
Group Agreement

an Agreement between

Aetna Dental of California Inc.
2545 West Hillcrest Drive
Thousand Oaks, CA 91320
1-800-325-6541

(a California corporation, herein called "Dental Plan") and

Illinois Institute of Technology

(herein called "Group")

3300 South Federal Room 302
Chicago, IL 60616

Effective Date:	June 1, 2006
Group Agreement Number:	667026
Agreement Delivered in:	California

This Agreement is executed and is to be performed in accordance with all Federal Law and the laws of the jurisdiction in which it is delivered that are applicable to Dental Plan. If any provision of this Agreement is deemed to be invalid or illegal, such provision shall be fully severable and the remaining provisions of this Agreement shall continue in full force and effect.

In consideration of the Premium payments by the Group in the amounts and times provided, Dental Plan shall arrange for the provision of Covered Services to Members subject to the terms and conditions set forth in this Agreement and the Combined Evidence of Coverage and Disclosure Form which is attached to this Agreement, and fully incorporated herein by reference. Dental Plan may enter into agreements with dental care providers, insurers, and any other individuals and entities it deems necessary, at its sole discretion, to fulfill its obligations under this Agreement. Dental Plan shall have full discretionary authority to make benefit and claim determinations pursuant to this Agreement.

Section 1. Definitions

The terms used in this Agreement have the same meaning given those terms in the Evidence of Coverage and Disclosure Form unless otherwise specifically defined in this Agreement.

Section 2. Premiums

- A. Premiums for the Covered Services to be provided under this Agreement are as set forth in Attachment A, which is fully incorporated herein by reference.
- B. The Premiums set forth on Attachment A shall be effective for the initial term of this Agreement. Thereafter, Dental Plan may change the Premiums upon:
- (1) 30 days prior written notice to the Group;
 - (a) of the renewal date of this Agreement; or
 - (b) as of the effective date of any applicable law or regulation having a direct and material impact on the cost of providing Coverage to Members.
 - (2) 90 days prior written notice to the Group for any other reason.
- Payment of the applicable Premium on and after that date shall constitute acceptance of those changes by the Group, individually and on behalf of all Members enrolled under this Agreement.
- C. Premium payments are due in full at Dental Plan's office on or before the first day of each month for that month's Coverage. A "Grace Period" of 31 days following the Premium due-date will be allowed the Group for the payment of each Premium.
- D. Retroactive adjustments to Group billings may be made by Dental Plan for the termination of Members not posted to previous Group billings. However, Group shall receive a maximum of one month's credit for Member terminations which occurred more than 30 days prior to the date Dental Plan was notified of such termination by Group. Retroactive additions will be made at the discretion of Dental Plan based upon eligibility guidelines, as stated in this Agreement, and are subject to all applicable Premiums.
- E. Proration of Premiums due for Members whose Coverage is effective on a day other than the first day of a month or whose Coverage terminates on a day other than the last day of the month shall be performed as follows:
- (1) For Member Coverage which is first effective prior to the 16th day of any month, the entire month's Premium shall be due to Dental Plan for that month. However, for Member Coverage which is first effective after the 15th day of any month, no Premium will be due to Dental Plan for that month.
 - (2) For Member Coverage terminated prior to the 16th day of any month no Premium shall be due to Dental Plan for that month. However, for Member Coverage terminated after the 15th day of any month, the entire month's Premium shall be due to Dental Plan for that month.
- F. Group will pay interest to Dental Plan, at the rate of 1 1/2 percent per month, on the amount of any Premium not remitted on or before the first day of any month during the term of this Agreement. Group shall also be responsible for paying any and all costs and expenses, including reasonable attorney's fees, incurred by Dental Plan in collecting any past due Premiums from Group.

Section 3. Enrollment

Group shall permit eligible employees to enroll themselves and their eligible dependents in the Dental Plan during an Annual Enrollment Period or when employees become eligible for Coverage in accordance with the Group's eligibility requirements. The Annual Enrollment Period shall be the period of time set forth on Attachment A, and it shall be consistent with the Annual Enrollment Period applicable to any other group dental benefit plans being offered by the Group. Group shall permit representatives of Dental Plan to meet with employees during the Annual Enrollment Period unless the parties agree upon an alternate enrollment procedure.

Within 31 days from the date the employees and their dependents first become eligible for Coverage, enrollment will be permitted by submitting a completed Enrollment Form to the Group for transmittal to the Dental Plan. Thereafter, employees and their eligible dependents may enroll only during an Open Enrollment Period by submitting:

- (a) a completed Enrollment Form to Group for transmittal to Dental Plan; and
- (b) Premium to Dental Plan.

Coverage shall not become effective until confirmed in writing by Dental Plan.

New employees of Group may be subject to a waiting period before being eligible for benefits under this Agreement. The waiting period is specified in Attachment A.

Group shall not during the term of this Agreement modify the Open Enrollment Period or waiting period, both as described in Attachment A, for the purposes of enrolling Group's employees and dependents under this Agreement unless agreed to in writing by Dental Plan.

Section 4. Term and Renewal

The initial term of this Agreement shall be from 12:01 a.m. 06/01/06, to 12:00 Midnight 05/31/07. Thereafter, subsequent terms shall begin at 12:01 a.m. on a 06/01, ("Renewal Date"), and end at 12:00 Midnight on a 05/31.

Section 5. Termination

- A. The Group may terminate this Agreement as of its Renewal Date, by providing the Dental Plan written notice of non-renewal not less than 31 days prior to the Renewal Date.
- B. The Group may terminate this Agreement as of the date any Premium change would become effective, by providing the Dental Plan with written notice of termination not less than 31 days prior to such effective date.
- C. In the event Dental Plan does not receive payment from Group for the entire Premium due under this Agreement on or before the 31st day following the Premium due date as specified above, Dental Plan will, upon written notice to Group, terminate this Agreement as of the last day for which Premiums were received. The termination of this Agreement following the expiration of the Grace Period shall not relieve Group of its obligation to pay the Premium for Coverage provided for claims incurred during the Grace Period. Coverage under this Agreement for Group's Subscribers and their Covered Dependents shall therefore end as of the last day for which Dental Plan has received payment of Premium.
- D. Upon written notice to Group, Dental Plan may, at its discretion, immediately terminate or rescind this Agreement for fraud or material misstatement by Group. Rescission of the Agreement will only occur if such fraud or material misstatement took place upon application for Coverage under this Agreement.
- E. Dental Plan may terminate this Agreement if: Group ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they come due. Termination will be effective immediately following the date Dental Plan gives Group written notice of termination.
- F. If either party is unable to perform its obligations by reason of, without limitation: a complete or partial destruction of facilities; a material reduction in the number of Participating Dental Providers; riot; war; act of God; or by any ordinance, law, order or decree of any governmental authority; this Agreement may be immediately suspended or terminated. Neither party shall be required to perform its duties nor be liable for any damages arising from the suspension or termination of this Agreement pursuant to this paragraph. Dental Plan's only obligation shall be to refund any unearned Premium for the period following the date of such suspension or termination.

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- G.** Except for the terms of item F of this Section 5, no termination shall relieve Dental Plan from any obligation imposed upon it by the terms of this Agreement for dental care services rendered before the date of termination, or relieve Group from any obligation incurred prior to the date of termination of this Agreement.
- H.** It is the responsibility of Group to notify the Subscribers of the termination of the Agreement in accordance with the "Notice of Certain Events" provision in Section 9 of this Agreement. However, Dental Plan reserves the right to notify Subscribers of the termination of the Agreement for any reason, including non-payment of Premium.
- I.** In the event of the termination of this Agreement by either Group or Dental Plan (except for termination of Group for fraud as stated in item D above), Dental Plan shall return to the Group, within 30 days, the part of the pro rata portion of the Premium paid by the Group which corresponds to any unexpired period for which Premium had been received along with amounts due on claims, if any, less any amounts due Dental Plan.

Section 6. Reinstatement

In the event the Group remits its delinquent payments for periods prior to the termination date, and any additional Premiums which have since become due, to Dental Plan within 15 calendar days of the termination of this Agreement, Group may be reinstated by Dental Plan. Coverage at reinstatement will be the Coverage currently being offered by Dental Plan at the applicable rates. However, Dental Plan reserves the right to refuse such reinstatement, provided that Dental Plan refunds to Group, within 20 business days of receipt, any unearned Premium.

Section 7. Independent Contractor Relationship

A. Between Participating Dental Providers and Dental Plan

The relationship between Dental Plan and Participating Dental Providers is a contractual relationship among independent contractors. Participating Dental Providers are not agents or employees of Dental Plan nor is Dental Plan an agent or employee of any Participating Dental Provider.

Participating Dental Providers are solely responsible for any dental services rendered to their Member patients. A provider's participation may be terminated at any time without advance notice to Group or Members.

B. Between Group and Dental Plan

The Relationship between Dental Plan and Group is limited to a contractual relationship between independent contractors. Neither party is an agent nor employee of the other when performing its obligations pursuant to this Agreement.

Neither party shall have imputed, constructive or vicarious liability for any loss, expense or attorney's fees incurred in the settlement or satisfaction of any claim, action or judgment proximately resulting from any action or failure to act by the other party, its directors, officers, employees, agents or representatives. The responsible party shall indemnify and hold the other party harmless against any and all such liability and expenses arising from such claims, actions or judgments; provided that party has received timely notice of and been given the opportunity to defend against such claims.

Section 8. Administration of the Agreement

A. Forms

Dental Plan shall supply the Group with a reasonable supply of its forms and descriptive literature for distribution to employees. Group shall give Dental Plan's forms and descriptive literature to any employee who becomes eligible for Coverage. Group shall promptly forward the applicable forms and other information that it receives from employees to Dental Plan.

B. Records

Group shall make payroll and other records directly related to Member's Coverage under this Agreement available to Dental Plan for inspection, at Dental Plan's expense, at the Group's office, during regular business hours, upon reasonable advance request from Dental Plan. This provision shall survive the termination of this Agreement as necessary to resolve outstanding financial or administrative issues pursuant to this Agreement.

Section 9. Miscellaneous

A. Entire Agreement

This Group Agreement, including the Group Application, Evidence of Coverage and Disclosure Form, Dental Care Schedule, any Riders, and any amendments or attachments, constitutes the entire Agreement between Group and Dental Plan, and on the effective date of Coverage, supersedes all other agreements for dental care services and benefits between the parties.

B. Amendments

This Agreement is subject to all rules and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over Dental Plan, and this Agreement shall be deemed to be amended to conform therewith at all times.

Any amendments to this Agreement shall be in writing and must be approved and executed by authorized representatives of both Group and Dental Plan. No other individual has the authority to modify this Agreement, waive any of its provisions or restrictions, extend the time for making a payment, or bind Dental Plan by making any other commitment or representation.

Formal acceptance of an amendment to this Agreement by the Group shall not be required if the change has been negotiated by means of a request by the Group and agreed to by Dental Plan; if the change is required to bring the Agreement into conformance with any applicable law, regulation or ruling of the jurisdiction in which the Agreement is delivered or of the federal government; or if the Group makes payment of any applicable Premium on and after the effective date of such amendment.

C. Clerical Errors

Clerical errors, whether by the Group or Dental Plan, in keeping pertinent records, or a delay in making any entry, shall not change the rights or obligations of either party under this Agreement and shall not operate to grant additional benefits to Members.

D. Fraudulent or Material Misstatements

If any relevant fact as to a Member is found to have been misstated, an equitable adjustment of Premiums will be made. If the misstatement affects the existence or amount of Coverage, the true facts will be used in determining whether Coverage is in force.

E. Incontestability

Except as to a fraudulent misstatement:

No statement made by the Group or any Member shall be the basis for voiding Coverage or denying Coverage or be used in defense of a claim unless it is in writing.

No statement made by the Group shall be the basis for voiding this Agreement after it has been in force for 2 years from its effective date.

F. Assignability

No rights or benefits under this Agreement are assignable by Group to any other party.

G. Waiver

The waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.

H. Arbitration

Group and Dental Plan agree to resolve any and all Disputes arising under this Agreement by arbitration to be conducted pursuant to the Commercial Rules of the American Arbitration Association, but not necessarily before the American Arbitration Association. Group and Dental Plan agree that any award by arbitration shall be binding upon Group and Dental Plan to the fullest extent permitted by law. Either party shall have the right to initiate the arbitration of a Dispute by serving a written notice on the other party stating the matter in Dispute and the relief sought. The Dispute shall be heard by 3 arbitrators unless the parties can agree upon a single arbitrator. If the Dispute is to be heard by 3 arbitrators, each party shall name 1 arbitrator within 30 days after notice of the Dispute is sent. Those 2 shall name a third arbitrator within 10 days after the last of the 2 was named as an arbitrator. Each party shall pay one-half of the costs of the arbitration. The existence of a Dispute shall not affect the duty of the parties to continue to perform their obligations under this Agreement.

I. Governing Law

Dental Plan is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and of subchapter 5.5 of Chapter 3 of Title 10 of the California Code of Regulations, and any provision required to be in this Agreement by either of the above shall bind Dental Plan whether or not provided in the Agreement.

J. Dental Plan Liability on Termination of Participating Dental Provider Contracts

Upon termination of a contract between Dental Plan and one of its Participating Dental Providers, Dental Plan will be liable for the Covered Services rendered by said providers (other than Copayments) to Members who retain eligibility under this Agreement, who are under the care of such provider at the time of termination, until Dental Plan makes reasonable and medically appropriate provision for the assumption of such Covered Services by another Participating Dental Provider.

K. Notice of Certain Events

Dental Plan will give Group written notice, within a reasonable amount of time, of any termination or breach of contract by, or inability to perform of, any Participating Dental Provider if the Group can be materially and adversely affected thereby. Group agrees to disseminate such notice, and any other such notices by Dental Plan concerning material matters under this Agreement, to Members in its next regular employee communication, but in no event later than 30 days after the receipt thereof and shall provide proof of such communication to Dental Plan.

L. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in Group's application or to any more recent address of which the sending party has received written notice.

M. Third Parties

This Agreement shall not confer any rights or obligations on third parties except as specifically provided herein.

N. Non-Discrimination

Group agrees to offer participation in Dental Plan to all persons in the eligible class(es) under terms and conditions no less favorable than those for any alternate dental benefit plans. Group agrees to make no attempt, whether through differential Group Premium contributions or otherwise, to encourage or discourage enrollment in Dental Plan of employees and eligible dependents based on health status or health risk. Participation in Dental Plan shall be offered on terms no less favorable with respect to Group contributions than those applicable to any other dental benefits coverage as may be available through Group. If Group contributions to any other coverages is increased during the term of this Agreement, Group agrees to make a similar change in its contribution to Dental Plan, effective the first Premium payment due date following such a change.

O. Third Party Liability and Workers' Compensation

In case of injuries caused by an act or omission of a third party, and complications incident thereto, and injuries and illnesses which are work-related, Covered Services required as a result of such injuries or illnesses shall be covered by the Dental Plan. However, by executing an enrollment form, each Member agrees to notify the Dental Plan when there is any possibility that a third party may be liable for the injuries, or that an injury or illness could be work-related. The Dental Plan shall have a first party lien against any settlement awarded to Member, even if the settlement does not specifically include payment for dental costs. Upon settlement, the Dental Plan shall be reimbursed at the prevailing rates for the cost of all such services and benefits provided on account of such injury or illness. In the event the third party is unable to fulfill the Dental Plan's lien by direct payment, Member nonetheless agrees to reimburse the Dental Plan at prevailing rates upon obtaining the monetary recovery, but not to exceed the amount of recovery. Group also agrees to cooperate in protecting the interests of the Dental Plan under this provision and to execute and deliver to the Dental Plan or its designee any and all assignments or other documents which may be necessary or proper to fully and completely effectuate and protect the rights of the Dental Plan or its designee. Failure to so cooperate is a basis for termination of Group's rights by the Dental Plan.

P. Execution of this Agreement

This Agreement shall be executed by the parties hereto completing and signing the Group Application which is attached hereto and fully incorporated herein by reference. However, payment of the applicable Premium on and after the effective date of this Agreement shall constitute execution of this Agreement by the Group.

Q. Grievance Procedure

The California Department of Managed Health Care is responsible for regulating health care service plans. The department's Health Plan Division has a toll-free telephone number (1-800-400-0815) to receive complaints regarding health plans. The hearing and speech impaired may use the California Relay Service's toll-free telephone numbers(1-800-735-2929 (TTY) or 1-888-877-5378 (TTY)) to contact the department. The department's Internet website (<http://www.corp.ca.gov>) has complaint forms and instructions online.

If you have a grievance against your health plan, you should first telephone your plan at (1-800-325-6541) and use the plan's grievance process before contacting the Health Plan Division. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your plan, or a grievance that has remained unresolved for more than 60 days, you may call the Health Plan Division for assistance. The plan's grievance process and the Health Plan Division's complaint review process are in addition to any other dispute resolution procedures that may be available to you, and your failure to use these processes does not preclude your use of any other remedy provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 24th day of May, 2006.

Aetna Dental of California Inc.



By _____ (See Master Application)

Printed
Name Bryan J. Geremia

Printed
Name _____ (See Master Application)

Title President

Title _____ (See Master Application)

Attachment A

I. Eligibility

- A. All salaried and hourly employees of the Group are eligible except: (1) part-time employees, (2) temporary employees, (3) seasonal employees, or (4) substitute employees.

Employees are eligible to participate in Dental Plan on the effective date of the Agreement or if later, on the first day of the calendar month coinciding with or next following the date the employee commences active service with the Group.

- B. The maximum age of eligibility for a dependent child is 19, or 23 if attending school on a regular basis.
- C. Open Enrollment Period shall occur when determined by the Group.
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II. Effective Date

- A. Coverage for all eligible employees and their eligible dependents who have enrolled during an Open Enrollment Period or 31 days after becoming eligible shall become effective on the first day of the month following the completion of the Open Enrollment Period or the date the Enrollment Form is accepted by Dental Plan.

Coverage for all newly eligible employees and newly eligible dependents who have not enrolled during an Open Enrollment Period or within 31 days after becoming eligible shall become effective on the first day of the month following the subsequent Open Enrollment Period or upon submission of acceptable evidence of good health to Dental Plan.

III. Premiums

- A. Premiums for the services to be Covered by Dental Plan under the initial term of this Agreement are as follows:

Subscriber Only	<u>\$17.55/Month</u>
Subscriber & Spouse or Domestic Partner	<u>\$33.70/Month</u>
Subscriber & Child	<u>\$33.70/Month</u>
Subscriber & Children	<u>\$44.93/Month</u>
Subscriber, Spouse or Domestic Partner, & Children	<u>\$44.93/Month</u>