

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 5, 2025

Presenter's Name and Title: Angelita Delrish, Deputy Director of Human Resources

Prepared By: Angelita Delrish, Deputy Director of Human Resources

Temp. Reso. Number: R8537

Item Description: Temp. Reso. #R8537 APPROVING THE SECOND ONE-YEAR RENEWAL AND PREMIUM RATES FOR DENTAL INSURANCE WITH DELTA DENTAL INSURANCE COMPANY IN AN AMOUNT NOT-TO-EXCEED \$710,690 FOR CITY EMPLOYEES AND DEPENDENTS FOR CALENDAR YEAR 2026; APPROVING THE SECOND ONE-YEAR RENEWAL AND PREMIUM RATES FOR VISION INSURANCE WITH HUMANA IN AN AMOUNT NOT-TO-EXCEED \$120,587 FOR CITY EMPLOYEES AND DEPENDENTS FOR CALENDAR YEAR 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CONTRACT DOCUMENTS, *(Human Resources Deputy Director Angelita Delrish)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$710,690 is available in Human Resources GL Account 501 Health Fund to cover dental premiums. The premiums for the Vision Insurance are 100% paid by employees and are processed out of balance sheet account 850-00-000-000-000-202181

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8537
 - Exhibit A: Second One-Year Renewal Agreement with Delta Dental (with 2026 rates)
 - Exhibit B: Second One-Year Renewal Agreement with Humana (with 2026 rates)
- Attachment(s)

- **Attachment 1: Current Agreement with Delta Dental**
- **Attachment 2: Current Agreement with Humana**
- **Attachment 3: Dental and Vision Projected Costs**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kanika Stamp, Chief HR Officer/Director of Human Resources

DATE: October 30, 2025

RE: Temp. Reso. No. 8537 approving the second one-year renewal of the dental and vision insurance agreements with Delta Dental and Humana for calendar year 2026

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8537, approving the second one-year renewal and premium rates for dental insurance with Delta Dental in an amount not-to-exceed \$710,690 for city employees and dependents for calendar year 2026, and for the approval of the second one-year renewal and premium rates for vision insurance with Humana in an amount not-to-exceed \$120,587 for City employees and dependents for calendar year 2026.

ISSUE: Pursuant to Section 2-412 of the City Code, approval of the City Commission is required for expenditures in excess of \$75,000 by a single department from the same vendor in a single fiscal year and for contracts entered into pursuant to City Commission approval and provides for one or more renewals.

BACKGROUND: The City provides dental and vision insurance coverage for its employees, retirees, and their dependents. The City's procurement department conducted several competitive procurement processes to secure contracts with qualified Providers for the different benefits. On September 29, 2021, the City Commission adopted Resolution No. 21-170 and Resolution No. 21-171 and awarded contracts to the current providers, Delta Dental and Humana, for dental and vision insurance, respectively. Both contracts were awarded for an initial term of three years, with three one-year renewal options.

DISCUSSION: The three-year initial term of both contracts expired on December 31, 2024. The dental and vision contracts were renewed for the first one-year renewal term

through December 31, 2025, through the adoption of Resolution No. 25-15 on October 16, 2024.

There will be no increase in rates for the calendar year 2026 for both contracts, and all benefits will remain the same for employees and their dependents. Rates for dental and vision are guaranteed for two years, January 1, 2025, through December 31, 2026.

ANALYSIS: Funding is budgeted in GL Account 501 Health Fund to cover dental premiums, and the vision insurance is a 100% employee-paid benefit.

Temp. Reso. No. 8537

9/17/25

10/28/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE SECOND ONE-YEAR RENEWAL AND PREMIUM RATES FOR DENTAL INSURANCE WITH DELTA DENTAL INSURANCE COMPANY IN AN AMOUNT NOT-TO-EXCEED \$710,690 FOR CITY EMPLOYEES AND THEIR DEPENDENTS FOR CALENDAR YEAR 2026; APPROVING THE SECOND ONE-YEAR RENEWAL AND PREMIUM RATES FOR VISION INSURANCE WITH HUMANA IN AN AMOUNT NOT-TO-EXCEED \$120,587 FOR CITY EMPLOYEES AND THEIR DEPENDENTS FOR CALENDAR YEAR 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CONTRACT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar provides dental and vision insurance coverage for its employees, retirees and their dependents; and

WHEREAS, the City's procurement department conducted several competitive procurement processes to secure contracts with qualified Providers for these benefits; and

WHEREAS, on September 29, 2021, the City Commission adopted Resolution No. 21-170 and Resolution No. 21-171 and awarded contracts to, Delta Dental Insurance Company ("Delta Dental"), for the provision of dental insurance and Humana for the provision of vision insurance, respectively ("the current Providers"); and

WHEREAS, both contracts were awarded to the current Providers for an initial term of three years with the option to renew for three additional one-year terms; and

Reso. No. _____

WHEREAS, the initial three-year term for both contracts expired on December 31, 2024, and the City Commission adopted Resolution No. 25-15 on October 16, 2024 for the first one-year renewal term from January 1, 2025 to December 31, 2025; and

WHEREAS, the City wishes to renew the contracts with the current providers for the second one-year renewal terms for January 1, 2026, through December 31, 2026 ("Calendar Year 2026"); and

WHEREAS, pursuant to Section 2-412 of the City code, approval of the City Commission is required for expenditures by a single department in excess of \$75,000 from the same vendor in a single fiscal year and when a contract is entered into pursuant to City Commission approval and provides for one or more renewals; and

WHEREAS, the Human Resources department negotiated with the current Providers and there will be no change in rates and benefits for Calendar Year 2026; and

WHEREAS, the City Manager recommends approval of the second one-year renewal and premium rates for dental insurance with Delta Dental attached hereto as Exhibit "B," in an amount not-to-exceed \$710,690 for city employees, retirees and dependents for Calendar Year 2026 and approval for the second one-year renewal and premium rates for vision insurance with Humana in an amount not-to-exceed \$120,587 for city employees and dependents for Calendar Year 2026; and

WHEREAS, the City Commission deems it to be in the best interest of the residents and citizens of the City of Miramar to approve the second one-year renewal and premium rates for dental insurance with Delta Dental attached hereto as Exhibit "A," in an amount not-to-exceed \$710,690 for City employees, retirees and dependents for Calendar Year 2026 and approval for the second one-year renewal and premium rates for vision

insurance with Humana in an amount not-to-exceed \$120,587 for city employees and dependents for Calendar Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the second one-year renewal and premium rates for dental insurance with Delta Dental in an amount not-to-exceed \$710,690 for city employees, retirees and dependents for Calendar Year 2026 and approval for the second one-year renewal and premium rates for vision insurance with Humana in an amount not-to-exceed \$120,587 for City employees and their dependents for Calendar Year 2026.

Section 3: That the City Manager is authorized to execute all the contract documents including the agreements attached hereto as Exhibits “A” and “B,” together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution

Section 5: That this resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8537

9/17/25

10/28/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



SECOND RENEWAL AGREEMENT

FOR

EMPLOYEE DENTAL INSURANCE COVERAGE
(Health Maintenance Organization (HMO) and
Preferred Provider Organization (PPO))

This Agreement (the “Second Renewal Agreement”) is entered as of the last day of signature herein, between the City of Miramar (hereinafter “City”) and Delta Dental Insurance Company (hereinafter “Provider”).

RECITALS:

WHEREAS, on September 29, 2021 the City Commission adopted Resolution No. 21-170 and approved the award of Request for Proposals No. 21-04-17 to the Provider for Dental Insurance Coverage (the “services”); and

WHEREAS, the City entered into an agreement for the services with the Provider for an initial term of three year(s) with the option to renew for three additional one-year terms (the “Original Agreement”); and

WHEREAS, the initial term of the Agreement was effective on January 1, 2022 and expired on December 31, 2024; and

WHEREAS, pursuant to City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewals; and

WHEREAS, on October 16, 2024 the City Commission adopted Resolution No. 25-15 and approved the first renewal term effective January 1, 2025 to December 31, 2025; and

WHEREAS, the City wishes to exercise the option to renew the Agreement for the services with the Provider for the second one-year renewal term from January 1, 2026 to December 31, 2026; and

WHEREAS, on _____, 2025, the City Commission adopted Resolution No. _____ and approved the second Renewal Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Second Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Second Renewal Agreement.
2. The Agreement shall be renewed for the second one-year term commencing January 1, 2026 through December 31, 2026 and all rates under the current agreement shall remain the same for this renewal term as shown in Exhibit 1.
3. All covenants, terms, and conditions contained in the Original Agreement and the First Renewal Agreement, shall remain in full force and effect through this second renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

DELTA DENTAL INSURANCE COMPANY

By: _____

Print Name: _____

Title: _____

Date: _____



EXHIBIT 1

August 06, 2025

CITY OF MIRAMAR
2300 Civic Center Place
Miramar, FL 33025

RE: Contract Renewal for CITY OF MIRAMAR
Delta Dental PPO™ Group# 12203
DeltaCare® USA Group# 75689

We appreciate your business and thank you for choosing Delta Dental Insurance Company. Your employees are among the millions nationwide who trust their smiles to Delta Dental.

We are pleased to present you with your dental plan contract renewal information. We are committed to providing you with quality plan designs combined with excellent customer service.

When reviewing your dental plan, we considered cost factors related to your group's dental service utilization and claims experience. We have made every attempt to provide the most competitive renewal possible.

We have calculated your rates based on the employer/employee contribution levels in your contract remaining the same. If the contribution levels and/or enrollment guidelines have changed or will change, please notify us immediately, as such a change may affect your renewal rate.

The following is the renewal information for your Delta Dental PPO™ dental plan:

<i>Effective Date</i>	<i>January 01, 2026</i>	
<i>Contract Term</i>	<i>January 01, 2026 - December 31, 2026</i>	
<i>12203</i>	<i>Current Fee</i>	<i>Renewal Fee</i>
		<i>1/1/2026 - 12/31/2026</i>
<i>Administration Fee (per enrollee per month)</i>	<i>\$2.14</i>	<i>\$2.14</i>

In addition to the PEPM administrative charge, Delta Dental retains a portion of the savings derived from Premier network utilization.

Please see the attached exhibit for prefund details.

Delta Dental Insurance Company
Telephone: 800-521-2651

Delta Dental of California
Telephone: 888-335-8227

Delta Dental Mid-Atlantic Region
Delta Dental of Delaware, Inc.
Delta Dental of the District of Columbia
Delta Dental of New York, Inc.
Delta Dental of Pennsylvania (Maryland)
Delta Dental of West Virginia
Telephone: 800-932-0783

The following is the renewal information for your DeltaCare® USA dental plan:

<i>Effective Date</i>	<i>January 01, 2026</i>	
<i>Contract Term</i>	<i>January 01, 2026 - December 31, 2026</i>	
<i>75689 - Division #00005, 09004</i>	<i>Current Rates</i>	<i>Renewal Rates</i>
		<i>1/1/2026 - 12/31/2026</i>
<i>% change</i>		<i>0.00%</i>
<i>Enrollee Only</i>	<i>\$14.61</i>	<i>\$14.61</i>
<i>Enrollee + 1 Dependent</i>	<i>\$27.71</i>	<i>\$27.71</i>
<i>Enrollee + 2 or more Dependents</i>	<i>\$36.64</i>	<i>\$36.64</i>
<i>75689 - Division #00001, 00002, 00003</i>	<i>Current Rates</i>	<i>Renewal Rates</i>
		<i>1/1/2026 - 12/31/2026</i>
<i>% change</i>		<i>0.00%</i>
<i>Enrollee Only</i>	<i>\$14.61</i>	<i>\$14.61</i>
<i>Enrollee + Spouse</i>	<i>\$24.42</i>	<i>\$24.42</i>
<i>Enrollee + Children</i>	<i>\$25.83</i>	<i>\$25.83</i>
<i>Family</i>	<i>\$39.78</i>	<i>\$39.78</i>

Please keep this renewal letter with your contract documents. It serves as an amendment to your Delta Dental Contracts for the rates and contract term.

To renew your dental plan contract, please follow these steps:

- 1) Review this letter for changes to your dental plan for January 01, 2026
- 2) Begin paying the rates outlined in this letter with your new contract term.

Upon your renewal you will receive a formal amendment to your contract. If you would like to review an amendment prior to renewing your plan, please contact your Account Manager and an amendment will be provided.

If you have any questions about your renewal, your Account Manager will be happy to help. We appreciate your continued confidence in Delta Dental. We are proud of our association with you and look forward to a long and mutually successful relationship.

Sincerely,

Delta Dental Insurance Company



MohammadReza Navid

Executive Vice President, Chief Relationship and Business Development Officer

The American Dental Association (ADA) annually updates its standard dental procedure coding system, which is a component of its Code on Dental Procedures and Nomenclature (CDT Code) reference manual. When the ADA changes the codes, carriers must adopt the changes. We process claims according to the current CDT reference manual. Changes made to comply with the CDT Code do not constitute a material change to your dental plan design.

DeltaCare USA is underwritten in these states by these entities: AL - Alpha Dental of Alabama, Inc.; AZ - Alpha Dental of Arizona, Inc.; CA - Delta Dental of California; AR, CO, IA, ME, MI, NC, NH, OK, OR, RI, SC, SD, VT, WA, WI, WY - Dentegra Insurance Company; NH and VT - Dentegra Insurance Company of New England; AK, CT, DE, FL, GA, KS, LA, MS, MT, TN, WV and Washington, D.C. - Delta Dental Insurance Company; HI, ID, IL, IN, KY, MD, MO, NJ, OH, TX - Alpha Dental Programs, Inc.; NV - Alpha Dental of Nevada, Inc.; UT - Alpha Dental of Utah, Inc.; NM - Alpha Dental of New Mexico, Inc.; NY - Delta Dental of New York; PA - Delta Dental of Pennsylvania. Delta Dental Insurance Company acts as the DeltaCare USA administrator in all these states. These companies are financially responsible for their own products.

Summary of Contract Amendments to

CITY OF MIRAMAR

Delta Dental PPO™, DeltaCare® USA

OTHER INFORMATION

Delta Dental's retro-termination policy for enrollees. As a reminder, Delta Dental's policy is that enrollment may be adjusted retroactively to the immediately preceding three months plus the current month billed if no claims have been processed after the requested termination date for the enrollee.

Provider reimbursement. As a reminder, Delta Dental's policy is to reimburse contracted dentists based on the network payment provisions for the geographic area in which the services are provided.

Summary of payments due. Delta Dental will produce a summary of administrative fees, claims paid and other payments due to providers for services rendered, which may include, but are not limited to, any value-based care, pay for performance or other incentive payments to participating providers, for which Contractholder is responsible.

Retained savings. In addition to the PEPM administrative charge, Delta Dental retains 100% of the savings derived from Premier network utilization.

OHCA Notification

Please be informed that consistent with the group application and group contract terms, Delta Dental considers its relationship with fully insured group health plans as subject to HIPAA's "Organized Health Care Arrangement" (OHCA) privacy rules as defined in 45 Code of Federal Regulations (C.F.R.) §164.501. Functionally, the exchange of enrollment information between Delta Dental and your group remains the same.

While a Business Associate Agreement is not required between Delta Dental and your fully insured group health plan within an OHCA, any Protected Health Information (PHI) exchanged or shared between the entities remains subject to HIPAA's minimum necessary rule and other privacy rules in addition to any applicable state laws and regulations governing the disclosure of individually identifiable health information.

Additionally, confidentiality requirements remain applicable to the exchange of information within an OHCA.



SECOND RENEWAL AGREEMENT

FOR

VISION INSURANCE SERVICES

This Agreement (the “Second Renewal Agreement”) is entered as of the last day of signature herein, between the City of Miramar (hereinafter “City”) and Humana Insurance Company (hereinafter “Provider”).

RECITALS:

WHEREAS, on September 29, 2021, the City Commission adopted Resolution No. 21-171 and approved the award of Request for Proposals No. 21-04-18 to the Provider for Vision Insurance Services (the “services”); and

WHEREAS, the City entered into an agreement for the Services with the Provider for an initial term of three year(s) with the option to renew for three additional one-year terms (the “Original Agreement”); and

WHEREAS, the initial term of the Agreement was effective on January 1, 2022, and expired on December 31, 2024; and

WHEREAS, pursuant to City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewals; and

WHEREAS, on October 16, 2024, the City Commission adopted Resolution No. 25-15 and approved the first renewal term effective January 1, 2025, to December 31, 2025; and

WHEREAS, the City wishes to exercise the option to renew the Agreement for the Services with the Provider for the second one-year renewal term from January 1, 2026 to December 31, 2026; and

WHEREAS, on _____, 2025, the City Commission adopted Resolution No. _____ and approved the second Renewal Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Second Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Second Renewal Agreement.
2. The Agreement shall be renewed for the second one-year term commencing January 1, 2026, through December 31, 2026 and all rates under the current agreement shall remain the same for this renewal term as shown in Exhibit 1.
3. All covenants, terms, and conditions contained in the Original Agreement and the First Renewal Agreement shall remain in full force and effect through this second renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

HUMANA INSURANCE COMPANY

By: _____

Print Name: _____

Title: _____

Date: _____

Vision fully-insured renewal summary

City of Miramar
Group 848904

Renewal date: January 1, 2026

Your current and renewal vision rates

Renewal rates guaranteed through: December 31, 2027

Plan description	Coverage type	Enrollment	Current rate	Monthly premium	Renewal rate	Monthly premium
Plan 1						
Humana Vision Plan Voluntary, \$10/\$10 In Network Exam/Material Copay, \$110 In Network Frame Allowance, \$110 In Network Contact Lens Allowance, Polycarbonate Lenses for Children <19, 12/12/24 Exam/Lens or Contact Lens/Frame Frequency Limitation	Employee	273	\$4.82	\$1,316	\$4.82	\$1,316
	Employee + Spouse	74	\$9.17	\$679	\$9.17	\$679
	Employee & Child(ren)	75	\$9.65	\$724	\$9.65	\$724
	Family	87	\$13.99	\$1,217	\$13.99	\$1,217
	Total	509		\$3,935		\$3,935
Plan 2						
Humana Vision Plan Voluntary, \$0/\$0 In Network Exam/Material Copay, \$200 In Network Frame Allowance, \$200 In Network Contact Lens Allowance, Polycarbonate Lenses for Children <19, 12/12/12 Exam/Lens or Contact Lens/Frame Frequency Limitation	Employee	123	\$12.49	\$1,536	\$12.49	\$1,536
	Employee + Spouse	29	\$23.76	\$689	\$23.76	\$689
	Employee & Child(ren)	35	\$25.01	\$875	\$25.01	\$875
	Family	48	\$36.26	\$1,740	\$36.26	\$1,740
	Total	235		\$4,841		\$4,841

Humana Vision

It needs to be easy for your employees to get the vision care they need. At home or on the road, your employees will find a provider with convenient hours and locations. And they'll receive substantial savings on eye wear and exams when they visit network providers.

It's important your employees keep their eyes healthy and get routine care. Exams can help prevent vision loss, but also detect more serious diseases in the body such as diabetes, hypertension, multiple sclerosis, and brain tumors.

Humana Vision plans encourage prevention, early diagnosis, and treatment, helping employees stay healthy and possibly prevent permanent vision loss.

Humana group vision plans are offered by Humana Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, CompBenefits Company, or The Dental Concern, Inc.



AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
DELTA DENTAL INSURANCE COMPANY
FOR
EMPLOYEE DENTAL INSURANCE COVERAGE
Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO)

This Agreement is entered into this 29 day of September, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Delta Dental Insurance Co. an insurance company or individual with principal business address located at Atlanta, GA (hereinafter referred to as "Contractor").

WHEREAS, on April 22, 2021, the City issued Request for Proposals No. 21-04-17 ("RFP") for "Employee Dental HMO and PPO Insurance Coverage Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, whose Proposal was most advantageous to the City; and

WHEREAS, on September 29, 2021, through adoption of Resolution No. 21-170, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1 **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2 **SCOPE OF SERVICES**

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP attached hereto as Exhibit "A", the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same including the changes negotiated in Exhibit "B", which documents, or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3 **COMPENSATION**

3.1 City agrees to pay Contractor for the Services outlined in Section 3-3 of the RFP and the Proposer's proposal and any negotiated changes agreed upon as shown in Exhibit C and D.

3.2 Contractor shall submit periodic invoices for the Services provided to:
City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place, Miramar, FL 33025
Telephone: 954-602-3058
Email: apinvoices@miramarfl.gov

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the claim information, the Services performed, and the authorization for the Services provided. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which

shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4 **TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall be for a period of three years and shall commence upon the date this Contract is executed by both parties, with the option to renew for three additional one-year terms.
- 4.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total of 180-days.

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar day's written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION**

- 7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.
- 7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE**

- 8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.
- 8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):
1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
 2. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 per accident for bodily injury by accident or disease.
 3. Workers' Compensation: Statutory.

8.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9
NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Delta Delta

One Delta Drive

Mechanicsburg, PA 17055

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790

SECTION 10
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 11 **SCRUTINIZED COMPANY**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are

found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 12 **MISCELLANEOUS**

12.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

12.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

12.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

12.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 13
AUDIT AND INSPECTION RIGHTS

- 13.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 13.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.
- 13.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

SECTION 14
AGREEMENT, AMENDMENTS AND ASSIGNMENT

- 14.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.
- 14.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 14.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 15
E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-

Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

SECTION 16 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 17 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 18 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 22
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

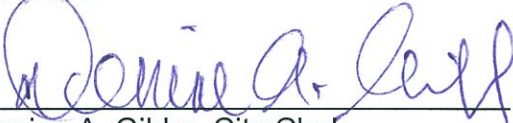
SECTION 23
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its Vice President, attested to and duly authorized to execute same.

CITY

ATTEST:


Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Vernon E. Hargray, City Manager

This day 29 of November 2021

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR

WITNESSES:



Print Name: Darlene Taylor

Print Name: _____

By: 

Date: November 9, 2021

By: Christopher Davis
Vice President Sales

DENTAL ADMINISTRATIVE SERVICES CONTRACT

This Contract is entered into between City of Miramar (Contractholder) and **Delta Dental Insurance Company** (hereinafter referred to as Delta Dental).

Whereas, Contractholder has adopted an employee dental benefit plan (the Plan), which is set forth in the employee benefit booklet, as shown in Section 7, mutually agreed upon by Contractholder and Delta Dental, and for which Contractholder retains all liabilities;

Whereas, Contractholder has requested Delta Dental to provide certain administrative services to the Plan and Delta Dental has agreed to provide such services in accordance with this Contract and, without assuming any liability of the Contractholder under the Plan;

Now therefore, in consideration of the mutual promises and covenants contained in this Contract, it is hereby agreed as follows:

SECTION 1. DEFINITIONS

Terms with capital letters appearing in this Agreement shall have the meaning given to them in the Plan attached hereto as shown in Section 7. In addition, the following terms shall have these meanings:

- 1.01 **Contract** means this agreement between Delta Dental and Contractholder including the attached appendices, endorsements and riders, if any. This Contract constitutes the entire agreement between the parties.
- 1.02 **Contract Term** means the period during which this Contract is in effect. The Contract Term is shown in Appendix A.
- 1.03 **Plan** means the self-funded dental benefits program for Contractholder's employees or members and their eligible dependents as set forth in Section 7.

SECTION 2. DUTIES OF DELTA DENTAL

For the administrative charge set forth in Appendix A, Delta Dental will provide Contractholder with the following services for the administration and operation of the Plan:

- 2.01 **Claims Services**
Delta Dental shall provide the following claim services:
 - a) Evaluate and process claims presented for Benefits described in the employee dental benefit booklet approved by Delta Dental and Contractholder. Claims shall be processed in accordance with Delta Dental's standard processing policies and the employee dental plan booklet as shown in Section 7 of this Contract. Services shall not be covered when received by a patient who is not an Enrollee at the time of treatment except for Single Procedures started while the patient was covered. Proof of loss must be furnished to Delta Dental within 12 months after care is received. Failure to furnish proof of loss within this time period shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof of loss within such time and that such proof of loss was furnished as soon as reasonably possible. Proof of loss must be given no later than one (1) year from such time (unless the claimant was legally incapacitated). All written proof of loss must be given to Delta Dental within 12 months of the termination of the Contract.
 - b) Predetermine the amount of Benefits payable under the Contract. Pre-Treatment Estimate will be valid for 365 days from the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:
 - the date this Contract terminates;
 - the date the Enrollee's coverage ends; or
 - the date the Delta Dental Premier Provider's (Premier Provider) or Delta Dental PPO Provider's (PPO Provider) agreement with Delta Dental ends.
 - c) Investigate claims when appropriate. This includes, but is not limited to, referring claims to professional consultants. In addition, Delta Dental may obtain to the extent permitted by Florida law, from any Provider or from hospitals in which a Provider's care is provided, such information and records relating to an Enrollee as Delta Dental may require to

determine the claim, or Delta Dental may require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his community or residence. Such information and records will be kept confidential.

- d) Coordinate Benefit coverage when Benefits are being provided under two (2) or more group benefit plans or group health care programs as described in the employee benefit booklet prepared by Delta Dental and approved by Contractholder.
- e) Delta Dental may suspend claims for Enrollees if it does not receive all amounts due, in the amount and manner required by Section 3 and Appendix A. Also, Delta Dental shall not pay claims for any person unless included on the monthly eligibility list when the dental services are performed. However, a child shall be covered if notice of birth and payment are received within 31 days after birth. All payments for services performed by a PPO or Premier Provider will be made directly to the Provider. With regard to services performed by a Non-Delta Dental Provider, the Primary Enrollee may request in writing when filing proof of loss to have the payment made to the Provider. All other payments shall be payable to the Primary Enrollee, or to the estate, except that if the person is a minor or otherwise not competent to give a valid release, payment may be made payable to his parent, guardian or other person actually supporting him, unless otherwise specified by a valid court order.
- f) Document claim payments to providers for the purpose of reporting to the Internal Revenue Service.
- g) Furnish to any Provider or any Enrollee, on request, a Claim Form to make a claim for payment for services under the Plan.
- h) Notify the Primary Enrollee if any Benefits are denied for services submitted on a Claim Form. An Enrollee has 180 days after receiving a notice of denial to appeal it by writing to Delta Dental giving reason why the denial is disputed. The Enrollee may also ask Delta Dental to examine any records to aid an appeal. Delta Dental will review the denial in accordance with the Plan and render a decision. Should the Primary Enrollee further appeal Delta Dental's decision to Contractholder, Delta Dental shall assist Contractholder by providing information necessary to conduct its review.
- i) Provide Contractholder with an annual projection of paid claims.
- j) Provide Contractholder with standard claim activity reports.

2.02 **Dental Care Booklet**

Delta Dental shall be responsible for drafting an employee dental care booklet which summarizes the Benefits and to whom Benefits are payable. Delta Dental is also responsible for providing this booklet to the Contractholder in an electronic format. The booklet is non-assignable and the Benefits are non-assignable prior to a claim. If any amendment to this Contract shall materially affect any Benefits described in such booklet, new booklets and amendments showing the change shall be issued.

2.03 **Identification Card**

Delta Dental will mail identification cards to all Primary Enrollees to their home address and will make identification card available for Primary Enrollees to download from Delta Dental's website (deltadentalins.com).

2.04 **PPO Providers and Premier Providers**

Delta Dental will provide access to PPO Provider and Premier Provider network listings on the Internet. Delta Dental's website address is deltadentalins.com.

- a) Contractholder understands and agrees that any agreement between Delta Dental and a network dentist is that of an independent contractor. Delta Dental shall not be responsible for any care rendered or not rendered. Delta Dental shall provide Contractholder with an electronic version of the PPO Provider Directory.
- b) Any information relating to PPO Providers and Premier Providers will be considered the sole property of Delta Dental and shall not be distributed to third parties or for any purpose other than one which is reasonably necessary to carry out the terms of the Contract.

- c) Delta Dental does not guarantee the availability of any Provider nor is it required that dental services be provided by any specific Provider.

SECTION 3. DUTIES OF CONTRACTHOLDER

3.01 Eligibility

On or before the Effective Date, Contractholder will furnish to Delta Dental, in writing or in electronic media format agreed by Delta Dental and the Contractholder, a listing of eligible Primary Enrollees and Dependent Enrollees. The listing must show the names, Enrollee ID numbers, dates of hire, dates of birth, dependent status and location codes, if any. The eligibility list shall include all active employees unless the employee waives coverage in writing or the Eligible Employee enrolls in an alternate dental plan offered by Contractholder. The eligibility list may also include retired employees.

Thereafter, before the 10th of each month, Contractholder must furnish to Delta Dental in the format agreed to above, a listing indicating specific additions, changes or terminations made during the prior month.

Contractholder will notify Delta Dental in writing of any requests for administrative fee adjustments for Enrollees who should have been terminated in the event Delta Dental was not previously notified of the termination(s). Said termination date will be adjusted retroactively to the immediately preceding three (3) months plus the current month, provided:

- a) no claims were submitted to be processed on said Enrollee subsequent to the date of retroactive termination; and
- b) The administrative fees were actually paid for the Enrollee subsequent to the date of retroactive termination.

Delta Dental will notify the Contractholder in writing of the revised termination date and administrative fees will be adjusted accordingly.

Delta Dental will not pay any Benefits for an Enrollee or Dependent Enrollee if proof of eligibility is not submitted. Also, Delta Dental will not pay Benefits for an Enrollee if the administrative fees are not paid for the month in which dental services are rendered.

3.02 Audits

Contractholder shall permit Delta Dental to audit its records to determine whether the lists of Primary Enrollees are correct and to verify the monthly payments match the administrative charges. Delta Dental shall give Contractholder written notice within a reasonable time before the audit date.

3.03 Printing and Distribution

Contractholder agrees to consult with Delta Dental to the extent reasonably practical concerning any material published or distributed relating to the Contract. No such material shall be published or distributed which is contrary to the terms of the Contract.

Contractholder will make the dental booklet(s) drafted by Delta Dental available to each Primary Enrollee via its internal computer network or through its website. Contractholder will neither change nor revise these booklets without the prior written approval of Delta Dental.

3.04 Electronic Transfer of Funds

Delta Dental will produce a weekly summary of claims paid. This information will be transmitted weekly by fax or email to the Contractholder. Contractholder will initiate a weekly Automatic Clearing House Credit to Delta Dental's account within three (3) business days of receiving the weekly summary of claims paid by Delta Dental.

Delta Dental may suspend claims payments at any time if the requested electronic funds transfer is not received within the allotted time frame.

SECTION 4. RELATIONSHIP OF THE PARTIES

4.01 Delta Dental is an independent contractor with Contractholder.

4.02 Delta Dental shall be responsible for fulfilling all administrative duties and obligations set forth in this Agreement. Notwithstanding the foregoing, Delta Dental may, in its discretion, delegate one or more functions or tasks to one or more subsidiaries or affiliated companies (companies under common control with or by Delta Dental), however, such delegation shall not in any way affect Delta Dental's continuing obligation to perform its stated duties and obligations.

4.03 Indemnification

Contractholder shall indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Contractholder's negligent performance or non-performance of its obligations under this Contract.

Delta Dental shall indemnify, defend and hold harmless the Contractholder, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Delta Dental's negligent performance or non-performance of its obligations under this Contract.

4.04 Impossibility of Performance

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

SECTION 5. GENERAL PROVISIONS

5.01 If during the Contract Term any new or increased tax, assessment, or fee is imposed on the amounts payable to, or by, Delta Dental under this Contract or any immediately preceding contract between Delta Dental and the Contractholder, the amount stated in Appendix A will be increased by the amount of any such new or increased tax, assessment, or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

5.02 The parties agree that all questions regarding interpretation or enforcement of the Contract shall be governed by the laws of the State of Florida, where the Contract was entered into and is to be performed. Any provision of the Contract which, on its Effective Date, is in conflict with statutes of said state is hereby amended to conform to minimum requirements of such statutes.

5.03 Delta Dental is a member of the Delta Dental of California Holding Company System (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

5.04 Delta Dental will not be responsible or liable for any incorrect, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.

5.05 All formal notices required under the Contract must be in writing and sent by first-class United States Mail, overnight delivery service or personal delivery. Notice by first class United States Mail shall be effective forty-eight (48) hours after mailing.

Notice to Delta Dental shall be to: Delta Dental Insurance Company
1130 Sanctuary Parkway
Alpharetta, GA 30009

Notice to Contractholder shall be to: City of Miramar
2300 Civic Center Place
Miramar, FL 33025

5.06 Both parties to the Contract agree to permit and encourage the professional relationship between Provider and patient to be maintained without interference.

5.07 The Contract may not be amended, except in writing by mutual consent of Delta Dental and Contractholder.

- 5.08 If any portion of the Contract or any amendment thereto shall be determined by a court or other competent authority to be illegal, void or unenforceable, such determination shall not abrogate the Contract or any portion thereof other than such portion determined to be illegal, void or unenforceable, and all other portions of the Contract shall remain in full force and effect.
- 5.09 Contractholder shall comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.
- 5.10 Absent fraud, each statement made by the Contractholder or Enrollee is considered to be a representation and not a warranty.

SECTION 6. TERMINATION AND RENEWAL

- 6.01 The term of the Contract shall be for the period set forth in Appendix A.
- 6.02 The Contract may be terminated only for the following causes:
- a) By Delta Dental, upon Contractholder's failure (i) to furnish Delta Dental with a list of all Primary Enrollees and Dependent Enrollees as required under Section 3.01; (ii) to permit the inspection of records as called for under Section 3.02; or (iii) to pay all amounts due, in the amount and manner required by Section 3 and Appendix A.
 - b) By either Contractholder or Delta Dental, upon expiration of a Contract Term.
 - c) By Delta Dental, in the event that the number of Primary Enrollees reported by Contractholder to Delta Dental shall be less than the minimum number of Primary Enrollees (shown in Appendix A) in each of three (3) consecutive months, but only upon written notice, given not more than 15 days after receipt of the list of Primary Enrollees which indicates that such grounds for termination exist, effective as of the last day of the month in which notice of termination is given.
 - d) By Delta Dental, in the event that the bank account for claim payment remains under funded as a result of insufficient funds for more than 15 days. The Contract shall terminate as of the last day of the month after the fifteen days under funding has occurred.
- 6.03 In the event of termination by Delta Dental, all Benefits shall terminate and Delta Dental shall be released from all further obligations of the Contract, effective on the last day of the month in which written notice of termination is given. Contractholder shall remain liable for claims incurred, paid or otherwise discharged during the term of the Contract and during the 12-month claims run-out period.
- 6.04 The Contract may be terminated at the end of a Contract Term only by at least 60 days written notice.
- 6.05 Delta Dental will notify the Contractholder in writing within 120 days prior to the end of each Contract Term of the renewal information.
- 6.06 In the event of termination by the Contractholder, upon 30 days written notice by the terminating party to the other party of such termination in which event Delta Dental shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination. Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

Delta Dental and the Contractholder understand and agree that at the expiration of this Agreement or any extension thereto, the Contractholder shall in no way be further obligated to Delta Dental and shall remain liable for claims incurred, paid or otherwise discharged during the term of the Contract and during the 12-month claims run-out period.

SECTION 7. ATTACHMENTS

The following documents are attached to this Contract and made a part hereof:

Appendix A Administrative Contract Variables

Appendix B Employee Benefit Booklet

SECTION 8. SIGNATURES

The terms of this Contract are agreed to by:

DELTA DENTAL INSURANCE COMPANY

CITY OF MIRAMAR

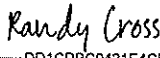


Michael G. Hankinson, Esq.

President

November 8, 2021

DocuSigned by:



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Randy M. Cross

Director of Human Resources

11/17/2021

This Contract is subject to the terms, conditions and requirements of the City of Miramar Request for Proposal (RFP) No. _____, Delta Dental's response to the RFP, as accepted by the City, and any subsequently negotiated changes, which documents or agreements are incorporated into this Contract by reference.

In the event of any conflict between the specific provisions of this Contract, the RFP, or the Proposal, the conflict shall be resolved as follows: first, by giving priority to the specific provisions of this Contract; second, by giving priority to the specific provisions of the RFP; and third, by giving priority to the specific provisions of the Proposal.

APPENDIX A

ADMINISTRATIVE CONTRACT VARIABLES

- A. Contract Number: 12203
- B. The administrative services performed by Delta Dental under this Contract shall be effective commencing on January 1, 2022.
- C. The Contract Term shall be for the period commencing on January 1, 2022 and concluding on December 31, 2024.
- D. The monthly administrative charge is based on 963 covered employees and the composition of the Contractholder's group at the beginning of each Contract Term. Delta Dental may propose a choice of changes in administrative charges for a 15 percent change in composition during the Contract Term, such as an increase or decrease in enrollment, change in location, change in job classifications, change in mix of active versus retiree enrollment or other similar change in the Contractholder's group composition that lasts three (3) months in a row or longer and results in an increase in cost per person of the Contractholder's group. Within 31 days of receipt of the proposed change(s), Contractholder will select one of the choices by written notice to Delta Dental. If Contractholder fails to do so, Delta Dental may select one of the choices by written notice to Contractholder. This Contract will be modified for all dental services predetermined and incurred after notice.
- E. Delta Dental on a monthly basis will reconcile and bill for the administration of the Plan. Contractholder shall furnish to Delta Dental monthly payments of \$2.00 for each Primary Enrollee as compensation for administering the program. Any payment received after 90 days of the due date shall be subject to interest equal to one percentage point above the then current three month U.S. Treasury Bill rate.

The cost of claims submitted by Premier Providers as shown on the weekly summary of claims paid will be calculated using the lesser of the submitted charge or the 90th percentile. Contractholder agrees that any difference between the invoiced amount of claims paid and the contracted fee paid to Premier Providers will be retained or absorbed by Delta Dental as the administrative charge.
- F. Delta Dental will provide eligible Enrollees access to the Delta Dental Cost Estimator Tool at no additional charge.
- G. Delta Dental may change the amounts charge whenever the Contract is amended or whenever the Contractholder requests a change in Benefits or eligibility or when applicable under 5.01. Any change in amounts due shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing (except as provided in D and E above or when applicable under 5.01).
- H. As the Contractholder has also entered into a DeltaCare® USA contract which is effective during the term of this Contract, this Contract will terminate if the combined enrollment under this Contract and the DeltaCare USA contract drops below 10 for three (3) consecutive months.

APPENDIX B

EMPLOYEE BENEFIT BOOKLET

CITY OF MIRAMAR



deltadentalins.com

Group No: 12203

Effective Date: January 1, 2022

Table of Contents

INTRODUCTION..... 1

DEFINITIONS..... 2

COST OF COVERAGE..... 4

ELIGIBILITY AND ENROLLMENT..... 4

CONDITIONS UNDER WHICH BENEFITS ARE PROVIDED 6

SELECTING YOUR PROVIDER 9

CLAIMS APPEAL..... 10

GENERAL PROVISIONS..... 11

Attachments

- ATTACHMENT A: DEDUCTIBLES, MAXIMUMS AND CONTRACT BENEFIT LEVELS
- ATTACHMENT B: SERVICES, LIMITATIONS AND EXCLUSIONS

INTRODUCTION

We are pleased to welcome you to the group dental plan for **City of Miramar**. Your plan is self-funded by your employer and your claims are administered by Delta Dental. Our goal is to provide you with the highest quality dental care and to help you maintain good dental health. We encourage you not to wait until you have a problem to see the Provider, but to see him/her on a regular basis.

This Employee Benefit Booklet is a summary of your group dental program. Please read it carefully. It only summarizes the detailed provisions of the group dental contract issued by Delta Dental Insurance Company ("Delta Dental") and cannot modify the Contract in any way.

Using This Employee Benefit Booklet

This Employee Benefit Booklet, which includes Attachment A, Deductibles, Maximums and Contract Benefit Levels (Attachment A) and Attachment B, Services, Limitations and Exclusions (Attachment B), discloses the terms and conditions of your coverage and is designed to help you make the most of your dental plan. It will help you understand how the plan works and how to obtain dental care. Please read this booklet completely and carefully. Keep in mind that "you" and "your" mean the individuals who are covered. "We," "us" and "our" always refer to Delta Dental. In addition, please read the Definitions section, which will explain any words that have special or technical meanings under the Contract.

The benefit explanations contained in this booklet are subject to all provisions of the Contract on file with your employer, trust fund, or other entity ("Contractholder") and do not modify the terms and conditions of the Contract in any way, nor shall you accrue any rights because of any statement in or omission from this booklet. This booklet is *not* a Summary Plan Description to meet the requirements of ERISA.

Notice: *This booklet is a summary of your group dental plan and must be in effect at the time covered dental services are provided. This information is not a guarantee of covered benefits, services or payments.*

Contact Us

For more information please visit our website at deltadentalins.com or call our Customer Service Center. A Customer Service Representative can answer questions you may have about obtaining dental care, help you locate a Delta Dental Provider, explain benefits, check the status of a claim, and assist you in filing a claim.

You can access our automated information line at 800-521-2651 during regular business hours to obtain information about Enrollee eligibility and benefits, group benefits, or claim status, or to speak to a Customer Service Representative for assistance. If you prefer to write us with your question(s), please mail your inquiry to the following address:

*Delta Dental Insurance Company
P.O. Box 1809
Alpharetta, GA 30023*

DEFINITIONS

Terms when capitalized in your Employee Benefit Booklet have defined meanings, given in the section below or throughout the booklet sections.

Accepted Fee: the amount the attending Provider agrees to accept as payment in full for services rendered.

Benefits: covered dental services provided under the terms of the Contract.

Calendar Year: the 12 months of the year from January 1 through December 31.

Claim Form: the standard form used to file a claim or request Pre-Treatment Estimate.

Contract: the agreement between Delta Dental and the Contractholder, including any attachments.

Contract Benefit Level: the percentage of the Maximum Contract Allowance that Delta Dental will pay after the Deductible has been satisfied as shown in Attachment A.

Contractholder: the employer, union or other organization or group as named herein contracting to obtain Benefits.

Contract Year: the 12 months starting on the Effective Date and each subsequent 12-month period thereafter.

Deductible: a dollar amount that an Enrollee and/or the Enrollee's family (for family coverage) must pay for certain covered services before Delta Dental begins paying Benefits.

Delta Dental Premier[®] Provider (Premier Provider): a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for covered services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.

Delta Dental Premier Contracted Fee: the fee for a Single Procedure covered under the Contract that a Premier Provider has contractually agreed to accept as payment in full for covered services.

Delta Dental PPOSM Provider (PPO Provider): a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee as payment in full for covered services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.

Delta Dental PPO Contracted Fee: the fee for a Single Procedure covered under the contract that a PPO Provider has contractually agreed to accept as payment in full for covered services.

Dependent Enrollee: an Eligible Dependent enrolled to receive Benefits.

Effective Date: the original date the Contract starts. This date is given on this booklet's cover and Attachment A.

Eligible Dependent: a dependent of an Eligible Employee eligible for Benefits.

Eligible Employee: any employee or retiree as eligible for Benefits.

Enrollee: an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

Enrollee Pays: Enrollee's financial obligation for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as "Delta Dental Pays" on the claims statement when a claim is processed.

Enrollee's Effective Date of Coverage: the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.

Maximum: is the maximum dollar amount ("Maximum Amount" or "Maximum") Delta Dental will pay toward the cost of dental care. Enrollees must satisfy costs above this amount. Delta Dental will pay the Maximum Amount(s), if applicable, shown in Attachment A for Benefits under the Contract.

Maximum Contract Allowance: the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates its payment and the Enrollee's financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

- by a PPO Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Delta Dental Provider is the lesser of the Provider's Submitted Fee or the Program Allowance.

Non-Delta Dental Provider: a Provider who is not a PPO Provider or a Premier Provider and is not contractually bound to abide by Delta Dental's administrative guidelines.

Open Enrollment Period: the month of the year during which employees may change coverage for the next Contract Year.

Pre-Treatment Estimate: an estimation of the allowable Benefits under the Contract for the services proposed, assuming the person is an eligible Enrollee.

Primary Enrollee: an Eligible Employee enrolled in the plan to receive Benefits; may also be referred to as "Enrollee".

Procedure Code: the Current Dental Terminology® (CDT) number assigned to a Single Procedure by the American Dental Association.

Program Allowance: the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental sets the Program Allowance for each procedure through a review of proprietary data by geographic area. The Program Allowance may vary by the contracting status of the Provider and/or the Program Allowance selected by the Contractholder.

Provider: a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

Qualifying Status Change: a change in:

- marital status (marriage, divorce, legal separation, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- employment status (change in employment status of Enrollee or Eligible Dependent);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee, dependent Spouse or child moves);
- a court order requiring dependent coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125.

Single Procedure: a dental procedure that is assigned a separate Procedure Code.

Spouse: a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where the Contract is issued and delivered;
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

Submitted Fee: the amount that the Provider bills and enters on a claim for a specific procedure.

COST OF COVERAGE

Full-time Employees:

You are not required to contribute towards the cost of your coverage.

You are required to contribute towards the cost of your Dependent Enrollee's coverage.

Part-time Employees:

You are required to contribute towards the cost of your coverage.

You are required to contribute towards the cost of your Dependent Enrollee's coverage.

We may cancel the Contract 30 days after written notice to the Contractholder if the cost of coverage is not paid when due.

ELIGIBILITY AND ENROLLMENT

Eligibility Requirements

All retirees and present full-time and part-time employees are eligible on the Effective Date. All future full-time and part-time permanent employees shall become eligible on the date shown below.

- Full-time Employees working 37.5 hours per week hired between the 1st and 15th of the month are eligible for coverage beginning the 1st of the next month.
- Full-time Employees working 37.5 hours per week hired between the 16th and 31st of the month are eligible for coverage the 1st day of the month following 1 month of continuous employment.
- Part-time Employees working 20 hours per week are eligible for coverage on the 1st day of the month following 12 months of continuous employment.

If your dependents are covered, they will be eligible when you are or as soon as they become dependents.

- Dependents are the Primary Enrollee's Spouse and unmarried dependent children from birth to age 19, or to age 30 if enrolled as full-time students in an accredited school, college or university.
- Children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of a partner as recognized by the Contractholder. Children must be dependent upon Primary Enrollee for support and maintenance. The dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- An overage unmarried dependent child may be eligible if:
 - (1) he or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
 - (2) he or she is chiefly dependent on the eligible employee for support; and
 - (3) proof of dependent child's disability is provided within 31 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the eligible employee for support because of a physically or mentally disabling injury, illness or condition that began before he or she reached the limiting age.

Dependents serving active military duty are not eligible, as they are typically covered under health and dental coverage provided by the military while they are on active duty.

Enrollment Requirements

If the Contractholder is paying all coverages for you and your dependents, everyone is automatically enrolled.

If you are paying all or a portion of the coverage for yourself or your dependents then:

- You must enroll within 31 days after the date you become eligible or during an Open Enrollment Period.
- All dependents must be enrolled within 31 days after they become eligible or during an Open Enrollment Period.
- If you elect dependent coverage, you must enroll all of your Dependent Enrollees for coverage.
- You must pay the cost of coverage in the manner elected by the Contractholder and approved by us. Coverage cannot be dropped or changed other than during an Open Enrollment Period or because of a Qualifying Status Change.
- If you pay the cost of coverage for your Dependent Enrollees, you must pay in the manner elected by the Contractholder and approved by us until your dependents are no longer eligible or until you choose to drop dependent coverage. Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.
- A child who is eligible as a Primary Enrollee and a dependent can be insured under the Contract as a Primary Enrollee or as a Dependent Enrollee but not both at the same time.

Loss of Eligibility

Your coverage ends on the earlier of the last day of the month you stop working for the Contractholder, are no longer an Eligible Employee of the Contractholder or immediately when the Contract ends. Your Spouse loses coverage when your coverage ends or when dependent status is lost. Your dependent children lose coverage when your coverage ends or the end of the Calendar Year when dependent status is lost.

Continuation of Benefits

We will not pay for any services/treatment received after your coverage ends. However, we will pay for covered services incurred while you were eligible if the procedures were completed within 31 days of the date your coverage ended.

A dental service is incurred:

- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

Strike, Lay-off and Leave of Absence

You and your dependents will not be covered for any dental services received while you are on strike, lay-off or leave of absence, other than as required under the Family & Medical Leave Act of 1993 or other applicable state or federal law*.

Benefits for you and your Dependent Enrollees will resume as follows:

- if coverage is reactivated in the same Calendar Year, Deductibles and maximums will resume as if you were never gone; or
- if coverage is reactivated in a different Calendar Year, new Deductibles and maximums will apply.

Coverage will resume provided the Contractholder submits a request to Delta Dental that coverage be reactivated.

*Coverage for you and your dependents is not affected if you take a leave of absence allowed under the Family & Medical Leave Act of 1993 or other applicable state or federal law. If you are currently paying any part of your cost of coverage, you may choose to continue coverage. If you do not continue coverage during the leave, you can resume that coverage on your return to active work as if no interruption occurred.

Important: The Family & Medical Leave Act of 1993 does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

If you are rehired within the same Calendar Year, Deductibles and maximums will resume as if you were never gone.

Continued Coverage under USERRA

As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if you are covered by the Contract on the date your USERRA leave of absence begins, you may continue dental coverage for yourself and any covered dependents. Continuation of coverage under USERRA may not extend beyond the earlier of:

- 24 months, beginning on the date the leave of absence begins, or;
- the date you fail to return to work within the time required by USERRA.

For USERRA leave that extends beyond 31 days, the cost of coverage for continuation of coverage will be the same as for COBRA coverage.

Continuation of Coverage Under COBRA

COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) provides a way for you and your Dependent Enrollees who lose employer-sponsored group health plan coverage to continue coverage for a period of time. COBRA does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

We do not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).

CONDITIONS UNDER WHICH BENEFITS ARE PROVIDED

We will pay Benefits for the dental services described in Attachment B. We will pay Benefits only for covered services. The Contract covers several categories of dental services when a Provider provides them and when they are necessary and within the standards of generally accepted dental practice standards. Claims will be processed in accordance with our standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. Delta Dental will provide advance notice of such changes to the Contractholder who will then distribute to Primary Enrollees.

We will use the processing policies that are in effect at the time the claim is processed. We may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and Exclusions will be applied for the period the person is an Enrollee under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional eligibility periods, if any, are listed in Attachment A. If you receive dental services from a Provider outside the state of Florida, the Provider will be paid according to Delta Dental's network payment provisions for said state according to the terms of the Contract.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the Benefit payable under the Contract. Even if the Provider bills separately for the primary procedure and each of its component parts, the total Benefit payable for all related charges will be limited to the maximum Benefit payable for the primary procedure.

Enrollee Coinsurance

We will pay a percentage of the Maximum Contract Allowance for covered services, as shown in Attachment A and you are responsible for paying the balance. What you pay is called the enrollee

coinsurance (“Enrollee Coinsurance”) and is part of your out-of-pocket cost. You pay this even after a Deductible has been met.

The amount of your Enrollee Coinsurance will depend on the type of service and the Provider providing the service (see section titled “Selecting Your Provider”). Providers are required to collect Enrollee Coinsurance for covered services. Your group has chosen to require Enrollee Coinsurances under this program as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to you, we will be obligated to provide as Benefits only the applicable percentages of the Provider’s fees or allowances reduced by the amount of the fees or allowances that are discounted, waived or rebated.

It is to your advantage to select PPO Providers because they have agreed to accept the Maximum Contract Allowance as payment in full for covered services, which typically results in lower out-of-pocket costs for you. Please refer to the section titled “Selecting Your Provider” for more information.

Deductible

Your dental plan features a Deductible. This is an amount you must pay out-of-pocket before Benefits are paid. The Deductible amounts are listed in Attachment A. Deductibles apply to all benefits unless otherwise noted. Only the Provider’s fees you pay for covered Benefits will count toward the Deductible.

Maximum Amount

Most dental plans have a Maximum Amount. A Maximum Amount is the maximum dollar amount we will pay toward the cost of dental care. You are responsible for paying costs above this amount. The Maximum Amount payable is shown in Attachment A. Maximums may apply on a yearly basis, a per services basis, or a lifetime basis.

Pre-Treatment Estimate

Pre-Treatment Estimate requests are not required; however, your Provider may file a Claim Form before beginning treatment, showing the services to be provided to you. We will estimate the amount of Benefits payable under the Contract for the listed services. By asking your Provider for a Pre-Treatment Estimate from us before you agree to receive any prescribed treatment, you will have an estimate up front of what we will pay and the difference you will need to pay. The Benefits will be processed according to the terms of the Contract when the treatment is actually performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date the Contract terminates;
- the date Benefits under the Contract are amended if the services in the Pre-Treatment Estimate are part of the amendment;
- the date your coverage ends; or
- the date the Provider’s agreement with Delta Dental ends.

A Pre-Treatment Estimate does not guarantee payment. It is an estimate of the amount we will pay if you are enrolled and meet all the requirements of the program at the time the treatment you have planned is completed and may not take into account any Deductibles, so please remember to figure in your Deductible if necessary.

Coordination of Benefits

We coordinate the Benefits under the Contract with an Enrollee’s benefits under any other group or pre-paid plan or Benefit plan designed to fully integrate with other policies. If this plan is the “primary” plan, we will not reduce Benefits. If this plan is the “secondary” plan, we may reduce Benefits otherwise payable under the Contract so that the total benefits paid or provided by all plans do not exceed 100 percent of total allowable expense.

- How do we determine which plan is the “primary” program?

- (1) The plan covering you as an employee is primary over a plan covering you as a dependent.
- (2) The plan covering you as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
 - a) secondary to the plan covering the insured person as a dependent and
 - b) primary to the plan covering the insured person as other than a dependent (e.g. a retired employee), then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.
- (3) Except as stated below, when this plan and another plan cover the same child as a dependent of different persons, called parents:
 - a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
 - b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
 - c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
- (4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody, or as a dependent of the custodial parent's Spouse (i.e. step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other policy which covers the child as a dependent child.
- (5) If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in (3) a) through (3) c).
- (6) The Benefits of a plan which covers an insured person as an employee who is neither laid off nor retired are determined before those of a plan which covers that insured person as a laid off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree and an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- (7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination:
 - a) First, the Benefits of a plan covering the insured person as an employee or Primary Enrollee (or as that insured person's dependent);
 - b) Second, the Benefits under the continuation coverage.

If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- (8) If none of the above rules determine the order of benefits, the benefits of the plan which covered you longer are determined before those of the plan which covered you for the shorter term.

- (9) When determination cannot be made in accordance with the above, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental-only plan.

SELECTING YOUR PROVIDER

Free Choice of Provider

You may see any Provider for your covered treatment whether the Provider is a PPO Provider, Premier Provider or a Non-Delta Dental Provider. This plan is a PPO plan and the greatest benefits – including out-of-pocket savings – occur when you choose a PPO Provider. To take full advantage of your Benefits, we highly recommend you verify a Provider's participation status within a Delta Dental network with your dental office before each appointment. Review this section for an explanation of Delta Dental payment procedures to understand the method of payments applicable to your Provider selection and how that may impact your out-of-pocket costs.

Locating a PPO Provider

You may access information through our website at deltadentalins.com. You may also call our Customer Service Center and one of our representatives will assist you. We can provide you with information regarding a Provider's network participation, specialty and office location.

Choosing a PPO Provider

A PPO Provider potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide dental Benefits at a charge that has been contractually agreed upon. Payment for covered services performed by a PPO Provider is based on the Maximum Contract Allowance.

Choosing a Premier Provider

A Premier Provider is a Delta Dental Provider who has not agreed to the features of the PPO plan. Payment for covered services performed by a Premier Provider is based on the Maximum Contract Allowance. The amount charged by a Premier Provider may be above that accepted by PPO Providers but no more than the Delta Dental Premier Contracted Fee.

Choosing a Non-Delta Dental Provider

If a Provider is a Non-Delta Dental Provider, the amount charged to Enrollees may be above that accepted by PPO or Premier Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Non-Delta Dental Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Provider's Submitted Fee.

Additional Obligations of PPO and Premier Providers

- The PPO Provider or Premier Provider must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- The PPO Provider or Premier Provider will complete the dental Claim Form and submit it to Delta Dental for reimbursement.
- PPO and Premier Providers accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and contracted fees.

How to Submit a Claim

Claims for Benefits must be filed on a standard Claim Form that is available in most dental offices. PPO and Premier Providers will fill out and submit your claims paperwork for you. Some Non-Delta Dental Providers may also provide this service upon your request. If you receive services from a Non-Delta Dental Provider who does not provide this service, you can submit your own claim directly to us. Please refer to the section titled "Notice of Claim Form" for more information.

Your dental office should be able to assist you in filling out the Claim Form. Fill out the Claim Form completely and send it to:

Delta Dental Insurance Company
P.O. Box 1809
Alpharetta, GA 30023

Payment Guidelines

We do not pay PPO or Premier Providers any incentive as an inducement to deny, reduce, limit or delay any appropriate service.

If you or your Provider files a claim for services more than 12 months after the date you received the services, payment may be denied. If the services were received from a Non-Delta Dental Provider, you are still responsible for the full cost. If the payment is denied because your PPO Provider failed to submit the claim on time, you may not be responsible for that payment. However, if you did not tell your PPO Provider that you were covered under a Delta Dental Policy at the time you received the service, you may be responsible for the cost of that service.

If you have any questions about any dental charges, processing policies and/or how your claim is paid, please contact us.

Provider Relationships

Enrollees and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to an Enrollee does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

CLAIMS APPEAL

We will notify you and your Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. You have at least 180 days after receiving a notice of denial to request an appeal or grievance by writing to us giving reasons why you believe the denial was wrong. You and your Provider may also ask Delta Dental to examine any additional information provided that may support the appeal or grievance.

Send your appeal or grievance to us at the address shown below:

Delta Dental Insurance Company
P.O. Box 1809
Alpharetta, GA 30023

We will send you a written acknowledgment within 5 days upon receipt of the appeal or grievance. We will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of the Contract, we shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. We will send the Enrollee a decision within 30 days after receipt of the Enrollee's appeal or grievance.

If the Enrollee believes he/she needs further review of their appeal or grievance, he/she may contact his/her state regulatory agency if applicable. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

GENERAL PROVISIONS

Non-Discrimination

Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact Delta Dental's Customer Service Center at 800-471-0236.

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

Delta Dental
P.O. Box 997330
Sacramento, CA 95899-7330
Telephone Number: 800-471-0236
Website Address: deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Clinical Examination

Before approving a claim, we will be entitled to receive, to such extent as may be lawful, from any attending or examining Provider, or from hospitals in which a Provider's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, you as may be required to administer the claim, or have you be examined by a dental consultant retained by us at our expense, in or near your community or residence. We will in every case hold such information and records confidential.

Notice of Claim Form

We will give you or your Provider, on request, a Claim Form to make claim for Benefits. To make a claim, the form should be completed and signed by the Provider who performed the services and by the patient (or the parent or guardian if the patient is a minor) and submitted to us at the address above.

If the form is not furnished by us within 15 days after requested by you or your Provider, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to us, within the time established in said paragraph for filing proofs of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. You or your Provider may download a Claim Form from our website.

Written Notice of Claim/Proof of Loss

We must be given written proof of loss within 12 months after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to us within 12 months of the termination of the Contract.

Time of Payment

Claims payable under the Contract for any loss other than loss for which the Contract provides any periodic payment will be processed no later than 30 days after written proof of loss is received. We will notify you and your Provider of any additional information needed to process the claim within this 30 day period.

To Whom Benefits Are Paid

It is not required that the service be provided by a specific dentist. Payment for services provided by a PPO or Premier Provider will be made directly to the dentist. Any other payments provided by the Contract will be made to you, unless you request when filing a proof of claim that the payment be made directly to the dentist providing the services. All Benefits not paid to the Provider will be payable to you, the Primary Enrollee, or Dependent Enrollee, or to your estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his or her parent, guardian or other person actually supporting him or her.

Misstatements on Application: Effect

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the Contract, all statements made by you or the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under the Contract, unless it is contained in a written application.

Any misrepresentation, omission, concealment of fact or incorrect statement which is material to the acceptance of risk may prevent recovery if, had the true facts been known to us, we would not in good faith have issued the contract at the same coverage rate. If any misstatement would materially affect the rates, we reserve the right to adjust the coverage rate to reflect your actual circumstances at enrollment.

Legal Actions

No action at law or in equity will be brought to recover on the Contract prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of the Contract, nor will an action be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required by the Contract.

Attachment A

Deductibles, Maximums and Contract Benefit Levels

Deductibles & Maximums	
Annual Deductible	\$50 per Enrollee each Calendar Year \$100 per family each Calendar Year
Lifetime Orthodontic Deductible	\$50 per Enrollee
Deductibles waived for	Diagnostic & Preventive Services
Annual Maximum	\$1,500 per Enrollee per Calendar Year
Lifetime Orthodontic Maximum	\$1,000 per Enrollee
Maximum Takeover Credit	Delta Dental will receive credit for any amount paid under the Contractholder's previous dental care plan, if applicable, for Orthodontic Services. These amounts will be credited towards the lifetime maximum amounts payable for Orthodontic Services.

Contract Benefit Levels		
Dental Service Category	Delta Dental PPO Providers [†]	Delta Dental Premier and Non-Delta Dental Providers [†]
Delta Dental will pay or otherwise discharge the Contract Benefit Level shown below for the following services:		
Diagnostic and Preventive Services	100%	100%
Basic Services	80%	80%
Major Services	60%	60%
Orthodontic Services	50%	50%

[†] Reimbursement is based on PPO Contracted Fees for PPO Providers, Premier Contracted Fees for Premier Providers and Program Allowance for Non-Delta Dental Providers.

Attachment B

Description of Dental Services

We will pay the Contract Benefit Level shown in Attachment A for the following services:

- **Diagnostic and Preventive Services**

- (1) Diagnostic: procedures to aid the Provider in determining required dental treatment.
- (2) Preventive: cleaning (including scaling in the presence of generalized moderate or severe gingival inflammation-full mouth, which is considered to be a Diagnostic and Preventive Benefit, and periodontal maintenance, which is considered to be a Basic Benefit for payment purposes), topical application of fluoride solutions, space maintainers.
- (3) Specialist Consultations: opinion or advice requested by a general dentist.

- **Basic Services**

- (1) Oral Surgery: extractions and other surgical procedures (including pre- and post-operative care).
- (2) General Anesthesia or IV Sedation: when administered by a Provider for covered Oral Surgery or selected endodontic and periodontal surgical procedures.
- (3) Endodontics: treatment of diseases and injuries of the tooth pulp.
- (4) Periodontics: treatment of gums and bones supporting teeth.
- (5) Palliative: emergency treatment to relieve pain.
- (6) Sealants: topically applied acrylic, plastic or composite materials used to seal developmental grooves and pits in permanent molars for the purpose of preventing decay.
- (7) Restorative: amalgam and resin-based composite restorations (fillings) and prefabricated crowns for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of decay).
- (8) Denture Repairs: repair to partial or complete dentures, including rebase procedures and relining.

- **Major Services**

- (1) Crowns and Inlays/Onlays: treatment of carious lesions (visible decay of the hard tooth structure) when teeth cannot be restored with amalgam or resin-based composites.
- (2) Prosthodontics: procedures for construction of fixed bridges, partial or complete dentures and the repair of fixed bridges; implant surgical placement and removal; and for implant supported prosthetics, including implant repair and recementation.

- **Orthodontic Services**

Procedures performed by a Provider using appliances to treat malocclusion of teeth and/or jaws which significantly interferes with their function.

- **Note on additional Benefits during pregnancy**

When an Enrollee is pregnant, We will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each Calendar Year while the Enrollee is covered under the Contract include one (1) additional oral exam and either one (1) additional routine cleaning; one (1) additional periodontal scaling and root planing per quadrant; or one (1) additional periodontal maintenance procedure. Written confirmation of the pregnancy must be provided by the Enrollee or her Provider when the claim is submitted.

Limitations

- (1) Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services". Optional Services also include the use of specialized techniques instead of standard procedures.

Examples of Optional Services:

- a) a composite restoration instead of an amalgam restoration on posterior teeth;
- b) a crown where a filling would restore the tooth;
- c) an inlay/onlay instead of an amalgam restoration;
- d) porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown); or
- e) an overdenture instead of denture.

If an Enrollee receives Optional Services, an alternate Benefit will be allowed, which means We will base Benefits on the lower cost of the customary service or standard practice instead of on the higher cost of the Optional Service. The Enrollee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

- (2) Exam and cleaning limitations:
- a) We will pay for oral examinations (except after-hours exams and exams for observation) and cleanings (including scaling in the presence of generalized moderate or severe gingival inflammation-full mouth, periodontal maintenance in the presence of inflamed gums or any combination thereof) no more than twice in a Calendar Year.
 - b) A full mouth debridement is allowed once in a lifetime when the Enrollee has no history of prophylaxis, scaling and root planing, periodontal surgery or periodontal maintenance procedures within three (3) years. When allowed a full mouth debridement counts toward the maintenance frequency in the year provided.
 - c) Full mouth debridement is not allowed when performed by the same dentist/dental office on the same day as evaluation procedures.
 - d) Note that periodontal maintenance, Procedure Codes that include periodontal maintenance and full mouth debridement are covered as a Basic Benefit and that routine cleanings (including scaling in presence of generalized moderate or severe gingival inflammation-full mouth) are covered as a Diagnostic and Preventive Benefit. See note on additional Benefits during pregnancy.
 - e) Caries risk assessments are allowed once in 12 months.
- (3) X-ray limitations:
- a) We will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
 - b) When a panoramic film is submitted with supplemental film(s), We Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series.
 - c) If a panoramic film is taken in conjunction with an intraoral complete series, We consider the panoramic film to be included in the complete series.
 - d) A complete intraoral series or panoramic film are each limited to once every 60 months.
 - e) Bitewing x-rays are limited to two (2) times in a Calendar Year when provided to Enrollees under age 18 and one (1) time each Calendar Year for Enrollees age 18 and over. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.
 - f) Bitewing x-rays are limited to two images for Enrollees under age 10.
 - g) Image capture procedures are not separately allowable services.
- (4) Topical application of fluoride solutions is limited to Enrollees to age 19 and no more than twice in a Calendar Year.
- (5) Interim caries arresting medicament application is limited to twice per tooth per Calendar Year.
- (6) Space maintainer limitations:
- a) Space maintainers are limited to the initial appliance and are a Benefit for an Enrollee to age 14. However, a distal shoe space maintainer-fixed-unilateral is limited to children

- eight (8) and younger. A separate/additional space maintainer can be allowed after the removal of a unilateral distal shoe.
 - b) The removal of a fixed space maintainer is considered to be included in the fee for the space maintainer; however, an exception is made if the removal is performed by a different Provider/Provider's office.
- (7) Pulp vitality tests are allowed once in a 6-month period when definitive treatment is not performed.
- (8) Cephalometric x-rays, oral/facial photographic images and diagnostic casts are covered once per lifetime in conjunction with Orthodontic Services only when Orthodontic Services are a covered benefit. If Orthodontic Services are covered, see Limitations as age limits may apply. However, 3D x-rays are not a covered benefit.
- (9) Sealants are limited as follows:
 - a) through age 15 on permanent first and second molars if they are without caries (decay) or restorations on the occlusal surface.
 - b) repair or replacement of a Sealant on any tooth within 24 months of its application is included in the fee for the original placement.
- (10) Specialist Consultations are limited to two (2) in a Calendar Year and screenings of patients & assessments of patients are limited to once per lifetime per Provider and count toward the oral exam frequency.
- (11) We will not cover replacement of an amalgam or resin-based composite restorations (fillings) or prefabricated crowns within 24 months of treatment if the service is provided by the same Provider/Provider office. Replacement restorations within 24 months are included in the fee for the original restoration.
- (12) Protective restorations (sedative fillings) are allowed once per tooth per lifetime when definitive treatment is not performed on the same date of service.
- (13) Therapeutic pulpotomy is limited to once per lifetime for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.
- (14) Pulpal therapy (resorbable filling) is limited to once in a lifetime. Retreatment of root canal therapy by the same Provider/Provider office within 24 months is considered part of the original procedure.
- (15) Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth of one (1) initial visit, one (1) interim visit and one (1) final visit to age 19.
- (16) Retreatment of apical surgery by the same Provider/Provider office within 24 months is considered part of the original procedure.
- (17) Palliative treatment is covered per visit, not per tooth, and the fee includes all treatment provided other than required x-rays or select Diagnostic procedures.
- (18) Periodontal limitations:
 - a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy. No more than two quadrants of scaling and root planing will be covered on the same date of service.
 - b) Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing performed within 36-months by the same Provider/Provider office.
 - c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants. Guided tissue regenerations and/or bone grafts are not benefited in conjunction with soft tissue grafts in the same surgical area.

- d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
 - e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.
- (19) Oral Surgery services are covered once in a lifetime except removal of cysts and lesions and incision and drainage procedures, which are covered once in the same day.
 - (20) The following Oral Surgery procedure is limited to age 19 (or orthodontic limiting age): transseptal fiberotomy/supra crestal fiberotomy, by report.
 - (21) The following Oral Surgery procedures are limited to age 19 (or orthodontic limiting age) provided Orthodontic Services are covered: surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth, and surgical repositioning of teeth.
 - (22) Frenulectomy and frenuloplasty are only considered in cases of ankyloglossia (tongue-tie) interfering with feeding or speech as diagnosed and documented by a physician, or the frenum is contributing to the presence of a large diastema(s).
 - (23) Inlays/Onlays are limited to Enrollees age 12 and older and are covered not more often than once in any 60 month period except when We determines the existing Inlay/Onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
 - (24) Crowns are covered not more often than once in any 60 month period except when We determines the existing Crown is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
 - (25) Core buildup, including any pins, are covered not more than once in any 60 month period.
 - (26) Post and core services are covered not more than once in any 60 month period.
 - (27) Crown repairs are covered not more than once in any 6-month period. Crowns, inlays/onlays and fixed bridges include repairs for 24 months following installation.
 - (28) Denture Repairs are covered not more than once in any 24-month period except for fixed Denture Repairs which are covered not more than once in any 60 month period.
 - (29) Prosthodontic appliances, implants and/or implant supported prosthetics that were provided under any Delta Dental program will be replaced only after 60 months have passed, except when We determine that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Fixed prosthodontic appliances are limited to Enrollees age 16 and older. Replacement of a prosthodontic appliance and/or implant supported prosthesis not provided under a Delta Dental program will be made if We determine it is unsatisfactory and cannot be made satisfactory. Diagnostic and treatment facilitating aids for implants are considered a part of, and included in, the fees for the definitive treatment. Our payment for implant removal is limited to one (1) for implant site per lifetime whether provided under Delta Dental or any other dental care plan.
 - (30) When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.
 - (31) Recementation of Crowns, Inlays/Onlays or bridges is included in the fee for the Crown, Inlay/Onlay or bridge when performed by the same Provider/Provider office within six (6) months of the initial placement. After six (6) months, payment will be limited to one (1) recementation within six (6) months by the same Provider/Provider office.

- (32) We limit payment for dentures to a standard partial or complete denture (Enrollee Coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post delivery care including any adjustments and relines for the first six (6) months after placement.
- a) Denture rebase is limited to one (1) per arch in a 24-month period and includes any relining and adjustments for six (6) months following placement.
 - b) Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment or reline, adjustments are limited to one (1) per arch in a 6-month period and relining is limited to one (1) per arch in a six (6) month period.

Immediate dentures and immediate removable partial dentures include adjustments for three (3) months following installation. After the initial three (3) months of an adjustment or reline, adjustments are limited to once per arch in a six (6) month period and relining is limited to one (1) per arch in a six (6) month period.

- c) Tissue conditioning is limited to two (2) per arch in a 12-month period. However, tissue conditioning is not allowed as a separate Benefit when performed on the same day as a denture, reline or rebase service.
 - d) Recementation of fixed partial dentures is limited to once in a 6-month period.
- (33) Limitations on Orthodontic Services:
- a) The maximum amount payable for each Enrollee is shown in Attachment A.
 - b) Orthodontic Benefits will be provided in two (2) payments after the person becomes covered (the initial payment at the banding date and the second in 12 months); however, for treatment plans of less than \$500 or when the treatment plan is 12 months or less, one (1) payment will be made.
 - c) Benefits are not paid to repair or replace any orthodontic appliance received under this plan.
 - d) Benefits are not paid for orthodontic retreatment procedures.
 - e) Orthodontic treatment must be provided by a licensed dentist. Self-administered orthodontics are not covered.
 - f) The removal of fixed orthodontic appliances for reasons other than completion of treatment is not a covered benefit.

Exclusions

We do not pay Benefits for:

- (1) treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
- (2) cosmetic surgery or procedures for purely cosmetic reasons.
- (3) maxillofacial prosthetics.
- (4) provisional and/or temporary restorations (except an interim removable partial denture to replace extracted anterior permanent teeth during the healing period for children 16 years of age or under). Provisional and/or temporary restorations are not separately payable procedures and are included in the fee for completed service.
- (5) services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn children for medically diagnosed congenital defects or birth abnormalities.
- (6) treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, complete occlusal adjustments or Night Guards/Occlusal guards and abfraction.

- (7) any Single Procedure provided prior to the date the Enrollee became eligible for services under this plan.
- (8) prescribed drugs, medication, pain killers, antimicrobial agents, or experimental/investigational procedures.
- (9) charges for anesthesia, other than General Anesthesia and IV Sedation administered by a Provider in connection with covered Oral Surgery or selected Endodontic and Periodontal surgical procedures. Local anesthesia and regional/or trigeminal bloc anesthesia are not separately payable procedures.
- (10) extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
- (11) fixed bridges and removable partials for Enrollees under age 16.
- (12) interim implants, endodontic endosseous implant and Extraoral implants.
- (13) indirectly fabricated resin-based Inlays/Onlays.
- (14) charges by any hospital or other surgical or treatment facility and any additional fees charged by the Provider for treatment in any such facility.
- (15) treatment by someone other than a Provider or a person who by law may work under a Provider's direct supervision.
- (16) charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, x-ray duplications, cancer screening or tobacco counseling.
- (17) dental practice administrative services including, but not limited to, preparation of claims, any non-treatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
- (18) procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
- (19) any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and not a covered Benefit.
- (20) Deductibles, amounts over plan maximums and/or any service not covered under the dental plan.
- (21) services covered under the dental plan but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.
- (22) services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) except as provided under the Orthodontic Services section, if applicable.
- (23) services for any disturbance of the Temporomandibular (jaw) Joints (TMJ) or associated musculature, nerves and other tissues) except as provided under the TMJ Benefit section, if applicable.
- (24) missed and/or cancelled appointments.
- (25) actions taken to schedule and assure compliance with patient appointments are inclusive with office operations and are not a separately payable service.
- (26) the fees for care coordination are considered inclusive in overall patient management and are not a separately payable service.

- (27) dental case management motivational interviewing and patient education to improve oral health literacy.
- (28) non-ionizing diagnostic procedure capable of quantifying, monitoring and recording changes in structure of enamel, dentin, and cementum.
- (29) extra-oral - 2D projection radiographic image and extra-oral posterior dental radiographic image.
- (30) diabetes testing.
- (31) corticotomy (specialized oral surgery procedure associated with orthodontics).
- (32) the fee for teledentistry services are considered inclusive in overall patient management and are not a separately payable service.
- (33) Antigen or antibody testing.
- (34) counseling for the control and prevention of adverse oral, behavioral and systemic health effects associated with high-risk substance use.



CITY OF MIRAMAR

OFFICE OF THE CITY MANAGER

ROUTING SHEET

DATE	11/16/2021
SUBJECT	Delta Dental Agreement
FROM	Randy M. Cross, Director of Human Resources

ROUTE APPROVAL/SIGNATURE						
NAME	SIGNATURE	DATE	APPROVED	DENIED	N/A	COMMENTS
Randy M. Cross, Director of Human Resources	DocuSigned by: <i>Randy Cross</i> DD1CDBC9421E4CF	11/16/2021	☒	☐	☐	
Alicia Ayum, Procurement Director	DocuSigned by: <i>Alicia Ayum</i> A8B8C3A7E2E400	11/17/2021	☐	☐	☐	
Rafael Sanmiguel, Director of Management & Budget	DocuSigned by: <i>Rafael</i> A04C930AD0054F0	11/18/2021	☒	☐	☐	
City Attorney	<i>[Signature]</i>	11/23/21	☒	☐	☐	
Whittingham O. Gordon City Manager	<i>[Signature]</i>	11/29/21	☒	☐	☐	
City Clerk			☐	☐	☐	
Return To:	Narva Barrett-Forbes				DATE	



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT**

To: Whittingham Gordon, City Manager

Thru: Denise Gibbs, CMC, City Clerk

Thru: Alicia Ayum, Procurement Director

From: Randy Cross, Human Resources Director

Date: November 18, 2021

Re: Master Service Agreement – Delta Dental Insurance

Please find attached for your review and signature, Delta Dental's Master Services Agreement as approved by Commission in Resolution No. 21-170 on September 29, 2021. The City provides dental insurance for its employees, retirees and dependents. Delta Dental will provide claims administration and insurance services beginning January 1, 2022 for an initial term of three years, with three one-year renewal options.

The initial contract term is an amount not to exceed \$1,766,000. Costs for Calendar Year 2022 is in an amount not-to-exceed \$575,000.

This agreement does incur a fiscal impact. Revenue will be deposited in accounts #501-90-000-519-000-603025 HMO; 501-90-00-519-000-604922 PPO Claims; and 501-90-00-519-000-604944 PPO Admin fees.

The contract administrator is Na'Imah Martin, Benefits Manager, Human Resources Department.

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
HUMANA INSURANCE COMPANY
FOR
VISION INSURANCE SERVICES

This Agreement is entered into this 29 day of September, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Humana Insurance Company, a C corporation or individual with principal business address located at 500 W. Main Street, (hereinafter referred to as "Contractor").
Louisville, KY 40202

WHEREAS, on April 22, 2021, the City issued Request for Proposals No. 21-04-18 ("RFP") for "Vision Insurance Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, whose Proposal was most advantageous to the City; and

WHEREAS, on September 29, 2021, through adoption of Resolution No. #R7506, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1 **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2 **SCOPE OF SERVICES**

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP attached hereto as Exhibit "A", e Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents, or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3 **COMPENSATION**

3.1 City agrees to pay Contractor a fee for the Services as outlined in Section 3-3 of the RFP and the Proposer's proposal and any negotiated changes agreed upon as outlined in Exhibit B.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place, Miramar, FL 33025
Telephone: 954-602-3058
Email: apinvoices@miramarfl.gov

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the claim information, the Services performed, and the authorization for the Services provided. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services.

SECTION 4 **TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall be for a period of three years and shall commence upon the date this Contract is executed by both parties, with the option to renew for three additional one-year terms.
- 4.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total of 180-days.

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar day's written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 30 calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION**

- 7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.
- 7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE**

- 8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.
- 8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):
 1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
 2. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 per accident for bodily injury by accident or disease.
 3. Workers' Compensation: Statutory.

8.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement for Commercial General Liability against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required Commercial General Liability insurance policy to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in the Contractor's Commercial General Liability policy. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9
NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Humana Insurance Company
500 West Main Street
Louisville, KY 40202

FOR CITY:

**City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115**

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790

SECTION 10
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY, with the exception of all claims and related information. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 11 **SCRUTINIZED COMPANY**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List,

- or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 12

MISCELLANEOUS

12.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

12.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

12.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

12.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 13
AUDIT AND INSPECTION RIGHTS

13.1

13.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

13.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

SECTION 14
AGREEMENT, AMENDMENTS AND ASSIGNMENT

14.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

14.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

14.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 15
E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

SECTION 16
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 17
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 18
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral

SECTION 22
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 23
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:


Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Vernon E. Hargray, City Manager

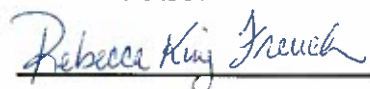
This day 29 of November, 2021

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR

WITNESSES:


Print Name: Rebecca King French


Print Name: Elizabeth Jagger Davis

By: 
Ellen R. Sexton, Senior Vice President, Specialty

Date: November 2, 2021

By: Humana Insurance Company

City of Miramar
Dental PPO Administrative Fee Renewal & DHMO Renewal
Actuarial Funding Rates for Dental PPO 2026

ATTACHMENT 3

DPPO Estimated Claim Projection 2026	\$609,660
DPPO Estimated Administrative Fees	\$20,470
DHMO Costs	\$80,560
Total	\$710,690

Humana Vision		Projected Costs 2026	
Vision Plan Annual Cost		\$	114,845
Contingency - 5%		\$	120,587