FIRST READING: 11.8.21
SECOND READING: 11.22.21
THIRD READING: 12.13.21

ORDINANCE NO: 94-21

BY: JOHN B. SHEPHERD

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DELTA DENTAL TO PROVIDE DENTAL COVERAGE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF ROCKY RIVER, AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS, the City of Rocky River must provide dental coverage to full-time employees of the City of Rocky River based on collective bargaining contracts and/or City policies; and

WHEREAS, City Administration negotiated a contract for dental insurance coverage with Delta Dental for the year 2022 and 2023 ; and

WHEREAS, the Mayor and the Council deem it to be in the best interests of the City to contract with Delta Dental for dental coverage for 2 years beginning January 1, 2022 through December 31, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

Section 1. That the Mayor be and she is hereby authorized to enter into a contract with Delta Dental for dental coverage for full-time employees for 2 years commencing January 1, 2022, as further described in Exhibit "A".

Section 2. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety and for the further reason that it is necessary to provide for the continuation of dental coverage for full-time City employees in conformance with labor agreements and City policies, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 13th, 2021

JAMES W. MORAN
President of Council

PRESENTED TO MAYOR: December 13th, 2021

APPROVED: December 13th, 2021

ATTEST:

Susan G. Pease
Clerk of Council

PAMELA E. BOBST
Mayor

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation or certification now outstanding.

Michael A. Thomas
Director of Finance

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 13th day of December, 2021.

Susan G. Pease
Clerk of Council of the City of Rocky River, Ohio

City of Rocky River
County of Cuyahoga } ss

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 94-21 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 13th DAY OF December 20 21 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW, THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN, THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 94-21

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 13th DAY OF December, 20 21.

Susan G. Pease
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

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DELTA DENTAL

Delta Dental Contract
For
City of Rocky River

This Contract ("Contract") is entered into by and between City of Rocky River (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, 2022, the ("Effective Date").

SECTION I - DECLARATIONS

The Benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. 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 of the subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2022

B. **First Renewal Date:** January 1, 2024

C. **Client Number:** 0229-0001

D. **Rate(s):**

Enrollee only - $28.23 per month per Enrollee

Enrollee with one dependent - $52.26 per month per Enrollee

Enrollee with two or more dependents - $99.68 per month per Enrollee

These rates are contingent upon the enrollment of a minimum of 75 percent of the eligible members of the defined group and their eligible dependents. Rates do not include any applicable claims taxes.

These rates assume that claims from nonparticipating dentists will be paid using our national out-of-network fee table.

DELTA DENTAL PLAN OF OHIO, INC.

BY: _____
President and CEO

DATE: October 22, 2021

CONTRACTOR

BY: _____
(Authorized Signature)

_____
(Title)

BY: _____
(Witnessed By)

_____
(Title)

DATE: _____

DELTA DENTAL

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0229-0001
City of Rocky River

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	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%
Sealants - to prevent decay of permanent teeth	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	90%	60%	60%
Endodontic Services - root canals	90%	60%	60%
Periodontic Services - to treat gum disease	90%	60%	60%
Oral Surgery Services - extractions and dental surgery	90%	60%	60%
Other Basic Services - misc. services	90%	60%	60%
Relines and Repairs - to prosthetic appliances	90%	60%	60%
Major Services			
Major Restorative Services - crowns	60%	30%	30%
Anesthesia Services - when medically necessary	60%	30%	30%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	60%	30%	30%
Orthodontic Services			
Orthodontic Services - braces	60%	50%	50%
Orthodontic Age Limit -	through age 18 and under	through age 18 and under	through age 18 and under

* 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 or Delta Dental approves 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 once per calendar year for people age 13 and under.
- Bitewing X-rays are payable once in any two calendar years and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.

- Porcelain and resin facings on crowns are optional treatment 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.

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

Maximum Payment – $1,500 per person total per Benefit Year on all services except orthodontic services. $1,000 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental PPO™ Dentist - Delta Dental will pay 60% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental. Delta Dental Premier® Dentist - Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental. Nonparticipating Dentist - Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible – $50 Deductible per person 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, X-rays, sealants, and orthodontic services.

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 full-time employees of the Contractor who choose the dental plan and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible at your option are your legal spouse, your dependent children under age 19 or age 23 if a full-time student and receiving more than 50 percent of their support during any calendar year from the employee.

Enrollees and eligible Dependents may only enroll when first eligible, during an open enrollment period, or when the enrollment is the result of a qualifying event as defined under Internal Revenue Code Section 125. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

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 the employee is terminated.

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City of Rocky River

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