Chart

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Calls for Service	252	237	326	360	361	507	429	427	355	379	350	295	4278
Incidents Filed	59	56	71	80	75	72	79	65	76	84	70	60	847
Traffic Crash Investigations	2	9	7	10	13	8	5	5	9	6	12	0	86
Persons Arrested	13	15	24	30	24	20	21	28	24	23	20	12	254
Traffic Offenses	7	4	11	9	12	8	4	8	18	10	6	6	103
Office Contacts	150	149	197	187	191	184	196	190	183	135	228	182	2172
Miles Traveled	5979.2	5099.6	6075.8	5428	4685.3	6330.7	5466.8	5966.6	5864.1	5113.4	4399.7	4727.8	65137

2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Calls for Service	275	311	345	330	358	469	454	411	357	n/a			275
Incidents Filed	48	64	58	48	60	68	73	74	46	55			594
Traffic Crash Investigations	4	4	6	4	2	8	5	6	4	4			47
Persons Arrested	10	17	24	12	15	15	16	26	19	10			164
Traffic Offenses	7	15	18	11	9	19	15	11	17	5			127
Office Contacts	193	144	174	129	160	162	171	194	143	124			1594
Miles Traveled	3776	5459.2	6063.3	5595	4515.15	5862.3	5237.9	4911.1	n/a	n/a			41419.95

Bazetta Township Police Department

Year to Date Analysis October 2022 Comparison to October 2023

Chief Christopher G. Herlinger

Sgt. Nathan Greathouse • Sgt. Jake Abbott



	2022	2023	↑↓Percentage Difference from 2022 - 2023
Calls for Service	379	n/a	n/a
Incidents Filed	84	55	-34.523 ↓
Traffic Crash Investigations	6	4	-33.333 ↓
Number of Persons Arrested	23	10	-56.521 ↓
Traffic Offenses	10	5	-50 ↓
Miles Traveled	5113.4	n/a	n/a
Office Contacts	135	124	-8.148 ↓

2022-2023

[illegible]

October-23															
23-0003367	SAAB	Black	CH	97-97/9-7X	2008	Gregory A. Taylor o-Tina Benton d-Thomas Moran	10/7/2023	Triple M	300	125	25	10/11/2023	300	200	1334
23-0003427	Yamaha	Red		Motorcycle	1986		10/13/2023	Triple M	150	100	25	10/16/2023	275	175	1341

OCTOBER TOTALS													\$ 575.00	\$ 375.00	\$ 575.00	\$ 375.00
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