

**This checklist is not part of the NACo contract, however, please return it with your signed contract.*
*Incomplete or incorrect checklists will delay implementation of the program**

NACo Dental Discount Card Program checklist

County Name/State: Sedgwick County/KS Date contract returned to NACo: 5/17/10

1. Who is the ONE contact person in the county with whom we may communicate about this program?

Name and title Brandi Clarke, Grant & Special Projects Coordinator

Address (w/ City, State, Zip) 635 N Main Wichita, KS 67203

Phone 316-660-7693 Fax 316-660-7886

E-mail (We must have your e-mail address!) brclarke@sedgwick.gov

Please choose a design for your discount cards: **(YOU MUST CIRCLE ONE)**

A. County Name (With state abbreviation)

B. Logo/Seal on cards

If you choose to have a logo/seal, be sure to e-mail a black and white logo/seal to agoldschmidt@naco.org. Please put ("County Name - LOGO") in the subject line.

4. What is your county's current population? 490,900

Will you be needing promotional materials in Spanish? Yes

5. Please provide a street address for delivery of materials. Promotional materials will be sent via UPS Ground. **NO P.O. BOXES!**

635 N Main Wichita, KS 67203

6. What is your county's web address (if available)? www.sedgwickcounty.org

Will this program have its own page? (Please provide) _____

What number would county residents call to get a brochure for a card? 316-660-7673

Notes:



DENTAL DISCOUNT PROGRAM AGREEMENT

THIS DENTAL DISCOUNT PROGRAM AGREEMENT (this "Agreement") is made this 6th day of APRIL, 2010 by and among NATIONAL ASSOCIATION OF COUNTIES, a Delaware non-profit corporation (herein referred to as "Client"), CAREINGTON INTERNATIONAL CORPORATION, a Texas corporation (herein referred to as "Careington"), and, upon execution of an acknowledgement to this Agreement, COUNTIES THAT ARE MEMBERS OF CLIENT ("Member Counties").

RECITALS

WHEREAS, Client is a national Association that provides an array of benefits and services to Member Counties and their residents; and

WHEREAS, Careington is in the business of establishing, building, consolidating, marketing and administering dental plans and other benefits through its own network of dentists and through agreements with other companies and distributors of healthcare benefit plans, products and services (each referred to herein as a "Benefit Provider"); and

WHEREAS, the parties desire to enter into a relationship whereby Careington will provide through Client a discount dental benefits program (the "Program") to be marketed and sold by Client, its Member Counties, or through Marketing Representatives (as herein defined) on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

1. **Definitions.** The following definitions terms used herein shall have the meanings given them in this Section 1:

"Benefits Plan" means the dental plan described on Schedule 1 attached hereto and made a part hereof.

"Benefit Provider" has the meaning set forth in the Recitals to this Agreement.

"Confidential Information" has the meaning set forth in section 7(a) hereof.

"Customer" means a person who (i) has met the eligibility criteria under the Benefits Plan, (ii) is not delinquent in his or her payment obligations under the payment terms specified herein and (iii) is entitled to access the services provided under the Benefits Plan, and the dependents of such person.

"Disclosing Party" has the meaning set forth in Section 7(c) hereof.

"Eligibility Report" has the meaning set forth in Section 4(d) hereof.

"Initial Marketing Fee" has the meaning set forth in Section 5 hereof.

"License Agreement" means the License Agreement entered into as of the date hereof by and between the Client and Careington.

"Marketing Materials" means any marketing, solicitation and fulfillment materials, pricing information, enrollment and billing procedures, including but not limited to printed materials, telephone scripts, and electronic media, that will be used to solicit or will be provided to Member Counties, Customers and prospective Customers, which refer to or describe (i) the Benefits Plan, (ii) any Benefit Provider, (iii) any service administered by Careington, (iv) any benefits to be provided in conjunction with the Benefits Plan, or (v) any service to be administered by a person or entity other than Careington.

"Marketing Plan" has the meaning set forth in Section 2 hereof.

"Marketing Representative" means a natural person, an agency or a brokerage firm employed or appointed by Client as an independent contractor for the purpose of brokering or marketing the Benefits Plan.

"Member County Acknowledgment" has the meaning set forth in Section 2(f) hereof.

"Participating Provider" means a practitioner or provider of healthcare services or products pursuant to the terms of the Benefits Plan.

"PPA" has the meaning set forth in Section 3(b) hereof.

"Program" has the meaning set forth in the Recitals to this Agreement.

"Recipient Party" has the meaning set forth in Section 7(c) hereof.

"Term" has the meaning set forth in Section 11(a) hereof.

2. Obligations of Client.

(a) **Marketing Role.** Client shall market the Benefits Plan to groups and individuals through Member Counties or its Marketing Representatives pursuant to a marketing plan previously discussed with and approved by Client and Careington and attached hereto on as Schedule 2 (the "Marketing Plan"). Client shall be fully responsible for its own conduct and for the conduct, activities and compensation of its Marketing Representatives and any subagents or other staff appointed by such Marketing Representatives, who are associated with the sale or marketing of the Benefits Plan.

(b) **Marketing Costs.** Except as provided in Schedule 3, Client shall bear all of its own costs related to the marketing and sale of the Benefits Plan to the Member Counties.

(c) **Geographic Areas Covered.** Client shall only market the Benefits Plan in geographic areas reasonably serviced by Participating Providers. Notwithstanding the foregoing, Client shall not market the Benefits Plan in the states of Vermont and Montana.

(d) Marketing Representatives. At its option, Client may appoint Marketing Representatives and enter into a written contract with each of them. Such written contract shall obligate the Marketing Representatives (i) to indemnify and hold Client, the Member Counties and Careington harmless from any and all claims for damages arising from their acts or omissions in marketing and selling the Benefits Plan and (2) to look solely to Client and not to Careington for payment of any commission or compensation. Client shall pay, directly or through an agent appointed by it, all sales commissions and fees owed to any Marketing Representative. Client shall ensure that the Marketing Representatives will conduct all marketing activities in accordance with the Marketing Plan and that the Marketing Representatives will not make any false or misleading statements or claims and will use only information provided to them by Careington or the Plan Providers.

(e) Retail Fees. To maintain the integrity and value of the Benefits Plan in the marketplace, Client shall not promote retail fees for the Benefits Plan that are lower than the retail fees agreed to by the parties without the prior written consent of Careington. Client shall not promote retail fees for the Benefits Plan that are higher than the retail fees set forth on Schedule 3 or without the prior written approval of Careington.

(f) Member County Acknowledgments. Client will require each Member County added after the date of this Agreement to execute an individual acknowledgement with Client and Careington in the form attached hereto as Schedule 4 (the "Member County Acknowledgment") prior to the offer for sale of the Program to the residents of such Member County.

(g) Limitation on Member Counties. Notwithstanding the foregoing, the number of Member Counties that are permitted to participate in the Program shall be limited to 38 during the initial eighteen (18) month term of this Agreement. Client and Careington agree to use commercially reasonable efforts to diversify the Member Counties by population with a goal as follows:

- 12 Member Counties with populations under 150,000
- 14 Member Counties with populations between 150,000 and 400,000
- 12 Member Counties with populations above 400,000

Upon the date that is twelve (12) months from the date of this Agreement, the parties shall meet to discuss the overall performance of the Program and, if both parties mutually agree, the parties shall expand the scope of the Program beyond the initial 38 Member County limitation.

3. Obligations of Client and Careington.

(a) Materials. Client and Careington shall submit any Marketing Materials developed for the Benefits Plan, to the other party for approval, not to be unreasonably withheld. Client and Careington shall have fifteen (15) business days to review, edit or approve such materials. Notwithstanding the above, Client acknowledges that Marketing Materials may be required to be filed and/or approved in certain states prior to Client marketing in such a state, that such filings and subsequent review by such a state will require additional time, and that Careington shall not be able to approve such materials in such a state, until such time as

Careington or Client receives written approval from the state. Client agrees to make necessary changes requested by Careington or a state and, if necessary, to submit those changes to Careington for resubmission to the state.

(b) Compliance with Laws. Client shall, and shall cause each of its Marketing Representatives, to comply with all laws, rules and regulations in connection with the performance of obligations on the part of Client as contemplated hereunder and that have been identified and communicated in writing by Careington to Client as applicable to Client.

If required by the State of Illinois as communicated by Careington to client in writing, Client represents and warrants that it will file an application to be a Preferred Provider Administrator ("PPA") before marketing the Benefits Plan in the State of Illinois. If such PPA registration becomes inactive during the term of this Agreement, Client must notify Careington immediately in writing and shall discontinue any marketing in the State of Illinois. For the State of Florida, Client must either (i) market the Benefits Plan as a stand-alone plan and charge a retail fee for the Benefits Plan that equals the fee set forth on Schedule 3 or (ii) provide evidence to Careington that it has been licensed as a Discount Medical Plan Organization (DMPO) prior to marketing in the state. Client shall not market the Benefits Plan in the State of Florida until the fee set forth on Schedule 3 has been either (i) filed with the State of Florida as required by Florida law if the fee is less than the maximum fee that does not require state approval, or (2) filed with and approved by the State of Florida as required by Florida law if the rate is greater than the maximum fee that does not require state approval, and Careington provides written notice to Client of such filing and/or approval. Careington shall provide Client with any and all assistance requested by Client so that it may meet all applicable regulatory requirements.

(c) Client shall immediately notify Careington in writing if any license or registration held by Client is suspended, revoked or otherwise restricted, or if any license or registration application submitted by Client is denied. Upon request by Careington, Client shall provide Careington with evidence of any applicable license or registration.

4. Obligations of Careington.

(a) Dental Discount Card Program. Careington shall provide through Client the Program to be offered to residents of Member Counties. Pursuant to the Program, each Customer shall be entitled to receive discounts on certain dental services when using a Participating Provider. Careington represents and warrants that it and its Benefit Providers maintain a network of at least 60,000 Participating Providers.

(b) Participating Provider Charges and Networks. Careington shall use reasonable efforts to cause Participating Providers to accept as full payment for the services and products provided to Members the agreed upon fees set forth in the Participating Provider agreement with Careington or the Benefit Provider. Participating Providers shall bill and collect from a Customer any applicable fees for goods or services provided to Customers and will not charge Customers more than the agreed upon discounted fees. Careington may, at its discretion, replace Benefit Providers with thirty (30) days written notice to Client.

(c) Best Pricing. Notwithstanding Schedule 2 hereto, in the event that, after the effective date of this Agreement, Careington charges any third party an annual membership fee for the Benefit Plan lower than the annual fees charged to Customers for the Benefits Plan pursuant to the terms of this Agreement, Schedule 3 shall automatically be deemed to be amended to reflect such lower annual membership fee, for any new Customers acquired after the effective date of the new annual membership fee. Both parties agree to renegotiate the Marketing Fee, in the event of a membership fee reduction. In addition, the discounted fees under the Benefits Plan charged to Customers participating in the Program shall be no higher than the agreed upon fees charged to any third party for the Benefits Plan, as set forth in any Participating Provider agreement with Careington or the Benefit Provider.

(d) Eligibility Report. Careington shall maintain, update and send to Client on a monthly basis, a membership and enrollment reports by Member County (each, an "Eligibility Report") showing enrollment and cancellation counts. Each Eligibility Report shall be provided in a format mutually agreed upon by Client and Careington.

(e) Identification Cards. Careington shall, at its own cost, provide Customers identification cards (including replacement identification cards) identifying that such Customer is a participant in the Benefits Plan in addition to pertinent telephone numbers for access to customer service and other benefits provided under the Benefits Plan. All identification cards shall bear the Client's logo. In addition, at the request of a Member County, identification cards for Customers resident in a Member County shall also bear the logo of such Member County.

(f) Customer Service. Careington shall, at its own expense, establish and maintain toll-free telephone lines for use by Customers for inquiries regarding the benefits associated with the Benefits Plan. Customer service lines shall incorporate interactive voice recognition (IVR) technology. Customers shall be afforded access to properly trained and supervised customer service representatives. The IVR system shall inform callers of their opportunity to transfer immediately to a customer service representatives during regular business hours. Spanish-speaking representatives shall be on duty at all times that the customer service lines are staffed. Careington shall also assure telephone access for Customers who are hearing-impaired, by means of TTY/TDD devices. Careington represents and warrants that its customer service call center complies with the most current Customer Service Provider (CSP) standards adopted by the Customer Operations Performance Center, Inc. (COPC, Inc.) Careington shall not conduct outbound telemarketing to Customers, unless approved in advance by Client. In addition, Careington shall provide Client with copies of the results of any Customer satisfaction surveys performed by or on behalf of Careington.

(g) Customer Billing. Careington shall perform all billing, whether through preauthorized checking account withdrawals, credit card or other means. Careington shall accept payments from Customers in the form of personal check, money order, credit/debit cards and preauthorized checking account withdrawals. The parties shall mutually agree on cancellation procedures to be followed in the event of non-payment of monies due.

(h) Financial Reporting. Careington shall prepare and maintain, on a current basis, in accordance with GAAP consistently applied, accurate and complete financial books and records and accounts of all transactions related to the Program, including such information as

may be necessary to verify payments made or required to be made by Careington to Client under this Agreement.

(i) **Right to Audit.** Careington hereby grants to Client or its authorized representatives the right to review the books and records of Careington relating to the Program. Such inspections and audits may include, but shall not be limited to, a review of the payments made or required to be made by Careington to Client under this Agreement, sales experience and customer service. Client may exercise such right of audit during normal business hours and upon reasonable notice to Careington. Careington shall cooperate with Client's auditor in the performance of any audit. Client shall be responsible for the cost of the audit unless the audit reveals a discrepancy of more than five percent (5%) in the amount of fees owing to Careington, in which case Careington shall be responsible for the cost of such audit.

5. **Marketing Fee.** As compensation for Client's marketing responsibilities, Careington shall pay Client a percentage of gross revenue collected based on the number of Customers as set forth on Schedule 2 from all Customers in the Benefits Plan (the "**Initial Marketing Fee**"). Careington shall pay Client monthly, based on the number of Customers as of the last day of the month, as set forth on Schedule 2. Such monthly payment shall be made on or before the twentieth (20th) day of the following month such fees are collected. For purposes of this Agreement, "gross revenues" shall mean Careington's gross revenues collected under the program, less any charge backs, refunds or adjustments.

6. **Mutual Representations and Warranties.** Each party hereby represents and warrants to the others as follows as of the date hereof (or for a Member County, on the date of the Acknowledgment).

(a) **Organization and Standing.** It is duly organized, validly existing and in good standing under the laws of its state of organization or incorporation and has the power and authority to own, lease and operate its assets and to carry on its business as it is now being conducted.

(b) **Authorization.** It has the full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly and validly authorized and approved by all requisite action and no other acts or proceedings on its part, including approvals, consents or authorizations by any of its stakeholders, are necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby. This Agreement constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and the obligations of debtors generally and by general principles of equity, regardless of whether considered in a proceeding at law or in equity.

(c) **Consents and Approvals.** No consent, approval, non-disapproval, authorization, ruling, order of, notice to or registration with, any governmental or regulatory authority or any person, partnership, corporation, firm, trust or other entity is required on its part in connection

with the execution and delivery of this Agreement or its consummation of the transactions contemplated hereby.

(d) Actions Pending. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against it or any of its properties or rights, by or before any court, arbitrator or administrative or governmental body, which action, suit, investigation or proceeding could reasonably be expected to impair its ability to perform its obligations under this Agreement.

(e) No Conflict or Violation. Its execution, delivery and performance of this Agreement and its consummation of the transactions contemplated hereby in accordance with the respective terms and conditions hereof do not and will not (i) violate any provision of its articles of incorporation, bylaws or other charter or organizational document, (ii) violate, conflict with or result in the breach of any of the terms of, result in any modification of, accelerate or permit the acceleration of the performance required by, otherwise give any other contracting party the right to terminate, or constitute (with notice or lapse of time, or both) a default under, any contract or other agreement to which it is party or by or to which it or any of its assets or properties may be bound or subject, (iii) violate any order judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental or regulatory body, foreign or domestic, binding upon it, or upon its assets, operations or business, (iv) violate any applicable Law that relates to it or to its assets, operations or business, which violation might impair its ability to perform its obligations under this Agreement, (v) result in the creation of any lien, charge or encumbrance on any of its assets or properties which assets or properties relate to its ability to perform its obligations under this Agreement; which in any of the cases referred to in the preceding clauses (i) through (v) would materially adversely affect its ability to perform its obligations under this Agreement.

(f) Financial Condition. It is not insolvent, has not filed or had filed against it a petition in bankruptcy, has not made an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs and has not incurred any obligations, contingent or otherwise, which would cause it to become insolvent.

7. Confidentiality.

(a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure from the other of certain proprietary and confidential information, including, but not limited to, financial records, technological developments, marketing strategies, Member County lists, Customer lists, Participating Provider lists, employee lists, and other information considered by the disclosing party to be confidential and proprietary (herein collectively referred to as "Confidential Information"). For purposes of this Section 9, the financial terms of this Agreement are Confidential Information of each party. Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either party, (ii) information which is or becomes known publicly through no fault of either party or, (iii) information already known by either party prior to disclosure from the other party, as shown by the receiving party's records.

(b) Each party shall receive Confidential Information in confidence, shall use it solely for the purpose of and as necessary to fulfill its obligations under this Agreement and shall not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party shall take appropriate measures to prevent its agents, employees and officers and directors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement.

(c) All documents supplied to one party (the "Disclosing Party") to the other (the "Recipient Party"), if any, pursuant to the provisions of this Agreement, including all copies or reproductions thereof, shall be returned to the Disclosing Party at the Disclosing Party's request. Both parties agree that none of the documents provided by a Disclosing Party will be reproduced except for the sole purpose of performing its analysis. Both parties agree that upon completion of its analysis, all copies of material containing Confidential Information will be returned to the Disclosing Party, except as otherwise agreed between both parties in writing.

(d) In the event that the Recipient Party or anyone to whom the Recipient Party transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, the Recipient Party shall provide the Disclosing Party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy. The Recipient Party shall cooperate with the Disclosing Party in its efforts to obtain such remedies, but the Recipient Party shall not be required to undertake litigation or legal proceedings in its name. In the event that the Recipient Party is legally obligated to disclose any Confidential Information, the Recipient Party shall furnish only the portion of the Confidential Information which is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.

8. Non-Solicitation; Non-Circumvention; Non-Compete

(a) During the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, Client shall not, directly or indirectly, through or on behalf of itself or any other entity or individual, solicit, or attempt to solicit, any Participating Provider to provide goods or services to any Customer or to contract with or join any panel or network. Notwithstanding the foregoing, this provision shall not prohibit the Client or the Member Counties from entering into a Program with another provider of dental discount program services at anytime following termination of this Agreement.

(b) During the term of this Agreement, neither Client nor any of its Marketing Representatives shall, either directly or indirectly attempt in any manner to commercially circumvent, avoid, bypass, Careington in any transaction with any of Careington's Benefit Providers in an effort to avoid the payment of, or decrease the amount of, fees or other compensation which would have otherwise been payable to Careington had Client or the Marketing Representative included Careington in the transaction, unless Client or the Marketing Representative first obtains Careington's prior written consent (which such consent may be given or withheld at Careington's sole discretion). Notwithstanding the foregoing, this provision shall not prohibit the Client or the Member Counties from entering into a Program with another provider of dental discount program services at anytime following termination of this Agreement.

(c) At no time shall Client contract with, or attempt to contract with, any third party to provide such third party any or all of the services or benefits provided in the Benefits Plan on a wholesale basis for resale by such third party on a retail basis to any consumer or on a wholesale basis to another marketer or provider of such services or benefits.

(d) During the term of this Agreement, Careington shall not market or administer a discount dental benefits program for any of the following organizations directly to their respective members: International City/County Management Association, the National League of Cities and the United States Conference of Mayors.

(e) During the term of this Agreement, other than pursuant to this Agreement, Careington shall not directly or indirectly market or administer a discount dental benefits program for any county in the United States, that is a member of Client..

(f) The provisions of this Section 8 shall survive termination of this Agreement.

9. **Independent Relationship.** No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between Client and the Member Counties, on one hand, and Careington, on the other hand, other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties hereto are not and shall not be deemed for any purpose to be agents, joint venturers or partners. Neither party is authorized to act as agent for the other, to take any action or make any representation in the name of the other, or to represent that it has the power or authority to do so. Neither of the parties to this Agreement nor any of their respective officers, directors, or employees shall hold themselves out as the employee, partner, officer, director or agent of the other party and shall not be deemed or construed to be an employee, partner, officer, director or agent of the other party. Neither Careington and the Member Counties nor Client is authorized to represent the other for any purpose whatsoever without the prior written agreement of that party.

10. **Subcontractors.** Careington may not subcontract the Program or the Participating Provider network to any third party without the prior written consent of Client.

11. **Term.**

(a) This Agreement shall be effective as of the day and year first written above and shall continue for a term of eighteen (18) months (the "Term"), unless sooner terminated pursuant to the terms stated below.

(b) Client may terminate this Agreement upon thirty (30) days prior written notice if the size of the network of Participating Providers maintained by Careington and its Benefit Providers fall below 60,000.

(c) Either Client or Careington may terminate this Agreement upon ninety days (90) days prior written notice to the other for any reason.

(d) Either Client or Careington may terminate this Agreement upon thirty (30) days prior written notice to the other in the event of a material breach of this Agreement that remains

uncured thirty (30) days after such notice. If either Client or Careington repeats a material breach, the agreement may be terminated immediately.

(e) Either Client or Careington may terminate this Agreement at any time without advance written notice upon the occurrence of a bankruptcy event. A bankruptcy event occurs if:

(i) the other suspends or goes out of business, substantially reduces business operations, becomes insolvent or unable to meet its debts as they mature, calls a meeting of its creditors, sends notice of a proposed bulk sale of all or a substantial part become due, sells all or substantially all of its business, makes any general assignment for the benefit of its creditors, or initiates a voluntary bankruptcy proceeding; or

(ii) any petition is filed by the other party initiating a bankruptcy, reorganization, or other proceeding under any provision of the U.S. Bankruptcy Code or similar law or such a proceeding is filed against such party and is not removed or discharged within sixty (60) days after the filing thereof, or

(iii) a receiver or trustee is appointed for the other or for any or all of its property.

(f) Client may terminate this Agreement upon thirty (90) days prior written notice to Careington in the event that a single non-affiliated party, or a single group of non-affiliated parties, either directly or indirectly, acquires control of Careington. For purposes of this Agreement, the term "control" shall mean either the beneficial ownership by a single non-affiliated party, or a single group of non-affiliated parties, of more than 50% of the voting securities, on a fully-diluted basis, of Careington;

(g) Either Client or Careington may terminate this Agreement at any time without advance written notice upon the occurrence of a termination of the License Agreement.

(h) In the event that Careington terminated this agreement pursuant to clause (d) above, Careington may continue to service existing Customers, and, for a period of one year following the date of termination of this Agreement, Client shall not directly target Customers to enroll in a similar Benefits Plan. All Marketing Fees payable to Client shall be discontinued upon termination of the Agreement.

12. Advertising Reference; Tradenames. No advertising, promotional, or other materials using the name, address, telephone number, description, facilities and/or services of Careington or Client shall be released without either Careington or Client's prior written consent, as applicable. Subject to the terms of the License Agreement, neither party hereto obtains by virtue of this Agreement any rights in nor shall it use any trademark, service mark, logo, or other proprietary designation or intellectual property of any type in which the other party or any of its affiliates has an ownership or licensee interest.

13. INDEMNITY.

(a) EACH PARTY SHALL AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE OTHER PARTIES AND THEIR RESPECTIVE AFFILIATES AND EACH

OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS OF EVERY KIND AND NATURE ASSERTED BY A THIRD PARTY, WHETHER GROUNDLESS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, JUDGMENTS, CONTROVERSIES, LOSSES, DAMAGES, COSTS, LIENS, CHARGES, COURT COSTS, REASONABLE ATTORNEY'S FEES, PAYMENTS, PENALTIES, LIABILITIES AND EXPENSES, OCCASIONED BY, RESULTING FROM, ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY (I) CLAIMS THAT SUCH PARTY HAS BREACHED, COMMITTED GROSS NEGLIGENCE OR ENGAGED IN WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT AND (II) CLAIMS FOR PERSONAL INJURIES, DEATH OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY DIRECTLY AND PROXIMATELY CAUSED BY ACTS AND OMISSIONS OF SUCH PARTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEPT IN EACH OF THE CASES REFERRED TO IN PRECEDING CLAUSES (I) AND (II) TO THE EXTENT THAT LIABILITY THEREFOR IS CAUSED BY (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE OTHER PARTIES, (B) THE ACTION OR INACTION OF SUCH PARTY TAKEN AT THE DIRECTION OF ANY OF THE OTHER PARTIES.

(b) EACH PARTY SHALL NOTIFY THE OTHER PARTIES OF ANY CLAIM, DEMAND, SUIT OR THREAT OF SUIT FOR WHICH IT INTENDS TO SEEK INDEMNIFICATION UNDER THIS SECTION PROMPTLY UPON RECEIPT OF NOTICE OF ANY SUCH CLAIM, DEMAND, SUIT OR THREAT OF SUIT. NO PARTY WILL SETTLE AN INDEMNIFIED CLAIM WITHOUT THE CONSENT OF THE INDEMNIFIED PARTY OR PARTIES, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED.

(c) THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. **Insurance.** Client and Careington shall maintain and provide proof, upon request, to the other of such insurance policies or program of self-insurance as are reasonable to insure itself and the other from any and all claims resulting from any action taken or failure to act by the insured party or its employees or agents pursuant to this Agreement. Each of Client or Careington shall provide the other with a copy of its insurance certificates by the effective date of this Agreement, and shall notify the other immediately if any such policies lapse or are terminated or if any coverage amount is reduced

15. **Limitation on Damages.** No party nor any of its affiliates shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits, arising out of or related to this Agreement, its performance hereunder or its breach of a covenant or representation made hereunder, even if it is advised of the possibility of any such damages.

16. **Notices.** Any notice to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered upon personal delivery against written receipt, delivered by air courier against written receipt, transmitted by facsimile against written receipt or

when mailed by certified mail with return receipt requested and postage prepaid. Facsimiles shall be sent to such party's facsimile number set forth on the signature page of this Agreement (or for a Member County, the Member County Acknowledgement), which number for notice may be changed by either party by written notice under this Agreement. The mailing address for air courier and certified mail shall be such party's address set forth on the signature page of this Agreement (or for a Member County, the Member County Acknowledgement), which address for notice may be changed by either party by written notice under this Agreement.

17. **Amendments.** Except as otherwise provided in this Agreement, no amendment shall become effective unless and until it is reduced to writing and signed by Careington and Client.

18. **No Third Party Beneficiaries.** This Agreement is entered into by and between Careington, Client, and, upon execution of a Member County Acknowledgement, certain Member Counties, and for their sole benefit. There is no intent by any party to create or establish third party beneficiary status or rights or their equivalent in any Customer, Participating Provider, Benefit Provider or other party which may be affected by the operation of this Agreement.

19. **Nonassignability.** No party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other parties; provided however, that no such consent shall be required in the event of an assignment to a parent or wholly-owned subsidiary of Careington; provided that no assignment or delegation of rights or duties under this Agreement shall have the effect of relieving the assignor of any obligation or liability under this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and assigns. Any attempted assignment in violation of this Section 19 shall be of no force or effect.

20. **Force Majeure.** No party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any Act of God, any governmental requirement, war, insurrection, the elements, strikes or labor disputes, or other cause beyond the control of such party. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other parties of the nature and extent of any such condition referred to in the preceding paragraph, and (ii) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

21. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Texas.


22. **Severance of Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part hereof and the remaining provisions shall remain in force and effect, unaffected by such severance.

23. **Waiver.** The waiver by any party of any breach of any provision, warranty, or representation set forth in this Agreement shall not be construed as a waiver of any subsequent breach. Further, failure to exercise any right hereunder shall not operate as a waiver of such right and all rights and remedies provided for herein are cumulative.

24. **Counterparts.** This Agreement may be executed in separate identical counterparts, each of which when taken together shall constitute one and the same instrument.

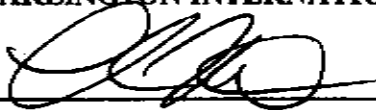
IN WITNESS WHEREOF, undersigned have executed this agreement as of the date first written above.

NATIONAL ASSOCIATION OF COUNTIES

By: 
Name: Larry E. Nadeau
Title: Exec. Dir.
Date: 4-06-2010

Address for Notice: 25 Massachusetts Avenue, N.W.
Suite 500
Washington, DC 20001
Facsimile: 202-393-2630

CAREINGTON INTERNATIONAL CORPORATION

By: 
Name: Charles R. Misasi
Title: Senior Vice President
Date: 4/2/10

Address for Notice: 7400 Gaylord Parkway
3rd Floor
Frisco, TX 75034
Facsimile: 972-335-3959, Ext. 2900

SCHEDULE 1

Summary of Benefits Plan

Careington Dental POS Maximum Access

or

Actna Dental Access Network

Selectable by Member County

SCHEDULE 2

Benefits Plan Pricing

Membership Plan Pricing:

Annual Pricing: \$59 Single/\$69 Family

Monthly Rates Available: \$6.95 Single/\$8.95 Family

Waive initial non-refundable \$20 processing fee

Initial Marketing Fee:

0-30,000 Customers: 9% of Careington gross revenue collected under the Program

30,000 to 60,000 Customers: 11.5% of Careington gross revenue collected under the Program

60,000+ Customers: 14% of Careington gross revenue collected under the Program

Implementation of Marketing Materials:

(Provided at Careington's cost)

Implementation, System Set-Up, Compliance

Ad design, Client program website, lead kit and fulfillment creation (Client co-brand):

Design/layout/copywriting of Materials:

- Email
- Take-One's
- Newsletter Articles
- Careington initial and periodic Press Releases

Production of Materials (Client and Member County Co-brand)*:

Posters:

12 x 18, Lightweight Poster Stock (4/0), **Digital** Not offset

Brochures with Applications:

8 ½ x 11, 20# white bond, B&W two sided, tri-fold brochures

1,000 - \$150

2,000 - \$220

5,000 - \$320

10,000 - \$480

*For purposes of this Agreement, "co-brand" means inclusion of the Client's name and logo and the Member County's name (but not logo).

At its own Cost, Careington also shall provide each Member County with brochures in an amount equal to 1% of the Member County's population (or such smaller amount requested by the Member County) with a cap of 5,000 per Member County and the following (depending on the population of the Member County):

| | |
|------------|---|
| Population | 0 to 150,000 - 10 Brochure Holders (also known as "take ones") & 10 Posters |
| | 150,000 to 400,000 - 25 Brochure Holders and 25 Posters |

SCHEDULE 2

400,000+ - 50 Brochure Holders and 50 Posters

Careington shall make all or a portion of such materials available in Spanish at the request of a Member County.

On an annual basis, at the request of each Member County, Careington shall, at its own cost, provide each Member County with replacement brochures in reasonable amounts requested by the Member County; provided that Careington shall not bear the costs of providing such materials if the Member County's sales rate in the prior calendar year was less than 1% of the number of brochures distributed to such County in its previous brochure shipment. In the event a Member County orders materials in excess of the amounts provided above, such Member County will bear the full cost of such materials at the pricing below or in effect at the time of the order:

Additional Brochures:

1,000 - \$150

2,000 - \$220

5,000 - \$320

10,000 - \$480

Additional Posters: \$1.00 each

Reprints exclude shipping costs

SCHEDULE 3

Benefits Plan Retail Fees

Rates are monthly unless otherwise noted.

| | | | | | | |
|---|--------------------|--------|--------|--------|-----|------------|
| | | | | | | |
| A | Annual— Dental | \$59 | \$69 | \$69 | \$0 | Careington |
| B | Monthly— Dental | \$6.95 | \$8.95 | \$8.95 | \$0 | Careington |
| C | | | | | | |
| D | | | | | | |
| E | | | | | | |
| F | | | | | | |
| G | | | | | | |
| H | | | | | | |
| I | | | | | | |
| J | | | | | | |

***\$20 non-refundable fee, waived for residents of participating Member Counties**

Is this a private label? No

If yes, under what name? _____

**SCHEDULE 4
DENTAL DISCOUNT PROGRAM ACKNOWLEDGMENT**

THIS DENTAL DISCOUNT PROGRAM ACKNOWLEDGMENT (this "Acknowledgment") is made this 23 day of MAY, 2010 by and among NATIONAL ASSOCIATION OF COUNTIES, a [JURISDICTION AND TYPE OF ENTITY] (herein referred to as "Client"), CAREINGTON CORPORATION, a Texas corporation (herein referred to as "Careington"), and, SEBEC COUNTY ("Member County"). Reference is made to the Dental Discount Program Agreement dated as of 05/20, 2010 (the "Agreement") among Client, Careington and, pursuant to this Acknowledgment, Member County whereby Client has engaged Careington to provide services related to a dental discount program for Client, its member Counties and residents of Member Counties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

Member County does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as a Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party to the Agreement.

Member County will recommend the Program to its residents and will support the Program by distributing Marketing Materials provided by Client. The form of distribution of the Marketing Materials shall be determined between the Client and the Member County and, at a minimum, shall include prominent placement of Marketing Materials in appropriate Member County office locations. Member County shall not be permitted to make any modifications to Marketing Materials or to develop its own Marketing Materials without the express written permission of the Client and Careington.

Member County acknowledges and agrees that Client and Careington may amend all or any portion of the Agreement, and Member County hereby agrees to be bound by any such amendment. If such amendment is adverse to Member County or its resident Customers (as defined in the Agreement), Member County may, within ninety (90) days of receiving such notice from Client, terminate its participation in the Agreement and this Acknowledgement by giving prior written notice to Customer and Careington. In any event, Member County may, after providing ninety (90) days prior written notice, terminate its participation in the Agreement and this Acknowledgment. Upon Member County's termination of its participation in the Agreement and this Acknowledgment, Member County shall immediately cease the distribution of any Marketing Materials and shall return all Marketing Materials to Client.

Notices required to be provided hereunder shall be provided in accordance with Section 16 of the Agreement.

Client and Careington, by their signatures below, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement and this Acknowledgement. By signing this Acknowledgement, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: [Signature]
Title: [Signature]
Date: 5-1-10

CAREINGTON INTERNATIONAL CORPORATION

By: CHUCK MIRSAL [Signature]
Title: SENIOR VICE PRESIDENT
Date: 6/15/10

MEMBER COUNTY:

[Signature]
(County Name)
By: Harl Peterjohn
Title: Chairman
Date: 5/12/2010

Address: _____

Facsimile: _____