



January 23, 2018

Susan Ramey
Kentucky Educational Development Corp
904 Rose Rd
Ashland, KY 41102

RE: SDC contract for Kentucky Educational Development Corp, D8397.

Dear Susan:

Thank you for selecting **Superior Dental Care!** As the leader in dental benefits, SDC provides truly **superior** dental coverage for your group.

The contract for your group's dental benefits is attached. **Please insert your signature on page 5 and return a fully executed copy to your SDC representative, Alicia Wintrow, electronically or by mail.** In addition to your contract, we've attached other plan-related materials for your review.

The stand-alone dental plan included in this contract is not federally certified to contain all of the Patient Protection and Affordable Care Act (ACA) pediatric oral essential health benefits. For stand-alone dental plans federally certified to contain all of the ACA required pediatric oral essential health benefits for children under age 19, please refer to SDC-Kids plans which are sold separately to groups with 50 or less employees. Purchasing an SDC-Kids plan alongside a group/adult stand-alone dental plan will ensure that groups with 50 or less employees meet the ACA requirements for pediatric oral essential health benefits.

Alicia Wintrow, your account service contact at SDC, is available to answer any questions you may have regarding your dental benefits. Please feel free to contact your representative at **(937) 438-0283** or toll-free **(800) 762-3159**.

SDC looks forward to keeping Kentucky Educational Development Corp **smiling for a lifetime!**

Sincerely,

A handwritten signature in black ink that reads "Timothy W. Johnson". The signature is written in a cursive, slightly slanted style.

Tim Johnson
Account Executive

cc: Cass Blair, American Fidelity



Kentucky Educational Development Corp

CONTRACT

Superior Dental Care, Inc. – Dental Plan

January 23, 2018

MASTER GROUP CONTRACT
Superior Dental Care, Inc.

This Master Group Contract is between **Superior Dental Care Inc.**, ("SDC") and **Kentucky Educational Development Corp** ("Employer"). Employer and SDC may be referenced collectively as the "Parties." The Parties agree to have SDC provide dental care benefits through SDC's Plan to enrolled employees of Employer and their eligible dependents upon the terms and conditions contained in this Contract.

1. Benefits Provided

SDC will make available, or cause to be provided, to enrolled eligible employees of employer and their enrolled eligible dependents ("Members") The Plan for dental care benefits described in the attached Evidence of Coverage and any amendments thereto. SDC will furnish to the company, an Evidence of Coverage (attached as Appendix B to this Contract), which will set forth the benefits to which such employee and eligible dependents may be entitled, the limitations to those benefits and the conditions under which those benefits, will be provided. Each enrolled employee will also receive an identification card.

2. Eligible Employees and Premium Rates

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

3. Employer's Responsibilities

Employer agrees to:

- (a) Pay SDC the Rates for each enrolled employee in the amounts and at the times specified in Appendix A or as thereafter modified under this Contract. Employer will make such payments regardless of any arrangement of the Employer to receive from or otherwise charge to, its enrolled employees all or any part of such Rates.
- (b) Notify each employee who hereafter becomes eligible for enrollment, and each employee eligible for enrollment during any enrollment period, of this eligibility and the procedures for enrollment as set forth in Appendix A, and obtain and submit to SDC mutually acceptable applications for each such employee desiring to enroll.
- (c) Keep such records and furnish to SDC such applications, notices, or periodic reports as may reasonably be required by SDC for the purpose of enrolling eligible employees under this Contract, processing terminations of coverage, effecting changes in the type of coverage of an enrolled eligible employee by reason of a change in marital or family status, determining the amount payable by Employer under this Contract, or other purpose reasonably related to the administration of this Contract. Employer is responsible for the timeliness and accuracy of all data furnished to SDC.
- (d) Distribute any notices or information relating to this Contract that may be addressed or directed to the employees enrolled under this Contract.
- (e) Provide reasonable opportunities for SDC to communicate with eligible employees, either in person or in writing, prior to their enrollment which are consistent with opportunities provided to other dental care benefits providers and sufficient to allow employees the opportunity to make an educated decision concerning enrollment.

4. Enrollment Opportunities

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

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

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

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

5. Effective Date of this Contract

(a) The Effective Date of this Contract ("Effective Date") will be 12:01 A.M. on **2/1/2018**, which day and month will be the Anniversary Date ("Anniversary Date"), unless otherwise agreed to by SDC and the Employer. SDC and the Employer agree to an Anniversary Date of **2/1/2019**.

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

6. Termination

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

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

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

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

Termination of the Contract does not terminate the rights or obligations of the Parties with respect to any period prior to termination or the obligation of Employer to indemnify SDC under this Contract.

7. Changes in the Contract

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

8. Notice

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

(a) If to SDC:

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

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

Kentucky Educational Development Corp
904 Rose Rd
Ashland, KY 41102

9. Limitation of Responsibility

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

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

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

10. The Contract, Interpretation & Governing Law

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

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

This Contract will be governed by and construed in accordance with the laws of the State of Ohio.

11. Successors and Assigns

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

12. Indemnification

Employer agrees that, in order to fulfill its duties, SDC must rely on oral or written representations of the Employer's officers, employees and agents and has no duty to independently audit or verify such information. Employer agrees to hold harmless SDC and its directors, officers and employees from and against any lost or damage to the Employer or SDC due to SDC's good faith reliance on these oral or written representations.

Employer agrees to indemnify and hold harmless SDC and its directors, officers and employees and agents from and against all claims, liabilities, lawsuits, settlements, judgments, damages, costs, penalties and expenses, including attorney's fees and costs which are or may be incurred by SDC arising out of or in connection with the performance of its duties under this Contract except to the extent the liability was caused by the gross negligence, fraud or intentional misconduct of SDC, its directors, officers, employees or agents in the performance of such duties. SDC may retain, at its own expense, an attorney of its choice to represent it in any action described above without impairing in any way the indemnification contained in this section.

13. Headings

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

14. Severability

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

15. Waiver

Failure to enforce any provisions of this Contract does not waive or alter the future enforceability of that provision.

16. Fraud Warning Provision

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

17. Counterparts

This Contract may be executed in a number of counterparts, each of which will be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Contract on the dates listed below.

Kentucky Educational Development Corp

Superior Dental Care, Inc.

By: Nancy Hutchinson
Print Name: Nancy Hutchinson
Title: CEO
Date: 01/26/18

By: [Signature]
Print Name: Traci Harrell
Title: CEO
Date: January 23, 2018

By signing this contract, you certify that you have not changed or altered the contract in any way.