

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

Meeting Date: September 29, 2021

Presenter's Name and Title: Randy Cross, HR Director

Prepared By: Randy Cross, HR Director

Temp. Reso. Number: #7505, APPROVING A THREE-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS BETWEEN THE CITY AND DELTA DENTAL FOR GROUP DENTAL PLANS FOR CITY EMPLOYEES AND DEPENDENTS IN AN AMOUNT NOT-TO-EXCEED \$575,000 FOR CALENDAR YEAR 2022 AND AN AMOUNT NOT-TO-EXCEED \$1,766,000 FOR THE INITIAL TERM OF THE CONTRACT; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS. Randy Cross, Director of Human Resources

Item Description: The City provides dental insurance coverage for its employees, retirees and their dependents. The City's current provider of dental insurance, Delta Dental, contract expires at the end of calendar year 2021. The City issued RFP No. 21-04-17 on April 20, 2021 and received eight responses. A selection committee evaluated the responses and, after short listing and presentations, ranked Delta Dental as the highest ranked, responsive and responsible proposer with an amount not-to-exceed \$575,000 cost for calendar year 2022 and an amount not-to-exceed \$1,766,000 for the initial term of the agreement. The agreement is for a term of three years with two, one-year renewal options.

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 ☐

REMARKSREMARKS: Funding for the contract is budgeted annually in the Health Insurance Fund, Fund 501. For FY2022, the budget is included as follows: \$98,500 in account number 501-90-000-519-000-604921 (Dental HMO Claims); \$518,600 in 501-90-000-519-000-604922 (Dental PPO Claims) and \$30,000 in 501-90-000-519-000-604944 (Dental Claims Admin).

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR #7505**
 - **Exhibit A: Agreement with Delta Dental**
 - **Exhibit B: Delta Care HMO Agreement**
 - **Exhibit C: Delta Dental Master Service Agreement**
 - **Attachment 1: Employee Dental Insurance RFP No 21-04-17 Score Sheet**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: *ve* Vernon E. Hargray, City Manager *ve*
BY: Randy Cross, HR Director
DATE: September 23, 2021
RE: Temp. Reso. No. 7505, Employee Dental Insurance

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7505, approving and authorizing the execution of an agreement between the City and Delta Dental for employee dental insurance coverage.

ISSUE: City Commission approval is required to authorize a contract with Delta Dental for dental insurance coverage for City employees, retirees, and dependents.

BACKGROUND: The City provides dental insurance coverage for its employees, retirees, and their dependents. The City's current provider of dental insurance, Delta Dental, contract expires at the end of calendar year 2021. The City issued RFP No. 21-04-17 on April 20, 2021, and received eight responses:

1. Aetna
2. Cigna
3. Delta Dental
4. Humana
5. Life Craft Financial
6. MetLife
7. Solstice Benefits
8. The Standard Insurance Company

Points were awarded for local preference to Aetna and Humana and none of the proposers were awarded points for CBE/SBE preference points. A selection committee comprised of City staff and union leadership evaluated the responses and, after short

listing and presentations, ranked Delta Dental as the highest ranked, responsive, and responsible proposer.

DISCUSSION: Staff negotiated a contract with Delta Dental for a term of three years with three, one-year renewal options. The annual cost for the employee dental program is comprised of the PPO self-insured plan which includes an administrative fee and claim utilization, and the HMO premiums.

Staff negotiated the following additional terms that are incorporated into the agreement:

- The contract includes a negotiated reduction in the PPO administrative fees and HMO premium rates which is determined by a per employee/ per month (PEPM) formula. The HMO premiums were reduced from \$80,459 to \$78,390 and the PPO administration fee was reduced from \$28,574 to \$16,000.
- \$10,000 wellness reimbursement to assist with employee and retiree dental health education
- Onsite dental preventive cleaning pop-up provided at least twice per year, in partnership with the City's Employee Health and Wellness Center
- Ask Delta Dental days
- Home mailers reminding participants of their dental benefits and other plan services
- Two-year rate guarantee on the PPO administration fees, and three-year rate guarantee on the HMO premiums

The costs for the agreement are based upon the following:

- The total administrative cost for calendar year 2022, the first year of the new contract, is \$16,000 for the PPO administration fee and \$78,390 for the HMO; totaling \$94,390.
- Dental claims are projected at \$468,000 for the current calendar year. Projecting forward to next calendar year the claims for calendar year 2022 is anticipated to be \$480,000.
- The total cost not-to-exceed for calendar year 2022 is \$575,000

The anticipated amount not-to-exceed for the initial term of the agreement is \$1,766,000. The annual calendar amount will be included in the annual budget process.

Temp. Reso. No. 7505
9/20/21
9/22/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A THREE-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS BETWEEN THE CITY AND DELTA DENTAL FOR GROUP DENTAL PLANS FOR CITY EMPLOYEES AND DEPENDENTS IN AN AMOUNT NOT-TO-EXCEED \$575,000 FOR CALENDAR YEAR 2022 AND AN AMOUNT NOT-TO-EXCEED \$1,766,000 FOR THE INITIAL TERM OF THE CONTRACT; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City provides dental insurance coverage for its employees and their dependents; and

WHEREAS, the contract for the City's current provider of dental insurance, Delta Dental, expires at the end of calendar year 2021; and

WHEREAS, the City issued RFP No. 21-04-17 on April 20, 2021 and received eight responses; and

WHEREAS, a selection committee evaluated the responses and, after short listing and presentations, ranked Delta Dental as the highest ranked, responsive and responsible proposer; and

WHEREAS, staff and Delta Dental negotiated a contract for a term of three years with two, one-year renewal options; and

WHEREAS, the amount-not-to exceed for calendar year 2022 is \$575,000; and

Reso. No. _____

Temp. Reso. No. 7505
9/20/21
9/22/21

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the agreements with Delta Dental attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C" and to authorize the Human Resources Director to execute all appropriate contract documents with Delta Dental.

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 the agreement between the City and Delta Dental for a three year term with three one-year renewal options, which provides for a total annual premium cost in the amount not-to-exceed \$575,000 for calendar year 2022, and future calendar year amounts covered under this agreement will be included as part of the annual budget process, attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C" are approved.

Section 3: That the Human Resources Director is authorized to execute all appropriate contract documents, with such non-substantial changes deemed necessary and approved as to form and legal sufficiency by the City Attorney, and the appropriate officials are authorized to do all things necessary and expedient, in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7505
9/20/21
9/22/21

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 Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

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 ____ day of _____, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as "Contractor").

WHEREAS, on _____, 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 _____, 2021, through adoption of Resolution No. _____, 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:

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 _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 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: _____

By: _____

Print Name: _____

Date: _____

By: _____

REQUEST FOR PROPOSALS

EMPLOYEE DENTAL INSURANCE COVERAGE

**Health Maintenance Organization (HMO) and
Preferred Provider Organization (PPO)**

RFP No. 21-04-17



The City of Miramar City Commission:

**Mayor Wayne M. Messam
Vice Mayor Yvette Colbourne
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Alexandra P. Davis**

**Vernon E. Hargray, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: THURSDAY, APRIL 22, 2021

**CLOSING DATE AND TIME: Tuesday, May 25, 2021
AT 2:00 P.M. EST**

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INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

DUE TO THE COVID-19 PANDEMIC, ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA E-MAIL TO bids@miramarfl.gov OR VIA THE E-BIDDING MODULE ON DEMANSTAR AT WWW.DEMANDSTAR.COM

PROPOSALS DELIVERED IN PERSON OR MAILED TO THE CITY WILL NOT BE ACCEPTED.

1. Proposers can submit proposals via demandstar e-bidding module. Please see Section 1-2 for information on how to register with Demandstar
2. Please note the following instructions when submitting proposals **via e-mail**:
 - a) The subject of the e-mail must contain the solicitation number and the company's name as follows RFP 21-04-17 – (Company Name)
 - b) Submittals will be limited to the allowable size of an e-mail. Proposals that are large must be broken up in parts and labeled accordingly. Firms submitting a proposal in multiple e-mails must indicate this in the subject of the e-mail as follows RFP 21-04-17 – (Company Name) – PART 1 and the subject for the second e-mail must be RFP 21-04-17– (Company Name) – PART 2 etc.
 - c) An automatic confirmation e-mail will be sent for each e-mail received. If confirmation e-mail is not received after submitting proposal, please contact the Procurement Contact before the due date and time of the solicitation.
 - d) All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.
 - e) Proposals submitted at the same time for different solicitations must be e-mailed separately with the appropriate solicitation number and subject line information.

PLEASE NOTE THAT ONLY E-MAILS RECEIVED WITH PROPOSALS ATTACHED or SEALED BIDS SUBMITTED VIA DEMANDSTAR ON OR BEFORE THE DUE DATE AND TIME OF:

TUESDAY, MAY 25, 2021 AT 2:00 P.M. EST

WILL BE ACCEPTED. SUBMITTING A PROPOSAL IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY

MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, INTERNET OR TECHNICAL DIFFICULTIES OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED.

TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship on behalf of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

WEBEX OPENING OF PROPOSALS: Due to the COVID-19 Pandemic, the City will conduct opening of proposals received virtually on May 25, 2021 at 2:30 P.M. Webex instructions are as follows:

Meeting Link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=mf7dee8402fb53e9c791d6287bd594166>

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Meeting number (access code): 160 520 0470

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Best and Final" shall refer to a responsive proposal that contains a proposer's most favorable terms for price, services and products to be delivered.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "FCBE Firm" shall refer to a business that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a contractor who has a business location within Miramar, is in compliance with all City licensing requirements, and is current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and any amendments/ addenda thereto issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR PROPOSALS AND E-BIDDING

The City uses Demandstar platform to distribute solicitations and accept proposals and bids through e-bidding. Vendors that choose to access solicitations and submit responses to solicitations via Demandstar must register their business with DemandStar by completing registration online at www.demandstar.com or by calling (866) 273-1863.

DemandStar charges a nominal fee for distribution of solicitation packages and distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service.

Registration with DemandStar is optional and at the sole discretion of the Proposer. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation and can obtain a copy of the solicitation by contacting the City's Procurement Office.

To request the Solicitation from the City's Procurement Office, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number and e-mail address.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Office run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

Note: Vendors that are registered with DemandStar to receive solicitations from agencies in Broward County does not require a separate registration to receive solicitations from Miramar.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposal, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4

INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See also Section 1-5 below.

1-5

RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to the City's Procurement contact:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Sally Phanor
Procurement Specialist
Phone: (954) 602-3134
sphanor@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE (NON-MANDATORY)

A NON-MANDATORY Pre-Proposal conference will be held on **Tuesday, May 4, 2021 at 9:00 AM**. Due to the COVID-19 Pandemic this pre-proposal conference will be conducted virtually via Webex. Please see below the information to join the conference.

Meeting Link

<https://miramarfl.webex.com/miramarfl/j.php?MTID=mb0433ac53faba56daf058ac6ece41c7a>

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Access Code 160 451 2374

Join from a video system or application

Dial [1604512374@miramarfl.webex.com](tel:1604512374)

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial [1604512374.miramarfl@lync.webex.com](tel:1604512374)

Please note that all questions and request for clarifications about this RFP must be submitting in writing to the Procurement contact listed above by Thursday, May 6, 2021.

1-7

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above by the due date for requests for clarification. The request shall contain the requester's name, address, and telephone number.

2) The City's Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued; the Specifications or Scope of Services; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

1-8

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Vendor registration is not required.

c) Criminal Conviction Disclosure.

Any individual Proposer who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

e) Preference for Local Bidders.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for Businesses Employing Miramar Residents.

A vendor located outside of the City limits is considered equivalent to a City vendor and accorded the same preference if it employs a minimum of ten (10) full time equivalent ("FTE") City residents or City residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Preference for CBE, SBE and FCBE Firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a CBE, SBE or FCBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

h) Application of Preferences.

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

i) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the

City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT.**"

j) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT.**"

k) Non-Collusion Declaration.

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION.**"

l) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

m) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

n) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

o) Antitrust Laws.

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

p) Conflicts of Interest.

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

q) Collection of Fees and Taxes.

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9

MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract being made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10**LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time and prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11**SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12**COST OF PROPOSALS**

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13**ORAL PRESENTATIONS**

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14**EXCEPTIONS TO THE SOLICITATION**

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one (1) Proposal without exceptions and an alternate Proposal with exceptions.

1-15**PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION**

- a) Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law." Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3053.
- b) All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

1-16**EVALUATION OF PROPOSALS**

- a) Rejection of Proposal.
 - 1) The City may reject any Proposer's Proposal, and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.
 - 2) The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."
 - 3) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

- b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

- c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in any response to this Solicitation other than the timeliness of the response.

- d) Demonstration of Competency.

- 1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services

required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.

- 2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity.
- 3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17

NEGOTIATIONS

- a) The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.
- b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

AWARD OF CONTRACT(S)

a) Contract(s).

This RFP contains the form of **“AGREEMENT” to be entered into between the City and the Successful Proposer**. After award, a Contract similar to the Agreement in this RFP, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Proposal pursuant to this RFP until the Agreement has been executed by both parties thereto..

b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Specifications. The Successful Proposer shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

c) Independent Contractor.

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer’s sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180-day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension.

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-19

RIGHT TO APPEAL AWARD RECOMMENDATION

- a) After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.
- b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of

cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	Protest Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-20

RESULTING CONTRACTOR OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- b) Condition of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-21

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled "**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE."**

1-22

OTHER AGENCIES (PIGGYBACK CLAUSE)

The successful Proposer(s) from this RFP may permit any other municipality or government agency to contract with the Proposer under the same prices, terms, and conditions of the Agreement entered into with the City. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR EMPLOYEE DENTAL HMO AND PPO SERVICES

The purpose of this Solicitation is to establish a contract for the Services specified herein from an entity or entities that will provide prompt and professional Service. Specifically, the purpose is to select a Provider for Employee Dental HMO and PPO Insurance Coverage in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance.....	Thursday, April 22, 2021
Pre-Proposal Conference (Non-Mandatory).....	Tuesday, May 4, 2021 at 9:00 AM
(Due to the COVID-19 Pandemic the pre-proposal conference will be conducted virtually. Please see Section 1-6 for details to attend meeting)	
Deadline for Clarification Questions.....	Thursday, May 6, 2021
Proposals Due to City.....	Tuesday, May 25, 2021 by 2:00 PM EST
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3

TERM OF CONTRACT

The term of the contract resulting from this solicitation shall be for a period of three years and shall commence upon the date a Contract is executed by both parties, or if provided, the commencement date specified in the Contract, with the option to renew for three additional one-year terms.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, an additional 90 days for a maximum of 180 days for any Contract entered into

by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4

METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6

CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

2-7

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer 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 Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8

ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-9**POINT OF CONTACT**

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Sally Phanor
Procurement Specialist
Phone: (954) 602-3134
sphanor@miramarfl.gov

2-10**ACCEPTANCE OF CREDIT CARDS**

The City of Miramar has implemented a Purchasing Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the City may opt to use the P-Card (SunTrust Mastercard) as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Contractors shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

SECTION 3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The City of Miramar Human Resources Department is seeking a qualified and responsible insurance carrier to provide dental insurance services to employees, dependents, and retirees of the City of Miramar for the 2022 Plan Year. The successful proposer will offer a dental health maintenance network, preferred provider organization network, competitive rates, a high level of customer service and other benefits. The intent of this proposal is to provide Miramar employees with the best value of benefits, access to quality care, highly ranked practitioners and competitive rates and administration fees. Proposers are asked, at a minimum, to match the current benefit plan offering.

In addition to the standard services expected of dental carriers, the successful proposer will also be expected to participate in employee open enrollment meetings and communicate with the employees and their eligible family members about the services available at no cost to the City.

Please note that the City of Miramar has multiple employment contracts with multiple groups including unions.

3-2

CITY AND PROJECT BACKGROUND

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to approximately 140,328 residents to date. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

The City of Miramar offers its employees a comprehensive health and welfare program that includes group medical, dental, vision, life & AD&D, long term disability and supplemental insurance products. The City employs approximately 1,100 employees. Some employees are represented by different unions with different benefit levels and contributions. Covered groups will include active employees, retirees, COBRA participants and their eligible dependents.

The City of Miramar is in the last year of a five-year contract with Delta Dental for a self-insured administrative service only DPPO plan and for the fully insured DHMO plan. Both plans are subsidized significantly by the City of Miramar with a high level of participation and

utilization. Please see the Contribution spreadsheet and the census spreadsheet included in the attachments.

3-3

SCOPE OF SERVICES: AND SPECIAL REQUIREMENTS

The Successful Proposer shall:

1. Provide a description of the Proposer's customer service representatives, claims staff, and any other staff with a description of their customer service and claims experience and credentials or licensure.
2. Provide a description of the Proposer's entire claims process, including an explanation of the claim notification and the claim submission procedures through to the final resolution of the claim.
3. Include an electronic copy of all forms, including the Explanation of Benefits, utilized by the Contractor for this process on a CD or flash drive. The Proposal shall demonstrate that the Proposer's organization has guidelines and procedures to assure that claims and benefits payments are processed in a timely and accurate manner.
4. Offer enhancements, including performance measures or reporting, to claim processing and reporting that would better serve the City. The Proposal shall indicate which enhancements, if any, are included within the Cost Proposal or the amount of an additional charge associated with the enhancement.
5. Cover all covered groups as identified in the Scope of Services. For this solicitation, the covered groups are active employees, retirees, General Association of Miramar Employees (G.A.M.E.) Union, Police Benevolent Association (PBA), nonunion employees, COBRA participants and their eligible dependents.
6. Accept employee and Dependent eligibility as defined and determined by the City.
7. Cover Over Age Dependents until the end of the calendar year in which the dependent turns age 30.
8. Agree that Employees retiring from City employment can continue coverage through Retiree Continue of Coverage for as long as payment is made to the Third-Party Administrator on a timely basis.
9. Agree that Employees leaving City employment can continue coverage through COBRA based on Federal guidelines.
10. Agree that Employees and dependents losing coverage due to an employee's qualifying event can continue coverage through COBRA, based on Federal COBRA guidelines.
11. Agree that the City will not guarantee a minimum number of participants.

12. Agree to a premium rate guarantee for the first initial three-year term of the contract.
13. Agree that the City of Miramar will award a contract under this RFP directly to the carriers or companies that provide the requested services and will require a signature from an authorized representative with the authority to commit the carrier or company to all requirements of the RFP. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action.
14. Agree to hold an annual open enrollment with no late entrant provisions/penalties to future enrollees regardless of initial selection.
15. Agree to have City Benefits Manager or designee approve in advance, and in writing, all employee communications prior to disseminating by any method (print, electronic, web, etc.) to employees.
16. Agree to provide a minimum of one person to attend ALL annual open enrollment benefit fairs/meetings (estimated to be approximately 8 to 10 on-site meetings over a two-week period) and provide wellness and preventative care sessions to employees Meeting schedule will be set by the City.
17. Agree to update eligibility data within three (3) business days from receipt of such data.
18. Agree to notify the City of any issues arising within one (1) business day from the time of the data upload.
19. Agree to accept COBRA and Retiree eligibility files and remittance from Third Party Administrator, currently Benefits Outsource Inc.
20. Notify the City of any change in its financial rating by the A.M. Best rating service, the Standard & Poor's rating service, or any other industry rating service by which it is rated. Notification of such change shall be delivered by certified mail to the City no later than 3 business days after the Selected Proposer has been apprised of such change.
21. Adhere to generally accepted standards (as suggested by the National Committee for Quality Assurance "NCQA") for the consideration and credentialing of providers in its networks.
22. Perform a Geo Access analysis on no less than an annual basis and make reasonable efforts to contract with additional providers where minimum access standards are not met.
23. In the event of any claim or suit filed against the City for decisions made by the City in reliance upon the decisions of the Selected Proposer or for any wrongful or negligent acts or omissions of the Selected Proposer, its employees, and its sub-carriers the Selected Proposer shall hold harmless and indemnify the City, its employees, agents, and successors from all liability and expenses (including attorney's fees) and shall, at its own expense, fully cooperate with the City by providing any Information or testimony necessary for the defense of such claim or suit. This assistance may include but not be

limited to, providing all information in its possession including books, records, and documents, which may be relevant to the defense of any such claim subject to HIPAA requirements.

24. Accept electronic file transfers from the system of record used by the City of Miramar during open enrollment and as frequently as required for new enrollments, payroll, etc.
25. Have significant experience administering claims and providing similar services listed in this RFP with groups of 1,000 employees or more.
26. Have enough provider networks in areas in which City employees and retirees reside. Retirees and out-of-area dependents shall have significant access to providers and should be covered based on the same plan design as in-area participants. The network for the proposed plan should include a national network of providers while maximizing discounts to the plan.
27. Retain all fiduciary responsibilities including but not limited to responsibility for all appeals.

3-4

MINIMUM QUALIFICATIONS AND REQUIREMENTS:

1. Proposers shall be a Florida licensed Health Insurance Company, or any entity allowed under Florida Statutes to provide dental plans in the State of Florida.
2. Proposer and all subcontractors (if applicable) should have been licensed to transact the appropriate insurance and administrative products for at least 5 years in the State of Florida.

3-5

MANAGEMENT AND PERSONNEL

The Proposer shall include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.
 - c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
 - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
2. Identify staff who will be assigned to the City's account as primary account manager, claims manager, medical only adjuster, lost-time adjuster, litigation adjuster and nurse case manager and indicate whether each holds any certifications and licenses applicable

to the proposed Project. Provide resumes for each person that will be assigned to this Project. Proposer should note whether employees or subcontractor employees.

3. The Successful Proposer must provide details of any legal challenges experienced within the last five (5) years to any written examination, oral review boards, or scenario-based assessment centers. Documents must provide the full legal summary and resulting judgments or disposition.
4. Proposer must be operating as the same business entity for a minimum of five (5) years and have been successful in the business of all aspects of dental insurance and administrative services including staffing, training, software, and hardware continuously for a minimum of five (5) years.
5. Proposer must submit a total of five (5) Reference Questionnaires (See Section 5) completed and signed. This must include three (3) references from current clients and two (2) references from former clients. References must be comparable in size and nature to the City of Miramar (Government References are preferred).

3-6

SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-7

PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and score the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require one (1) or more oral presentation from one (1) or more of the Proposers, either before or after the initial scoring, and shall have the option to short-list and re-score after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final scoring, again based on the criteria and points set forth below, Contract negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest scoring firm, and to continue following this process until a

mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

Evaluation Categories	Points
A. Quality, Value and Member Service	25
B. Provider Disruption and Access	20
C. Client Services	20
D. Proposed Cost	25
E: References	10
F. City Local Preference	5
G. CBE/SBE Preference	<u>5</u>
Total Points	110

Quality, Value and Member Service (Category A) – Demonstrated ability to deliver high-quality services and preventive health programs to public agencies of similar size and/or scope based on past performance. The Service rating will be based upon the ability to deliver high-quality customer service to employees and their dependents, including availability of live customer service representatives and Web-based tools that help in determining benefit levels, decision support, Member education, and provider selection. Value added service provided by the carrier will also be considered along with the following:

- Ability to deliver on the RFP scope of services
- Premium rates / administration fees
- Performance guarantees
- Multiple Year Rate guarantees

Provider Disruption and Access (Category B) – Ability to duplicate the current network and maximize retiree access.

Client Services (Category C) - Administrative Support, Account Management and Service Team Ability to provide excellent administration support, and proactive and highly responsive Account Management services.

Scoring for Price/Fee Structure (Category D)

Lowest Cost Proposal divided by Proposer "X" Cost Proposal times maximum available cost points = Proposer "X" Cost Score

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Cost Points Available: 25

Calculation:

Firm "A": Lowest price and receives 25 points

Firm "B": $(\$10,000)/(\$15,000) \times 25 \text{ points} = 16.67 \text{ points}$

Firm "C": $(\$10,000)/(\$20,000) \times 25 \text{ points} = 12.5 \text{ points}$

NOTE: Points for this category will be based on the cost proposed to match the City's current Dental HMO and PPO plans.

Scoring for References (Category E):

Proposers must submit five (5) Reference questionnaires (See Section 5) completed and signed by the company providing the reference. Three (3) must be from current clients and two (2) must be from former clients. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/5 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm "A" submits 5 Reference Forms and is satisfactory in all areas

$1/5 \times 5 \text{ (reference sheets)} \times 10 \text{ (total possible points)} = 10 \text{ points}$

Example 2:

Firm "B" submits 4 Reference Forms and is satisfactory in all areas

$1/5 \times 4 \text{ (reference sheets)} \times 10 \text{ (total possible points)} = 8 \text{ points}$

3-8

CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the

Proposal.

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two (2) pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimum Qualifications

- Be licensed to do business in the State of Florida.
- Operating in Business for a minimum of five (5) years.

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Providers should include the following information in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.

2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.
3. If the Proposer is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Proposer's relationship with that firm, and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.
4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.
5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.
6. Provide information on Quality, Value and Member Service

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.
2. Provide information on provider disruption and access and client services.
3. Overall approach to Project.
4. Description of Services provided and approach to meeting goals and deadlines.

TAB 4: References checks with other clients.

Proposer must submit a total of five (5) Reference Questionnaires (See Section 5) completed and signed by the company providing the reference. This must include three (3) references from current clients and two (2) references from former clients. References must be comparable in size and nature to the City of Miramar (Government References are preferred).

TAB 5: Proposer Information

The Provider must respond to the Provider Information Form in Section 5 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This

section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost/Revenue Proposal

Costs/Revenues for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 4 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire term of the Contract.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are included in Section 5 below and must be completed and provided as part of any Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE.”

FORM CHECKLIST:

- 1) ____ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) ____ PRICE PROPOSAL SHEET
- 3) ____ PROPOSER INFORMATION FORM
- 4) ____ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 5) ____ DRUG-FREE WORKPLACE AFFIDAVIT
- 6) ____ ANTI-KICKBACK AFFIDAVIT
- 7) ____ NON-COLLUSIVE AFFIDAVIT
- 8) ____ NON-DISCRIMINATION AFFIDAVIT
- 9) ____ BUSINESS/VENDOR PROFILE SURVEY
- 10) ____ EXCEPTIONS AND DEVIATIONS FORM

SECTION 4
AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND

FOR

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

This Agreement is entered into this ____ day of _____, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as "Contractor").

WHEREAS, on _____, 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 _____, 2021, through adoption of Resolution No. _____, 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, 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 (attached as Exhibit "B") and any negotiated changes agreed upon.

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:

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 _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 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: _____

By: _____

Print Name: _____

Date: _____

By: _____

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 21-04-17 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
PROPOSER'S ORGANIZATION STRUCTURE:	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
EMAIL: _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE for (Tab 4)
CURRENT CLIENTS (3 REFERENCES)

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Excellent, Good or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the carrier's ability to deliver quality insurance services and a strong provider network?		
2	How would you rate the experience of the firm's account management and customer services team?		
3	How would you rate the timeliness of the insurance carriers' ability to complete deliverables? i.e. renewals, claim reports, etc.		
4	How would you rate the carrier's overall quality of services?		
5	Would your agency use this carrier to provide insurance services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

***This form must be completed and signed by the person providing the reference.**

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE for (Tab 4)
FORMER CLIENTS (2 REFERENCES)

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the carrier's ability to deliver quality insurance services and a strong provider network?		
2	How would you rate the experience of the firm's account management and customer services team?		
3	How would you rate the timeliness of the insurance carriers' ability to complete deliverables? i.e. renewals, claim reports, etc.		
4	How would you rate the carrier's overall quality of services?		
6	Would your agency use this carrier to provide insurance services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

 Signature

 Title

PRICE PROPOSAL SHEET (Tab 8)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

A. Proposers must propose the cost to match the City's current DHMO and PPO plans as well as:

- 1) A DPPO plan with a \$2,000 annual maximum and matching orthodontia maximum
- 2) A DPPO plan with an unlimited maximum or your highest maximum with an orthodontia maximum of \$2,000

Please note that for the purpose of evaluating this RFP, the City will use the cost proposed for matching the City's current DHMO and PPO Plans.

Please see Attachments to this RFP for information on the City's current plans

Tier Structure	Matching DHMO	Alternate Option 1	Alternate Option 2
Employee Only			
Employee + 1			
Employee + Child(ren)			
Employee + Family			

Tier Structure	Matching PPO	\$2,000 Annual Maximum	Unlimited or Highest Maximum
Employee Only			
Employee + 1			
Employee + Child(ren)			
Employee + Family			

B. The City is currently in the market to solicit several benefit products for employees. Proposers that have the capability to respond to multiple solicitations to offer different products may also submit discount rate sheet(s) describing such discounts if they were to be the successful proposer to provide more than one product. These discount rate sheets must be submitted separately and sealed and labeled as such. Proposers will not be evaluated based on these proposed discounts and will be used in the process of negotiation if the proposer is the successful proposer.

Taxpayer Identification Number (TIN)

PROPOSER: _____
(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS
FORM SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE**

PROPOSER INFORMATION FORM (Tab 5)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number: _____
- (4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- _____
- _____
- _____
- _____
- _____
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- _____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

Exceptions and Deviations Form (Tab 6)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10a)

Please list all subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE / SBE/ FCBE Firms. Please specify the category for each subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10a)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10b)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

ANTI-KICKBACK AFFIDAVIT (Tab 10c)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn to (or affirmed) and subscribed before me
by means of ☐ **physical presence** or ☐ **online notarization**,
this ____ day of _____, ____ (year), by _____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (Tab 10d)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ ,
20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-DISCRIMINATION AFFIDAVIT (Tab 10e)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on 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 service delivery.

By: _____

Title: _____

Sworn to (or affirmed) and subscribed before me

by means of ☐ **physical presence** or ☐ **online notarization**,

this ____ day of _____, ____ (year), by _____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10F)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).

A copy of FCBE Certification must be attached to this form

**Business is claiming local Business Preference YES _____ NO _____
(Choose below as applicable)**

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP

Response.

- ☐ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees (in the company's local workforce Broward and Miami-Dade Counties), of which _____ are full time equivalent Miramar residents.

Signature Title Date

Sworn to (or affirmed) and subscribed before me

by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, ____ (year), by _____.

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

QUESTIONNAIRE
WRITTEN RESPONSES MUST BE LESS THAN 200 WORDS

1. Provide basic information for proposing company:
 - a. Number of years in the Dental Health Maintenance Organization (HMO) & Preferred Provider Organization (PPO) business
 - b. Total number of current employees
 - c. Average seniority of current employees
 - d. Describe the company's organization, philosophy, management.
2. List Key Members of proposed Account Team who will provide professional, customer service and/or technical support services on this contract. Include:
 - a. Name and contact information.
 - b. Job title and number of years of service with your organization and brief resume covering at least the last 5 years.
 - c. Location of the office they will be working from.
3. Do you agree to provide monthly, quarterly, and annual reporting?
 - Enrollment: Monthly
 - Premium: Monthly
 - Claims: Monthly
 - Utilization: Quarterly, Semi-Annual and Annual
4. What are the most recent ratings for your company by the following?
 - Standard and Poor's
 - A.M. Best
 - Moody's
5. Has there been any downgrade in your ratings in the last two (2) years?
6. If you are not rated by one or more of these organizations, please state so.
7. Describe any current or pending litigation involving your organization. Please confirm if any current or pending litigation(s) will not disrupt future business arrangements and operations.
8. Are the DPPO and DHMO networks solely owned and operated by your organization? If not, explain the contractual relationship you have with outside parties.
9. Are your provider contracts based on exclusive arrangements? Include any leasing arrangements currently in effect.
10. Indicate if you expect any operational, systems or organizational changes with your company over the next twenty-four (24) months. Attach a high-level project plan.
11. Discuss any technological improvements your organization has planned for 2021 and 2022 (e.g., Internet related services, online eligibility, etc.) and the impact on enrolled Members.

12. Provide information as to the recent history of increases in your negotiated fees (past 3 years) and your expected percentage fee increases for providers over the next 3 - 5 years for both the DHMO and DPPO plans.
13. Does the contract provide the plan sponsor the right to audit the performance of the plan and services provided?
14. Indicate what services, records and access will be made available to the plan sponsor at no additional charge.
15. Indicate frequency and notice requirements that are part of the right to audit provision.
16. Please explain what happens when an enrollee obtains services outside the DHMO network. Are there any situations in which benefits are payable?
17. Describe the coverage portability for DHMO members who temporarily reside, work or experience emergencies outside their home state.
18. Describe how work in progress will be covered during the following:
 - At the time of plan transition.
 - In the event the plan is terminated.
19. How will orthodontic claims be adjudicated and what portions of claim expenses will be honored?
20. Do general dentists in your DPPO and DHMO networks act as gatekeepers for specialists' service? Describe the referral process.
21. What are your selection criteria for providers?
22. What is the standard required amount of malpractice coverage (individual and aggregate)?
23. Please describe your provider credentialing and recredentialing process. Does it meet the standards of any national organization?
24. How often are contracts renewed with Network Providers?
25. Please describe how enrollees are notified when a provider drops/leaves your network.
26. Do you anticipate any significant changes to the network in the next two (2) years?
27. Please provide National Network turnover for the last two (2) years.
28. Can the City or plan participants nominate providers to be considered for inclusion in the DHMO or DPPO network panel?
29. How do you monitor provider compliance with policies and protocols?
30. Are there any dental services or specialties which are not available in your DHMO

or DPPO network in any of the areas in which there are plan participants based on the census provided? If so, what are they? What provisions are made for patients requiring these services?

31. How do you propose to provide services to outlying areas?
32. Can family members choose different DHMO dentists, or must all family members choose the same DHMO dentist?
33. Do your provider contracts prohibit providers from balance billing patients for amounts over any negotiated charges?
34. Does the DHMO have a formal utilization review program consisting of pre-authorization? Are there written guidelines that are provided to network dentists?
35. Describe how participants select network providers. Do you provide member support services for selecting and/or locating network dentists and for answering provider credential questions that members may have? Do you have on-line access to network provider listings and locations to assist members with provider selection? What other member services are provided regarding provider selection assistance?
36. Is your provider directory available on the internet? If so, at what web address? How often will revised directories be made available to the client?
37. At what frequency, and under what conditions, can an employee in the DHMO plan change providers?
38. Do you have quality and utilization management programs that meet the standards of a national organization (e.g. NCQA)? If so, please describe including quality assurance provider measures and accountabilities.
39. Do you maintain utilization and quality management committees? If so, describe their responsibilities. Do they include dentists and how often do they meet?
40. How do you identify providers who are providing inappropriate care? How do you assure appropriate quality care by dentists?
41. Describe the procedures in place to audit the quality of care being rendered by network providers. Include the following information:
 - Percent of Dentists Audited Annually Percent of Random Audits Performed
 - Percent of audits performed or reviewed by independent agents.
 - Provide name, credentials and role of independent auditors.
 - Is the right to audit included in your standard provider contracts?
 - Percent of contracts terminated due to result of audit
42. What is the location of the office that would handle the general servicing of this account?
43. Describe your quality assurance or audit program for customer service.
44. Will dedicated customer service representatives be assigned to this account?
45. Are customer service reps separated from the claim processing unit, or do claim

processors have customer service responsibilities?

46. Do customer service reps have on-line access to up- to-date claim processing information?
47. Do customer service reps have authority to approve claims? What are the hours of operation?
48. Please confirm whether your customer service personnel are U.S. based. If so, please confirm you will provide 30 days notification to the City should the customer service personnel ever be outsourced to another country.
49. What authority do customer service representatives have to resolve issues over the phone? Are customer service representatives authorized to make real time claim payment adjustments?
50. Do you record customer service calls?
51. Please define your process for handling issues that are not resolved in the initial call.
52. Can a Member leave a message at your Member service line after working hours? If yes, what is the protocol for responding to that call?
53. Describe the grievance protocols in place for plan participants. Do you have a response time goal for which to respond to claim and other questions and complaints?
54. Will you provide customized employee communication material at no additional cost? If not, what is the additional cost?
55. Indicate your ability to provide finalized communication materials, including a description of benefits and exclusions and limitations by the first week of October 2021.
56. What on-line services/functions will be made available to eligible employees via the Internet? (Indicate all that apply)
 - Claims Summary
 - Billing History
 - Administrative Costs
 - Provider Directory
 - Eligibility Summary
 - Enrollment Counts
 - Plan Details
 - Health Topics/Dental Information
 - Address Changes
57. Please provide your retroactive enrollment and termination policy including time limitations relative to processing retroactive eligibility adjustments.
58. Do you currently perform membership satisfaction surveys? If so, provide a copy of the latest results of the survey. Does an outside organization perform the survey? The survey should provide the percent of members who indicated that

they were “satisfied with the plan”.

59. What are your claim processing standards for turnaround time, procedural accuracy and financial accuracy? Provide actual results for the last two (2) years.
60. Describe your systems audits for identification of fraudulent claims.
61. Briefly describe the process you require to process eligibility information and what system requirements are needed. Confirm that you will accept electronic eligibility files.
 - a.) What are the required data elements for eligibility feeds from the City?
 - b.) What are your capabilities for loading and correcting data?
 - c.) Do you have the capability to enter corrections to eligibility records in real time?
 - d.) Please provide your desired eligibility file format/layout.
 - e.) Do you have a website that details information about your policies and procedures for accepting and sending EDI transactions?
62. Will you process run out claims in the event the DPPO Administrative Services Only (ASO) contract with the City is terminated? If so, what is your proposed fee for processing run out claims and the time period?
63. Does your claim processing system have any protection against unbundling and/or up-coding claims? If so, please describe in detail.
64. What are your administrative requirements for the self- funded plans (provide in detail)?
65. How is image scanning used in your claims adjudication system?
66. What percent of total claims are submitted to providers electronically?
67. What is the percentage of claims processed? What percentage of claims process without manual processing or human intervention?
68. Do you expect any changes to your claims system over the next 24 months (e.g., upgrades, replacement, location change, etc.)?
69. Please provide your performance standards including the targets and actual results for the most recent period for financial, processing and payment accuracy for your book-of-business.
70. What disaster recovery protocols does your company have in place?
71. Describe the way in which the banking arrangement works for an ASO arrangement. Include explanations of the nature of the account from which claims are paid (e.g., in whose name it appears, where it will be, the timing of the call for funds (e.g., as checks are issued, as they are cashed), any deposit amount required in the account, its term (weekly, monthly) how it is determined and any interest earned on the deposit, or on amounts held in the account until checks are cashed. In addition, please explain how excess deposits are handled during the term of the plan and when deposits are returned upon plan termination (including whether a deposit can be retained to pay for any deficit, etc.). If banking charges are not included and detailed separately in your minimum premium rate or/and

administrative fee and retention illustration, please provide an estimate of such charges and describe the basis on which they are made.

72. If your ASO plan does not require the use of a special bank account, but rather calls for funds on a single monthly bill, please explain the timing of such bill, when payment is due, the definition of claims due (checks issued or cashed) and what interest charges are made (or credits foregone) on such a program, relative to a conventionally insured plan. If your plan is not funded through a special bank account but rather on a lump sum basis, please explain any interest charges.
73. For your ASO plan, will you stockpile claims to a certain level before releasing them, so that the plan sponsor can fund claims less frequently?
74. What audits of reconciliations are done?
75. Provide a detailed list of services and supplies included in your proposed ASO fee.
76. List any additional services you will be providing under your fully insured and self-funded dental plans which were not requested in this RFP. Include a description of the research and other technical resources, including on-line databases and computer based analytical tools that you make available to your clients
77. Are there any services which you will not be providing to the City, which were required by this RFP?
78. Explain the methodology and data to be used for the renewal process. How will projected incurred claims and expenses be estimated for these plans? Please include a sample rate renewal development worksheet.
79. Please submit electronic samples of all available reports and state the frequency of each. Please identify any additional associated costs for each report.
80. Detail any underwriting provisions (rules) if any you will impose on Miramar.
81. Please provide electronic samples of your service agreement including Evidence of Coverage (EOC) or Summary Plan Documents (SPD) via CD or flash drive.
82. Will you produce ID cards for mailing? How long will it take after receipt of a clean eligibility file?
83. Are the ID cards customizable for Miramar at no additional cost?
84. Describe in detail the implementation timeline assuming a January 1, 2022 effective date and include the assigned tasks for all parties.
85. Indicate when your contracts / Certificates of Coverage /SPDs are issued in the plan year.
86. How do you handle retroactive enrollment and cancellations? What are your time limitations relative to processing retroactive eligibility adjustments?
87. Are you able to offer screenings at Miramar wellness events?

88. Describe how network specialists are reimbursed. Include any incentive based bonuses, withholds, retroactive capitations, etc.
89. How do you determine and define maximum allowable charges or “reasonable and customary” charges for non- PPO dentists (e.g., own data, a percentile of HIAA data, or relative value scale)?
90. How often are network fees, capitations and out-of- network allowances updated?
91. Are there financial incentives to network providers that are tied to utilization goals, specialty referrals, quality of care outcomes or other performance results? If so, please explain.
92. Do you reimburse assistant oral surgeons? If so, how do you determine the allowance for the specific surgery performed? What percentage do you use? If you use another method of reimbursement, please explain.
93. Can a claimant be privy to the payment schedule in advance of treatment? If so, how?
94. When you are the secondary payor in a COB situation, do you use your UCR profiles, reduced network fees, or those of the primary vendor in determining your level of reimbursement?
95. When participant coinsurance exists for DPPO plans, are providers obligated to limit their charge to participant’s coinsurance percentage of the discounted charge?
96. Are any arrangements made with dental suppliers and labs? Do you limit reimbursement for supplies (i.e., crowns, bridges, etc.) and equipment, or help network providers to purchase supplies at wholesale prices?
97. If someone received orthodontic treatment under the prior carrier ortho maximum of \$1,000, will they have access to an additional \$1,000 maximum, the full \$2,000, or no access at all?
98. Please provide the estimated price differentiation between resin and amalgam for restorative services.
99. Please share the maximum age for pediatric dentistry for the DHMO plan.
100. Do you offer virtual consults? If so, explain the program offered. Are additional fees assessed for this program?
101. Are you willing to send file feeds to the City’s designated wellness carrier? If so, is there an additional fee assessed for this service?
102. Describe how you have partnered with an employer’s wellness program, and services you have offered in support of their wellness program.
- 103.

SECTION 6 ATTACHMENTS

The following documents are attached to this RFP to provide additional information.

ATTACHMENT 1 - HMO Plan Design

ATTACHMENT 2 - PPO Plan Design

ATTACHMENT 3 - Contribution Schedule DHMO & DPPO / PPO Premium Equivalent Rates

ATTACHMENT 4- Employee Census

ATTACHMENT 5- Contract Renewal Documents / ASO Fees

ATTACHMENT 6 - Claims History



Date of Issuance: May 20, 2021

City of Miramar

Procurement Department

ADDENDUM No. 1

For

RFP No. 21-04-17

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

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above-named Request for Proposal ("RFP") issued on April 22, 2021.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No. 1 by including a signed copy of this form in each Proposal.

This addendum consists of (1) page (s)

The due dates and time of the RFP are amended as follows:

1. The due date and time for the RFP is changed from Tuesday, May 25, 2021 at 2:00 PM to **Wednesday, June 16, 2021 at 2:00 PM**. Please refer to the RFP package for instructions on how to submit a proposal.
2. The Webex opening of proposals will be conducted on **Wednesday, June 16, 2021 at 2:30 PM**. Please note that there are no changes in meeting link or access codes to join the meeting.

ADDENDUM ACKNOWLEDGEMENT

BY: _____
PRINT NAME SIGNATURE

COMPANY NAME: _____



Date of Issuance: May 25, 2021

City of Miramar

Procurement Department

ADDENDUM No. 2

For

RFP No. 21-04-17

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

Proposers are hereby notified that this Addendum No.2 shall be attached to and made part of the above-named Request for Proposal ("RFP") issued on April 22, 2021.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No.2 by including a signed copy of this form in each Proposal. (Please do not submit Attachments to this addendum in Proposal)

This addendum consists of (6) page (s)

QUESTIONS AND ANSWERS:

1. Is the City utilizing a broker or consultant for this RFP?

Answer: The City is utilizing Gelin Benefits Group as the Consultant for this RFP.

2. Is there a commission requirement for this RFP?

Answer: There are no commission requirements as part of this RFP. The Consultant is paid on a fee basis.

3. Would it be possible to provide the census in Excel format?

Answer: Yes. Census will be provided in excel format. See Attachment 4 to this Addendum No. 2

4. What is the amount of commissions that should be included for a broker of consultant?

Answer: Zero

5. Confirm the enrollment tiers or provide a revised census in Excel format that includes the enrollment tiers.

Answer: The City utilizes a 4-tier structure. Employee only, employee plus 1, employee plus children, and employee plus family. Census will be provided in excel format via e-mail from Procurement contact upon request.

6. Please provide a detailed Dental Plan Booklet which should contain full procedure placement, frequencies and limiting ages; OON allowances; Dependent Child/Student age.

Answer: Please see Attachment 1 to this Addendum 2, *Certificate of Coverage*

7. Funding rates for the PPO plan, and is the ASO fee included in the current Funding rates?

Answer: Please see Attachment 2 to this Addendum No. 2, *Delta Dental 2021 Renewal*. Please refer to Attachment 3 of the RFP (*Dental Contribution Schedule*) for funding rates.

8. If possible, please provide all Providers used within the last 12 months along with the total submitted charges and paid claims for each Provider?

Answer: Please see Attachment 3 to this Addendum No. 2, *Provider Disruption Report*.

9. **In addition to this Provider Disruption information, please provide from the current carrier with Financial Disruption information. IN this report, provide the following data elements in an Excel worksheet:**

- a. Provider Tax ID Number
- b. Provider Name
- c. Provider Address
- d. Provider City
- e. Provider Zip Code
- f. Provider Network Indicator for Current Carrier
- g. Claim Allowance
- h. Submitted Charge
- i. Paid Claim Amount

- j. Allowable Charge
- k. Dental Plan Indicator (if more than one plan is offered)
- l. Procedures by ADA codes if available

Answer: Please see Attachment 3 to this Addendum No. 2, *Provider Disruption Report*

10. Please provide a census in Microsoft Excel with the participating tiers (ee + spouse , ee + child , family) versus the number of dependents.

Answer: Census will be provided in excel format. See Attachment 4 to this Addendum No. 2

11. Please provide the Certificate of Coverage for the current dental PPO plan.

Answer: See Attachment 1 to this Addendum No. 2 – *Certificate of Coverage*

12. Are there additional material and lab fees associated with the copays in DHMO plan FL13A? If so, what is the threshold associated to them?

Answer: No

13. What are the current administration fees?

Answer: See Attachment 2 to this Addendum No. 2, *Delta Dental 2021 Renewal*

14. Please confirm dental funding arrangements the City would like to see from proposers, e.g., ASO, fully insured?

Answer: The PPO plan is self-insured with ASO and the DHMO is fully insured.

15. Please confirm the incumbent PPO dental plan out of network reimbursement

Answer: Maximum Allowable Charge or MAC

16. If current PPO dental out of network reimbursement is not industry standard (i.e. it is Delta's proprietary method of calculating, instead of a typical MAC, 80th% U&C, 90thU&C), what should all vendors quote to ensure apples-to-apples comparison? (ie MAC, 80th% U&C, 90th% U&C)

Answer: Maximum Allowable Charge or MAC

17. Section 1-7 on page 11 references an Addenda Acknowledgement Form that needs to be provided with our RFP, please provide the additional required form.

Answer: Signing this addendum and submitting with proposal will suffice and be used as a replacement for the addendum form. (Please do not submit attachments)

18. Page 16, Section 1-14, the RFP references submitting two proposals. Please provide clarification about this provision as to what you are looking for in the two versions?

Answer: Vendors may take exception to parts of the RFP and choose to submit a second proposal demonstrating what the proposal would look like with the exceptions taken. This proposal must be clearly labeled as an alternative proposal. Some vendors list the exceptions by using the Exception and Deviations Form.

19. On page 27 and 72 it references providing certain samples on a flash drive or CD-ROM, please confirm it only needs to be provided electronically.

Answer: Correct. Samples need to be provided electronically. However, if the items are too large to send via email, it must be sent in a format that can be received by procurement.

20. Section 3-7 on page 31 states that access and disruption will make up part of the evaluation score however a Geo Access criterion and a disruption file were not provided. Please provide the Geo Access criteria you would like us to use as well as the dental disruption file.

Answer: Please use the Access standard of 2 providers within 10 miles. See Attachment 3 to this Addendum No. 2 for Provider Disruption Report.

21. Section 3-8 – page 33, may we provide an additional section at the end of the required sections for any additional information we feel adds value to our proposal submission?

Answer: Yes.

22. Please confirm that the Proposer's Disclosures of Subcontractors and Suppliers Form on pages 57 and 58 only need to be completed for subcontractors and suppliers hired to specifically work on the City of Miramar's RFP?

Answer: This form applies to Subcontractors and suppliers hired to specifically work on City of Miramar contract.

23. Will the City accept electronic signatures?

Answer: Yes, the City accepts electronic signatures.

24. Requesting certificates

Answer: See Attachment 1 to this Addendum No. 2, *Certificate of Coverage*

25. Please confirm fully insured or self-funded?

Answer: The dental PPO is self-funded, and the HMO is fully insured.

26. Please clarify census codes provided on for tier breakout (i.e. EE only election, ES etc)

Answer: Employee Only, Employee Plus 1, Employee + Spouse or children, Employee Plus Family.

27. Please clarify if census is electing individuals or total eligible. If only electing, please provide total eligible.

Answer: Census includes current enrollment, please see Attachment 4 to this Addendum No. 2. There are approximately 1,175 eligible.

28. Please confirm the City of Miramar is looking for ASO and/or fully insured contracts.

Answer: The dental PPO plan is self-funded and will remain self-funded.

29. Can modifications be made to the price proposal sheet to include additional alternates and/or funding arrangements for the DPPO products?

Answer: Prospective partners should closely follow the terms, conditions, and requirements of the RFP. Proposers may submit additional information.

30. Please confirm that the employee communications that require approval exclude explanation of benefits, HIPPA protected communications, or information that would be sent to employees to encourage them to visit the dentist like a reminder notice.

Answer: Confirmed

31. Is it the intent to have the City of Miramar approve any marketing materials prior to disseminating by any method (print, electronic, web etc) to employees?

Answer: The City prefers to see the material that will be sent to all employees prior to distribution.

32. Are there wellness programs in place?

Answer: The City currently uses Vitality as a wellness program and the current carrier has some wellness incentives in place. Please visit www.powerofvitality.com for more information. Employees earn points and or rewards for completing dental preventive screenings. There is no specific wellness program that comes with dental insurance.

33. Is the City currently using a credit card to pay for the dental premiums?

Answer: No. However, the City would like to have the option to pay via its SunTrust Mastercard P-Card Program.

34. What is the current out-of-network reimbursement level? It appears to Maximum Allowable Charge. Is this correct?

Answer: Yes.

35. Please provide detailed certificate of coverage of SPDs that have the plan frequencies and limitations.

Answer: Please see Attachment 1 to this Addendum No. 2, *Certificate of Coverage*

36. A network disruption is mentioned in the RFP. Will you release the provider network utilization report in excel format with the following data points?

- Provider Name (First and Last) and/or Facility with one of the following
- Address, City, State, Zip
- City, State, Zip
- Zip

Answer: Yes. Please see Attachment 3 to Addendum No 2, Provider Disruption Report
Disruption Report will be provided in excel format See Attachment 3 to this Addendum No. 2

ADDENDUM ACKNOWLEDGEMENT

BY: _____
PRINT NAME SIGNATURE

COMPANY NAME: _____

EXHIBIT “B”
ADDITIONAL NEGOTIATED TERMS AND CONDITIONS

- DHMO reduction in cost – 2.5% rate reduction was provided on the DHMO 13A
- Onsite preventive dental care at least twice per year at no cost to the City. Should be with an in-network provider so the claim can be billed directly through to Delta at no cost to the employee (cleanings, x-rays, etc) - Proposed Jet Dental. Jet Dental is a mobile clinic that requires a small space and will take the dental office to the you. They are a contracted PPO provider that will provide cleanings, x-rays, fillings etc. If they cannot perform a certain procedure, they will refer the employee to a contracted PPO specialist. All claims are submitted by them and there are no extra fees. Jet Dental will schedule a time to go through a demo and schedule a date that works for City of Miramar.
- 3-year rate guarantee- Agreed this was part of the proposal for both PPO and DHMO
- Agreed to Cleanings twice per year whenever that occurs (no longer measure on once every 6 months)
- Agreed to conduct “Ask Delta Dental” days with a dedicated rep available virtual and/or onsite to answer questions and assist with claims concerns at least once per month and additional days during open enrollment.
- Home mailer cleaning reminders @ no cost to the City – Agreed to mail a postcard using wellness budget for printing and mailing. Delta Dental will run a report and target members that have not received a cleaning in 7 months.
- Home mailers regarding tele dentistry benefit @ no cost to the City – Agreed to mail Postcards once a year as per our agreement during the negotiations meeting- mailing will be deducted from wellness budget
- Agreed to onsite health fair support and quarterly virtual webinar support

Plans and Rates

CITY OF MIRAMAR

DCUSA 13A	
Availability	This DeltaCare® USA plan design is available only to those employees who reside within network service areas in FL.
DeltaCare® USA Plan 13A	

Contract Type		Non-Retention (Non-Participating)				
Contract Term		01/01/2022 to 12/31/2024				
		Guaranteed				
Rate Effective Dates	From	01/01/2022				
	To	12/31/2024				
Enrollee only		\$14.61				
Enrollee + Spouse		\$24.42				
Enrollee + Child(ren)		\$25.83				
Enrollee + Family		\$39.78				
OR						
Enrollee only		\$14.61				
Enrollee + 1 Dependent		\$27.71				
Enrollee + 2 or More Dependents		\$36.64				
The above rates include 0.00% broker commission.						
Created Date: 8/18/2021. The above rates are not valid unless accompanied by the provisions in the attached pages.						

Assumptions and Guidelines

CITY OF MIRAMAR

DCUSA 13A

The rates quoted in this proposal are based on the information provided to Delta Dental at the time the proposal was released. This proposal is not a contract. If the group wishes to sign a contract with Delta Dental, it will be required to complete and sign a Group Application. Delta Dental's acceptance of a completed Group Application will be based on verification of group enrollment specifications.

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 Contractholder, the Premium amount 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.

Fully Insured Non-Retention Contract

Any profit or loss remaining at the end of the contract period will be absorbed by Delta Dental. The client assumes no liability in a loss situation.

Rate Guarantee

Rates are valid if purchased by the proposed effective date of 1/1/22. Delta Dental recommends 90 days advance notice for implementation.

Contribution and Participation

Rates assume the current employer contribution toward the employee cost and toward the dependent cost of coverage for all eligible employees.

Eligibility

Eligible employees may enroll on the first day of the month following completion of the employer's required eligibility period. Eligible employees who decline dental coverage may elect to enroll at the next open enrollment. The same requirements also apply for dependent coverage. Primary enrollees electing dependent coverage must enroll all eligible dependents in the dental program. Eligibility for employees and dependents is subject to all state laws or regulatory requirements. Enrollees eligible for optional continuation of group benefits under the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) may continue coverage as allowed by law.

Limitations and Exclusions

The proposed plan will be administered under Delta Dental's benefits, limitations and exclusions.

Program Design Detail

A complete listing of covered services and patient co-payments is included in the attached table.

Minor Variations in Plan Design

There may be minor state specific differences in the limitations, exclusions and governing administrative policies of the DeltaCare USA plans offered. Such variations are the result of legislative requirements of each state's regulatory body.

Single Dental Carrier

It is assumed that Delta Dental is to be the only dental carrier and that all primary enrollees (and their dependent enrollees) will be covered under our plan(s).

Florida Statutes

Delta Dental provides DeltaCare USA benefits as a Prepaid Limited Health Service Organization as described in Chapter 636 of the Florida Statutes.

Disclaimer

The proposed plan designs are based on the current limitations and exclusions, processing policies, and contract specifications.

* 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, MA, ME, MI, MN, NC, ND, NE, NH, OK, OR, RI, SC, SD, VA, VT, WA, WI, WY — Dentegra Insurance Company; AK, CT, DC, DE, FL, GA, KS, LA, MS, MT, TN and WV — 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, Inc.; 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.

Plans and Rates

CITY OF MIRAMAR

Delta Dental PPO		Program A Plan 1	
	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-Delta Dental Dentist
Basis for Member Cost Sharing	PPO Contracted Fees	Premier Contracted Fees	Program Allowance
Benefits			
Diagnostic & Preventive	100%	100%	100%
Sealants	80%	80%	80%
Space Maintainers	100%	100%	100%
Basic Restorative	80%	80%	80%
Oral Surgery	80%	80%	80%
Simple Extractions	80%	80%	80%
Endodontics	80%	80%	80%
Surgical Periodontics	80%	80%	80%
Non-Surgical Periodontics	80%	80%	80%
Major Restorative	60%	60%	60%
Prosthodontics-Fixed & removable	60%	60%	60%
Denture Repair, Reline, Rebase	80%	80%	80%
Implants	60%	60%	60%
Orthodontics – Child	50%	50%	50%
Orthodontics – Adult	50%	50%	50%
TMJ	Not Covered	Not Covered	Not Covered
Deductible (Annual deductible does not apply to Diagnostic, Preventive and Orthodontic Services)			
Per Patient / Calendar year	\$50	\$50	\$50
Per Family / Calendar year	\$100	\$100	\$100
Lifetime Ortho deductible/ Patient	\$50	\$50	\$50
Maximums			
Per Patient / Calendar year	\$1500	\$1500	\$1500
Lifetime Ortho maximum/ Patient	\$1000	\$1000	\$1000

Waiting Periods (Calculated from each primary enrollee's effective date in a dental program as reported by the employer)			
Oral Surgery, Endo, Perio	NA	NA	NA
Orthodontics	NA	NA	NA
Major Restorative, Prosthodontics	NA	NA	NA

Contract Type		ASC (Self-Funded)				
Contract Term		01/01/2022 to 12/31/2024				
		Guaranteed				
Rate Effective Dates	From	01/01/2022				
	To	12/31/2024				
PEPM		\$2.00				
The above rates include \$0.00 PEPM broker commission.						
In addition to the PEPM administrative charge, Delta Dental's administrative charge for Premier network claims savings is equal to the savings derived from Premier network utilization relative to 90th Percentile.						
Created Date: 08/09/2021. The above rates are not valid unless accompanied by the provisions in the attached pages.						

Assumptions and Guidelines

CITY OF MIRAMAR

Program A Plan 1

The rates quoted in this proposal are based on the information provided to Delta Dental at the time the proposal was released. This proposal is not a contract. If the group wishes to sign a contract with Delta Dental, it will be required to complete and sign a Group Application. Delta Dental's acceptance of a completed Group Application will be based on verification of group enrollment specifications.

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 Contractholder, the Premium amount 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.

Maximum Contract Allowance

Contracted dentists are paid directly by Delta Dental and by agreement cannot bill the enrollee more than their contracted fee. Non-contracted dentists may not always accept Delta Dental's program allowance as payment in full. The enrollee is responsible for paying up to the non-contracted dentist's submitted charge.

Benefit payments for services rendered by non-contracted dentists are sent directly to the enrollee unless the payments are assigned to the dentist. It is the enrollee's responsibility to pay the non-contracted dentist if payment is not assigned to the dentist.

Program Allowance is an amount determined by a set percentile level of all charges for such services by Providers with similar professional standing in the same geographical area.

Self-Funded Contract

Delta Dental performs all the usual administrative functions without assuming any portion of the risk.

Rate Guarantee

Rates are valid if purchased by the proposed effective date of 1/1/2022. Delta Dental recommends 90 days advance notice for implementation.

Contribution and Participation

Rates assume the current employer contribution toward the employee cost and toward the dependent cost of coverage for all eligible employees.

Eligibility

Eligible employees may enroll on the first day of the month following completion of the employer's required eligibility period. Eligible employees who decline dental coverage may elect to enroll at the next open enrollment. The same requirements also apply for dependent coverage. Primary enrollees electing dependent coverage must enroll all eligible dependents in the dental program. Eligibility for employees and dependents is subject to all state laws or regulatory requirements. Enrollees eligible for optional continuation of group benefits under the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) may continue coverage as allowed by law.

Limitations and Exclusions

The proposed plan will be administered under Delta Dental's benefits, limitations and exclusions.

Dual Choice Quote

This proposal is contingent upon the primary enrollees having a choice between dental coverage under the Delta Dental fee for service plan and the DeltaCare® USA prepaid plan.

Deductibles and Maximums

Deductible and maximum amounts for in network and out of network are inclusive of each other and not in addition to.

Single Dental Carrier

It is assumed that Delta Dental is to be the only dental carrier and that all primary enrollees (and their dependent enrollees) will be covered under our plan(s).

Additional Benefits for Pregnancy

Pregnant enrollees are eligible for a benefit enhancement consisting of one additional oral evaluation and either one additional prophylaxis or one periodontal scaling/root planing procedure.

Missing Teeth

Restorative treatment and replacement of teeth extracted prior to the effective date are covered benefits.

Posterior Composites

Posterior Composites paid at the Amalgam Benefits.

Credits and Allowances

Delta Dental will reimburse the City of Miramar up to \$10,000 in the first 36 months of the contract for costs incurred for Wellness. Upon receipt of a detailed invoice, Delta Dental will provide reimbursement.

Disclaimer

The proposed plan designs are based on the current limitations and exclusions, processing policies, and contract specifications.

Delta Dental Insurance Company
P.O. Box 1803
Alpharetta, GA 30023
800-422-4234

DELTACARE® USA GROUP DENTAL SERVICE CONTRACT

Introduction

Contractholder has applied for a group dental service contract with Delta Dental Insurance Company ("Company"), on behalf of itself, and its affiliated companies, on the following terms:

- Contractholder will pay Us or Our Third Party Administrator ("Administrator"), the Premiums as shown on the *Group Information* section.
- Upon acceptance of the Contractholder's signed application and in consideration of payment of the first month's Premium, the term of this Contract will begin at 12:01 a.m. Standard Time on the Effective Date shown on the *Group Information* section and end on the Contract Term date at 12:00 a.m. Standard Time.

In consideration of payment of all Premium shown in the *Group Information* section, We agree to provide the Benefits described in the *Schedules* and any riders or attachments to the Certificate of Coverage ("COC") subject to the Contract terms. The COC and *Schedules* are attached and incorporated herein by reference. The parties will fulfill the obligations stated herein.

Terms such as "**We**," "**Us**" and "**Our**" refers to the Company or Our third party administrator. Additional terms have specific meanings and are described in the *Definitions* section of this Contract and the COC.

This Contract is issued and delivered in Florida and is governed by its laws.

We provide Benefits as a Prepaid Limited Health Service Organization, as described in Chapter 636 of the Florida Statutes.

City of Miramar

Executed this _____ day of _____, 20____

for the Contractholder at: _____

City and State

By: _____ Signature: _____

Delta Dental Insurance Company



Michael G. Hankinson, Esq., President

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Section 1. Definitions

Terms with capital letters appearing in this Contract will have the meaning given to them in the attached COC. In addition, the following terms will have these meanings:

Contract: This agreement between Us and the Contractholder including the COC and any attachments. This Contract constitutes the entire agreement between the parties.

Contract Term: The period during which this Contract is in effect, as shown in the *Group Information* section.

Contractholder: The entity that enters in to and executes this Contract to obtain dental benefits.

Effective Date: The date this Contract begins, as shown in the *Group Information* section.

Premium: The amount the Contractholder or an Enrollee, if applicable must pay for coverage and stated in the *Group Information* section.

Section 2. Duties of Company

2.01 We or Our third party administrator or other authorized representative will perform administrative functions necessary to ensure the provision of benefits for the Contractholder and its Enrollees. Such functions may include, but are not limited to, enrollment, premium billing, claims processing, providing a dental network, responding to inquiries and complaints that may arise under this Contract, and maintaining records.

2.02 In the absence of an amendment mutually agreed upon between the parties, no changes to this Contract will be made during a Contract Term.

Section 3. Duties of Contractholder

3.01 Reporting Enrollment

We will process enrollment as reported to Us by the Contractholder. On or before the Effective Date, the Contractholder will furnish Us, in writing or in an electronic format as agreed, a listing of eligible Primary Enrollees, and Dependent Enrollees, if applicable. Electronic format may be made by file transmissions, Our web tool or a combination of the two.

Thereafter, the Contractholder must furnish in an agreed format, a listing before the 10th day of each month indicating specific additions, changes or terminations made during the prior month. Otherwise, an Enrollee remains enrolled until We receive notice of the termination. If the Primary Enrollee loses coverage or makes any change that affects an Enrollee's eligibility, We must be promptly notified of such change.

The Contractholder will notify Us of, in writing or in an electronic format, any requests for Premium adjustments for Enrollees who should have been terminated but for which no notice was provided to Us. Adjustments will be applied retroactively up to the immediately preceding 3 months plus the current billing month. We will not make any payment for services provided to an Enrollee who is not reported as an Enrollee when the service is provided.

We will not pay services provided to an Enrollee if Premiums are not paid for the month in which the dental services are rendered, except as stated in the Grace Period provision. We will not be obligated to recover claims paid to a Dentist as a result of retroactive eligibility adjustments. The Contractholder agrees to reimburse Us for any erroneous claim payments as a result of incorrect eligibility reporting by the Contractholder.

3.02 Audit

Upon Our reasonable written notice, the Contractholder will permit Us to audit books and records to confirm compliance with these provisions.

3.03 Eligibility Requirements:

Eligibility requirements are determined by the Contractholder and described in the COC. For additional eligibility assistance, contact the Customer Service at 800-422-4234.

3.04 Premiums

This Contract will be effective when We receive the first month's Premium. Subsequent Premiums are due the first day of each month.

In accordance with the *Group Information* section, Contractholder agrees to:

Collect Premiums by means of payroll deductions for Primary Enrollees and Dependent Enrollees voluntarily enrolled for Benefits.

Contractholder will remit one check each period as required.

Should an Enrollee voluntarily cancel enrollment and subsequently desire to re-enroll, all Premiums retroactive to the date of cancellation (but not to exceed 12 months) must be paid before the Enrollee will be reenrolled.

For enrollment additions, Contractholder will remit a full month's Premium for Enrollees whose coverage is effective on the first through the fifteenth calendar day of a month. Premiums are not due to Us for Enrollees who are enrolled on the sixteenth through the last day of a month.

For enrollment terminations, Contractholder will remit a full month's Premium for Enrollees whose coverage is terminated on the sixteenth through the last calendar day of a respective month. Premiums are not due to Us for Enrollees whose enrollment is terminated on the first through the fifteenth day of a month.

In the event enrollment is cancelled by Us, We will return the pro-rata portion of the Premium which corresponds to any unexpired period for which payment had been received, less any amounts due on claims, if any, less any amounts owed to Us. This provision will not apply in instances of Enrollee fraud or deception in obtaining Benefits for themselves or others.

3.05 If this Contract is terminated before the end of a Contract Term, Contractholder will pay additional charges as provided under this Contract.

3.06 For each Premium after the first, a grace period of 30 days from the due date will be allowed for the payment of the Premium. This Contract will continue in force during this period. If the Premium remains unpaid at the end of the grace period, this Contract will terminate in accordance with the termination notice requirements. Any payment received after 90 days of the due date will be subject to interest charges at an annualized rate equal to one percentage point above the then current 3 month U.S. Treasury Bill rate, which interest will commence accruing as of the first day following the end of the grace period.

3.07 **Certificates and Notices**

We will furnish the Contract, COC, *Schedules* and any attachments to the Contractholder which will set forth the essential features of the dental coverage.

Contractholder will provide Primary Enrollee the COC supplied by the Us.

Contractholder will distribute any Enrollee notices from Us which may affect their rights under this Contract.

Section 4. Renewal and Termination

4.01 **Renewal**

The initial term of this Contract will be for the period set forth on the *Group Information* section and will renew thereafter on terms indicated in the renewal information provided to the Contractholder as long as We make this plan available at renewal.

4.02 Either party may elect not to renew this Contract provided proper notice is given in accordance with the terms of this Contract.

We may change the Premium amount whenever the terms of the Contract are either changed or Benefits are updated provided the current Premiums have been in effect for a minimum of 12 months and We have provided at least 45 days advance notice.

We will provide 60 days advance written renewal notice prior to the end of the Contract Term indicating if Premiums and/or coverage will change. In the absence of the Contractholder's notice to non-renew, receipt of the renewal Premium constitutes acceptance of the renewal and its terms. If the Contractholder fails to provide written notification to Us of non-renewal by the date indicated in the renewal letter and/or does not pay the Premiums indicated in the renewal notice with the new Contract Term, We will terminate this Contract.

4.03 **Termination**

This Contract may be terminated only for the following causes:

- By either party upon 60 days written notice at the expiration of a Contract Term.
- By Us:
 - Upon 30 days written notice, if the Contractholder fails to pay.
 - Upon 60 days written notice, in the event the minimum enrollment of 5 Primary Enrollees is not maintained or a reduction of 30% or more in the number of Primary Enrollees over 3 consecutive months occurs.
 - Immediately when there is fraud or misrepresentation by the Contractholder.

If termination is initiated by Delta, it will be without prejudice to any continuous loss which commenced while this Contract was in force.

4.04 In the event this Contract is terminated for nonpayment of Premium, all coverage will terminate and We will be released from all further obligations under this Contract, effective on the last day of the month in which written notice of termination is given. We will not be obligated to continue to provide coverage to any Enrollee except for completion of dental treatment commenced while this Contract was in effect.

4.05 **Reinstatement**

If any Premium is not paid in full within the time period granted for payment, a later acceptance of Premium in full by Us or by any agent duly authorized by Us to accept such premium, without requiring a reinstatement application in connection with the acceptance of the Premium in full, will reinstate this Contract; However, if We or such agent requires an application for reinstatement and issues a conditional receipt for the Premium tendered, this Contract will be reinstated upon approval of the application by Us or, lacking such approval, upon the 45th day following the date of such conditional receipt unless We have previously provided written notice of Our disapproval of such application.

The parties have the same rights thereunder as they had under the Contract immediately before the due date of the defaulted Premium, subject to any provisions endorsed herein or attached hereto in connection with the reinstatement. Any Premium accepted in connection with a reinstatement will be applied to a period for which Premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Section 5. General Provisions

Entire Contract; Changes

This Contract, including the COC and any attachments, is the entire agreement between the parties. No agent has authority to change or waive any of its provisions. Changes are not valid unless approved by one of Our executive officers.

Severability

If any part of this Contract or an amendment of it is found to be illegal, void or not enforceable, all other portions of this Contract will remain in full force and effect.

Conformity with Applicable Laws

All legal questions will be governed by the laws of the state where this Contract was entered into and is to be performed. Any part of this Contract which conflicts with state or federal law is hereby amended to conform to the minimum requirements of such laws. We are subject to the requirements of Chapter 636 of the Florida Statutes.

Indemnification

Contractholder agrees to indemnify, defend and hold harmless the Company, 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.

We agree to 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 Our negligent performance or non-performance of Our obligations under this Contract.

Misstatements on Application; Effect

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

Misstatement of Age

If the age of the Enrollee has been misstated, the Premium will be adjusted to the amount of Premium payable had the age not been misstated.

Legal Actions

No action at law or in equity will be brought to recover on this Contract before 60 days after written proof of loss has been filed in accordance with requirements of this Contract; nor will an action be brought after the expiration of 5 years after the time written proof of loss is required to be furnished.

Publications about Program

The parties agree to consult as is reasonably practical on all material published or distributed about this Contract. No material will be published or distributed which conflicts with the terms of this Contract.

Notice; Where Directed

All formal notices under this Contract must be in writing and sent by email, facsimile (fax), first-class United States mail, overnight delivery service or personal delivery. Notice by United States mail will be effective 48 hours after mailing with fully pre-paid postage.

Contractholder will designate, in writing, a representative for purposes of receiving notices from Us under this Contract. Contractholder may change its representative at any time with 30 days written notice to Us. The Contractholder's representative will provide notices to the Enrollees within 30 days of receipt.

Impossibility of Performance

Neither party will 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, fire or unusually severe weather. Dates and times of performance will 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.

Compliance with Administrative Simplification, Security and Privacy Regulations

The parties will 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 including executing any agreements as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties agree that this Contract incorporates terms as necessary and as applicable to execute the required agreements to comply with federal regulations issued under the HIPAA and HITECH Act or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.

Not in Lieu of Workers' Compensation

This Contract is not in lieu of and does not affect any requirements for coverage by workers' compensation insurance.

Incontestability

After this Contract has been in force for 2 years from the Effective Date, no statement made by the Contractholder will be used to void this Contract. No statement by an Enrollee with respect to their insurability will be used to reduce or deny a claim or contest the validity of insurance for such Enrollee after that person's coverage has been in effect 2 years or more during his or her lifetime.

No claims for loss incurred or disability commencing after 2 years from the date of issue of this Contract will be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss existed prior to the Effective Date of this Contract.

Third Party Administrator ("Administrator")

We may use the services of an Administrator or other designated representative, duly registered under applicable state law, to provide services under this Contract. Any Administrator providing such services or receiving such information will enter into a separate Business Associate Agreement ("BAA") with Us, providing that the Administrator will meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

Mutual Confidentiality

The parties agree to maintain confidential information using the same degree of care (which will be no less than reasonable care) that each party uses to protect its own confidential information of a similar nature and to use confidential information only for specified purposes. Confidential information includes any information which the owner deems confidential, whether marked as confidential or otherwise clearly identifiable as confidential and includes information not generally known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to the owner of the confidential information. The recipient of confidential information will notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

Trademarks; Service Marks

Unless specifically allowed in this Contract, neither party will use the name, trademarks, service marks or other proprietary branding of the other party without the advance written approval of the other party.

Section 6. Group Information

Contractholder Name: City of Miramar

Group Number: 75689

Effective Date: January 1, 2022

Contract Term: 36 Months

Premiums per Month:

Plan Type: FL13A

Primary Enrollee:	\$14.61
Primary Enrollee: Plus Spouse:	\$24.42
Primary Enrollee: Plus Child(ren):	\$25.83
Primary Enrollee: Plus Spouse Plus Child(ren):	\$39.78

Remit Premium Payment to: Attn: Accounts Receivable
Delta Dental Insurance Company or Administrator
PO Box 677006
Dallas, TX 75267-7006

Section 7. Attachments

The following documents are incorporated by reference:

Certificate of Coverage

Schedule A - Description of Benefits and Copayments

Schedule B - Limitations and Exclusions of Benefits

OHCA Notice to Fully Insured Groups

SCHEDULE A

Description of Benefits and Copayments

The Benefits shown below are performed as deemed appropriate by the attending Contract Dentist subject to the limitations and exclusions of the Program. Please refer to *Schedule B* for further clarification of Benefits. **Enrollees should discuss all treatment options with their Contract Dentist prior to services being rendered.**

Text that appears in italics below is specifically intended to clarify the delivery of Benefits under the DeltaCare USA Program and is not to be interpreted as Current Dental Terminology ("CDT"), CDT-2021, procedure codes, descriptors or nomenclature that are under copyright by the American Dental Association ("ADA"). The ADA may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>ENROLLEE PAYS</u>
D0100-D0999	I. DIAGNOSTIC	
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	No Cost
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	No Cost
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0160	Detailed and extensive oral evaluation - problem focused, by report	No Cost
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	No Cost
D0171	Re-evaluation - post-operative office visit	\$5.00
D0180	Comprehensive periodontal evaluation - new or established patient	No Cost
D0190	Screening of a patient	No Cost
D0191	Assessment of a patient	No Cost
D0210	Intraoral - complete series of radiographic images - <i>limited to 1 series every 24 months</i>	No Cost
D0220	Intraoral - periapical first radiographic image	No Cost
D0230	Intraoral - periapical each additional radiographic image	No Cost
D0240	Intraoral - occlusal radiographic image	No Cost
D0250	Extraoral - 2D projection radiographic image created using a stationary radiation source, and detector	No Cost
D0251	Extraoral posterior dental radiographic image	No Cost
D0270	Bitewing - single radiographic image	No Cost
D0272	Bitewings - two radiographic images	No Cost
D0273	Bitewings three radiographic images	No Cost
D0274	Bitewings - four radiographic images - <i>limited to 1 series every 6 months</i>	No Cost
D0277	Vertical bitewings - 7 to 8 radiographic images	No Cost
D0330	Panoramic radiographic image	No Cost
D0415	Collection of microorganisms for culture and sensitivity	No Cost
D0419	Assessment of salivary flow by measurement - <i>1 every 12 months</i>	No Cost
D0425	Caries susceptibility tests	No Cost
D0460	Pulp vitality tests	No Cost

D0470	Diagnostic casts	No Cost
D0472	Accession of tissue, gross examination, preparation and transmission of written report	No Cost
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report	No Cost
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report	No Cost
D0601	Caries risk assessment and documentation, with a finding of low risk - <i>1 every 12 months</i>	No Cost
D0602	Caries risk assessment and documentation, with a finding of moderate risk - <i>1 every 12 months</i>	No Cost
D0603	Caries risk assessment and documentation, with a finding of high risk - <i>1 every 12 months</i>	No Cost
D0701	Panoramic radiographic image - image capture only	No Cost
D0702	2-D cephalometric radiographic image - image capture only	No Cost
D0703	2-D oral/facial photographic image obtained intra-orally or extra-orally - image capture only	No Cost
D0704	3-D photographic image - image capture only	No Cost
D0705	Extra-oral posterior dental radiographic image - image capture only	No Cost
D0706	Intraoral - occlusal radiographic image - image capture only	No Cost
D0707	Intraoral - periapical radiographic image - image capture only	No Cost
D0708	Intraoral - bitewing radiographic image - image capture only	No Cost
D0709	Intraoral - complete series of radiographic images - image capture only	No Cost
D0999	Unspecified diagnostic procedure, by report - <i>includes office visit, per visit (in addition to other services)</i>	No Cost

D1000-D1999 II. PREVENTIVE

D1110	Prophylaxis <i>cleaning</i> - adult - <i>1 D1110, D1120 or D4346 per 6 month period</i>	No Cost
D1110	<i>Additional prophylaxis cleaning</i> - adult (<i>within the 6 month period</i>) .	\$45.00
D1120	Prophylaxis <i>cleaning</i> - child - <i>1 D1110, D1120 or D4346 per 6 month period</i>	No Cost
D1120	<i>Additional prophylaxis cleaning</i> - child (<i>within the 6 month period</i>) .	\$35.00
D1206	Topical application of fluoride varnish - <i>child to age 19; 1 D1206 or D1208 per 6 month period</i>	No Cost
D1208	Topical application of fluoride - excluding varnish - <i>child to age 19; 1 D1206 or D1208 per 6 month period</i>	No Cost
D1310	Nutritional counseling for control of dental disease	No Cost
D1330	Oral hygiene instructions	No Cost
D1351	Sealant - per tooth - <i>limited to permanent molars through age 15</i>	\$10.00
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth - <i>limited to permanent molars through age 15</i>	\$10.00
D1353	Sealant repair - per tooth - <i>limited to permanent molars through age 15</i>	\$10.00
D1354	Interim caries arresting medicament application - per tooth - <i>child to age 19; 1 per 6 month period</i>	No Cost
D1510	Space maintainer - fixed - unilateral - per quadrant	\$40.00
D1516	Space maintainer - fixed - bilateral, maxillary	\$40.00
D1517	Space maintainer - fixed - bilateral, mandibular	\$40.00
D1520	Space maintainer - removable - unilateral - per quadrant	\$50.00
D1526	Space maintainer - removable - bilateral, maxillary	\$50.00
D1527	Space maintainer - removable - bilateral, mandibular	\$50.00
D1551	Re-cement or re-bond bilateral space maintainer - maxillary	\$10.00

D1552	Re-cement or re-bond bilateral space maintainer - mandibular	\$10.00
D1553	Re-cement or re-bond unilateral space maintainer - per quadrant	\$10.00
D1556	Removal of fixed unilateral space maintainer - per quadrant	\$10.00
D1557	Removal of fixed bilateral space maintainer - maxillary	\$10.00
D1558	Removal of fixed bilateral space maintainer - mandibular	\$10.00
D1575	Distal shoe space maintainer - fixed, unilateral - per quadrant - <i>child to age 9</i>	\$40.00

D2000-D2999 III. RESTORATIVE

- Includes polishing, all adhesives and bonding agents, indirect pulp capping, bases, liners and acid etch procedures.

- When there are more than six crowns in the same treatment plan, an Enrollee may be charged an additional \$100.00 per crown, beyond the 6th unit.

- Replacement of crowns, inlays and onlays requires the existing restoration to be 5+ years old.

D2140	Amalgam - one surface, primary or permanent	No Cost
D2150	Amalgam - two surfaces, primary or permanent	No Cost
D2160	Amalgam - three surfaces, primary or permanent	No Cost
D2161	Amalgam - four or more surfaces, primary or permanent	No Cost
D2330	Resin-based composite - one surface, anterior	No Cost
D2331	Resin-based composite - two surfaces, anterior	No Cost
D2332	Resin-based composite - three surfaces, anterior	No Cost
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$45.00
D2390	Resin-based composite crown, anterior	\$55.00
D2391	Resin-based composite - one surface, posterior	\$45.00
D2392	Resin-based composite - two surfaces, posterior	\$55.00
D2393	Resin-based composite - three surfaces, posterior	\$65.00
D2394	Resin-based composite - four or more surfaces, posterior	\$75.00
D2510	Inlay - metallic - one surface	\$145.00
D2520	Inlay - metallic - two surfaces	\$155.00
D2530	Inlay - metallic - three or more surfaces	\$165.00
D2542	Onlay - metallic - two surfaces	\$160.00
D2543	Onlay - metallic - three surfaces	\$170.00
D2544	Onlay - metallic - four or more surfaces	\$190.00
D2610	Inlay - porcelain/ceramic - one surface	\$270.00
D2620	Inlay - porcelain/ceramic - two surfaces	\$305.00
D2630	Inlay - porcelain/ceramic - three or more surfaces	\$325.00
D2642	Onlay - porcelain/ceramic - two surfaces	\$300.00
D2643	Onlay - porcelain/ceramic - three surfaces	\$335.00
D2644	Onlay - porcelain/ceramic - four or more surfaces	\$355.00
D2650	Inlay - resin-based composite - one surface	\$170.00
D2651	Inlay - resin-based composite - two surfaces	\$195.00
D2652	Inlay - resin-based composite - three or more surfaces	\$230.00
D2662	Onlay - resin-based composite - two surfaces	\$225.00
D2663	Onlay - resin-based composite - three surfaces	\$250.00
D2664	Onlay - resin-based composite - four or more surfaces	\$295.00
D2710	Crown - resin-based composite (indirect)	\$145.00
D2712	Crown - 3/4 resin-based composite (indirect)	\$145.00
D2720	Crown - resin with high noble metal	\$295.00
D2721	Crown - resin with predominantly base metal	\$195.00
D2722	Crown - resin with noble metal	\$235.00
D2740	Crown - porcelain/ceramic	\$355.00

D2750	Crown - porcelain fused to high noble metal	\$355.00
D2751	Crown - porcelain fused to predominantly base metal	\$255.00
D2752	Crown - porcelain fused to noble metal	\$295.00
D2753	Crown - porcelain fused to titanium and titanium alloys	\$355.00
D2780	Crown - 3/4 cast high noble metal	\$355.00
D2781	Crown - 3/4 cast predominantly base metal	\$255.00
D2782	Crown - 3/4 cast noble metal	\$295.00
D2783	Crown - 3/4 porcelain/ceramic	\$355.00
D2790	Crown - full cast high noble metal	\$355.00
D2791	Crown - full cast predominantly base metal	\$255.00
D2792	Crown - full cast noble metal	\$295.00
D2794	Crown - titanium and titanium alloys	\$355.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	\$10.00
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	\$10.00
D2920	Re-cement or re-bond crown	\$10.00
D2921	Reattachment of tooth fragment, incisal edge or cusp (<i>anterior</i>)	\$45.00
D2928	Prefabricated porcelain/ceramic crown - permanent tooth	\$50.00
D2929	Prefabricated porcelain/ceramic crown - primary tooth - <i>anterior</i>	\$75.00
D2930	Prefabricated stainless steel crown - primary tooth	\$50.00
D2931	Prefabricated stainless steel crown - permanent tooth	\$50.00
D2932	Prefabricated resin crown - <i>anterior primary tooth</i>	\$65.00
D2933	Prefabricated stainless steel crown with resin window - <i>anterior primary tooth</i>	\$75.00
D2940	Protective restoration	No Cost
D2941	Interim therapeutic restoration - primary dentition	No Cost
D2949	Restorative foundation for an indirect restoration	\$50.00
D2950	Core buildup, including any pins when required	\$50.00
D2951	Pin retention - per tooth, in addition to restoration	No Cost
D2952	Post and core in addition to crown, indirectly fabricated - <i>includes canal preparation</i>	\$95.00
D2953	Each additional indirectly fabricated post - same tooth - <i>includes canal preparation</i>	\$70.00
D2954	Prefabricated post and core in addition to crown - <i>base metal post; includes canal preparation</i>	\$80.00
D2957	Each additional prefabricated post - same tooth - <i>base metal post; includes canal preparation</i>	\$60.00
D2971	Additional procedures to construct new crown under existing partial denture framework	\$50.00
D2980	Crown repair necessitated by restorative material failure	\$20.00
D2981	Inlay repair necessitated by restorative material failure	\$20.00
D2982	Onlay repair necessitated by restorative material failure	\$20.00
D2983	Veneer repair necessitated by restorative material failure	\$20.00
D2990	Resin infiltration of incipient smooth surface lesions - <i>limited to permanent molars through age 15</i>	\$10.00

D3000-D3999 IV. ENDODONTICS

D3110	Pulp cap - direct (excluding final restoration)	No Cost
D3120	Pulp cap - indirect (excluding final restoration)	No Cost
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	\$25.00
D3221	Pulpal debridement, primary and permanent teeth	\$30.00

D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	\$25.00
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	\$40.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	\$40.00
D3310	<i>Root canal</i> - endodontic therapy, anterior tooth (excluding final restoration)	\$95.00
D3320	<i>Root canal</i> - endodontic therapy, premolar tooth (excluding final restoration)	\$185.00
D3330	<i>Root canal</i> - endodontic therapy, molar tooth (excluding final restoration)	\$335.00
D3331	Treatment of root canal obstruction; non-surgical access	\$70.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	\$70.00
D3333	Internal root repair of perforation defects	\$70.00
D3346	Retreatment of previous root canal therapy - anterior	\$125.00
D3347	Retreatment of previous root canal therapy - premolar	\$215.00
D3348	Retreatment of previous root canal therapy - molar	\$365.00
D3351	Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, etc.)	\$70.00
D3352	Apexification/recalcification - interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)	\$45.00
D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.)	\$45.00
D3410	Apicoectomy - anterior	\$115.00
D3421	Apicoectomy - premolar (first root)	\$125.00
D3425	Apicoectomy - molar (first root)	\$135.00
D3426	Apicoectomy (each additional root)	\$80.00
D3430	Retrograde filling - per root	\$60.00
D3450	Root amputation - per root	\$70.00
D3471	Surgical repair of root resorption - anterior	\$115.00
D3472	Surgical repair of root resorption - premolar	\$115.00
D3473	Surgical repair of root resorption - molar	\$115.00
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption - anterior	\$115.00
D3502	Surgical exposure of root surface without apicoectomy or repair of root resorption - premolar	\$115.00
D3503	Surgical exposure of root surface without apicoectomy or repair of root resorption - molar	\$115.00
D3920	Hemisection (including any root removal), not including root canal therapy	\$60.00

D4000-D4999 V. PERIODONTICS

- Includes preoperative and postoperative evaluations and treatment under a local anesthetic.

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	\$130.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$80.00
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$80.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$135.00

D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	\$80.00
D4245	Apically positioned flap	\$135.00
D4249	Clinical crown lengthening - hard tissue	\$125.00
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$300.00
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$240.00
D4263	Bone replacement graft - retained natural tooth - first site in quadrant	\$215.00
D4264	Bone replacement graft - retained natural tooth - each additional site in quadrant	\$65.00
D4270	Pedicle soft tissue graft procedure	\$215.00
D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)	\$70.00
D4277	Free soft tissue graft procedure (including recipient and donor surgical sites) first tooth, implant, or edentulous tooth position in graft	\$215.00
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites) each additional contiguous tooth, implant, or edentulous tooth position in same graft site	\$215.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$50.00
D4342	Periodontal scaling and root planing - one to three teeth per quadrant - <i>limited to 4 quadrants during any 12 consecutive months</i>	\$40.00
D4346	Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation - <i>1 D1110, D1120 or D4346 per 6 month period</i>	No Cost
D4355	Full mouth debridement to enable a comprehensive oral evaluation and diagnosis on a subsequent visit - <i>limited to 1 treatment in any 12 consecutive months</i>	\$50.00
D4910	Periodontal maintenance - <i>limited to 1 treatment each 6 month period</i>	\$35.00
D4910	<i>Additional periodontal maintenance (within the 6 month period)</i>	\$55.00
D4921	Gingival irrigation - per quadrant	No Cost

D5000-D5899 VI. PROSTHODONTICS (removable)

- For all listed dentures and partial dentures, Copayment includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement. The Enrollee must continue to be eligible, and the service must be provided at the Contract Dentist's facility where the denture was originally delivered.

- Rebases, relines and tissue conditioning are limited to 1 per denture during any 12 consecutive months.

- Replacement of a denture or a partial denture requires the existing denture to be 5+ years old.

D5110	Complete denture - maxillary	\$285.00
D5120	Complete denture - mandibular	\$285.00
D5130	Immediate denture - maxillary	\$305.00
D5140	Immediate denture - mandibular	\$305.00
D5211	Maxillary partial denture - resin base (including retentive/clasping materials, rests, and teeth)	\$245.00

D5212	Mandibular partial denture - resin base (including retentive/clasping materials, rests, and teeth)	\$245.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$315.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$315.00
D5221	Immediate maxillary partial denture - resin base (including retentive/clasping materials, rests and teeth)	\$245.00
D5222	Immediate mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth)	\$245.00
D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$315.00
D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	\$315.00
D5225	Maxillary partial denture - flexible base (including retentive/clasping materials, rests, and teeth)	\$365.00
D5226	Mandibular partial denture - flexible base (including retentive/clasping materials, rests, and teeth)	\$365.00
D5410	Adjust complete denture - maxillary	\$10.00
D5411	Adjust complete denture - mandibular	\$10.00
D5421	Adjust partial denture - maxillary	\$10.00
D5422	Adjust partial denture - mandibular	\$10.00
D5511	Repair broken complete denture base, mandibular	\$40.00
D5512	Repair broken complete denture base, maxillary	\$40.00
D5520	Replace missing or broken teeth - complete denture (each tooth)	\$20.00
D5611	Repair resin partial denture base, mandibular	\$40.00
D5612	Repair resin partial denture base, maxillary	\$40.00
D5621	Repair cast partial framework, mandibular	\$40.00
D5622	Repair cast partial framework, maxillary	\$40.00
D5630	Repair or replace broken retentive/clasping materials - per tooth	\$40.00
D5640	Replace broken teeth - per tooth	\$30.00
D5650	Add tooth to existing partial denture	\$30.00
D5660	Add clasp to existing partial denture - per tooth	\$40.00
D5670	Replace all teeth and acrylic on cast metal framework (maxillary)	\$165.00
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	\$165.00
D5710	Rebase complete maxillary denture	\$95.00
D5711	Rebase complete mandibular denture	\$95.00
D5720	Rebase maxillary partial denture	\$95.00
D5721	Rebase mandibular partial denture	\$95.00
D5730	Reline complete maxillary denture (chairside)	\$50.00
D5731	Reline complete mandibular denture (chairside)	\$50.00
D5740	Reline maxillary partial denture (chairside)	\$50.00
D5741	Reline mandibular partial denture (chairside)	\$50.00
D5750	Reline complete maxillary denture (laboratory)	\$85.00
D5751	Reline complete mandibular denture (laboratory)	\$85.00
D5760	Reline maxillary partial denture (laboratory)	\$85.00
D5761	Reline mandibular partial denture (laboratory)	\$85.00
D5820	Interim partial denture (including retentive/clasping materials, rests, and teeth), maxillary - <i>limited to 1 in any 12 consecutive months</i>	\$105.00
D5821	Interim partial denture (including retentive/clasping materials, rests, and teeth), mandibular - <i>limited to 1 in any 12 consecutive months</i> ...	\$105.00

D5850	Tissue conditioning, maxillary	\$25.00
D5851	Tissue conditioning, mandibular	\$25.00

D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS - Not Covered

D6000-D6199 VIII. IMPLANT SERVICES - Not Covered

D6200-D6999 IX. PROSTHODONTICS, fixed (each retainer and each pontic constitutes a unit in a fixed partial denture [bridge])

- When a crown and/or pontic exceeds six units in the same treatment plan, an Enrollee may be charged an additional \$100.00 per unit, beyond the 6th unit.

- Replacement of a crown, pontic, inlay, onlay or stress breaker requires the existing bridge to be 5+ years old.

D6210	Pontic - cast high noble metal	\$355.00
D6211	Pontic - cast predominantly base metal	\$225.00
D6212	Pontic - cast noble metal	\$295.00
D6240	Pontic - porcelain fused to high noble metal	\$355.00
D6241	Pontic - porcelain fused to predominantly base metal	\$255.00
D6242	Pontic - porcelain fused to noble metal	\$295.00
D6243	Pontic - porcelain fused to titanium and titanium alloys	\$295.00
D6245	Pontic - porcelain/ceramic	\$355.00
D6250	Pontic - resin with high noble metal	\$295.00
D6251	Pontic - resin with predominantly base metal	\$195.00
D6252	Pontic - resin with noble metal	\$235.00
D6600	Retainer inlay - porcelain/ceramic, two surfaces	\$305.00
D6601	Retainer inlay - porcelain/ceramic, three or more surfaces	\$325.00
D6602	Retainer inlay - cast high noble metal, two surfaces	\$255.00
D6603	Retainer inlay - cast high noble metal, three or more surfaces	\$265.00
D6604	Retainer inlay - cast predominantly base metal, two surfaces	\$155.00
D6605	Retainer inlay - cast predominantly base metal, three or more surfaces	\$165.00
D6606	Retainer inlay - cast noble metal, two surfaces	\$185.00
D6607	Retainer inlay - cast noble metal, three or more surfaces	\$195.00
D6608	Retainer onlay - porcelain/ceramic, two surfaces	\$300.00
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces	\$335.00
D6610	Retainer onlay - cast high noble metal, two surfaces	\$260.00
D6611	Retainer onlay - cast high noble metal, three or more surfaces	\$270.00
D6612	Retainer onlay - cast predominantly base metal, two surfaces	\$160.00
D6613	Retainer onlay - cast predominantly base metal, three or more surfaces	\$170.00
D6614	Retainer onlay - cast noble metal, two surfaces	\$190.00
D6615	Retainer onlay - cast noble metal, three or more surfaces	\$200.00
D6720	Retainer crown - resin with high noble metal	\$295.00
D6721	Retainer crown - resin with predominantly base metal	\$195.00
D6722	Retainer crown - resin with noble metal	\$235.00
D6740	Retainer crown - porcelain/ceramic	\$355.00
D6750	Retainer crown - porcelain fused to high noble metal	\$355.00
D6751	Retainer crown - porcelain fused to predominantly base metal	\$255.00
D6752	Retainer crown - porcelain fused to noble metal	\$295.00
D6753	Retainer crown - porcelain fused to titanium and titanium alloys	\$355.00
D6780	Retainer crown - 3/4 cast high noble metal	\$355.00
D6781	Retainer crown - 3/4 cast predominantly base metal	\$255.00

D6782	Retainer crown - 3/4 cast noble metal	\$295.00
D6783	Retainer crown - 3/4 porcelain/ceramic	\$355.00
D6784	Retainer crown - titanium and titanium alloys	\$355.00
D6790	Retainer crown - full cast high noble metal	\$355.00
D6791	Retainer crown - full cast predominantly base metal	\$255.00
D6792	Retainer crown - full cast noble metal	\$295.00
D6930	Re-cement or re-bond fixed partial denture	\$15.00
D6940	Stress breaker	\$25.00
D6980	Fixed partial denture repair necessitated by restorative material failure	\$55.00

D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY

- Includes preoperative and postoperative evaluations and treatment under a local anesthetic.

D7111	Extraction, coronal remnants - primary tooth	No Cost
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$5.00
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$45.00
D7220	Removal of impacted tooth - soft tissue	\$55.00
D7230	Removal of impacted tooth - partially bony	\$75.00
D7240	Removal of impacted tooth - completely bony	\$95.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$115.00
D7250	Removal of residual tooth roots (cutting procedure)	\$35.00
D7251	Coronectomy - intentional partial tooth removal	\$115.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$110.00
D7280	Exposure of an unerupted tooth	\$85.00
D7282	Mobilization of erupted or malpositioned tooth to aid eruption	\$85.00
D7283	Placement of device to facilitate eruption of impacted tooth	No Cost
D7286	Incisional biopsy of oral tissue - soft - <i>does not include pathology laboratory procedures</i>	\$25.00
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$50.00
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$50.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$70.00
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$70.00
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm	No Cost
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm	No Cost
D7471	Removal of lateral exostosis (maxilla or mandible)	\$50.00
D7472	Removal of torus palatinus	\$50.00
D7473	Removal of torus mandibularis	\$50.00
D7510	Incision and drainage of abscess - intraoral soft tissue	No Cost
D7922	Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site	No Cost
D7961	Buccal/labial frenectomy (frenulectomy)	No Cost
D7962	Lingual frenectomy (frenulectomy)	No Cost

D7970	Excision of hyperplastic tissue - per arch	\$70.00
D7971	Excision of pericoronal gingiva	\$70.00

D8000-D8999 XI. ORTHODONTICS

- The listed Copayment for each phase of orthodontic treatment (limited, interceptive or comprehensive) covers up to 24 months of active treatment. Beyond 24 months, an additional monthly fee, not to exceed \$125.00, may apply.
- The Retention Copayment includes adjustments and/or office visits up to 24 months.

Pre and post orthodontic records include:

The benefit for pre-treatment records and diagnostic services includes:

		\$200.00
D0210	Intraoral - complete series of radiographic images	
D0322	Tomographic survey	
D0330	Panoramic radiographic image	
D0340	2D cephalometric radiographic image - acquisition, measurement and analysis	
D0350	2D oral/facial photographic images obtained intraorally or extraorally	
D0351	3D photographic image	
D0470	Diagnostic casts	

The benefit for post-treatment records includes: \$70.00

D0210	Intraoral - complete series of radiographic images	
D0470	Diagnostic casts	
D8010	Limited orthodontic treatment of the primary dentition	\$1,150.00
D8020	Limited orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	\$1,150.00
D8030	Limited orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	\$1,150.00
D8040	Limited orthodontic treatment of the adult dentition - <i>adults, including dependent adult children covered from age 19 to 25</i>	\$1,350.00
D8050	Interceptive orthodontic treatment of the primary dentition	\$1,150.00
D8060	Interceptive orthodontic treatment of the transitional dentition	\$1,150.00
D8070	Comprehensive orthodontic treatment of the transitional dentition - <i>child or adolescent to age 19</i>	\$1,900.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition - <i>adolescent to age 19</i>	\$1,900.00
D8090	Comprehensive orthodontic treatment of the adult dentition - <i>adults, including dependent adult children covered from age 19 to 25</i>	\$2,100.00
D8660	Pre-orthodontic treatment examination to monitor growth and development	\$25.00
D8680	Orthodontic retention (removal of appliances, construction and placement of <i>removable</i> retainers)	\$275.00
D8681	Removable orthodontic retainer adjustment	No Cost
D8999	Unspecified orthodontic procedure, by report - <i>includes treatment planning session</i>	\$100.00

D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES

D9110	Palliative (emergency) treatment of dental pain - minor procedure ..	\$10.00
D9211	Regional block anesthesia	No Cost

D9212	Trigeminal division block anesthesia	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures	No Cost
D9219	Evaluation for moderate sedation, deep sedation or general anesthesia	No Cost
D9222	Deep sedation/general anesthesia - first 15 minutes	\$80.00
D9223	Deep sedation/general anesthesia - each subsequent 15 minute increment	\$80.00
D9239	Intravenous moderate (conscious) sedation/analgesia - first 15 minutes	\$80.00
D9243	Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minute increment	\$80.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$10.00
D9311	Consultation with a medical health care professional	No Cost
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	\$5.00
D9440	Office visit - after regularly scheduled hours	\$20.00
D9450	Case presentation, detailed and extensive treatment planning	No Cost
D9932	Cleaning and inspection of removable complete denture, maxillary ..	No Cost
D9933	Cleaning and inspection of removable complete denture, mandibular	No Cost
D9934	Cleaning and inspection of removable partial denture, maxillary	No Cost
D9935	Cleaning and inspection of removable partial denture, mandibular ...	No Cost
D9943	Occlusal guard adjustment	\$10.00
D9944	Occlusal guard - hard appliance, full arch - <i>limited to 1 D9944, D9945 or D9946 in 3 years</i>	\$95.00
D9945	Occlusal guard - soft appliance, full arch - <i>limited to 1 D9944, D9945 or D9946 in 3 years</i>	\$95.00
D9946	Occlusal guard - hard appliance, partial arch - <i>limited to 1 D9944, D9945 or D9946 in 3 years</i>	\$95.00
D9951	Occlusal adjustment, limited	\$45.00
D9952	Occlusal adjustment, complete	\$95.00
D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays - <i>limited to one bleaching tray and gel for two weeks of self-treatment</i>	\$125.00
D9986	Missed appointment - <i>without 24 hour notice - per 15 minutes of appointment time</i>	\$10.00
D9987	Canceled appointment - <i>without 24 hour notice - per 15 minutes of appointment time</i>	\$10.00
D9990	Certified translation or sign-language services - per visit	No Cost
D9991	Dental case management - addressing appointment compliance barriers	No Cost
D9992	Dental case management - care coordination	No Cost
D9995	Teledentistry - synchronous; real-time encounter	No Cost
D9996	Teledentistry - asynchronous; information stored and forwarded to dentist for subsequent review	No Cost
D9997	Dental case management - Patients with special Health Care Needs	No Cost

If services for a listed procedure are performed by the assigned Contract Dentist, the Enrollee pays the specified Copayment. Listed procedures which require a Dentist to provide Specialist Services, and are referred by the assigned Contract Dentist, must be authorized by Delta Dental. The Enrollee pays the Copayment specified for such services.

SCHEDULE B

Limitations of Benefits

1. The frequency of certain Benefits is limited. All frequency limitations are listed in *Schedule A, Description of Benefits and Copayments*.
2. If the Enrollee accepts a treatment plan from the Contract Dentist that includes any combination of more than six crowns, bridge pontics and/or bridge retainers, the Enrollee may be charged an additional \$100.00 above the listed Copayment for each of these services after the sixth unit has been provided.
3. General anesthesia and/or intravenous sedation/analgesia is limited to treatment by a contracted oral surgeon and in conjunction with an approved referral for the removal of one or more partial or full bony impactions, (Procedures D7230, D7240, and D7241).
4. Benefits provided by a pediatric Dentist are limited to children through age seven following an attempt by the assigned Contract Dentist to treat the child and upon Authorization by Us, less applicable Copayments. Exceptions for medical conditions, regardless of age limitation, will be considered on an individual basis.
5. The cost to an Enrollee receiving orthodontic treatment whose coverage is cancelled or terminated for any reason will be based on the Contract Orthodontist's usual fee for the treatment plan. The Contract Orthodontist will prorate the amount for the number of months remaining to complete treatment. The Enrollee makes payment directly to the Contract Orthodontist as arranged.
6. Orthodontic treatment in progress is limited to new DeltaCare USA Enrollees who, at the time of their original effective date, are in active treatment started under their previous employer sponsored dental plan, as long as they continue to be eligible under the DeltaCare USA Program. Active treatment means tooth movement has begun. Enrollees are responsible for all Copayments and fees subject to the provisions of their prior dental plan. We are financially responsible only for amounts unpaid by the prior dental plan for qualifying orthodontic cases.
7. Benefits for a soft tissue management program are limited to those parts which are listed covered services listed on *Schedule A, Description of Benefits and Copayments*.

Exclusions of Benefits

1. Any procedure that is not specifically listed under *Schedule A, Description of Benefits and Copayments*.
2. Any procedure that in the professional opinion of the Contract Dentist:
 - a. has poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures, **or**
 - b. is inconsistent with generally accepted standards for dentistry.
3. Services solely for cosmetic purposes, with the exception of procedure D9975 (External bleaching for home application, per arch), or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel, except for the treatment of newborn children with congenital defects or birth abnormalities.
4. Porcelain crowns, porcelain fused to metal, cast metal or resin with metal type crowns and fixed partial dentures (bridges) for children under 16 years of age.
5. Lost or stolen appliances, full or partial dentures, space maintainers and crowns and fixed partial dentures (bridges).
6. Procedures, appliances or restoration if the purpose is to change vertical dimension, or to diagnose or treat abnormal conditions of the temporomandibular joint (TMJ).
7. Precious metal for removable appliances, metallic or permanent soft bases for complete dentures, porcelain denture teeth, precision abutments for removable partials or fixed partial dentures (overlays, implants, and appliances associated therewith) and personalization and characterization of complete and partial dentures.
8. Implant-supported dental appliances and attachments, implant placement, maintenance, removal and all other services associated with a dental implant.
9. Consultations for non-covered Benefits.
10. Dental services received from any dental facility other than the assigned Contract Dentist, an authorized dental specialist, or a Contract Orthodontist except for *Emergency Services* as described in the Contract and/or Certificate of Coverage.
11. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility.
12. Prescription drugs.

13. Dental expenses incurred in connection with any dental or orthodontic procedure started before the Enrollee's eligibility with the DeltaCare USA Program. Examples include: teeth prepared for crowns, root canals in progress, full or partial dentures for which an impression has been taken and orthodontics unless qualified for the orthodontic treatment in progress provision.
14. Lost, stolen or broken orthodontic appliances.
15. Changes in orthodontic treatment necessitated by accident of any kind.
16. Myofunctional and parafunctional appliances and/or therapies.
17. Composite or ceramic brackets, lingual adaptation of orthodontic bands and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
18. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.
19. Any part of a preventive or soft tissue management program which is not a listed covered service on *Schedule A, Description of Benefits and Copayments*.
20. Orthodontic treatment must be provided by a licensed dentist. Self-administered orthodontics are not covered.
21. The removal of fixed orthodontic appliances for reasons other than completion of treatment is not a covered benefit.

OHCA Contract Notice for Fully Insured Groups

Delta Dental Insurance Company (“Delta Dental”) and the fully insured Group Health Plan (“Contractholder”) participate in an Organized Health Care Arrangement (as defined in 45 Code of Federal Regulations (C.F.R.) §164.501) (“OHCA”). The Contractholder hereby certifies that:

- The Contractholder will treat all PHI in accordance with the standards of the HIPAA Privacy Rules and update its plan documents to reflect that it will limit access to PHI to those employees and authorized representatives of the Contractholder whose access is necessary to perform the plan administration functions permitted under the HIPAA Privacy Rules and that PHI will not be used in the context of other benefit plans or in employment-related decisions.
- In order for PHI beyond summary health information to be disclosed, the fully insured Contractholder must: (1) provide a signed attestation that their plan documents have been amended to comply with the applicable HIPAA privacy administrative safeguard provisions; (2) have issued a HIPAA compliant privacy notice; and (3) provide individuals with the right to access, review, amend, and receive an accounting of disclosures.
- PHI requested is the minimum necessary for the Contractholder to perform its health care operations and/or payment activities related to the Contract herein.
- If Delta Dental is directed to release PHI to a third party, the third party has a HIPAA compliant BAA with the Contractholder.

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

Name of Officer:

Title:

Date:

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 654 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

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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 contracted fees 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 and 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.
- (14) Therapeutic pulpotomy is limited to once per lifetime for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.
- (15) 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.
- (16) 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.
- (17) Retreatment of apical surgery by the same Provider/Provider office within 24 months is considered part of the original procedure.
- (18) 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.
- (19) 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.

- (20) 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.
- (21) The following Oral Surgery procedure is limited to age 19 (or orthodontic limiting age): transseptal fiberotomy/supra crestal fiberotomy, by report.
- (22) 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.
- (23) 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).
- (24) 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.
- (33) 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 two (2) per arch in a Calendar Year 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.
- (35) 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.

**SCORE SHEET – SHORT LISTED FIRMS
REQUEST FOR PROPOSALS # 21-04-17
EMPLOYEE DENTAL INSURANCE COVERAGE**

RANK	PROPOSER	SCORE
1	Delta Dental Insurance Company	484.55
2	Humana Insurance Company and CompBenefits Company	469.00
3	Aetna Life Insurance Company	420.20