

RESOLUTION

No. 2019-225

By Commissioner Webb

RESOLVED, by the Wayne County Commission this 4th day of April, 2019 that approval be, and is hereby, granted authorizing retroactive Modification No. 1 to a three-year contract with one, two-year option to renew between the Charter County of Wayne and Golden Dental Plans, Inc. (of Warren), exercising the two-year option to renew, to continue to provide the administration of dental benefits for County employees and eligible dependents, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that a per-member, per-month fee structure is used to estimate the costs; the term of Modification No. 1 is from March 1, 2019 through February 28, 2021; and the cost of Modification No. 1 will be charged to Account No. 676 86501 916120 (Health Insurance); and be it further

RESOLVED, that performance on this contract was performed prior to Commission approval in violation of Section 120-50 of the Wayne County Procurement Ordinance (Ordinance No. 2006-1101, as amended) and Section 5.143 of the Home Rule Charter for the County of Wayne; and be it further

RESOLVED, that the Wayne County Commission calls for the County Executive to determine if the County incurred damages as a result of premature performance in violation of the Procurement Ordinance and if damages were incurred to institute a civil action pursuant to the Procurement Ordinance; and be it further

RESOLVED, that the County Executive, in conjunction with the Department of Corporation Counsel, shall report to the Commission on this matter within 90 days; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned modification on behalf of the Charter County of Wayne.

[Modification on File]

(2015-37-094FM1)

**Contract Modification No. 1
Between
County of Wayne
and
Golden Dental Plans, INC.**

THIS MODIFICATION is between the County of Wayne, Michigan, a body corporate and Charter County, acting through its Department of Management & Budget¹ (the "County") and Golden Dental Plans, Inc., licensed as an Alternative Financing and Delivery System in the State of Michigan ("Golden Dental") and modifies the Contract approved by the Wayne County Commission on March 3, 2016 by Resolution No. 2016-080.

RECITALS

- A. The County arranges for the administration of an Alternative Financing and Delivery System ("AFDS") as an alternative to other dental coverage options offered by Wayne County for its employees, retirees and eligible dependents;
- B. Golden Dental and the County entered into a Contract effective March 1, 2016, through February 28, 2019 with an option to renew the Contract for 1 two-year term;
- C. The Parties wish to enter into and execute the renewal option, as modified below, along with any modifications to the Contract set forth below;

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the Contract, it is hereby understood and agreed as follows:

- 1. The attached Appendix C, entitled premiums is attached and reflects the renewal term and applicable rates.
- 2. That this two (2) year extension to the Contract shall be in effect beginning March 1, 2019 through February 28, 2021. The new contract term is from March 1, 2016 to February 28, 2021.
- 3. That Section 19.01 is modified as follows:
19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Plan:

Joseph S. Lentine
President Golden Dental Plans, Inc.
29377 Hoover Road
Warren, Michigan 48093-3475
Phone: 800-451-5918
E-Mail: joseph.lentine@goldendentalplans.com

¹ Formerly through its Department of Personnel/Human Resources

If to the Group:
Chief Financial Officer, Wayne County
500 Griswold, 14th Floor
Detroit, Michigan 48226
Office: 313-224-0696

With copy to:
Wayne County Corporation Counsel
Principal Attorney for Benefits
500 Griswold, 29th Floor
Detroit, Michigan 48226

4. That all other terms and conditions of the original contract (including any exhibits, modifications, addenda and attachments) remain in full force and effect unless modified by this Modification and attachments.
5. Each party warrants that its agent signing this Modification is authorized to bind its principal.
6. This Modification is subject to the County's policies regarding modification of contracts and shall become effective upon Commission approval and execution by the County Executive.

GOLDEN DENTAL PLANS, INC.

By: _____

Title: President

Date: 12-18-18

COUNTY OF WAYNE

DocuSigned by:

By: _____

Dannella Williams for
B3C273A1D05C435...
Warren C. Evans

Title: Chief Executive Officer

Date: _____

Approved as to Form:

JANE E. ENRIGHT
Jane E. Enright

Assistant Corporation Counsel

APPENDIX C
PREMIUMS

The monthly premium rates are for the following contract renewal period of **March 1, 2019 through February 28, 2021**.

SMILE GUARD PLAN

Group hereby agrees to pay GDP the sum of:

March 1, 2019 thru February 28, 2020

Single Member: \$20.00

Family of Two: \$20.00

Family: \$20.00

March 1, 2020 thru February 28, 2021

Single Member: \$20.00

Family of Two: \$20.00

Family: \$20.00

per Plan Month during the term hereof for each member enrolled in the SMILE GUARD PLAN. This rate shall be guaranteed for the term of the Renewal. Each payment required to be made hereunder shall be paid on or before the 20th day preceding the Plan Month for which benefits are to be provided. The initial payment by Group shall be made on or before the 20th day of February, 2019 based upon the number of all eligible Subscribers on such date. The payments to be made by Group, as described above, shall constitute Group's entire cost of the Plan.

RADIANT PLAN (BUY UP)

Group hereby agrees to pay GDP the sum of:

March 1, 2019 thru February 28, 2020

Single Member: \$49.67

Family of Two: \$73.41

Family: \$102.76

March 1, 2020 thru February 28, 2021

Single Member: \$49.67

Family of Two: \$73.41

Family: \$102.76

per Plan Month during the term hereof for each member enrolled in the HIGH plan with the County being responsible for the first \$20 and the subscriber/enrollee for the remaining amount. This rate shall be guaranteed for the term of the Renewal. Each payment required to be made hereunder shall be paid on or before the 20th day preceding the Plan Month for which benefits are to be provided. The initial payment by Group shall be made on or before the 20th day of February, 2019 based upon the number of all eligible Subscribers on such date. The payments to be made by Group, as described above, shall constitute Group's entire cost of the Plan.