

SPECIAL MEETING OF CITY COUNCIL

TO: THE HONORABLE PRESIDENT AND MEMBERS OF MASSILLON CITY COUNCIL

Ladies and Gentlemen:

A Special Meeting of the City Council of the City of Massillon, Ohio, is hereby called. This meeting shall be held in Massillon City Council Chambers at City Hall on Tuesday

December 27, 2005, at 5:15 P.M. for the purpose of: 1. Pledge of Allegiance.

2. Roll Call. 3. First Reading and possible passage of Ordinance No. 156 - 2005.

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the renewal contract with Hometown Hospital Health Plan for health insurance coverage for City employees, and declaring an emergency.

(You will receive a copy of the Ordinance before the meeting) 4. Adjourn.

On this 23rd Day of December 2005

CC: MAYOR
DIRECTOR OF SERVICE & SAFETY
LAW DIRECTOR
AUDITOR
CITY ENGINEER
PLANNING DEPARTMENT

James Hinchell, Jr.

Section 731.46 Revised Code

Steve Horvath

"The Council of a municipal corporation shall not be required to hold more than one regular meeting in each week; and the meetings may be held at such time and place as may be prescribed by ordinance and shall at all times be open to the public; and the Mayor or any three members may call special meetings upon at least twelve hours notice to each member, served personally or left at his usual place of residence."

DATE: DECEMBER 27, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 156 - 2005

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio to enter into the renewal contract with Hometown Hospital Health Plan for health insurance coverage for City employees, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary and in the public health, safety and welfare to renew the contract with Hometown Hospital Health Plan for health insurance coverage for City employees. The terms and conditions of the renewed contracts will be as contained on the two exhibits attached hereto as exhibits "A" and "B".

Section 2:

The Director of Public Service and Safety of the City of Massillon is hereby authorized to enter into the renewal contract with Hometown Hospital Health Plan for health insurance coverage for City employees for the 2006 calendar year pursuant to the terms on exhibits "A" and "B".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to enter into the renewal contract with Hometown Hospital Health Plan for health insurance coverage for City employees in order to avoid any premium increase in the cost. Provided it receives the affirmative vote of two-thirds of the elected members 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 IN COUNCIL THIS 27th DAY OF December 2005

APPROVED: Mary Beth Bailey Glenn Gamber
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: December 28, 2005 Francis H. Cicchinelli, Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance
is a true copy of the original, as passed by
the Council of the City of Massillon, Ohio,
and approved as noted thereon:

Mary Beth Bailey
Clerk of Council

Date 12/27/05



Large Group (51+ Eligible Lives) Master Group Policy

BY AND BETWEEN

HomeTown Insurance Group, Inc. ("HomeTown"), an Ohio legal reserve life insurance company,


AND

City of Massillon

This Master Group Policy is made between the above named parties. HomeTown agrees to provide group health insurance to eligible members of the above named group subject to the conditions and exclusions contained in this Master Group Policy, Declarations Page, the Employer Master Application, the Employee Application, the health questionnaire, the Certificate of Insurance, the Schedule of Benefits (collectively the "Agreement") and any amendments to any of these documents. HomeTown's agreement to provide group health insurance is subject to approval by HomeTown of the Employer Master Application and to the payment of premiums when due.

This Master Group Policy has been executed on December 14, 2005. It shall become effective on January 1, 2006.

BY: _____


(HomeTown Insurance Group, Inc., President)

BY: _____

(Authorized Office of Group)

Date: _____

DECLARATIONS PAGE

GENERAL INFORMATION

Group Name: City of Massillon

Group Number: 0224150103

Address: One Duncan Plaza
Massillon OH 44646

Divisions: All

Phone Number: (330) 830-1706

Plan Type: PPO

Medical: PPO 90/10

Effective Date: January 1, 2006

Prescription Rider: \$8/15/15

Renewal Date: 1/1/2007

Mail Order: \$8/15/15

Annual Maximum: Unlimited

Vision Rider: NA

Ancillary Rider(s): NA

RATES

Subscriber Rate: \$311.52

Family Rate: \$846.50

Initial Subscription Rates due on January 1, 2006 for the period from January 1, 2006 to January 31, 2006. Thereafter, Subscription Rates are due on the 1st of each month.

AGREEMENT

This Agreement may be amended from time to time by mutual consent of both parties. Any Amendment to this Agreement must be in writing and must be executed by an officer of HomeTown. HomeTown will not be responsible for, nor bound by, the acts or omissions of any individual who is not the agent of HomeTown.

PREMIUM RATES

HomeTown may revise the Premium Rates after the first anniversary of the effective date of this Master Group Policy, subject to required approvals by governmental agencies. Any revision of the Premium Rates shall apply to all Insured on the effective date of the revision, whether or not the Premium Rate is paid in advance. HomeTown shall give at least 30 days prior written notice of any Premium Rate revision. Notice shall be considered given when mailed to the Employer at the address then in records of HomeTown.

Conditions of Limitation and Provisions

Acts of Agent: HomeTown shall not be responsible for the acts or defalcations of the Policy Holder's Agent, who is not the agent of HomeTown for any purpose. No benefits shall be furnished under any Master Group Policy where payment of the prescribed Policy Rate has not been received by HomeTown.

Benefits Personal: The benefits of the Master Group Policy are personal and may not be assigned. Any attempted assignment shall render the Master Group Policy void.

Entire Policy: This Policy constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject matter hereof. The invalidity or unenforceability of any particular provision of the Policy shall not affect the other provisions hereof, and the Policy shall be construed in all respects as if such invalid or enforceable provision were omitted.

Governing Law: This Policy shall be construed and enforced under and in accordance with the laws of the State of Ohio.

No Third Party Rights: Except as specifically provided elsewhere in the Policy, nothing in this Policy shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

TERMINATION

At the Option of the Parties:

- A. The Master Group Policy may be terminated either by the subscriber or by HomeTown upon the giving of at least 30 days' written notice to the other party.
- B. If a Master Group Policy is terminated at the option of either party, HomeTown shall refund to the Policy Holder's Agent the amount of any prepaid Policy rates held by HomeTown for time periods that have not yet occurred. Such payment shall constitute a full and final discharge of all obligations of HomeTown under this Master Group Policy.

By Default of Payment of Policy Rate:

- A. The Group or its designated agent shall remit to HomeTown on behalf of each subscriber and his/her dependent(s)/member(s) on the first business day of each month the Policy Rate. A grace period of **ten days** shall be granted for the payment of each premium.

Only members for whom the stipulated payment is actually received by HomeTown shall be entitled to hospital and medical services covered hereunder and then only for the period for which such payment has been received. If any required payment has not been received by the time specified above, all rights of the member under this Agreement shall terminate and may be reinstated only by the approval of HomeTown.

If the appropriate Policy Rate is not received by HomeTown within 10 days after payment is due, the Master Group Policy shall terminate as of the end of the period for

which payment of the Policy Rate has been received. In the event of such termination, benefits will be available only until the end of that period.

- B. Prior to such termination in the event of Group coverage, HomeTown shall provide to the Policy Holders' Agent notice of the time of such termination and a notice form in sufficient numbers for distribution to all Insured under the Policy indicating what rights, if any, are available to them upon termination. The provisions of the subparagraph (B) shall not apply in the event that the coverage of the Group is immediately replaced by another plan providing coverage similar to that provided by this Policy.

TERMINATION DUE TO UNAVAILABILITY OF PROVIDERS

Notwithstanding anything to the contrary contained above, if HomeTown ceases to exist, or becomes unable to provide the benefits herein set forth or does not have available to it appropriate Providers of Services to furnish said benefits, the Policy will terminate 30 days from notice of such condition to the Insured by HomeTown. General notice shall be considered to have been given when mailed the Policy Holders' Agent at the address on the records of HomeTown. An offer to the Insured to obtain coverage under a plan similar to the type for which he is then eligible shall accompany notice of termination. During the 30-day period after notice of termination of this Policy, HomeTown shall be liable for payment of all services covered by this Policy provided to the Insured.

DEFINITIONS

Contract Year: The period of one year following the effective date of any Master Group Policy and each yearly period thereafter during the life of this Policy.

Insured: The individuals and any dependents eligible for coverage.

Provider: Physicians, Hospitals, and any person providing health or medical services.

Policy Holder's Agent: The representative of and remitting agency for the Insured in a group. The representative who collects and remits to HomeTown monthly payments payable by or on behalf of the Insured.

B

HomeTown HEALTH PLAN

LARGE GROUP (51+ ELIGIBLE LIVES) GROUP SUBSCRIPTION AGREEMENT

BY AND BETWEEN


HomeTown Health Plan ("HomeTown"), an Ohio non-profit corporation

AND

City Of Massillon

This Group Subscription Agreement ("Subscription Agreement") is made between the above named parties. HomeTown agrees to provide group health coverage to eligible members of the above named group subject to the conditions and exclusions contained in this Subscription Agreement, Declarations Page, the Employer Master Application, the Employee Application, the health questionnaire, the Certificate of Coverage, the Schedule of Benefits (collectively the "Agreement") and any amendments to any of these documents. HomeTown's agreement to provide group health coverage is subject to approval by HomeTown of the Employer Master Application and to the payment of premiums when due.

This Subscription Agreement has been executed on December 14, 2005. It shall become effective on January 1, 2006.

BY: 
(HomeTown Health Plan President)

BY: _____ Date: _____
(Signature of Subscriber)

DECLARATIONS PAGE

GENERAL INFORMATION

Group Name:	City Of Massillon	Group Number:	0201100025
Address:	One James Duncan Plaza Massillon, OH 44646	Divisions:	All
Phone Number:	(330) 830-1706	Plan Type:	HMO
Effective Date:	January 1, 2006	Medical:	Standard
Renewal Date:	January 1, 2007	Prescription Rider:	\$8/15/15
		Mail Order:	\$8/15/15
		Annual Maximum:	Unlimited
		Vision Rider:	NA
		Ancillary Rider(s):	NA

RATES

Subscriber Rate: \$263.81
Family Rate: \$714.89

Initial Subscription Rates due on January 1, 2006 for the period from January 1, 2006 to January 31, 2006. Thereafter, Subscription Rates are due on the 1st of each month.

AGREEMENT

This Agreement may be amended from time to time by mutual consent of both parties. Any Amendment to this Agreement must be in writing and must be executed by an officer of HomeTown. HomeTown will not be responsible for, nor bound by, the acts or omissions of any individual who is not the agent of HomeTown.

SUBSCRIPTION RATES

HomeTown may revise the Subscription Rates after the first anniversary of the effective date of this Subscription Agreement, subject to required approvals by governmental agencies. Any revision of the Subscription Rates shall apply to all Members on the effective date of the revision, whether or not the Subscription Rate is paid in advance. HomeTown shall give at least 30 days prior written notice of any Subscription Rate revision. Notice shall be considered given when mailed to the Employer at the address then in records of HomeTown.

CONDITIONS OF LIMITATION AND PROVISIONS

Acts of Agent: HomeTown shall not be responsible for the acts or defalcations of the Subscriber's Agent, who is not the agent of HomeTown for any purpose. No benefits shall be furnished under any

Subscription Agreement where payment of the prescribed Subscription Rate has not been received by HomeTown.

Benefits Personal: The benefits of the Subscription Agreement are personal and may not be assigned. Any attempted assignment shall render the Subscription Agreement void.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject matter hereof. The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.

Governing Law: The Agreement shall be construed and enforced under and in accordance with the laws of the State of Ohio.

No Third Party Rights: Except as specifically provided elsewhere in this Agreement, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

No Health Screening: Notwithstanding any other provision of the Agreement, no Enrollees shall be denied coverage under this Agreement due to any pre-existing health condition. The only exception being a person applying for "Senior Plan" will not be accepted if they have end stage renal disease or are receiving Medicare Hospice benefits at the time of enrollment.

TERMINATION

At the Option of Both Parties:

- A. The Subscription Agreement may be terminated either by the subscriber or by HomeTown upon the giving of at least 30 days' written notice to the other party.
- B. If the Subscription Agreement is terminated at the options of either party, HomeTown shall refund to the Subscriber's Agent the amount of any prepaid Subscription rates held by HomeTown for time periods that have not yet occurred. Such payment shall constitute a full and final discharge of all obligations of HomeTown under this Subscription Agreement.

By Default of Payment of Policy Rate:

- A. The Group or its designated agent shall remit to HomeTown on behalf of each subscriber and his/her dependent(s)/member(s) on the first business day of each month the Subscription Rate. A grace period of **ten days** shall be granted for the payment of each premium.

Only members for whom the stipulated payment is actually received by HomeTown shall be entitled to hospital and medical services covered hereunder and then only for the period for which such payment has been received. If any required payment has not been received by the time specified above, all rights of the member under this Agreement shall terminate and may be reinstated only by the approval of HomeTown.

If the appropriate Subscription Rate is not received by HomeTown within 10 days after payment is due, the Subscription Agreement shall terminate as of the end of the period for which payment

of the Subscription Rate has been received. In the event of such termination, benefits will be available only until the end of that period.

- B. Prior to such termination in the event of Group coverage, HomeTown shall provide to the Subscriber's Agent notice of the time of such termination and a notice form in sufficient numbers for distribution to all Group Subscriber's indicating what rights, if any, are available to them upon termination. Similar notice shall be simultaneously furnished by HomeTown to the Ohio Commissioner of Insurance. The provisions of the subparagraph (B) shall not apply in the event that the coverage of the Group is immediately replaced by another plan providing coverage similar to that provided by this Agreement.

TERMINATION DUE TO UNAVAILABILITY OF PROVIDERS

Notwithstanding anything to the contrary contained above, if HomeTown ceases to exist, or becomes unable to provide the benefits herein set forth or does not have available to it appropriate Providers of Services to furnish said benefits, the Agreement will terminate 30 days from notice of such condition to the Enrollees by HomeTown. General notice shall be considered to have been given when mailed the Subscriber's Agent at the address on the records of HomeTown. An offer to the Enrollee to obtain coverage under a plan similar to the type for which he is then eligible shall accompany notice of termination. During the 30-day period after notice of termination of this Agreement, HomeTown shall be liable for payment of all services covered by this Agreement to Enrollees.

DEFINITIONS

Contract Year: The period of one year following the effective date of any Subscription Agreement and each yearly period thereafter during the life of this Agreement.

Enrollee: Any Subscribers or dependents.

Provider: Physicians, Hospitals, Skilled Nursing Facilities, Home Health Agencies, Pharmacies or other person or entity providing health or medical services with whom HomeTown contracts.

Subscriber: An individual employed by the Group who is covered by this Agreement and on whose behalf monthly payments are being paid.

Subscriber's Agent: The representative of and remitting agency for the Enrollees in a group. The representative who collects and remits to HomeTown monthly payments payable by or on behalf of Enrollees.