

Olympia Limited Health Services Organization, Inc.

"Plans with Imagination...
Coverage with Care!®"

[ ] New Policy [ ] Change in Policy - Group # \_\_\_\_\_

Group Information

Legal Name of Business (Policyholder): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ e-Mail Address: \_\_\_\_\_

Plan Administrator/Human Resource Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number : \_\_\_\_\_

Type of Organization: [ ] Proprietorship [ ] Partnership [ ] Corporation [ ] Other (explain): \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ SIC Code: \_\_\_\_\_
(If SIC Code not known, description of Business)

ELIGIBILITY

Employees who are actively working on a full-time or part-time basis are eligible for coverage, as determined by the employer.

1. Number of current employees? Full-Time \_\_\_\_\_ Part-Time \_\_\_\_\_

2. Of the total number of current employees:

a. How many are applying for employee coverage? \_\_\_\_\_

b. How many are applying for employee plus one dependent coverage? \_\_\_\_\_

c. How many are applying for family coverage? \_\_\_\_\_

3. Waiting Period: The length of time future employees must be employed before becoming eligible for coverage:

[ ] 30 days [ ] 60 days [ ] 90 days [ ] other \_\_\_\_\_

PLAN INFORMATION

4. Requested Effective Date: \_\_\_\_\_ Coverage is not effective until we notify you in writing (see page 6).

5. Plan Selected (please refer to underwriting guidelines):
Premium will be due as of the effective date.

Table with 4 columns: Plan Type, Monthly Premium Rates, Employee Coverage, Employee + 1 Dependent, Family Coverage. Rows include Dental Plan 5500, Dental Plan 5000, Vision Plan 1700-V, and Vision Plan 1900-V.

PRIOR COVERAGE INFORMATION

Will this plan replace non-Olympia group coverage? [ ] Yes [ ] No

If Yes, prior coverage: Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Carrier Name: \_\_\_\_\_ Type of Coverage: \_\_\_\_\_

**AGREEMENT AND SIGNATURES**

I understand that **NO** coverage is effective until approved in writing by Olympia LHSO, Inc. It is further understood that the attached Dental and/or Vision agreements have been read and signed.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date Signed

**SPECIAL REQUESTS**

Send Administration Kit and ID cards to:  Broker       Policyholder

**AGENT'S STATEMENT (If applicable)**

I certify that all of the information contained in the Employer Agreement and any attached documentation is correct to the best of my knowledge. I know nothing unfavorable about this firm or any individual proposed for Dental and/or Vision coverage. I have complied with all of the underwriting rules and have explained the Dental and/or Vision coverage fully.

Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Agent Name: \_\_\_\_\_

Agent Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

## DENTAL AGREEMENT

Olympia is engaged in the design and administration of dental care benefit programs on a prepaid, contractual group basis, and has prepared and submitted a Dental Plan and proposal (attached as Exhibit A) for such benefits to the Company.

The Company desires to provide the dental care benefits described in the Dental Plan and proposal to eligible employees and their eligible dependents. This Producer Sales Agreement shall be limited to the sale of our Dental Program to Illinois residents only. However, if a Company is domiciled in Illinois and has employees living in the southern portion of Wisconsin, they are eligible to participate in the Dental Program.

NOW, THEREFORE, for valuable consideration, and in order to carry out and put into effect the desire of the parties hereto, it is mutually understood and agreed as follows:

### ARTICLE I: DEFINITIONS

Unless otherwise required by the context, the following definitions shall control:

- 1.1 The term "Dental Care Plan" or "Dental Plan" as used herein shall mean the Dental Plan created hereby.
- 1.2 The term "Participant" shall mean an employee of the Company who is eligible to receive the comprehensive program of dental care and treatment hereinafter referred to.
- 1.3 The term Eligible Dependent shall mean any one of the following who is not also employed by the Company: (a) the Participant's spouse; (b) the Participant's unmarried child or children under the age of twenty six years but at least four (4) years of age, including stepchildren, foster children and legally adopted children and children in the custody of a principal Participant pursuant to an interim court order; (c) any such child who has attained thirty years of age, who is an Illinois resident and has served as a member of the active or reserve components of any branch of the Armed Forces of the United States and has received a discharge other than dishonorable (which must be confirmed in writing by the Illinois Department of Veterans Affairs); and (d) a dependent of the Participant who is incapable of self-sustaining employment because of mental retardation or physical handicap. Upon termination from the Plan, Olympia will forward to the Participant within 30 days, an inquiry regarding the inability of the Participant dependents to be capable of self-sustaining employment. In the absence of a response within 10 days, or proof of dependence, said dependent will be terminated from the Dental Plan and only eligible for benefits, provided, that such dependent submits proof of disability within thirty-one (31) days of the time such dependent would otherwise cease to be covered under the Dental Plan.
- 1.4 Termination shall mean (a) for the spouse of the Participant, that the spouse is legally separated or divorced from the Participant; (b) that the children of Participant attain the age of twenty six or in the case of an Illinois resident Veteran (1) attaining the age of thirty-one or (2) moving out of the state of Illinois; or (c) the cessation of such handicap so that the dependent is capable of self-sustaining employment.
- 1.5 The term "Plan Year" shall mean a twelve (12) month period commencing on the first day of the effective month for dental coverage.
- 1.6 The term "Discounted Dental Fees" shall mean the amount of out-of-pocket costs to be paid by a Participant to a contracted dental provider for services rendered within 60 days of receipt of dental service.
- 1.7 The term "Routine Dental Care" shall mean the dental care performed in a dental office not necessitating specialist care, nor requiring prior approval.
- 1.8 The term "Non-contracted Provider" shall mean any dentist who is not obligated under the Plan's discounted fee schedule. Reimbursement of emergency dental costs will be directly to a Participant upon submission to the Olympia LHSO Coordinator of a paid-in-full statement less the Participant's obligation pursuant to the discounted fee schedule. Emergency dental care is limited to temporary palliate treatment for the immediate relief of the emergency.

### ARTICLE II: THE DENTAL PLAN

Each Participant shall be entitled to receive the dental care and treatment described in the Schedule of Benefits attached hereto as Exhibit B subject to the payment by the Participant of any discounted dental fees as provided for in said Exhibit B, and further subject to the limitations and exclusions set forth in the Schedule of Limitations and Exclusions found in Exhibit B. In consideration therefore, the Company agrees to pay to Olympia the amounts hereinafter provided for.

### ARTICLE III: SERVICES OF ADMINISTRATOR

- 3.1 Employment of Olympia – The Company engages Olympia to perform the following services and Olympia agrees to perform such services under and subject to provisions contained in this Agreement.
- 3.2 Obligations of Olympia – In addition to such other duties as hereinafter set forth, Olympia undertakes to do the following:
  - (a) arrange for the services of qualified, licensed contracted dentists to provide and perform all dental and other services described in Exhibit B to the full extent and locations shown on Exhibit C (Network of General Practice Dental Offices as of the date of this contract), as amended from time to time. It is expressly understood that Olympia shall not perform dental services or do anything (notwithstanding any provision hereof) that would, under applicable laws and regulations, constitute the practice of dentistry;
  - (b) at all times during the existence of the Dental Care Plan, assume supervisory responsibility to see that the dental services are available and performed by qualified professionals as required by the Dental Plan;
  - (c) prepare and provide the necessary data processing, including data processing reports showing values based upon average costs of performing a procedure in a given geographic area, and assist in preparing educational materials and printed materials in connection with the Dental Plan;
  - (d) recommend such procedures, rules and regulations as it shall deem necessary or proper for the efficient administration of the Dental Plan;
  - (e) keep the books and records of the Dental Plan and do all the clerical recordkeeping in connection with the management and administration of the Dental Plan;

- (f) prepare and distribute on a timely basis all information and reports, including a summary plan description concerning the Dental Plan required by law;
- (g) submit to the Company, on a timely basis, all information required for annual reporting of the Dental Plan with the Internal Revenue Service;
- (h) perform all duties, as Plan Administrator, required under Section 4980B of the Internal Revenue Code (“COBRA”); and
- (i) perform any and all services on behalf of the Company that are reasonably requested of it to assure that the benefits specified under the Dental Plan are provided to the full intent and purposes of this Agreement

3.3 Representations of Olympia – Olympia represents and warrants that it is legally qualified to perform all services provided by this Agreement.

#### ARTICLE IV: ELIGIBILITY AND CANCELLATION

- 4.1 Eligibility – The eligibility of each Participant shall be determined by the Company. Participation shall commence on the first day of the month for which the Company commence making payments on behalf of the Participant in the manner and in the amount hereinafter set forth. Participation shall continue for so long as contributions on behalf of the Participant are made. A Participant who ceases to be eligible and subsequently regains eligibility shall participate as a new Participant.
- 4.2 Cancellation of Coverage – Improper usage of a Participant’s membership card, such as permitting usage of the membership card by a non-member may result in a Participant being terminated from the program. Failure to promptly pay the Discounted Dental Fees within sixty (60) days of receipt of dental services may result in a Participant’s termination from the dental plan. Failure to promptly pay the monthly charge due to the Company may result in a Participant’s termination from the plan.
- 4.3 COBRA – Olympia acknowledges and agrees that benefits under the Dental Plan shall be provided in accordance with the requirements of COBRA, subject to the timely payment by the qualified beneficiary of the applicable premium and Olympia being so notified by the Company.

#### ARTICLE V: PLAN PAYMENTS

- 5.1 Company’s Payments – The Company agrees to pay Olympia the premium amount per month per employee for their selected dental coverage. Each payment required to be made shall be paid on or before the fifteenth day of the month for which benefits are to be provided. The initial payment by the Company shall be made on the 15<sup>th</sup> day of the initial effective month of coverage and thereafter month to month for the term of the contract. The payments to be made by the Company shall constitute the Company’s entire cost.
- 5.2 Enrollee Payments – All charges for work specified under the Discounted Dental Fee schedule attached as Exhibit B shall be paid by the Participant directly to the dentist rendering professional services. For contracted specialist care, the Participant must first make arrangements through the contracted primary dentist specified in the Dental Plan, in order to be assured that the contracted specialist care will cost no more than 80% of the specialist’s normal and customary charge. The Company shall not be liable to pay any of the Discounted Dental Fees listed in Exhibit B.
- 5.3 Pre-existing Condition – Olympia agrees that services to be provided by the contracted dentists will be performed irrespective of the fact that the inception of the dental condition occurred prior to the effective date of this Agreement.
- 5.4 Extended Grace Period – Upon the expiration of this Agreement or the termination of eligibility of a Participant, the contracted dentists will complete any dental procedures initiated prior to said expiration date as though this Agreement remained in effect and the Participant continued to be eligible for such procedure, and the Company shall have no obligation to pay for such work after the termination of this Agreement.

#### ARTICLE VI: PROFESSIONAL SERVICES

- 6.1 Independent Nature – Any contracted dentist engaged to perform professional services shall be independent of and not an employee of, nor under the control, supervision or management of Olympia except to the extent provided herein. Each contracted dentist shall be duly licensed and qualified under the laws of the State of Illinois to perform the services to be rendered to Participants. Such contracted dentist shall agree to provide for the Participants such services as may be required to fulfill the Dental Plan to the full intent and purposes thereof in accordance with this Agreement.
- 6.2 Doctor-Patient Relationship – Notwithstanding anything in this Agreement to the contrary, it is understood that each contracted dentist is providing professional services for the Participants, and each such contracted dentist shall, at all times, maintain the ethical standards and duties required of him in the care and treatment of the patient. Nothing in this agreement shall be deemed to affect in any manner whatsoever the doctor-patient relationship between any contracted dentist and Enrollee and at all times such relationship shall be maintained.
- 6.3 Peer Review – The Company is authorized to conduct or have conducted periodic quality audits of the professional standards of dental care rendered hereunder. These professional audits shall be conducted at the expense of the Company by a qualified, licensed dentist to be selected by the Company. These professional audits may be made as often as deemed necessary by the Company.
- 6.4 Waiver – Olympia, the Company and all Enrollees agree that all disclosure limitations and confidentiality privileges which are personally available to them are waived in the event of a dispute regarding the adequacy of dental care rendered under the Dental Plan or for the purpose of conducting the quality audits herein provided for.
- 6.5 Contracted Provider – All dental care must be provided by or through a contracted provider except for emergency care, which is only provided outside the care area.
- 6.6 Emergency Care – Emergency care shall be limited to temporary palliative treatment for the immediate relief of the following conditions: treatment for severe pain, trauma, swelling or uncontrolled bleeding. Emergency care shall not consist of repair of broken fillings or repair of prosthetic appliances; such conditions should be referred to dental offices during normal hours.
- 6.7 Hospitalization – Dental services identified as being offered without additional cost, those per capita pre-paid procedures that are designated “No Charge”, under this Plan and which necessitate hospitalization will be reimbursed at 50% of the average costs of performing a procedure in a given geographic area, including dental specialists, anesthesiologists, and in-hospital costs up to a maximum of \$1000.00 per calendar year per individual per family. Reimbursement will be directly to the Enrollee (the Enrollee is responsible for dental payment for hospital care). All in-hospital or hospital dental care must be pre-authorized.

ARTICLE VII: RECORDS, REPORTS, AND INSPECTIONS

7.1 Patient Records – Records shall be maintained by the contracted dentist for each Enrollee to the extent and degree professionally required. Such records shall indicate any vital and pertinent data for the proper treatment and care of such patient. Any charges made to an Enrollee shall be recorded on such person's records. The Company's designees, who shall be licensed to practice dentistry, shall make records pertaining to patients to whom treatment was rendered pursuant to this Agreement available, upon reasonable notice, for inspection. All other information not privileged or confidential shall be made available to the Company, as and when requested. Olympia shall provide the Company with a tabular summary of all the services rendered to Enrollees by the contracted dentists on a monthly basis with calendar year-to-date accumulations. This tabular summary shall list each service by its ADA procedure code, including a summary by dental office and for all offices, along with any Discounted Dental fee charges to the patient, and reflecting any reductions which may be applicable when related procedures are performed. Olympia will make available to the Company on request the details of the services provided, including the name of the patient, the date of services, and the office where the services were performed.

Olympia will not be required to provide the Company with data relating to treatment not covered by this Agreement, it being understood that selection of a provider for non-covered services is for the Enrollee or Eligible Dependent to make, as it is in the case of indemnity plans.

7.2 Patient's Authorization – Notwithstanding anything herein to the contrary, the dental records of each patient shall be kept confidential and shall not be disclosed to anyone unless the patients shall have authorized, in writing, a release or disclosure of such information except for use incident to bona fide medical research, education and use reasonably necessary for the administration of the Dental Plan, unless otherwise required by law.

7.3 Company records – The Company shall provide to Olympia each month a list of Enrollees who are eligible to receive dental benefits under the Plan. The Company shall furnish to Olympia upon written request such records and information that Olympia may reasonably require to confirm the accuracy of eligibility information provided to it by the Company, including whether it has received proper payments pursuant to Section 5.1 of this Agreement.

7.4 Benefit Denial – Patients will receive written notice of benefit denial within 30 days of said denial.

ARTICLE VIII: CLAIMS PROCEDURE

Olympia shall give written notification to an Enrollee (with a copy to the Company) of the denial of any benefit within sixty (60) days after dental care has been denied, which such notification shall set forth the following information:

- (a) the specific reason for reasons for such denial;
- (b) specific reference to pertinent Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (d) an explanation that a full and fair review by Olympia of the decision denying the claim may be requested by the claimant or his authorized representative by filing with Olympia, within 60 days after such notice has been received, a written request for such review; and
- (e) if such request is so filed, the claimant or his authorized representative may review pertinent documents and submit issues and comments in writing within the same 60-day period specified in subsection (d) above.

The decision of Olympia shall be made promptly, and no later than 60 days after Olympia's receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the claimant shall be so notified and a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The claimant shall be given a copy of the decision promptly. The decision shall be in writing and shall include (1) specific reasons for the decision, written in manner calculated to be understood by the claimant, and (2) specific references to the pertinent Plan provisions on which the decision is based.

ARTICLE IX: TERM

This Agreement shall commence on the effective date of coverage (normally the first of the month following the signing of this contract and the receipt of the initial payment). The initial term of this Agreement shall be for a period of thirty six (36) months or a mutually agreed upon period of time and shall be reviewed from year to year thereafter, on the same terms and conditions, unless either party shall give written notice to the other of its intent that this Agreement not be renewed at least ninety (90) days prior to any annual anniversary date after the initial term. Notwithstanding the foregoing, the Management may terminate this Agreement at any time after one (1) year, upon giving sixty days prior written notice of termination to Olympia. Olympia LHSO, Inc. may terminate this agreement upon giving sixty (60) days written notice of termination to the Company.

ARTICLE X: INDEMNIFICATION INSURANCE

Olympia shall require that each contracted provider of dental service shall provide at his/her expense a policy of insurance with a responsible insurance carrier in an amount not less than One Million Dollars (\$1,000,000) per incident, Three Million Dollars (\$3,000,000) per year in the aggregate, and Five Million Dollars (\$5,000,000) lifetime maximum, insuring against loss or damage by reason of malpractice to any person during the term of this Agreement.

ARTICLE XI: REPRESENTATION OF DENTAL CO-ORDINATOR

Olympia agrees by entering into this agreement, to include the following clause in all contracts with contractors and subcontractors, who will provide services to limited health services Enrollees on a prepayment or other basis:

The provider agrees that in no event including, but not limited to nonpayment by the organization of amounts due the provider under this contract, insolvency of the organization or any breach of this contract by the organization, shall the provider or its assignees or subcontractors have a right to seek any type of payment from, bill, charge, collect a deposit from or have any recourse against the Enrollees, persons acting on the Enrollees' behalf (other than the organization), the employer or group contract holder for services provided pursuant to this contract except for the payment of applicable co-payments for services covered by the organization or fees for services not covered by the organization. The requirements of this clause shall survive any termination of this contract for services rendered regardless of the cause of such termination. The organization's Enrollees shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered into between the provider and the Enrollee or persons acting on the Enrollee's behalf (other than the organization).

ARTICLE XII: MISCELLANEOUS

12.1 Eligible Dependents – Whenever in this Agreement reference is made to the right of an Enrollee to benefits, it shall be deemed to include Eligible Dependents.

12.2 Gender – Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

- 12.3 Notices – Any notice, consent or other communication required by, or to be given pursuant to, this Agreement, shall be in writing and delivered to the intended recipient on the fifth business day after being deposited in the U.S. mail, if sent by registered or certified mail, return receipt requested, postage prepaid, and if the addressee refuses to accept delivery of the certified or registered letter. Otherwise, notice shall be deemed to occur only when actually received.
- 12.4 Headings – The headings for the articles and paragraphs of this Agreement are inserted solely for the convenience of reference and form no substantive part of this agreement, nor shall they be used in any interpretation or construction of any substantive provisions of this Agreement.
- 12.5 Assignment – This agreement shall bind, and inure to the benefit of the parties hereto, their respective successors and assigns. This agreement is not assignable without the consent of the other party hereto.
- 12.6 Riders – Any rider or addendum signed by the parties hereto as part of this Agreement shall constitute a part of this Agreement as if such additional provisions were herein set forth. However, any provision is such rider or addendum that is contrary to or inconsistent with any of the foregoing provisions shall prevail over and supersede any such foregoing provisions.
- 12.7 Entire Agreement – This document contains the entire agreement and understanding between the parties hereto.
- 12.8 Counterparts – This Agreement may be executed in counterparts, and all such executed counterparts shall constitute one original agreement.
- 12.9 Manner of Acting – Any action required or permitted to be taken by the company hereunder shall be made by resolution of its Board of Directors, or in writing by a person or group of persons authorized by the Board of Directors to act on its behalf.

Contracting Organization:

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Olympia LHSO, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Olympia Limited Health Services Organization Inc.  
President

This Dental Plan Contract covers \_\_\_\_\_ (Plan Number) and becomes effective as of the first (1<sup>st</sup>) of \_\_\_\_\_, \_\_\_\_\_ .  
(Month) (Year)

The Group Number for \_\_\_\_\_ will be \_\_\_\_\_ .  
(Contracting Organization) (Group Number)

**OPTICAL AGREEMENT**

Olympia is engaged in the design and administration of optical care benefit programs on a prepaid, contractual group basis, and has prepared and submitted a Vision Plan and proposal (attached as Exhibit V-A) for such benefits to the Company.

The Company desires to provide the optical care benefits in the Optical Plan and proposal to eligible Participants and their dependents.

NOW, THEREFORE, for valuable consideration, and in order to carry out and put into effect the desire of the parties hereto, it is mutually understood and agreed as follows:

ARTICLE I: DEFINITIONS

Unless otherwise required by the context, the following definitions shall control:

- 1.1 The term "Optical Care Plan" or "Optical Plan" as used herein shall mean the Optical Plan created hereby.
- 1.2 The term "Participant" shall mean those persons who are eligible to receive the comprehensive program of optical care and treatment hereinafter referred to.
- 1.3 The term Eligible Dependent shall mean any one of the following who is not also employed by the Company: (a) the Participant's spouse; (b) the Participant's unmarried child or children under the age of twenty six years but at least four (4) years of age, including stepchildren, foster children and legally adopted children and children in the custody of a principal Participant pursuant to an interim court order; (c) any such child who has attained thirty years of age, who is an Illinois resident and has served as a member of the active or reserve components of any branch of the Armed Forces of the United States and has received a discharge other than dishonorable (which must be confirmed in writing by the Illinois Department of Veterans Affairs); and (d) a dependent of the Participant who is incapable of self-sustaining employment because of mental retardation or physical handicap. Upon termination from the Plan, Olympia will forward to the Participant within 30 days, an inquiry regarding the inability of the Participant dependents to be capable of self-sustaining employment. In the absence of a response within 10 days, or proof of dependence, said dependent will be terminated from the Dental Plan and only eligible for benefits, provided, that such dependent submits proof of disability within thirty-one (31) days of the time such dependent would otherwise cease to be covered under the Dental Plan.
- 1.4 Termination shall mean (a) for the spouse of the Participant, that the spouse is legally separated or divorced from the Participant; (b) that the children of Participant attain the age of twenty six or in the case of an Illinois resident Veteran (1) attaining the age of thirty-one or (2) moving out of the state of Illinois; or (c) the cessation of such handicap so that the dependent is capable of self-sustaining employment.
- 1.5 The term "Plan Year" shall mean a twelve (12) month period commencing on the effective vision coverage date.
- 1.6 The term "Discount Optical Fees" shall mean the amount of out-of-pocket costs to be paid by a Participant to a contracted optical provider for services rendered within 60 days of receipt of optical service.
- 1.7 The term "Routine Optical Care" shall mean the optical care performed in an optical office not necessitating specialist care, nor requiring prior approval.
- 1.8 The term "Non-contracted provider" shall mean any optical center that is not obligated under the Plan's discounted fee schedule.

ARTICLE II: THE OPTICAL PLAN

The Participant, if determined to be eligible in the manner and form hereinafter provided, shall be entitled to receive the optical care and treatment described in the Schedule of Benefits attached hereto as Exhibit A, subject to the payment by the Participant of any discounted optical fees as provided for in said Exhibit A, and further subject to the limitations and exclusions set forth in the Schedule of Limitations and Exclusions attached hereto as Exhibit A. In consideration therefore, the Company agree to pay to Olympia the amounts hereinafter provided for.

ARTICLE III: SERVICES OF ADMINISTRATOR

- 3.1 Employment of Olympia – The Company engages Olympia to perform the following services and Olympia agrees to perform such services under and subject to provisions contained in this Agreement.
- 3.2 Obligations of Olympia – In addition to such other duties as hereinafter set forth, Olympia undertakes to do the following:
  - (a) arrange for the services of qualified, licensed contracted optical centers to provide and perform all optical and other services required to fulfill the program to the full intent and purposes thereof. The optical services shall be performed at the locations shown on Exhibit V-B, as amended from time to time with approval of the parties. It is expressly understood that Olympia shall not perform optical services or do anything (notwithstanding any provisions hereof) that would, under applicable laws and regulations, constitute the practice of optometry;
  - (b) at all times during the existence of the Optical Care Plan, assume supervisory responsibility to see that the optical services are available and performed by a qualified professional as required by the Optical Plan;
  - (c) prepare and provide the necessary data processing, including data processing reports showing values based upon average costs of performing a procedure in a given geographic area, and assist in preparing educational materials and printed materials in connection with the Optical Plan;
  - (d) recommend such procedures, rules and regulations as it shall deem necessary or proper for the efficient administration of the Optical Plan;
  - (e) keep the books and records of the Optical Plan and do all the clerical record-keeping in connection with the management and administration of the Optical Plan;
  - (f) prepare and distribute on a timely basis all information and reports, including a summary plan description concerning the Optical Plan required by law;
  - (g) submit to the Company, on a timely basis, all information required for annual reporting of the Optical Plan with the Internal Revenue Service;

- (h) perform all duties, as Plan Administrator, required under Section 4980B of the Internal Revenue Code (“COBRA”); and
- (i) perform any and all services on behalf of the Company that are reasonably requested of it to assure that the benefits specified under the Optical Plan are provided to the full and purposes of this Agreement.

3.3 Representations of Olympia – Olympia represents and warrants that it is legally qualified to perform all services provided by this Agreement.

#### ARTICLE IV: ELIGIBILITY AND CANCELLATION

- 4.1 Eligibility – The eligibility of a Participant shall be determined by the Company. Participation shall commence on the first day of the month for which the Company commence making payments on behalf of the Participant in the manner and in the amount hereinafter set forth. Participation shall continue for so long as contributions on behalf of the Participant are made. A Participant who ceases to be eligible and subsequently regains eligibility shall participate as a new Participant.
- 4.2 Cancellation of Coverage – Improper usage of a Participant’s membership card, such as permitting usage of the membership card by a non-member may result in a Participant being terminated from the program. Failure to promptly pay the discounted optical fees within (60) days of receipt of optical services may result in Participant’s termination from the optical plan. Failure to promptly pay the monthly charge due to the Company may result in a Participant’s termination from the plan.
- 4.3 Service Area shall be Cook County, Will County, Kane County, DuPage County, Kendall County, Lake County, and additional counties as added.

#### ARTICLE V: PLAN PAYMENTS

- 5.1 Company’s Payments – The Company agrees to pay Olympia the premium amount per month per employee for their selected optical coverage. Each payment required to be made shall be paid on or before the fifteenth day of the month for which benefits are to be provided. The initial payment by the Company shall be made on the 15th day of the initial effective month of coverage and thereafter month to month for the term of the contract. The payments to be made by the Company shall constitute the Company’s entire cost.
- 5.2 Participant Payments – All charges for work specified under the discounted optical fee schedule attached as Exhibit V-B shall be paid by the Participant directly to the optical center rendering professional services. For contracted specialist care, the Participant must first make arrangements through the contracted optical center specified in the Optical Plan, in order to be assured that the contracted specialist care will cost no more than shown in Exhibit V-B. The Company shall not be liable to pay any of the discounted fees listed in Exhibit V-B.
- 5.3 Pre-existing Condition – Olympia agrees that services to be provided by the contracted optical centers will be performed irrespective of the fact that the inception of the optical condition occurred prior to the effective date of this Agreement.
- 5.4 Extended Grace Period – Upon the expiration of this Agreement or the termination of eligibility of an Participant, the contracted optical center will complete any optical procedures initiated prior to said expiration date as though this Agreement remained in effect and the Participant continued to be eligible for such procedure, and the Company shall have no obligation to pay for such work after the termination of this Agreement.

#### ARTICLE VI: PROFESSIONAL SERVICES

- 6.1 Independent Nature – Any contracted optical center engaged to perform professional services shall be independent of and not an employee of, or under the control, supervision or management of Olympia except to the extent provided herein. The parties acknowledge that Dr. Barry L. Kramer, president of Olympia, is a licensed dentist. Each contracted optical center shall be duly licensed and qualified under the laws of the State of Illinois to perform the services to be rendered to Participants. Such contracted optical centers shall agree to provide for the Participants such services as may be required to fulfill the Optical Plan to the full intent and purposes thereof in accordance with this Agreement.
- 6.2 Doctor-Patient Relationship – Notwithstanding anything in this Agreement to the contrary, it is understood that each contracted optical center is providing professional services for the Participants, and each such contracted optical center shall, at all times, maintain the ethical standards and duties required of him in the care and treatment of the patient. Nothing in this agreement shall be deemed to affect in any manner whatsoever the doctor-patient relationship between any contracted optical center and Participant and at all times such relationship shall be maintained.
- 6.3 Peer Review – The Company is authorized to conduct or have conducted periodic quality audits of the professional standards of optical care rendered to the Participants. These professional audits shall be conducted at the expense of the Company by a qualified, licensed optometrist to be selected by Olympia from a list of at least ten optometrists selected by the Company. These professional audits may be made as often as deemed necessary by the Company.
- 6.4 Waiver – Olympia, the Company and all Participants agree that all disclosure limitations and confidentiality privileges which are personally available to them are waived in the event of a dispute regarding the adequacy of optical care rendered to any Participant or for the purpose of conducting the quality audits herein provided for.
- 6.5 Contracted Provider – All care, must be provided by or through a contracted provider.

#### ARTICLE VII: RECORDS, REPORTS AND INSPECTION

- 7.1 Patient Records – Records shall be maintained for each Participant to the extent and degree professionally required. Such records shall indicate any vital and pertinent data for the proper treatment and care of such patient. Any charges made to a Participant shall be recorded on such Participant’s records. The Company intends, and shall have the right, to conduct reviews of the quality and quantity of services provided under this Agreement (hereinafter referred to as “peer review”). Records pertaining to patients to whom treatment was rendered pursuant to this Agreement shall be made available, upon reasonable notice, for inspection by the Company’s designees, who shall be licensed to practice optometry. All other information not privileged or confidential shall be made available to the Company, as and when requested, to enable the Company to fulfill their fiduciary obligations. Olympia shall provide the Company with a tabular summary of all the services rendered to Participants by the contracted optical centers on a monthly basis with calendar year-to-date accumulations. Olympia will make available to the Company on request the details of the services provided, including the name of the Participant, the date of services, and the office where the services were performed.

Olympia will not be required to provide the Company with data relating to treatment not covered by this Agreement, it being understood that selection of a provider for non-covered services is for the Participant or Eligible Dependent to make, as it is in the case of indemnity plans.

- 7.2 **Patient's Obligation** – Notwithstanding anything herein to the contrary, the optical records of each patient shall be kept confidential and shall not be disclosed to anyone unless the patient shall have authorized, in writing, a release or disclosure of such information except for use incident to bona fide medical research, education and use reasonably necessary for the administration of the Optical Plan, unless otherwise required by law.
- 7.3 **Company Records** – The Company shall provide to Olympia each month a list of Participants who are eligible to receive optical benefits under the Plan. The Company shall furnish to Olympia upon written request such records and information that Olympia may reasonably require to confirm the accuracy of eligibility information provided to it by the Company, including whether it has received proper payments pursuant to Section 5.1 of this Agreement.

#### ARTICLE VIII: CLAIMS PROCEDURE

Olympia shall give written notification to a Participant (with a copy to the Company) of the denial of any benefit within sixty (60) days after optical care has been denied, which such notification shall set forth the specific reason or reasons for the denial and contain a description of additional information or information necessary for the claimant to perfect his claim and shall contain an explanation of the Optical Plan's claim review procedure. Within sixty (60) days after receiving notification of the denial of a benefit, the Participant may file an appeal to the Company in the manner and form set forth in the Claim Review where Procedure of the Company's medical benefit plan as in effect at the time of denial of any benefit, which procedure is hereby adopted in its entirety and incorporated herein by reference.

#### ARTICLE IX: TERM

This Agreement shall commence on the effective date of coverage (normally the first of the month following the signing of this contract and the receipt of the initial payment). The initial term of this Agreement shall be for a period of thirty six (36) months or a mutually agreed upon period of time and shall automatically continue from year to year thereafter, on the same terms and conditions, unless either party shall give written notice to the other of its intent that this Agreement not be renewed at least ninety (90) days prior to any annual anniversary date after the initial term. Notwithstanding the foregoing, the Company may terminate this Agreement at any time after one (1) year, upon giving sixty days prior written notice of termination to Olympia. Olympia LHSO, Inc. may terminate this agreement upon giving sixty (60) days written notice of termination of the Company.

#### ARTICLE X: INDEMNIFICATION - INSURANCE

Olympia shall require that each contracted provider of optical service shall provide at its expense a policy of insurance with a reasonable insurance carrier in an amount not less than Two Hundred Thousand Dollars (\$200,000) per incident, Five Hundred Thousand Dollars (\$500,000) per year in the aggregate, and Eight Hundred Thousand Dollars (\$800,000) lifetime maximum, insuring against loss or damage by reason of malpractice to any person during the term of this Agreement. Olympia shall furnish to the Company on a quarterly basis a written statement that every provider of optical services is then in compliance with this requirement.

#### ARTICLE XI: REPRESENTATION OF OPTICAL CO-ORDINATOR

Olympia agrees by entering into this agreement, to include the following clause in all contracts with contractors and subcontractors, who will provide services to limited health Services Participants on a prepayment or other basis.

The provider agrees that in no event including, by not limited to, nonpayment by the organization of amounts due the provider under this contract, insolvency of the organization or any breach of this contract by the organization, shall the provider or its assignees or subcontractors have a right to seek any type of payment from, bill, charge, collect a deposit from or have any recourse against the Participant, persons acting on the Participant's behalf (other than the organization), the employer or group contract holder for services provided pursuant to this contract except for the payment of applicable co-payments for services covered by the organization or fees for services not covered by the organization. The requirements of this clause shall survive any termination of this contract for services rendered regardless of the cause of such termination. The organization's Participants shall be third party beneficiaries of this clause. This clause supersedes any oral or written agreement now existing or hereafter entered into between the provider and the Participant or persons acting on the Participant's behalf (other than the organization).

#### ARTICLE XII: ARBITRATION OF COMPLAINTS

**Settlement of Disputes** – In order to provide an orderly method of handling and disposing of all disputes, misunderstandings, or differences, arising between the Company and Olympia, arising out of disagreement, as to the meaning, interpretation and application of the provisions of this agreement, such differences shall be settled in the following manner:

- (a) Should a patient not be able to reach an accord with his contracted optical center, the patient should contact Olympia in writing. The Participant will be notified of the decision regarding the dispute after review by the Olympia office within 30 days. Should the Participant be dissatisfied with the decision, he may present his complaint to the Company, who will review it and seek arbitration when deemed appropriate in accordance to the prepaid optical plan.
- (b) In the event that the matter is not settled as provided in paragraph (a) above, either the Company or Olympia may, within 21 days after receipt of written request by either party, refer the matter to an Arbitration Board, which shall consist of three members, one selected by the Company, and one selected by Olympia. These two shall select an impartial third person to serve as Chairman of the Arbitration Board. If neither the Company nor Olympia requests arbitration within 90 days after receipt of written notification that the other party considers the dispute resolution efforts described in Paragraph (a) to have failed, the dispute shall be considered settled on the basis of the status quo. The dispute referred to arbitration shall have been reduced to writing prior to the dispute resolution efforts described in Paragraph (a), and the scope of the arbitration board's authority shall be limited to deciding the issue or issues presented in such writing. The arbitration board shall have no authority to add or to detract from the terms of this Agreement. If several disputes are referred to arbitration at or about the same time, all such disputes shall be consolidated before a single arbitration board. Arbitrations under this agreement shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association, except to the extent otherwise herein provided in this Agreement. Judgment may be entered in the U.S. District Court for the Northern District of Illinois upon any award made pursuant to arbitration under the Article. If the Company and Olympia representatives are unable to agree upon the impartial Chairman, he shall be selected from a list of five persons submitted by the American Arbitration Association. The cost of his services shall be borne equally by the Company and Olympia. The decision of the majority of the Arbitration Board shall be final and binding upon the Company and Olympia.

- (c) The impartial Chairman, when selected from the list submitted by the American Arbitration Association, shall be determined in the following manner: The representatives shall decide by a toss of a coin who shall have the right to strike one name from the list and alternately thereafter they shall strike names from the list until one name remains. That person shall be the impartial Chairman.

Complaints may be addressed to the Public Service Division of the Illinois Department of Insurance.

ARTICLE XIII: MISCELLANEOUS

- 13.1 Eligible Dependents – Whenever in this Agreement reference is made to the right of a Participant to benefits, it shall be deemed to include Eligible Dependents.
- 13.2 Gender – Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.
- 13.3 Notices – Any notice, consent or other communication required by, or to be given pursuant to, this Agreement, shall be in writing and delivered to the intended recipient thereof. A writing shall be deemed delivered to the intended recipient on the fifth business day after being deposited in the U.S. mail, if sent by registered mail, return receipt requested, postage prepaid, and if the addressee refuses to accept delivery of the certified or registered letter. Otherwise, notice shall be deemed to occur only when actually received. Notices shall be sent to the following address (notice to change of such address by prior notice):  
  
Olympia Limited Health Services Organization, Inc.  
P.O. Box 618117  
Chicago, Illinois 60661  
Attention: Dr. Barry L. Kramer, President
- 13.4 Headings – The headings for the articles and paragraphs of this Agreement are inserted solely for the convenience of reference and form no substantive part of this Agreement, nor shall they be used in any interpretation or construction of any substantive provisions of this Agreement.
- 13.5 Assignment – This Agreement shall bind, and inure to the benefit of the parties hereto, their respective successors and assigns. This Agreement is not assignable without the consent of the other party hereto.
- 13.6 Riders – Any rider or addendum signed by the parties hereto as part of this Agreement shall constitute a part of this Agreement as if such additional provisions were herein set forth. However, any provision in such rider or addendum that is contrary to or inconsistent with any of the foregoing provisions shall prevail over and supercede any such foregoing provisions.
- 13.7 Entire Agreement – This document contains the entire agreement and understanding between the parties hereto.
- 13.8 Counterparts – This Agreement may be executed in counterparts, and all such executed counterparts shall constitute one original agreement.
- 13.9 Manner of Acting – Any action required or permitted to be taken by the company hereunder shall be made by resolution of its Board of Directors, or in writing by a person or group of persons authorized by the Board of Directors to act on its behalf.

Contracting Organization:

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Olympia LHSO, Inc.

By: \_\_\_\_\_  
Olympia Limited Health Services Organization Inc.  
President

Date: \_\_\_\_\_

This Optical Plan Contract covers \_\_\_\_\_ (Plan Number) and becomes effective as of the first (1<sup>st</sup>) of \_\_\_\_\_, \_\_\_\_\_ (Month) (Year).

The Group Number for \_\_\_\_\_ (Contracting Organization) will be \_\_\_\_\_ (Group Number).