Agenda Item #:

4F-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 2, 2012]]	Consent	[X]	Regular
		[]	Ordinance	[]	Public Hearing
Department: Submitted By: Submitted For:	Risk Management Risk Management Group Insurance	= ==				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Selection of United Healthcare Services, Inc./Solstice Benefits, Inc. as the provider for the County's multiple-option, employee paid, dental insurance program beginning January 1, 2013 (RFP No. 12-073/SC)
- B) Contract with United Healthcare Services, Inc. to provide fully insured, employeepaid dental plans for the period January 1, 2013 through December 31, 2015, with guaranteed rates for three (3) years and two (2) annual options to renew
- C) Contract with Solstice Benefits, Inc. to provide a Managed Care Dental Plan (DHMO) for the period January 1, 2013 through December 31, 2015, with guaranteed rates for three (3) years and two (2) annual options to renew

Summary: An RFP was issued for a voluntary (employee pay-all) multiple option dental insurance program for County employees and their eligible dependents. Responses from seven responsive carriers were evaluated by a five member selection committee. All responsive companies offered dental plans at comparable levels of benefits and associated rates, but United Healthcare/Solstice Benefits, Inc. offered the most comprehensive coverage at the most competitive rates when compared to expiring and competing carriers. A majority vote of the selection committee (4-1) ranked United Healthcare/Solstice Benefits, Inc. as the chosen provider. The existing carrier, Assurant Employee Benefits ranked second. The plans recommended for approval provide improved coverage as compared to the expiring plans. Improvements include coverage for additional procedures including implant dentistry on the DHMO and high-option PPO plans, an "open access" DHMO eliminating the need to select a primary dentist in advance, a reduction in PPO initial waiting periods, an increase in the high option PPO's annual plan maximum and a "consumer max multiplier" allowing members to carry a portion of the previous year's unused maximum to the next year if all preventive exams are administered. The rates on all three plans are guaranteed for three years. Rates for the DHMO and low-option PPO plans are offered at a decrease over the expiring plans. Rates for the high-option PPO plan increase slightly with richer coverage than the expiring plan which is a common request from employees. In addition to the employees of Palm Beach County Board of County Commissioners, the employees of Palm Tran, Inc. and the Supervisor of Elections are eligible to participate in these plans. Countywide (TKF)

Background and Policy Issues: (Continued on page 3)

Attachments:

- 1) Contract with Solstice Benefits, Inc.
- 2) Contract with United Healthcare
- 3) Analysis of Proposals

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Recommended by:	Nancy & Belton	9/5/12
	Department Director	Date
Approved By:	- Alm	9/14/12
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)			······································		•
In-Kind Match (County)					
Net Fiscal Impact					
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	0	0	0	0
Is Item Included In Curre					
Budget Account Exp No Rev No	: Fund De : Fund De	partment partment	Unit Unit	Object Object	
B. Recommended Sourc No fiscal impact. Emp	ces of Funds/Su bloyees pay the	Immary of F full cost of	iscal Impact: the plan.		
Departmental Fiscal Rev	\mathcal{O}	M COMMEN			
A. OFMB Fiscal and/or	Contract Dev. a	nd Control (Comments:		
N	Las allikorz		h.J.	Jocolog	2/12/12
OFMB 🗸	Øn	$\sqrt{\sqrt{1-1}}$	Contract Ad	ministration	
B. Legal Sufficiency	N N	<u> </u>			
117	Z q	y_1z			
Assistant County	Attorney	— 1 ·			
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C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Background and Policy Issues: The Board has offered a voluntary (employee pay-all) multiple option dental insurance program to its employees and their eligible dependents since 1978. Since January 1, 2005, the plan has been provided by Assurant Employee Benefits. The program structure offers a dental maintenance organization plan (DHMO) which is similar to a medical HMO, in that it only covers services by specified network dentists. The DHMO plan is currently elected by about three quarters of those employees who participate in the voluntary dental program. Also offered are low and high option PPO plans, in which members can select any dentist and be covered at a fixed percentage depending on the type of services rendered.

Because plans are voluntary and not subsidized by the Board, it is an ongoing challenge to obtain the best available coverage at a competitive and affordable price. For the upcoming plan year beginning January 1, 2013, staff issued an RFP one year earlier than required in anticipation of finding more comprehensive coverage in the current competitive market place. The five member selection committee evaluated seven proposals based on the evaluation criteria of experience, qualifications, background, references, scope of services, provider network, plan design, benefit slate, price proposal and rate guarantee. United Healthcare/Solstice Benefits was deemed the highest ranked carrier due to a favorable price proposals, including a three (3) year rate guarantee as well as a unique open access/fee for service feature offered for the DHMO plan, a significant rate decrease for a comparable low option PPO and improved coverage, including a higher annual plan maximum and coverage for implants for the high option PPO.

The following rates, which are guaranteed for three years, compare to expiring as follows:

	DHMO MONTHLY RATE COMPARISON							
	CURRENT 2013 (RECOMMENT							
EMP. ONLY	11.81	11.33						
EMP. + 1	20.20	19.38						
EMP. + 2/MORE	27.37	26.26						
EMP. + 3/MORE	36.11	34.65						

	<u>CURRENT</u>	2013 (RECOMMENDED)
EMP. ONLY	18.75	14.40
EMP. + 1	35.60	27.34
EMP. + 2/MORE	43.55	33.44
EMP. + 3/MORE	60.46	46.43

"HIGH" PPO MONTHLY	RATE COMPARISON
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	CURRENT	2013 (RECOMMENDED)
EMP. ONLY	24.79	27.05
EMP. + 1	47.51	51.84
EMP. + 2/MORE	54.89	59.89
EMP. + 3/MORE	77.62	84.70

CONTRACT FOR Multiple Option Dental Program

This Contract is made as of this ______, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Solstice Benefits, Inc., *a corporation* authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide Multiple Option Dental Program to the employees of Palm Beach County Board of County Commissioners, as well as the employees of Palm Tran, Inc. and the Supervisor of Elections in accordance with Interlocal Agreement No. R2002 2287 (most recently amended on October 18, 2011 with Agreement No. R2011 1668) and RFP 12-073/SC (Exhibit A), and CONTRACTOR's proposal dated July 6th, 2012 (Exhibit B), both of which are incorporated herein and which are located within the County's Purchasing department.

Premiums that apply to this contract are specified in Premium Schedule (Exhibit C) and incorporated into and made part of this contract. Premiums as specified in Exhibit C are guaranteed for 36 months (January 1, 2013 through December 31, 2015).

A "Certificate of Coverage" or "Plan Booklet" that includes Plan Benefits and Members' rights and responsibilities under the Plan will be provided by CONTRACTOR to COUNTY. CONTRACTOR agrees to draft the Certificate of Coverage or Plan Booklet and will provide the draft to COUNTY for its review and approval in advance of January 1, 2013. Upon review and approval by the COUNTY, the COUNTY represents that the "Certificate of Coverage" or Plan Booklet shall become the official Plan Booklet. CONTRACTOR will use the finalized Plan Booklet to administer the plan. The Plan Booklet will be reviewed and updated as needed.

If COUNTY is not provided with a copy of the finalized Plan Booklet by the time this contract is effective, CONTRACTOR will administer the Plan in accordance with the provisions of the RFP, CONTRACTOR's proposal dated July 6th, 2012, Premium Schedule (Exhibit C) and in accordance with the draft version of the Plan Booklet provided by CONTRACTOR to COUNTY. CONTRACTOR will continue to administer the Plan in this manner until CONTRACTOR receives the finalized Plan Booklet and follows its preparation and review process. After that time CONTRACTOR will use the finalized Plan Booklet to administer the plan.

The COUNTY's representative/liaison during the performance of this Contract shall be Nancy Bolton, Director, Risk Management Department, telephone number (561) 233-5400 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Arelis Marcalle, telephone number (954)858-4704.

ARTICLE 2 - ORDER OF PRECEDENCE (use if applicable)

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A – RFP 12-073/SC and all Amendments thereto, which are incorporated into and made part of this contract; (2) Exhibit B, CONTRACTOR's proposal dated July 6^{th} , 2012; and (3) all other documents, if any, cited herein or incorporated herein by reference.

Premiums are identified in Exhibit C – Premium Schedule.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on January 1, 2013, and complete all services by December 31, 2015, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of (Please see Proposal Document - Exhibit B) and Premium Schedule (Exhibit C). Premiums as specified in Exhibit C are guaranteed for 36 months (January 1, 2013 through December 31, 2015).

The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B and the final premiums which are listed in Exhibit C for services rendered toward the completion of the Scope of Work/Services.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (45) days following the COUNTY representative's approval.
- C. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "<u>final invoice</u>" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and

costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - BUSINESS ASSOCIATE AGREEMENT

- Α. As a business associate of the COUNTY, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall carry out its obligations under this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and, in order to protect the privacy, confidentiality, integrity, and availability of all individually identifiable protected health information that is created, received, collected, processed, learned, maintained or transmitted on behalf of the COUNTY or as a result of the services provided under this Contract (hereinafter "PHI"), which shall include electronic protected health information (hereinafter "E-PHI"). The definition of PHI and E-PHI as used herein shall be in accordance with definition of these terms in HIPAA and/or the regulations promulgated thereunder.
- B. In conformity with HIPAA and the privacy regulations promulgated thereunder, the CONTRACTOR agrees that it and its agents, subcontractors, servants, and employees shall:
 - a. Not use or further disclose PHI except as permitted under this Contract or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Contract and shall not use or further disclose PHI in a manner that would violate HIPAA's requirements if done by the COUNTY;
 - c. As soon as reasonably practical, report to the COUNTY any use or disclosure of PHI not provided for by this Contract of which the CONTRACTOR becomes aware, and mitigate, to the extent possible, any harmful effect of such use or disclosure of PHI;
 - d. CONTRACTOR shall promptly inform the COUNTY of a Breach of Unsecured PHI following the first day on which CONTRACTOR knows of such Breach or following the first day on which CONTRACTOR should have known of such Breach. In addition, CONTRACTOR shall provide written notification to the COUNTY hereunder which notification shall:
 - a. Be made no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - b. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

- e. Ensure that any business associates, agents or subcontractors to whom the CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions, terms and conditions that apply to the CONTRACTOR with respect to such PHI;
- f. Make PHI available to the COUNTY and to individuals who have a right of access to information under HIPAA;
- g. Incorporate any amendments to PHI in accordance with HIPAA when notified to do so by the COUNTY;
- h. Provide an accounting of all uses or disclosures of PHI made by the CONTRACTOR, in accordance with HIPAA, within sixty (60) days;
- i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the CONTRACTOR's and the COUNTY's compliance with HIPAA. The CONTRACTOR shall immediately notify the COUNTY upon receipt or notice of any request by the Secretary of the Department of Health and Human Services to conduct an investigation with respect to PHI relating to services under this Contract; and
- j. At the termination or expiration of this Contract, the CONTRACTOR shall return to the COUNTY all PHI received from, or created or received by the CONTRACTOR on behalf of, the COUNTY that the CONTRACTOR still maintains in any form and shall not retain copies of such information. If such return is not feasible, the CONTRACTOR shall continue to protect such PHI in accordance with this Contract and HIPAA, and must limit further uses and disclosures of such PHI to those purposes that made the return of such PHI not feasible.
- C. The CONTRACTOR may, if necessary, use and disclose PHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR. However, in order to disclose PHI:
 - a. The disclosure must be required by law; or
 - b. (i). The CONTRACTOR must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - (ii). The person must notify the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

- D. In conformity with HIPAA and the security regulations promulgated thereunder, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall:
 - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all E-PHI; and
 - b. Ensure that any agent, including a subcontractor, to whom it provides E-PHI agrees to implement reasonable and appropriate safeguards to protect such information; and
 - c. Report to COUNTY any security incident of which it becomes aware.
- E. CONTRACTOR has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("ePHI") on behalf of the COUNTY complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart.

CONTRACTOR agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.

CONTRACTOR agrees to report to the COUNTY any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. CONTRACTOR agrees to report the Security Incident to the COUNTY as soon as reasonably practicable, but not later than 10 business days from the date the CONTRACTOR becomes aware of the incident.

THE COUNTY agrees and understands that it is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including CONTRACTOR.

F. CONTRACTOR agrees that, on behalf of the COUNTY, it will perform any transaction for which a standard has been developed under the Electronic Data Interchange (EDI) Rule that CONTRACTOR could reasonably be expected to perform in the ordinary course of its functions on behalf of the COUNTY.

CONTRACTOR agrees that it will comply with all applicable EDI standards. The COUNTY further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

- G. Notwithstanding any other provisions of this Contract, this Contract may be terminated by the COUNTY, in its sole discretion and without penalty to or recourse against the COUNTY, if it determines that the CONTRACTOR has violated a term or provision of this Contract pertaining to the CONTRACTOR's HIPAA obligations, or if the CONTRACTOR engages in conduct which would, if committed by the COUNTY, result in a violation of HIPAA and/or the regulations promulgated thereunder by the COUNTY.
- H. The COUNTY and its representatives shall be entitled to audit the CONTRACTOR from time to time to verify compliance with the terms of this Contract. The COUNTY shall be entitled and enabled to inspect the records and other information relevant to the CONTRACTOR's compliance with the terms of this Contract during normal business hours and at the CONTRACTOR's place of business.
- I. The CONTRACTOR shall protect, defend, reimburse, indemnify, and hold the COUNTY, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of any disclosure of PHI or E-PHI due to the actions or inactions of the CONTRACTOR and/or any of its agents, servants, subcontractors and employees.

The parties agree to take any action necessary to amend this Contract from time to time so that the COUNTY is in compliance with the Privacy Rule, the Security Rule, the HITECH Act and HIPAA in general. The parties may agree to amend this Contract from time to time in any other respect that they deem appropriate. This Contract shall not be amended except by written instrument executed by the parties.

ARTICLE 6 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to

perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- 4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR's

employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- 1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- 2. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- 3. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONTRACTOR understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

4. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

- 5. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- 6. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
- 7. The CONTRACTOR understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- 8. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Sharon Cushnie, Senior Buyer.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract.

CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. <u>Commercial General Liability</u>: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. <u>Business Auto Liability</u>: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, nonowned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. <u>Workers' Compensation Insurance & Employer's Liability</u>: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. Professional Liability: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. <u>Additional Insured Clause</u>: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

- F. <u>Waiver of Subrogation</u>: CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. <u>Certificates of Insurance</u>: Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. <u>Umbrella or Excess Liability</u>: If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. <u>Right to Revise or Reject</u>: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise,

arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in

conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 24 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change

until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director Purchasing, Palm Beach County 50 South Military Trail, Suite 110 West Palm Beach, FL 33415

With a copy to:

Nancy Bolton, Director Risk Management Department Palm Beach County 100 Australian Avenue West Palm Beach, FL 33406

If sent to the CONTRACTOR, notices shall be addressed to:

Arelis Marcalle 13621 NW 12th St Ste 300 Sunrise, FL 33323

With a copy to:

Compliance Solstice Benefits, Inc. 7901 SW 6th CT, Suite 400 Plantation, FL 33324

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and

collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: Deputy Clerk WITNESSES: MML Signature Name (type or print) Name (type or print) Signature James J. Moore BOARD OF COUNTY COMMISSIONERS

Chairman

CONTRACTOR:

By__

Solstice Benefits, Inc. Company Name

Signature

Carlos Ferrera Typed Name

Chief Operating Officer Title

APPROVED AS TO TERMS AND CONDITIONS

Βv

Department Director

By_

Name (type or print)

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

County Attorney

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Multiple Option Dental Plan	S PROJECT NO. OR HID NO.: 12-073/SC
PROJECT NAME OR BID NAME: MUTCIPIC OPETER CONTRACT	ADDRESS: 6220 Old Dobbin Lare, Columbia, ME, 21045
CONTACT PERSON: Cindy Deporter	PHONE NO.: 954-858-4703 FAX NO.: 888-215-5732 Risk Management Department
July 9, 2012	USER DEPARTMENT: RISK Management Department

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -MAYBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-MAYBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

	(Check one or both M/WBE	('alegorics) SBE		DOLLAR AMOU	NT OR PERCNT/	TAGE OF WORK			
Name, Address and Pheae Number	Minority Business	Small Business	Black	Hispanic	Women	('aucasian	Other (Please Specify)		
138 South					ini y zaro o ne	X	\$9798 (SBE)		
Banyan Printing, 128 South		X		•) Web-	-		
HWY, Lake Worth, FL, 33460			<u> </u>				and and a second s		
561-586-6220					•••		an san ang a many		
				ega ways s	•• ·		·		
					-				
P (Please use additional sheets if newssary)			- • • • • • • • • • • • • • • • • • • •	an da an			\$9798		
total Bid Prices 3.2 Million		iotal SBF-M WBF	Participation Do	Har Amount or Perce	ntage of Work \$9	798, 0.3%			
		Mati	G.			Authorized	Representativ		
bereby certify that the above information accurate to the best	at my knowledge	Signature				title			
Note: 1. The amount listed on this form for a attainment. 2. Firms may be certified by Palm Beau ander the appropriate category.	th County as an SBE	and/or and M/W					lollar amount or percentage		
3. M/N BE information is being collected	l for tracking purpos	es only.	105				9/7/2011		

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and su to be performed and the dollar amount and/or percentage for each work i Subcontractor is SBE certified to perform. Failure to properly complete Sched	item. SBE cred	lit will only be gi	ven for items	s which the S	BE-M/WBE
PROJECT NUMBER: 12-073 SC PROJ	ECT NAME	Multiple	Option	Dental	Program
TO: UnitedHealthcare					
(Name of Bidder)	*** -*** ********************				
The undersigned is certified by Palm Beach County as a - (check one or	more, as app	plicable):			
Small Business Enterprise X Minority Business Enterpr	ise				
Black Hispanic Women Caucasian _X Other (Ple	ease Specify)	a			
Date of Palm Beach County Certification: 10/8/09					
The undersigned is prepared to perform the following described work in cor Necessary	nnection with 1	the above projec	t. Additional	Sheets May	Be Used As
Line Item/			Tota	al Price/	
Lot No. Hem Description <u>1</u> Myuhcdentl.com brochure	Qty/Units 2500	Unit Pric	e Peri	centage B3.00	
2 Prenatal brochure	2500	.1532	2 3	83.00	
3 CMM brochure	2500	.153		83.00	
4 FAQ Brochure	2500	.15.		83.00	
5 Bridge2Health Brochure	2500	.346	8 1	867.00	
6 Enrollment Brochure	2500	.346	8 8	67.00	
at the following price or percentage	V040				
(Subcontractor's quote)					
and will enter into a formal agreement for work with you conditioned upon yo	our execution o	of a contract with	Palm Beach C	County.	
If undersigned intends to subcontract any portion of this job to a cer the subcontractor and the amount below.					e name of
Price and/or Percentage 3266.00	Banyan	Printing			
	(N	iame of Subcontr	actor)		
The Prime affirms that it will monitor the SBE's listed to ensure the SBE's per affirms that it has the resources necessary to perform the work listed with subcontractors except as noted above. The undersigned subcontractor understands that the provision of this form quotations to other bidders.	hout subcontra	acting to non-cei	rtified SBE or	any other ci	ertified SBE
UnitedHealthcare Insurance Company	Ban	ivan Print	ling		
Print name of Bidder		int name	ALING	tractor	
1 MARIE		all.	u		
By:	By	000			
•		Signa			
Jay Matushak, Authorized Representative		Manning,	Tresid		_
Print name/title of person executing on behalf of the Bidder	Print r	name/title of perso of SBE/M/WE	on executing or SE Subcontract		
Revised 10/26/2011	Date:	7/3/201	2		
400					

A Benefit Proposal for

Palm Beach County Board of County Commissioners

SOLD UAF

UnitedHealthcare®

Benefit Levels and Rates for PPO Effective January 01, 2013

		Volu	intary	i	Voluntary		
		Low Incentive PPO			High Incentive PPC		
Dental Services		Custom	ı (P8975)		Custom (P8976)		
Legal Entity		UnitedHealthcare			UnitedHealthcare		
		Insurance	Company		Insurance	Company	
		In	Out of		In	Out of	
		Network	Network		Network	Network	
Diagnostic Service				_	· · ·		
Periodic Oral Evaluation	_	100%	80%		100%	90%	
Radiographs	_	100%	80%		100%	90%	
Lab and Other Diagnostic Tests		100%	80%		100%	90%	
Preventive Services						and the second second	
Dental Prophylaxis (Cleaning)		100%	80%	_	100%	90%	
Fluoride Treatment		100%	80%		100%	90%	
Sealants		100%	80%		100%	90%	
Space Maintainers		100%	80%		100%	90%	
Basic Services							
Restorations (Amalgams or Composite)		70%	50%		80%	70%	
Emergency Treatment		70%	50%		80%	70%	
Simple Extractions		70%	50%	7	80%	70%	
Major Services							
General Services		40%	20%		50%	40%	
Complex Oral Surgery] [40%	20%	1	50%	40%	
Periodontics] [40%	20%		50%	40%	
Endodontics		40%	20%	1	50%	40%	
Inlays/Onlays/Crowns	ן ך	40%	20%	1	50%	40%	
Dentures and Removable Prosthetics		40%	20%		50%	40%	
Fixed Partial Dentures (Bridges)		40%	20%		50%	40%	
Implants		N/A	N/A	1	50%	40%	
Orthodontic Services							
Orthodontia		50%	25%		50%	50%	
Orthodontia Eligibility	1 1	Child (up	to age 19)	1	Child (up	to age 19)	
					·		
Deductible		\$50	\$100		\$50	\$100	
Deductible applies to Prev. & Diag.		Yes	Yes	1	No	Yes	
Annual Max	1 1	\$1000	\$500		\$1500	\$1000	
Lifetime Ortho Max		\$1000	\$1000	1	\$1500	\$1000	
Annual Implant Max	1 1		/A		\$25		
Waiting Period applies	1		es	1	Ye		
Out of Network Basis	1		AC		UCR		
CMM–Annual Roll-Over	1 1		es	1	Ye		
				I			
Employee	169	\$	14.40	346	\$	27.05	
Employee + One Dependent	93		27.34	169	\$51.84		
Employee + Two Dependents	42	\$	33.44	87	\$	59.89	
Employee + Three or More Dep	38	38 \$46.43 77		\$	84.70		
	342			679			
Monthly Premium			45.04		\$29,8		
Annual Premium		\$97,7	40.48		\$358,231.08		

Exhibit "C" Page 3 of 5

Benefit Levels and Rates for DHMO Effective January 01, 2013

Dental Services		Voluntary DMO S700A-PBC Custom (D0641)		
Legal Entity		Dental Benefit Providers		
		In Network	Out of Network	
Diagnostic Service Preventive & Diagnostic				
Periodic Oral Evaluation				
Radiographs	-			
Lab and Other Diagnostic Tests	-			
Dental Prophylaxis (Cleaning)	-1	See Co-Pay Schedule		
Fluoride Treatment				
Sealants				
Space Maintainers				
Basic Services				
Restorations (Amalgams or Composite)	_			
General Svcs (incl Emerg Treatment)	_			
Simple Extractions	-	See Co-Pa	/ Schedule	
Oral Surgery (includes surgical			1	
extractions) Periodontics	-			
Endodontics	-			
Major Services				
Inlays/Onlays/Crowns and Bridges				
Dentures and Removable Prosthetics	See Co-Pay Schedu			
Fixed Partial Dentures (Bridges)	1			
Orthodontic Services				
Orthodontia		See Co-Pa	/ Schedule	
Orthodontia Eligibility	a Eligibility			
Deductible				
Deductible applies to Prev. & Diag.				
Annual Max		See Co-Pa	/ Schedule	
Annual TMJ Max				
Lifetime Ortho Max	_			
Waiting Period applies	_			
Out of Network Basis				
Employee	4005			
Employee Employee + One Dependent	1288	•	11.33	
Employee + Two Dependents	764 346		19.38	
Employee + Three or More Dep	340 439	· ·	26.26 34.65	
	2837	φ.	J4.00	
Monthly Premium	2001	\$53,6	96 67	
Annual Premium		\$644,3		
		+ • • • • • •		

Assumptions

- For Plans: Solstice S700A-PBC; Custom PPO;
- Rates are valid for 90 days from July 05, 2012.
- Rates are effective from January 01, 2013 through December 31, 2015.
- Quote assumes a complete dental replacement.
- United Healthcare reserves the right to adjust the above rates should enrollment fluctuate by +/-10%.
- Voluntary plan rates are based on 0% employer contribution with no participation requirements.
- The In- and Out-of-Network Calendar Deductibles, Maximums and Lifetime Ortho Maximums are combined.
- Quote assumes custom Exclusions and Limitations.
- Rates include 0% broker commissions.
- Assumed contract situs is Florida.
- Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.
- Rates are guaranteed for 36 months.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Dependent children are covered to 30.
- The managed care plans contained in this quote are available to members residing within the approved zip codes. Please contact your sales representative to confirm product availability.

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare, and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.

A		TIF	ICATE OF LI	ABIL	.ITY IN	ISURA		DAT	
E	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEL) SURA	OR NEGATIVELY AME NCE DOES NOT CONST	IND, EXTI	END OR AL'	TER THE C	OVERAGE AFFORDED		HE POLICIES
l t	MPORTANT: If the certificate hold he terms and conditions of the polic certificate holder in lieu of such endor	er is a v. cert	an ADDITIONAL INSURED), the polic	cy(ies) must l ement. A sta	be endorsed itement on t	. If SUBROGATION IS V his certificate does not	VAIVE	D, subject to rights to the
	DUCER	30110		CONT	ACT				<u> </u>
115	urance Office of America - MIA 10 NW 72nd Avenue, Suite 530 mi, FL 33126		· 、	NAME PHONI (A/C, N E-MAIL ADDRI	o, Ext): (786) 4	164-1516	FAX (A/C, No)	: (786) 464-1517
							RDING COVERAGE		NAIC #
INS	URED	·······					y Company		19356
Solstice Benefits, Inc P.O. Box 19199				INSURER B : Hartford Accident & Indemnity Company				22357	
				ER C : Fidelity		······································	-	39306	
	Plantation, FL 33318-0199			INSUR	ER D : Homela	and ins Co	of NY		34452
ĺ	,			INSUR	ER E :				
	VERAGES CFE	TICIO		INSUR	ERF:	·····			
	HIS IS TO CERTIFY THAT THE POLICI		ATE NUMBER:				REVISION NUMBER:		
	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PFRT	A CONDI AIN, THE INSURANCE AFF IES. LIMITS SHOWN MAY HA	TION OF A	ANY CONTRA Y THE POLIC REDUCED BY	CT OR OTHEI IES DESCRIE PAID CLAIMS		FOT TO	
INSF	TYPE OF INSURANCE GENERAL LIABILITY	INSR	WVD POLICY NUMBE	R	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
A			PAS 04761690		5/3/2012	5/3/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JECT LOC	-						\$	
Α	<u> </u>]						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
~	ANY AUTO		PAS 04761690		5/3/2012	5/3/2013	BODILY INJURY (Per person)	\$	
	AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
		┨						\$	
							EACH OCCURRENCE	\$	
	CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$	\vdash						\$	
в	AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS ER		
U	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	-21WBCAE3678		1/31/2012	1/31/2013	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
С	Crime		CCB 0062624.00		0/00/00/0	0/00/00/00	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	Errors & Omissions		CCP 0063624 06 MCR-5801-12		9/28/2012 8/1/2012		Employee Theft Errors/Omissions		1,000,000 1,000,000
RE.	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI PALM BEACH COUNTY BOARD OF CO TIFICATE HOLDER IS ADDITIONAL INS		COMMISSIONEDS				ITTEN CONTRACT.		
CE	RTIFICATE HOLDER			CANC	ELLATION	······································			
	PALM BEACH COUNTY BOA	RD O	F COUNTY	THE ACC	EXPIRATION	DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
	COMMISSIONERS 100 AUSTRALIAN AVE, STE WEST PALM BEACH, FL 330	200 46	•		PP	2			
AC	ORD 25 (2010/05)	The	ACORD name and logo	are regis	© 1988- tered marks	2010 ACOR of ACORD	D CORPORATION. All	rights	s reserved.

APPENDIX J DISCLOSURE OF OWNERSHIP INTERESTS RFP NO. 12-073/SC

PALM BEACH COUNTY CHIEF OFFICER, TO. OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME the personally undersigned authority, this day appeared , hereinafter referred to as "Affiant," who being by me first duly sworn, under Carlos Ferrera oath, deposes and states as follows:

1 Affiant appears herein as:

[] an individual or [X] the <u>Chief Operating Officer</u>

[X] the <u>Chief Operating Officer</u> of <u>Solstice Benefits, Inc</u> [position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 7901 SW 6th Court, Ste. 400, Plantation, FL 33324

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

2 Tar

Affiant

Carlos Ferrera (Print Affiant Name)

The foregoing instrument was acknowledged before me this 510 day of 1004 J who has produced as identification and who did take an oath.

NORMA CAUSEY MY COMMISSION # EE 033431 EXPIRES: October 7, 2014 ded Thru Notary Public Underent

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Notary Public	Trues ?		-	
(Print Notary Na	me)		-	
State of Florida a	at Large			Í
My Commission		21.	20	1 f

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Florida Profit Corporation

SOLSTICE BENEFITS, INC.

Filing Information

Document Number	P04000156909	
FEI/EIN Number	141917982	
Date Filed	11/17/2004	
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Event Date Filed	12/29/2011	
Event Effective Date NONE		

Principal Address

7901 SW 6TH COURT 400

PLANTATION FL 33324

Changed 02/15/2006

Mailing Address

PO BOX 19199 PLANTATION FL 33318

Changed 02/15/2006

Registered Agent Name & Address

CHIEF FINANCIAL OFFICER P.O. BOX 6200 32314-6200 200 E. GAINES ST. TALLAHASSEEQ FL 32399 US

Officer/Director Detail

Name & Address

Title DPT

FLAX, MICHAEL D D.D.S. 7901 SW 6TH COURT, SUITE 400 PLANTATION FL 33324

Title DCOO

FERRERA, CARLOS 7901 SW 6TH COURT, SUITE 400 PLANTATION FL 33324

HILLE SUFU

FERRERA, CARLOS 7901 SW 6TH COURT, SUITE 400 PLANTATION FL 33324

Title D

ROLNICK, AUDIE M M.D. 7901 SW 6TH COURT, SUITE 400 PLANTATION FL 33324

Title D

RUDEN, AUDREY F 7901 SW 6TH COURT, SUITE 400 PLANTATION FL 33324

Title D

MEYERSON, STUART MANN 7901 SW 6TH COURT, SUITE 400 PLANTATION FL 33324

Annual Reports

Report Year Filed Date201102/17/2011201201/27/2012201202/22/2012

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CONTRACT FOR Multiple Option Dental Program

This Contract is made as of this______, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and <u>UnitedHealthcare</u> <u>Insurance Company</u>, *a corporation* authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide Multiple Option Dental Program to the employees of Palm Beach County Board of County Commissioners, as well as the employees of Palm Tran, Inc. and the Supervisor of Elections in accordance with Interlocal Agreement No. R2002 2287 (most recently amended on October 18, 2011 with Agreement No. R2011 1668) and RFP 12-073/SC (Exhibit A), and CONTRACTOR's proposal dated July 6th, 2012 (Exhibit B), both of which are incorporated herein and which are located within the County's Purchasing department.

Premiums that apply to this contract are specified in Premium Schedule (Exhibit C) and incorporated into and made part of this contract. Premiums as specified in Exhibit C are guaranteed for 36 months (January 1, 2013 through December 31, 2015).

A "Certificate of Coverage" or "Plan Booklet" that includes Plan Benefits and Members' rights and responsibilities under the Plan will be provided by CONTRACTOR to COUNTY. CONTRACTOR agrees to draft the Certificate of Coverage or Plan Booklet and will provide the draft to COUNTY for its review and approval in advance of January 1, 2013. Upon review and approval by the COUNTY, the COUNTY represents that the "Certificate of Coverage" or Plan Booklet shall become the official Plan Booklet. CONTRACTOR will use the finalized Plan Booklet to administer the plan. The Plan Booklet will be reviewed and updated as needed.

If COUNTY is not provided with a copy of the finalized Plan Booklet by the time this contract is effective, CONTRACTOR will administer the Plan in accordance with the provisions of the RFP, CONTRACTOR's proposal dated July 6th, 2012, Premium Schedule (Exhibit C) and in accordance with the draft version of the Plan Booklet provided by CONTRACTOR to COUNTY. CONTRACTOR will continue to administer the Plan in this manner until CONTRACTOR receives the finalized Plan Booklet and follows its preparation and review process. After that time CONTRACTOR will use the finalized Plan Booklet to administer the plan.

The COUNTY's representative/liaison during the performance of this Contract shall be Nancy Bolton, Director, Risk Management Department, telephone number (561) 233-5400 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Arelis Marcalle, telephone number (954)858-4704.

ARTICLE 2 - ORDER OF PRECEDENCE (use if applicable)

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A – RFP 12-073/SC and all Amendments thereto, which are incorporated into and made part of this contract; (2) Exhibit B, CONTRACTOR's proposal dated July 6th, 2012; and (3) all other documents, if any, cited herein or incorporated herein by reference.

Premiums are identified in Exhibit C – Premium Schedule.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on January 1, 2013 and complete all services by December 31, 2015 with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of (Please see Proposal Document - Exhibit B) and Premium Schedule (Exhibit C). Premiums as specified in Exhibit C are guaranteed for 36 months (January 1, 2013 through December 31, 2015).

The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B and the final premiums which are listed in Exhibit C for services rendered toward the completion of the Scope of Work/Services.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (45) days following the COUNTY representative's approval.
- C. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "<u>final invoice</u>" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and

costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - BUSINESS ASSOCIATE AGREEMENT

- Α. As a business associate of the COUNTY, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall carry out its obligations under this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and, in order to protect the privacy, confidentiality, integrity, and availability of all individually identifiable protected health information that is created, received, collected, processed, learned, maintained or transmitted on behalf of the COUNTY or as a result of the services provided under this Contract (hereinafter "PHI"), which shall include electronic protected health information (hereinafter "E-PHI"). The definition of PHI and E-PHI as used herein shall be in accordance with definition of these terms in HIPAA and/or the regulations promulgated thereunder.
- B. In conformity with HIPAA and the privacy regulations promulgated thereunder, the CONTRACTOR agrees that it and its agents, subcontractors, servants, and employees shall:
 - a. Not use or further disclose PHI except as permitted under this Contract or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Contract and shall not use or further disclose PHI in a manner that would violate HIPAA's requirements if done by the COUNTY;
 - c. As soon as reasonably practical, report to the COUNTY any use or disclosure of PHI not provided for by this Contract of which the CONTRACTOR becomes aware, and mitigate, to the extent possible, any harmful effect of such use or disclosure of PHI;
 - d. CONTRACTOR shall promptly inform the COUNTY of a Breach of Unsecured PHI following the first day on which CONTRACTOR knows of such Breach or following the first day on which CONTRACTOR should have known of such Breach. In addition, CONTRACTOR shall provide written notification to the COUNTY hereunder which notification shall:
 - a. Be made no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - b. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

- e. Ensure that any business associates, agents or subcontractors to whom the CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions, terms and conditions that apply to the CONTRACTOR with respect to such PHI;
- f. Make PHI available to the COUNTY and to individuals who have a right of access to information under HIPAA;
- g. Incorporate any amendments to PHI in accordance with HIPAA when notified to do so by the COUNTY;
- h. Provide an accounting of all uses or disclosures of PHI made by the CONTRACTOR, in accordance with HIPAA, within sixty (60) days;
- i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the CONTRACTOR's and the COUNTY's compliance with HIPAA. The CONTRACTOR shall immediately notify the COUNTY upon receipt or notice of any request by the Secretary of the Department of Health and Human Services to conduct an investigation with respect to PHI relating to services under this Contract; and
- j. At the termination or expiration of this Contract, the CONTRACTOR shall return to the COUNTY all PHI received from, or created or received by the CONTRACTOR on behalf of, the COUNTY that the CONTRACTOR still maintains in any form and shall not retain copies of such information. If such return is not feasible, the CONTRACTOR shall continue to protect such PHI in accordance with this Contract and HIPAA, and must limit further uses and disclosures of such PHI to those purposes that made the return of such PHI not feasible.
- C. The CONTRACTOR may, if necessary, use and disclose PHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR. However, in order to disclose PHI:
 - a. The disclosure must be required by law; or
 - b. (i). The CONTRACTOR must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - (ii). The person must notify the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

- D. In conformity with HIPAA and the security regulations promulgated thereunder, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall:
 - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all E-PHI; and
 - b. Ensure that any agent, including a subcontractor, to whom it provides E-PHI agrees to implement reasonable and appropriate safeguards to protect such information; and
 - c. Report to COUNTY any security incident of which it becomes aware.
- E. CONTRACTOR has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("ePHI") on behalf of the COUNTY complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart.

CONTRACTOR agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.

CONTRACTOR agrees to report to the COUNTY any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. CONTRACTOR agrees to report the Security Incident to the COUNTY as soon as reasonably practicable, but not later than 10 business days from the date the CONTRACTOR becomes aware of the incident.

THE COUNTY agrees and understands that it is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including CONTRACTOR.

F. CONTRACTOR agrees that, on behalf of the COUNTY, it will perform any transaction for which a standard has been developed under the Electronic Data Interchange (EDI) Rule that CONTRACTOR could reasonably be expected to perform in the ordinary course of its functions on behalf of the COUNTY.

CONTRACTOR agrees that it will comply with all applicable EDI standards. The COUNTY further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

- G. Notwithstanding any other provisions of this Contract, this Contract may be terminated by the COUNTY, in its sole discretion and without penalty to or recourse against the COUNTY, if it determines that the CONTRACTOR has violated a term or provision of this Contract pertaining to the CONTRACTOR's HIPAA obligations, or if the CONTRACTOR engages in conduct which would, if committed by the COUNTY, result in a violation of HIPAA and/or the regulations promulgated thereunder by the COUNTY.
- H. The COUNTY and its representatives shall be entitled to audit the CONTRACTOR from time to time to verify compliance with the terms of this Contract. The COUNTY shall be entitled and enabled to inspect the records and other information relevant to the CONTRACTOR's compliance with the terms of this Contract during normal business hours and at the CONTRACTOR's place of business.
- I. The CONTRACTOR shall protect, defend, reimburse, indemnify, and hold the COUNTY, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of any disclosure of PHI or E-PHI due to the actions or inactions of the CONTRACTOR and/or any of its agents, servants, subcontractors and employees.

The parties agree to take any action necessary to amend this Contract from time to time so that the COUNTY is in compliance with the Privacy Rule, <u>the Security Rule</u>, the HITECH Act and HIPAA in general. The parties may agree to amend this Contract from time to time in any other respect that they deem appropriate. This Contract shall not be amended except by written instrument executed by the parties.

ARTICLE 6 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the

CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- 4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and

agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- 1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- 2. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- 3. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONTRACTOR understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

- 4. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
- 5. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.

- 6. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
- 7. The CONTRACTOR understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- 8. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Sharon Cushnie, Senior Buyer.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further,

CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. <u>Commercial General Liability</u>: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. <u>Business Auto Liability</u>: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. <u>Workers' Compensation Insurance & Employer's Liability</u>: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. Professional Liability: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis. CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. <u>Additional Insured Clause</u>: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

- F. <u>Waiver of Subrogation</u>: CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. <u>Certificates of Insurance</u>: Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. <u>Umbrella or Excess Liability</u>: If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. <u>**Right to Revise or Reject</u>**: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.</u>

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services

performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 24 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected,

and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director Purchasing, Palm Beach County 50 South Military Trail, Suite 110 West Palm Beach, FL 33415

With a copy to:

Nancy Bolton, Director Risk Management Department Palm Beach County 100 Australian Avenue West Palm Beach, FL 33406

If sent to the CONTRACTOR, notices shall be addressed to:

Arelis Marcalle 13621 NW 12th St Ste 300 Sunrise, FL 33323

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

]

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:_ **Deputy Clerk**

WITNESSES:

Jennifer Paige

Name (type or print)

Sighature

Signature

Andrea Werth

Name (type or print)

By:_

Chairman

CONTRACTOR:

UnitedHealthcare Insurance Company **Company Name**

nature

BY:

Jay Matushak Typed Name

Authorized Representative Title

APPROVED AS TO TERMS AND CONDITIONS

Depart/ment Director

By_

County Attorney

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Multiple Option Dental Plans PROJECT NO. OR BID NO.: 12-073/SC

NAME OF PRIME BIDDER: UnitedHealthcare	ADDRESS: 6220 Old Dobbin Lare, Columbia, ME, 21045
CONTACT PERSON: Cindy Deporter	PHONE NO.: 954-858-4702 FAX NO.: 888 215-5732
BID OPENING DATE: July 9, 2012	USER DEPARTMENT: Risk Management Department

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

(Check one or both <u>M/WBF</u>	(Calcgories) <u>SBE</u>		DOLLAR AMOL	NT OR PERCNT	AGE OF WORK	
Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
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	Signature				fitle	
	MWRE Minority Business Dixie	Minority Small Business Business Dixie X	M/WBE SBE Minority Small Business Black Dixie X Dixie X Total Total	M/WBE SBE DOLLAR AMOL Minority Small Black Hispanic Dixie X Image: Second se	MWBE SBE DOLLAR AMOUNT OR PERCINT Minority Small Black Hispanic Women Bixie X	M/WBE SBE DOLLAR AMOUNT OR PERCENTAGE OF WORK Minority Small Black Hispanic Women Caucasian Dixie X

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.

2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.

3. M/W BE information is being collected for tracking purposes only.

Vote:

Revised 9/7/2011

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor to be performed and the dollar amount and/or percentage for each Subcontractor is SBE certified to perform. Failure to properly complete	i work item. SBE cri	dit will only be g	iven for item	s which the S	BE-M/WRF
TO: UnitedHealthcare					
(Name of	Bidder)				
The undersigned is certified by Palm Beach County as a - (check	one or more, as a	oplicable):			
Small Business Enterprise X Minority Business E	nterprise				
Black Hispanic Women Caucasian _X Oti	her (Please Specify)			
Date of Palm Beach County Certification: 10/8/09					
The undersigned is prepared to perform the following described wor Necessary	k in connection with	the above projec	t. Additional	Sheets May	Be Used As
Line Item/			Tot	al Price/	
Lot No. Item Description	Qty/Units 2500	Unit Pric	e Per	centage B3.00	
2 Prenatal brochure	2500	.153		83.00	
3 CMM brochure	2500	.153		83.00	
4 FAQ Brochure	2500	.15		83.00	
5 Bridge2Health Brochure	2500	.346		867.00	
6 Enrollment Brochurc	2500	.346		67.00	
at the following price or percentage	<u>Anno 1999 - La constante da cons</u>				
(Subcontractor's q	vote)				
and will enter intra a formal surgement to surgement					
and will enter into a formal agreement for work with you conditioned u If undersigned intends to subcontract any portion of this job to the subcontractor and the amount below.					name of
Price and/or Percentage _ 3266.00	Banyan	Printing			
	{	Name of Subcontr	actor)		
The Prime affirms that it will monitor the SBE's listed to ensure the SI affirms that it has the resources necessary to perform the work lists subcontractors except as noted above. The undersigned subcontractor understands that the provision of the quotations to other bidders.	ed without subcont	racting to non-cer	tified SBE or	any other ce	rtified SBE
					protioning
UnitedHealthcare Insurance Company	Bai	yan Print	ling		
frint name of Bidder	P	rint name at the W	WBE Subcont	ractor	•
By:		Alla	au	7	
Signature	ey ez	Signal			-
Jay Matushak, Authorized Representat	And Poger	Manning,			
Print name/title of	and the second se		resid		
person executing on behalf of the Bidder	Print	name/title of perso of SBE/M/WB	n executing on E Subcontracto	i behalf or	
Revised 10/26/2011	Date:	7/3/201			
					an airte an

Exhibit "C" - Page 1 of 5

A Benefit Proposal for

Palm Beach County Board of County Commissioners



UnitedHealthcare®

Benefit Levels and Rates for PPO Effective January 01, 2013

		Volu	ntary		Volu	ntary
		Low Ince	ntive PPO			ntive PPO
Dental Services		Custom	(P8975)			(P8976)
l a mal E a tit		UnitedH	ealthcare		UnitedH	ealthcare
Legal Entity			Company		Insurance	Company
	1 [ln	Out of] [In	Out of
		Network	Network		Network	Network
Diagnostic Service			``````````````````````````````````````			
Periodic Oral Evaluation		100%	80%		100%	90%
Radiographs	1 1	100%	80%		100%	90%
Lab and Other Diagnostic Tests	1 1	100%	80%		100%	90%
Preventive Services			•			
Dental Prophylaxis (Cleaning)		100%	80%		100%	90%
Fluoride Treatment	1 [100%	80%	7	100%	90%
Sealants	1	100%	80%	1	100%	90%
Space Maintainers	1	100%	80%		100%	90%
Basic Services			·			
Restorations (Amalgams or Composite)		70%	50%		80%	70%
Emergency Treatment	1 1	70%	50%	1	80%	70%
Simple Extractions	1 1	70%	50%		80%	70%
Major Services	1 1					, i i i i i i i i i i i i i i i i i i i
General Services	1	40%	20%		50%	40%
Complex Oral Surgery	1 1	40%	20%		50%	40%
Periodontics	1 1	40%	20%		50%	40%
Endodontics	1 ľ	40%	20%	1	50%	40%
Inlays/Onlays/Crowns	1 1	40%	20%		50%	40%
Dentures and Removable Prosthetics	1 1	40%	20%	1	50%	40%
Fixed Partial Dentures (Bridges)	1 1	40%	20%	1	50%	40%
Implants	1 1	N/A	N/A	1	50%	40%
Orthodontic Services						1
Orthodontia		50%	25%		50%	50%
Orthodontia Eligibility	1 h		to age 19)	1		to age 19)
Deductible		\$50	\$100		\$50	\$100
Deductible applies to Prev. & Diag.	1	Yes	Yes	1	No	Yes
Annual Max	1	\$1000	\$500	1	\$1500	\$1000
Lifetime Ortho Max	1	\$1000	\$1000	1	\$1500	\$1000
Annual Implant Max	1 h		/A			500
Waiting Period applies	1		es	1		es
Out of Network Basis	1 1		AC	1		90th
CMM–Annual Roll-Over	1		es	1		es
	ונ	•			`	
Employee	169	9	514.40	346	9	\$27.05
Employee + One Dependent	93		527.34	169	\$51.84	
Employee + Two Dependents	42		533.44	87		59.89
Employee + Three or More Dep	38		\$46.43	77		\$84.70
- •	342			679		
Monthly Premium		\$8.1	45.04		\$29,8	352.59
Annual Premium			740.48		\$358,2	
		. ,				

Exhibit "C" - Page 3 of 5

Benefit Levels and Rates for DHMO Effective January 01, 2013

(alumtary DMO

Dental Services	Voluntary DMO S700A-PBC Custon (D0641)				
Legal Entity		Dental Benefit Providers			
		ln Network	Out of Network		
Diagnostic Service Preventive & Diagnostic					
Periodic Oral Evaluation					
Radiographs					
Lab and Other Diagnostic Tests					
Dental Prophylaxis (Cleaning)		See Co-Pa	y Schedule		
Fluoride Treatment					
Sealants					
Space Maintainers					
Basic Services					
Restorations (Amalgams or Composite)					
General Svcs (incl Emerg Treatment)					
Simple Extractions		See Co-Pa	y Schedule		
Oral Surgery (includes surgical					
extractions)					
Periodontics					
Endodontics					
Major Services	_				
Inlays/Onlays/Crowns and Bridges					
Dentures and Removable Prosthetics		See Co-Pa	y Schedule		
Fixed Partial Dentures (Bridges)					
Orthodontic Services					
Orthodontia		See Co-Pa	y Schedule		
Orthodontia Eligibility					
Deductible					
Deductible applies to Prev. & Diag.					
Annual Max		See Co-Pa	y Schedule		
Annual TMJ Max	ł				
Lifetime Ortho Max	1				
Waiting Period applies					
Out of Network Basis	<u></u>	L			
Employee	1288		511.33		
Employee + One Dependent	764		519.38		
Employee + Two Dependents	346		26.26		
Employee + Three or More Dep	439		34.65		
	2837				
Monthly Premium			696.67		
Annual Premium		\$644,3	500.04		

Assumptions

- For Plans: Solstice S700A-PBC; Custom PPO;
- Rates are valid for 90 days from July 05, 2012.
- Rates are effective from January 01, 2013 through December 31, 2015.
- Quote assumes a complete dental replacement.
- United Healthcare reserves the right to adjust the above rates should enrollment fluctuate by +/-10%.
- Voluntary plan rates are based on 0% employer contribution with no participation requirements.
- The In- and Out-of-Network Calendar Deductibles, Maximums and Lifetime Ortho Maximums are combined.
- Quote assumes custom Exclusions and Limitations.
- Rates include 0% broker commissions.
- Assumed contract situs is Florida.
- Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.
- Rates are guaranteed for 36 months.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Dependent children are covered to 30.
- The managed care plans contained in this quote are available to members residing within the approved zip codes. Please contact your sales representative to confirm product availability.

Exhibit "C" - Page 5 of 5

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare, and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.

Ą	CORD	CER ⁻	ΓIF		ATE OF LIA	BIL		ISURA			(MM/DD/YYYY) 5/2012
	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
1 U	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRC	PRODUCER Marsh USA Inc. CONTACT NAME: 333 South 7th Street, Suite 1600 PHONE FAX (A/C, No, Ext): (A/C, No): Minneapolis, MN 55402-2400 E-MAIL (A/C, No):										
Attn: Healthcare.AccountsCSS@marsh.com Fax 212-948-1307								NAIC #			
· ·	115-ALL-ALL-12-13 JRED						RA: Old Repub	lic Insurance Co			24147
U	INITEDHEALTHCARE INSI	JRANCE COMPANY					RB: NA	Proporty Convolt	Company Of America		N/A
	220 OLD DOBBIN LANE COLUMBIA, MD 21045							Topenty Casuality	Company Of America		25674
						INSURE					
L						INSURE					
-	VERAGES				NUMBER:		-004481990-01		REVISION NUMBER: 2		
C E	ERTIFICATE MAY BE XCLUSIONS AND CON	STANDING ANY RI ISSUED OR MAY	EQUIF PERI POLI	REME AIN, CIES.	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBE	DOCUMENT WITH RESPE	CT TO	
		SURANCE	INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
A	GENERAL LIABILITY	ERAL LIABILITY			MWZY59664		05/01/2012	05/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000
	CLAIMS-MADE	X OCCUR							MED EXP (Any one person)	\$	10,000
			1						PERSONAL & ADV INJURY	\$	1,000,000
]			1					GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIM			1					PRODUCTS - COMP/OP AGG	\$	2,000,000
					· · · · · · · · · · · · · · · · · · ·			•	COMBINED SINGLE LIMIT	\$	0.000.000
A	X ANY AUTO				MWTB21537	ļ	05/01/2012	05/01/2014	(Ea accident) BODILY INJURY (Per person)	\$\$	2,000,000
	ALL OWNED AUTOS	SCHEDULED							BODILY INJURY (Per accident)		
	HIRED AUTOS	AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
										\$	
	UMBRELLA LIAB	OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB	CLAIMS-MADE							AGGREGATE	\$	
<u> </u>	DED RETEN				HC2JUB472M475512 (AOS)		05/01/0040	05/04/0010		\$	
c	AND EMPLOYERS' LIABI	LITY V/N			HRJUB472M476712 (MA & WI)		1	05/01/2013 05/01/2013	X WC STATU- TORY LIMITS ER		1,000,000
С	ANY PROPRIETOR/PARTI OFFICER/MEMBER EXCLI (Mandatory in NH)	JDED?	N/A		HWXJUB472M477912 (XWC OH)			05/01/2013	E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPER.	ATIONS below			(NHO ON)		05/01/2012	00/01/2013	E.L. DISEASE - EA EMPLOYEE		1,000,000
A	Managed Care Profession				MWZZ50659		05/01/2012	05/01/2014	E.L. DISEASE - POLICY LIMIT Each Claim	\$	\$5,000,000
	Retro Date: 1/1/77						0010 112012	00/01/2014	Annual Aggregate		\$5,000,000
RE: P The	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS THE GENERAL LIABILITY POLICY INCLUDES A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE UNITEDHEALTH GROUP IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS.										
CE	RTIFICATE HOLDE	र			· · · · · · · · · · · · · · · · · · ·	CANC	ELLATION		·····		l
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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: NANCY BOLTON 100 AUSTRALIAN AVENUE, SUITE 200 WEST PALM BEACH EL 33046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
WEST PALM BEACH, FL 33046	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
	Manashi Mukherjee Manashi Mukanujee
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ACORD 25 (2010/05)

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APPENDIX J DISCLOSURE OF OWNERSHIP INTERESTS RFP NO. 12-073/SC

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Jay Matushak ______, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[_] an individual or

[X] the <u>Authorized Rep</u> of <u>UnitedHealthcare Insurance</u> Company (UHIC) [position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is:	6220 Old Dobbin Lane
Columbia Maryland	21045

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant ushak Mat

(Print Affiant Name)

The	foregoing	instrument	was	acknowledged	before	me	this	(14	day	of	July	20	12	by
			****	I) who) is pe	ersona	lly kri	own <mark>to</mark>	me	or	[y who	has	produ	ced
				as identific	ation an	id who	did tal	(e an oal	lh.					

Notary Public Bristen L. Wie	S.			KRISTEN L WIESE NOTARY PUBLIC MINNESOTA Correlisation Expires Jan. 31, 2019
(Print Notary Name) Statě of Říðrádá kářáje My Commission Expires:	State	of	Minnes	

Palm Beach County Board of County Commissioners



RFP No. 13-073/SC

Multiple Option Dental Program

Analysis of Proposals

July 25, 2012

IMPORTANT: This proposal analysis is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
A. General Administration							
name, address, e-mail address, telephone number, and work hours of the contact person(s) who will be primarily responsible for servicing each member of the GROUP.	Dana Ennis, National Account Director 5401 West Kennedy Blvd., Suite 760 Tampa, FL 33609-2457 Dana.ennis@assurant.com 337.991.0305 (office); 337.298.2665 (mobile) Monday-Friday; 9:00 am - 6:00 pm EST Mark Linsky, Sales Manager 5401 West Kennedy Blvd., Suite 760 Tampa, FL 33609-2457 813-207-1220 (office); 813- 205-9151 (mobile) Mark.linsky@assurant.com Monday-Friday; 8:00 am - 5:00 pm EST Steve Lepley, Assistant Sales Manager 5401 West Kennedy Blvd., Suite 760 Tampa, FL 33609-2457 813-207-1230 (office); 813- 240-0059 (mobile) Seve.lepley@assurant.com Monday-Friday; 8:00 am - 5:00 pm EST	The customer service telephone numbers are: DHMO – 1.877.325.3979 PPO – 1.877.203.9921 Main Point of Contact Tracey Carbonell 4350 West Cypress Street, Suite 400, Tampa, FL 33607	Cigna's Member Services are directly available to members 24 hours / 365 days per year to verify benefits for employees and additional services. Phone: 1-800-Cigna24 / 1-800-244-6224 Email: www.cigna.com Email to Member Website: www.MyCigna.com Dina D'Angelo Client Manager 1571 Sawgrass Corporate Parkway Sunrise, FL 33303	Mike Molina, Account Executive Rose Marrero, Account Manager Luis Santiago, Account Service Associate 5200 Blue Lagoon Drive Suite 110 Miami, FL 33126 (888) 715-0335 Office hours are Monday - Friday 8 am - 5 pm.	market office. The	Account Manager at the time of the sale and will	Arelis Marcalle will be your assigned account manager. You will be delighted by the ongoing service provided by your account specialist who has the training and experience to ensure you receive the same fast; personalized and complete responses every time. Her contact information is: 13621 NW 12TH St Suite 300 Sunrise FL 33323 954/858-4704 amarcalle@uhc.com Ms. Marcalle will be in the office as often as necessary to provide superior service to your account. You will also be assigned a senior service account manager who is the client's point of contact for routine service issues or when the account manager is unavailable. If your

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Deita Dental	Humana	MetLife	United Healthcare Dental
3. Please indicate the name, address, e-mail address, telephone number, and work hours of the contact person(s) who will be primarily responsible for servicing each member of the GROUP. Continued							primary account manager is unavailable, a backup account manager, will step in to assist you with any inquiries.
5. Patient co-payments (ADA codes) on the DHMO plan will be guaranteed from January 1, 2013 through	January 1, 2016	December 31, 2014	December 31, 2017	December 31, 2015	December 31, 2013 or December 31, 2012 Humana is proposing a one-year or a two-year guarantee.	A guarantee is not provided. Updated regularly in conjuction with American Dental Association changes.	December 31, 2015

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
6. How much notice will be given for changes (180 day minimum required) in the following: a. Monthly rates? b. Patient co-payments?	180 days	Changes that occur to monthly rates will be made known when the renewal is released to the County. FCL can accommodate the renewal being released at any pre-determined interval. PPO fee schedules are reviewed yearly. This usually takes place between June and September for a targeted effective date of January 1. DHMO fee schedules are reviewed annually and revisions for the schedule of benefits typically take place every 2-3 years.	180 days or more	180 days	180 days	180 days	180 days
7. How much notice will be given for initial rate change indication (240 days minimum required): days	240 days	240 days	240 days or more	240 days	240 days	240 days	240 days

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida					
		Florida Combined Life	· ·				
 8. What percentage of premiums received are paid to the participating dental providers? Explain how this differs by product type. Option I – DHMO Option II – PPO Option III –PPO Proposed Alternative Plan 	 Option I – DHMO - 60% Option II – PPO - 0% Option III – PPO - 0% Proposed Alternative Plan PPO 0% - DHMO – 60% 	 Option I – DHMO - 60- 70% Option II – PPO - None Option III – PPO - None Proposed Alternative Plan PPO - None 	40-50 percent to network general dentist compensation, 20-25 percent for specialty care delivery, and 10 percent for other dental services. Administrative expenses and profit account for the	PPO Approximately 90% of premium is allocated toward the payment of dental services. DHMO Approximately 50% of premium is allocated toward a combination of general	 Option I – DHMO 74 to 78 percent Option II – PPO 85 to 89 percent Option III – PPO 85 to 89 percent Proposed Alternative Plan 85 to 89 percent 	This information is proprietary .	 Option I – DHMO – N/A Option II –PPO - 80.4% Option III –PPO - 87.9% Proposed Alternative Plan - 87.9%
			Option II,III & Alternative Plan - The majority of the	dentist capitation and incurred specialty care and out-of-area emergency claims. Premium allocation varies by plan design.			

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
 9. Do you capitate your DHMO dentists, specialists, and orthodontists? Dentists: Yes No Specialists: Yes No Orthodontists: Yes No No 	 Dentists: Yes Specialists: No Orthodontists: No 	 Dentists: Yes Specialists: No Orthodontists: No 	 Dentists: Yes Specialists: No Orthodontists: No 	• Dentists: Yes • Specialists: No • Orthodontists: No	• Dentists: Yes • Specialists: No • Orthodontists: No	• Dentists: Yes • Specialists: No • Orthodontists: No	• Dentists: No • Specialists: No • Orthodontists: No
allowed to transfer to	DHMO - Yes PPO participants are not assigned providers.	Yes	Yes	Yes	Yes	Yes	Yes

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
cost, if any.	We offer paperless enrollment via electronic data exchange. For policyholders that do not provide eligibility updates via electronic data exchange, Online Advantage allows policyholders to enter eligibility data on line, as well as process terminations and changes to member eligibility. There is no added cost for using electronic data exchange or for our Online Advantage application.	FCL can accommodate a paperless enrollment. This can be completed by utilizing a standard 834 HIPAA-compliant transfer file that contains the enrollment data. This option is available to the County at no additional cost.	enrollment environment: • Internet - Clients submit and view real-time eligibility or reporting information via our online client website. Can be used in conjunction with either automated eligibility or manual eligibility. • Automated Eligibility - Clients submit eligibility information by electronic transmission. Reporting results for the automated file processing are then published to our online client website for review. We do not apply additional charges for development of the eligibility file if the client adheres to the requirements of our standard package. There could be additional costs for maintenance of the file if there are non-standard changes to our automated	enrollment environment at no additional cost. We accept eligibility transmission in the following formats: • Secure File Transfer Protocol (SFTP) • FTP with PGP encryption • Email with PGP encryption • Secure email monitoring system • Secure website (Delta Dental pick up or customer drop off) • Web enrollment (directly online) • Enrollment cards If applicable, clients should confirm electronic data transmission method with Delta Dental prior to implementation. Routine set up for new groups is 60 days. If a nonstandard format is used, Delta Dental requests notification a minimum of 90 days in advance of the effective	environment. There is no additional cost for electronic enrollment. Humana accepts eligibility in the following formats: • Via the employer portal of HumanaDental.com • Electronic Data Interchange (EDI) • Paper enrollment form • Via secured messaging • Via phone • Via fax	You can even tailor the program to meet your employee's preferred enrollment method whether that is online, on the phone, onsite	Our company can provide a paperless enrollment environment. OnlinEnroll is an optional service offered at an additional cost. Enrolling online makes benefit administration easier and more efficient for you, with easy data collection and management. It's simple. It saves time. And it increases accuracy. Employees can use the self-service OnlinEnroll Web site for the following items: • Annual enrollment • Life-event changes • Beneficiary management • Confirmation statements In addition, at your request we can add links to educational materials and other employees support resources.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
12. Can your company provide a paperless enrollment environment? If yes, please describe your methods and the impact on cost, if any. Continued			processing or if non- standard changes are required due to invalid data on the eligibility submission. These charges vary depending on the extent of the work required to make the requested changes or necessary corrections.		Humana generates ongoing maintenance reports for additions, changes and terminations by comparing the client's full file against system enrollment.		 OnlinEnroll provides everything employees and their families need to make the best choices for their health care needs. OnlinEnroll also provides employers with the ability to handle other human resources tasks such as the following: Ongoing benefits administration Beneficiary management Importing and exporting files Extensive reporting, including self-billing Beneficiary management Importing and exporting files Extensive reporting, including self-billing Extensive reporting, including self-billing Importing and exporting files Extensive reporting, including self-billing If you are interested in this benefit, we will be happy to discuss this option with you and any applicable costs.
				<i>,</i>			

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
13. The BOARD prefers to self-bill based on our own enrollment records. However, the Supervisor of Elections and Palm Tran may require a monthly roster billing. Confirm that you will accommodate self -billing. Yes No Confirm that you will accommodate roster billing, along with self-billing. Yes No	Yes	Yes	Yes	Yes	Yes	Yes Self-billing Roster billing is not a standard billing offering.	Yes
14. Do you have a member services department to answer questions or to air any grievances? Yes No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
16. Do you have a formal appeal process? Yes No	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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MPORTANT: This proposal analysis is a summary outline of the proposed carrier(s), based on information provided by each carrier. It does not include all of the details in the RFP's. The RFP's themselves must be read for those details.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
19. Although the plans will be offered on a voluntary (employee-pay-all) basis, the GROUP will require plan policies listing the GROUP as the policy holder, and the County's standard contract which must be fully executed by the Board of County Commissioners and other representatives of the GROUP. Please confirm your compliance with this requirement below: Yes No	Yes		Yes Cigna reviewed the Standard County Contract (Attachment 1) and provided its deviations. However, since this is for a fully insured product, our insurance policy and certificate will be issued and be made part of the Contract as well. These are filed documents and there is very little flexibility to change the provisions. As such, any conflict between the terms of this Agreement and the insurance policy, the terms of the insurance policy shall govern.	Yes	Yes	Yes	Yes

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida					
		Florida Combined Life					
20. What do you issue to	We will provide the	Employees are supplied	DHMO	Delta Dental will provide two	Employees who enroll	PDP	No, an employee cannot
an employee that verifies	employee a Certificate of	with a copy of the plan	The Cigna Dental Care	ID cards per family upon	for dental coverage	There are no ID cards to	· · · ·
his/her coverage in a plan	Coverage (PPO) or	certificate along with and ID	(DHMO) ID card is digitally	receipt of complete accurate	receive an identification	worry about. Members	temporary ID cards online.
and its provisions? Can an	Evidence of Coverage	card to verify his/her	printed and laminated and	enrollment. PPO and DHMO	card within 10 working	need to notify the dentist	We mail ID cards to the
employee access and print	(DHMO) and an ID card.	coverage. While temporary	consists of two ID cards	ID cards will be sent to	days of completed clean	that MetLife is their	members' home address.
a temporary ID online?	Yes, employees can print	cards cannot be printed	attached to a card carrier.	employees' homes at no	enrollment in Humana's	Dental benefits provider	We also can bulk ship ID
		online, an electronic copy of		additional charge. Additional		and MetLife will take	cards to a location you
	application Online	a temporary letter can be	request permanent or print	ID cards are available online	Printing standard ID	care of the rest.	designate, although there
	Advantage. Employees with		temporary ID cards from	at deltadentalins.com.	cards is included in the	MetLife can include two	may be an additional cost.
		distribution to employees,	myCigna.com.		fee: one card for a	reference cards in the	We issue two ID cards per
			DPPO		single employee and two	enrollment kit.	employee. Members may
	mobile app.	Furthermore, if an	Identification cards with the		for family coverage.	Employees can print	call our toll-free customer
	1	employee needs a	client's account information		A member may use a	reference cards via the	service line or visit our
		replacement card, these	are mailed to the employees'		copy of a completed	MyBenefits website.	website to request
		can be ordered through	homes at no charge.		enrollment form as	DHMO	additional cards. If a
		customer service.	Cigna Dental PPO members			ID cards will be mailed	member loses his/her
			can also print ID cards		enrollment. A network	within 15 working days.	card, it's quick and easy
			instantly on myCigna.com.		dentist with questions		to get a replacement.
					about member	member can go online at	Members can call
						any time and print a	customer service or use
					toll-free telephone	temporary ID card.	the Interactive Voice
					number for confirmation.		Response (IVR) system to
							request additional ID
							cards. Members can also
							go online to request one.
-							We do not charge for
							additional ID cards.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
22. Is there a grace period if premiums are not received by the due date? Yes <u>No</u> If so, how long?	Yes 31 Days	is 15 to 20 days. However,	No If payment is not rendered by the last day of the grace period, cancellation for non- payment will begin. Additional grace period options are currently not available.	Yes PPO Delta Dental's grace period for premiums is 30 days. DHMO Capitation is paid monthly to our network dentists, making prompt eligibility reporting and premium payment essential to the successful delivery of the DeltaCare USA plan. It is important that monthly premium is paid upon receipt of the billing statement.	plans include a 31-day grace period.	Yes The grace period is 31 days.	Yes We do not charge interest on payments made within the 30-day grace period.
23. How long has your company been in business as a dental insurance provider in Florida? Nationally?	Florida - 26 years Nationally - 26 years	FCL began offering dental insurance products in 1995. FCL provides national coverage to its members as well, through our partner relationship with DenteMax.	DHMO-FL 1974 PPO - 1996 Nationally - 1963	1970 / 1968 1975 / 1986	Insurance Company licensed in Florida since 1963, and CompBenefits Company has been licensed in Florida since 1978. Nationally,	Florida and Nationally - 1985	PPO - Florida - 1984 Nationally - 1984 DHMO – Florida - 1994 Nationally - Not Applicable

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	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
			CIGINA Dental	Delta Delitar	numana	IMETLIJE	United Healthcare Denta
	Benefits	Florida					
		Florida Combined Life					
25. Will you waive waiting	 Option I – DHMO - Yes 	 Option I – DHMO - Yes 	Option I – DHMO - Yes	 Option I – DHMO - Yes 			Option I – DHMO - Yes
periods for employees who	 Option II – PPO - Yes 	 Option II – PPO - Yes 		Option II – PPO - Yes	 Option II – PPO - Yes 	 Option II – PPO - Yes 	Option II – PPO - Yes
are currently enrolled under	 Option III – PPO -Yes 	 Option III – PPO -Yes 	 Option III – PPO -Yes 	Option III – PPO -Yes	 Option III – PPO -Yes 	Option III – PPO -Yes	Option III – PPO -Yes
the existing plans?	 Proposed Alternative Plan 	 Proposed Alternative Plan 	 Proposed Alternative Plan 	Proposed Alternative Plan	Proposed Alternative	Proposed Alternative	Proposed Alternative
Option I – DHMO	- Yes	- Yes	Yes	Yes	Plan - Yes	Plan - Yes	Plan - Yes
YesNo		Waiting periods are only					
Option II – PPO Yes		applicable to the proposed					
No		PPO plans.					
Option III –PPO Yes		They will only be waived for					
No		members who are covered					
Proposed Alternative Plan		under the current PPO					
YesNo		plan.					
103100		plan			· · ·		
28. The County's existing carrier provides, to all plan participants, a value-added	Yes	No	Yes	Yes	Yes	Yes	Yes
vision discount plan. Does your proposal offer a similar							
plan? Yes No							

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
30. Please indicate if you are able to agree to the indemnification language as stated. Yes No	Yes	imputed, constructive or	Yes Agreed, so long as Cigna is not required to indemnify the acts of our dentists.	Yes	arise as a result of acts or omissions on its part or the part of its employees in the performance of the contract. Humana's contracts do not include a hold harmless provision that indemnifies the County for general legal action from members, employees, subcontractors, or other vendors. Humana does not indemnify the County as a result of the acts or omissions of third parties, including its member service providers.	MetLife Comment: For insured business: the Group Policy which will be issued by MetLife to the group customer is a contract indemnification. That is, by the terms and conditions of the Group Policy, MetLife promises to pay the benefits under your plan or program and to defend any challenged claim decisions in the event of litigation. MetLife's indemnification obligations will be limited to such claims. For DHMO business: SafeGuard shall defend, indemnify and hold the client harmless from any and all injuries, claims, demands, liabilities, suits at law or in equity, or judgments of any nature whatsoever, which the client or its employees may sustain or incur by reason of any act, neglect, default,	·

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
30. Please indicate if you are able to agree to the indemnification language as stated. Yes No Continued	, , , , , , , , , , , , , , , , ,	_				alleged malpractice or inadequate care or service rendered to a SafeGuard member by any contracting SafeGuard dentist or SafeGuard contracting dental facility.	
Provider Network							
1. How many and what percentage of providers were added to your DHMO network in each of the last	See Below	See Below	See Below	See Below	See Below	See Below	See Below
three (3) years? (Complete the charts separately for Palm Beach, Broward and Martin Counties).							
a. Palm Beach County Primary Care no / % 2009	no. 18 / 9.6% - 2009	no. 22 / 2.52% - 2009	no. 15 / 11.3% - 2009	no. 6 / 15% - 2009	no. 22 / 2.52% - 2009	no. 114 / 32.76% - 2009	no. 112/ 58% - 2009
no / % 2010	no. 36 / 18.6% - 2010	no. 10 / 1.15% - 2010	no. 13 / 8.9% - 2010	no. 8 / 17.78% - 2010	no. 10 / 1.15% - 2010	no. 113 / 26.53% - 2010	no. 104 / 34% - 2010
no / % 2011	no. 29 / 13.7% - 2011	no. 24 / 2.75% - 2011	no. 18 / 11.9% - 2011	no. 5 / 9.80% - 2011	no. 24 / 2.75% - 2011	no. 164 / 34.17% - 2011	no. 184 / 45% - 2011
a. Palm Beach County Specialists no / % 2009	no. 38 / 18.6% - 2009	no. 18 / 3.42% - 2009	no. 19 / 17.4% - 2009	no. 9 / 13.24% - 2009	no. 18 / 3.42% - 2009	no. 117 / 39.93% - 2009	no. 89 / 52% - 2009
no / % 2010	no. 40 / 19.6% - 2010	no. 7 / 1.33% - 2010	no. 10 / 7.8% - 2010	no. 13 / 17.33% - 2010	no. 7 / 1.33% - 2010	no. 120 / 34.99% - 2010	no. 93 / 36% - 2010
no / % 2011	no. 22 / 10.4% - 2011	no. 12 / 2.28% - 2011	no. 28 / 20.7% - 2011	no. 11 / 14.10% - 2011	no. 12 / 2.28% - 2011	no. 54 / 15.25% - 2011	no. 73 / 21% - 2011
b. Broward County Primary Care no / % 2009	no. 22 / 7.3% - 2009	no. 75 / 7.28% - 2009	no. 31 / 13.6% - 2009	no. 22 / 22.92% - 2009	no. 74 / 7.28% - 2009	no. 138 / 35.20% - 2009	no. 112 / 64% - 2009

MPORTANT: This proposal analysis is a summary outline of the proposed carrier(s), based on information provided by each carrier. It does not include all of the details in the RFP's. The RFP's themselves must be read for those details.

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida					
		Florida Combined Life					00 / 0 / 10 / 0000
no / % 2010	no. 12 / 3.9% - 2010	no.32 / 3.15% - 2010	no. 31 / 12.5% - 2010	no. 19 / 18.10% - 2010	no. 32 / 3.15% - 2009	no. 92 / 21.30% - 2010	no. 99 / 34% - 2009
no / % 2011	no. 27 / 8.1% - 2011	no. 25 / 2.36% - 2011	no. 38 / 14.2% - 2011	no. 21 / 17.95% - 2011	no. 25 / 2.36% - 2011	no. 144 / 28.63% - 2011	no. 155 / 40% - 2011
 b. Broward County Specialists no / % 2009 	no. 24 / 11.2% - 2009	no. 40 / 8.06% - 2009	no. 22 / 14.8% - 2009	no. 16 / 16.67% - 2009	no. 40 / 8.06% - 2009	no. 102 / 34.34% - 2009	no. 58 / 38% - 2009
no / % 2010	no. 17 / 8% - 2010	no. 20 / 4.03% - 2010	no. 15 / 8.6% - 2010	no. 16 / 11.95% - 2010	no. 20 / 4.03% - 2010	no. 96 /29.54% - 2010	no. 70 / 33% - 2010
no / % 2011	no. 18 / 17.9% - 2011	no. 16 / 2.28% - 2011	no. 24 / 12.8% - 2011	no. 26 / 22.03% - 2011	no. 16 / 2.28% - 2011	no. 80 / 20.94% - 2011	no. 74 / 26% - 2011
c. Martin County Primary	no. 1/9.1%	no. 0 / 0% - 2009	no. 3 / 13.0% - 2009	no. 0 / 0% - 2009	no. 0 / 0% - 2009	no. 6 / 35.29% - 2009	no. 12 / 600% - 2009
Care no / % 2009							
no / % 2010	no. 0 / 0%	no. 0 / 0% - 2010	no. 4 / 16.0% - 2010	no. 1 / 25% - 2010	no. 0 / 0% - 2010	no. 7 / 30.43% - 2010	no. 2 / 14% - 2010
no / % 2011	no. 0 / 0% - 2011	no. 0 / 0% - 2011	no. 2 / 7.4% - 2011	no. 0 / 0% - 2011	no. 0 / 0% - 2011	no.6 / 25.00% - 2011	no. 10 / 63% - 2011
c. Martin County	no. 5 / 14.7% - 2009	no. 0 / 0% - 2009	no. 5 / 11.6% - 2009	no. 2 / 9.52% - 2009	no. 0 / 0% -2009	no. 16 / 44.44% -2009	no. 16 / 200% -2009
Specialists no / % 2010	no. 1 / 2.9% - 2010	no. 0 / 0% - 2010	no. 1 / 2.1% - 2010	no. 0 / 0% - 2010	no. 0 / 0% - 2010	no. 1 / 3.03% - 2010	no. 8 / 33% - 2010
no/ % 2011	no. 2 - 2011	no. 1 / 2.22% - 2011	no. 1 / 2.2% - 2011	no. 2 / 9.09% - 2011	no. 1 / 2.22% - 2011	no. 3 /9.09% - 2012	no. 6 / 19% - 2011

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
3. How many and what percentage of providers were added to your PPO network in each of the last three (3) years? (Complete the charts separately for Palm Beach, Broward and Martin Counties).	See Below *Our history of adds is not tracked separately for general dentists or specialists.	See Below * Please note that the PPO information cannot be separated out by general dentist and specialist. The numbers provided below include both.	See Below	See Below	See Below * Humana does not provide county breakdowns for the number of PPO providers that were added to the network. Please find the number of providers that were added to the network nationally for the years requested below. Year Net additions 2009 14,570 2010 32,647	See Below	See Below
					2011 YTD 10,517		
a. Palm Beach County Primary Care no/ % 2009	no. 145/ % - 2009	no. 7 / 1.6% - 2009*	no. 57 / 15.0% - 2009	no. 49 / 16.61% - 2009	*	Response not found	no. 177 / 25% - 2009
no / % 2010	no. 267 / % - 2010	no. 8 / 1.7% - 2010*	no. 28 / 6.3% - 2010	no. 46 / 13.73% - 2010	*	Response not found	no. 333 / 41% - 2010
no / % 2011	no. 385 % - 2011	no. 13 / 5% - 2011*	no. 34 / 7.4% - 2011	no. 50 / 14.12% - 2011	*	Response not found	no. 224 / 23% - 2011
a. Palm Beach County Specialists no / % 2009	no. 105/ *24% - 2009	*	no. 35 / 20.7% - 2009	no. 36 / 19.35% - 2009	*	Response not found	no. 137 / 33% - 2009
no / % 2010	no. 193 / *39% - 2010	*	no. 23 / 11.0% - 2010	no. 24 / 11.1% - 2010	*	Response not found	no. 271 / 53% - 2010
no / % 2011	no. 227 / *46% - 2011	*	no. 21 / 8.9% - 2011	no. 18 / 7.73% - 2011	*	Response not found	no. 102 / 18% - 2011
b. Broward County Primary Care no / % 2009	no. 218 / % - 2009	no. 15 / 2.1% - 2009*	no. 70 / 11.7% - 2009	no. 62 / 12.92% - 2009	*	Response not found	no. 163 / 18% - 2009
no / % 2010	no. 352 / % - 2010	no. 17 / 2.2% - 2010*	no. 37 / 5.6% - 2010	no. 58 / 11.07% - 2010	*	Response not found	no. 358 / 32% - 2009
no / % 2011	no. 350 / % - 2011	no. 26 / 4% - 2011*	no. 47 / 6.8% - 2011	no. 73 /13.35% - 2011	*	Response not found	no. 183 / 15% - 2011

2

MPORTANT: This proposal analysis is a summary outline of the proposed carrier(s), based on information provided by each carrier. It does not include all of the details in the RFP's. The RFP's themselves must be read for those details.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
b. Broward County Specialists no / % 2009	no. 135 / *31% - 2009	*	no. 36 / 16.5% - 2009	no. 41 / 19.16% - 2009	*	Response not found	no. 116 / 27% - 2009
no / % 2010	no. 248 / *43% - 2010	*	no. 21 / 8.0% - 2010	no.36 / 14.40% - 2010	*	Response not found	no. 256 / 45% - 2010
no / % 2011	no. 193 / *35% - 2011	*	no. 32 / 11.0% - 2011	no. 33 / 12.04% - 2011	*	Response not found	no. 104 / 16% - 2011
c. Martin County Primary Care no / % 2009	no. 7 / % - 2009	no. 3 / 5% - 2009*	no. 9 / 16.6% - 2009	no. 10 / 38.46% - 2009	*	Response not found	no. 6 / 21% - 2009
no / % 2010	no. 30 / % - 2010	no. 2 / 5% - 2010*	no. 3 / 5.0% - 2010	no. 11 / 32.35% - 2010	*	Response not found	no. 20 / 56% - 2010
no / % 2011	no. 8 / % - 2011	по. 4 / 7% - 2011*	no. 5 / 8.0% - 2011	no. 5 / 11.36% - 2011	*	Response not found	no. 11 / 26% - 2011
c. Martin County Specialists no / % 2009	no. 8 / *31% - 2009	*	no. 6 / 13.0% - 2009	no. 7 / 18.42% - 2009	*	Response not found	no. 5 / 12% -2009
no / % 2010	no. 21 / *43% - 2010	*	no. 0 / 0% - 2010	no. 5 / 11.36% - 2010	*	Response not found	no. 15 / 33% - 2010
no / % 2011	no. 11 / *35% - 2011	*	no. 0 / 0% - 2011	no. 4 / 8.33% - 2011	*	Response not found	no. 12 / 24% - 2011

1	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Deita Dental	Humana	MetLife	United Healthcare Denta
1	Benefits	Florida					
		Florida Combined Life					
6. A common dental	Throughout Broward, Palm	FCL has ample pediatric	We are continuously	We are committed to	Overall approximately 2	The MetLife PPO	We understand the need
program complaint by	Beach and Martin counties,	dentistry access within	expanding our network to	immediate network	percent of dentists	program does not	for Pediatric Dentists and
County employees is that	we currently have a total of	these counties for our PPO	meet the needs of current	expansion and recruitment	nationally are		General Practitioners that
there are not enough	72 DHMO pediatric dental	and DHMO. We have not	and potential clients. While	efforts as necessary for all of	pedodontists. Under		treat children and we are
dentists who treat children	locations and 97 PPO	received complaints from	the majority of your	Palm Beach County's key	Humana's proposed	in a fee-for-service	continuously recruiting
(Pediatric Dentists, or	pediatric dental providers.	members regarding access	employees have convenient	locations. We would be	plans parents do not	environment, our	new Pediatric Dentists to
General Dentists who	Additionally, within this tri-	or waiting periods. If a	access to network dentists,	happy to partner with Pam	need referrals for	program utilizes dentists	into our DHMO networks.
will see small children (0 -	county area, we also have	member should encounter	we are committed to	Beach County to expand the			Our DHMO network ease
11) in the Palm Beach	a list of 80 (and growing)	an issue of this nature, our	expanding our network	network in areas of concern.	additionally Humana will	· · ·	some of the wait time by
County DHMO and PPO	general dentists that treat	Dental Customer Service	according to our clients'	We will conduct recruitment	add dentists to the	as soon as necessary	being open access and
networks and that the	children.	staff will assist the member	needs.	through several methods	network at patients	for their patients. The	not requiring prior
waiting periods for	PPO network partnership,	in obtaining an appointment	Cigna is offering a DHMO	including mass mailings,	requests.	waiting period for an	approval to visit the
appointments are too long.	with access to those	within the requested	Network Recruitment	telephone calls, employee		appointment should	Pediatric Dentist for
How would your company	additional network dentists	timeframe with a	Guarantee with our proposal.	referrals, and personal visits		therefore be no greater	routine dental work
address those concerns?	available to our PPO	participating pedodontist.	We are committing to	by our Professional		than the average waiting	(exams, X-rays, cleaning
	members beginning in	· · · · · · · · · · · · · · · · · · ·	recruiting 12 providers from	Relations representatives.		period for any patient	fluoride, sealants, and
	August 2012. Though our		the DHMO disruption report	Delta Dental's GeoAccess		seeing that particular	space maintainers,). In
	analysis is not yet		who are not already	match to Palm Beach		dentist.	addition, customer servic
	complete, we expect this			County's census for the		Managed Dental Plan	agents are able to help
	new alliance to result in		DHMO.	Premier program is 98		As of June 2012 we	members find providers
	approximately 16 additional			percent, 99 percent for the		have the following	with shorter wait times.
	pediatric dentists in the			PPO program, and 94		number of providers in	
	Broward, Palm Beach, and			percent for the DHMO		Palm Beach County:	
	Martin county area.			program.		Endodontist - 104	
						General Dentist - 521	
						Oral Surgeon - 87	
						Orthodontist - 44	
						Pedodontist - 83	
		· ,				Periodontist - 62	
		с					

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
9. Will your company pursue and add dentists to each network upon request from County employees? Yes No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
19. Eligibility File: a. Does your system maintain on-line eligibility files? Yes No If yes, how frequently are the files updated?	Yes Files are updated as frequently as weekly. Manual transactions have a standard turn around expectation of 5 business days, with 3 days being the average.	group.	Yes The frequency of eligibility updates can be structured to meet the needs of the client, with options for submitting data on a weekly, bi-weekly, semi-monthly, or monthly basis. Less than weekly may also be available but will require non-standard approval.	Yes Online eligibility is updated continuously via files and/or the web.	Yes Humana updates eligibility information within five to seven calendar days after it is received.	Yes For customers using MetLink, eligibility updates can be made to a member as often as necessary.	Yes
19F. Will you automatically terminate, or provide us a notification, of a child reaching the end of his eligibility period (end of the month in which he turns 26; or end of the calendar year in which child turns age 30)? Yes No		Dependents are automatically terminated at the end of the year that	student status for Palm Beach County board of	Yes Will generate report 120 days prior to the dependent's overage birthday. System will also send a letter to the member.	Yes	No MetLife does not notify customers of dependents reaching limiting age. When a claim is submitted for a dependent that is over the limiting age, we do notify the employee on the explanation of benefits for the claim.	No We count on you to supply us with additions, changes or terminations to your covered employees at the agreed upon frequency. We expect you to notify your employee when he or she is no longer eligible for coverage.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
26. Can employees easily access and view a list of Participating Providers online?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
C. CLAIMS ADMINISTRATIC	N						
1. Do you monitor how long, on average, it takes for employees to speak directly with a claim representative? Yes No	52 seconds	Yes 45 seconds to speak with a representative.	No Goal is 30 seconds	Yes PPO - 25 seconds DHMO - 21 seconds	Yes 18-20 seconds	Yes Average talk time is 5 minutes and 44 seconds.	Yes 15 seconds

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida					
		Florida Combined Life					
2. What percentage of your		N/A	The percentage of claim	PPO 9%	Approximately 5%	9.5%	Ten percent (10 %) of our
	any bi-lingual skills from our customer service staff. We utilize an interpreter service, which provides access to over 200 languages.	service is available to members in 172 languages. DHMO: A number of customer service	bilingual is not available. We do however provide	DHMO 44% Also has contracted with Language Line - 180 different languages.	Vietnamese, Italian, Russian, French, Mandarin, and others). Humana's Customer Care specialists guide translators through conversations to assure quality. The Language Line Service is available to Customer Care specialists during normal hours of 8 a.m. to 6 p.m. member time zone. For	serviced by conferencing the vendor Language Line, a full service language interpretation and translation company that provides over the phone interpretation in 170 languages. In addition, some of our customer service consultants are also Spanish speaking.	representatives speak both English and Spanish. All CSRs have the use of a translator and have access to the Language Line.
					Spanish translation, Humana utilizes internal translators.		

customary (R&C) levels for Out-of-Network services?procedures, we rely upon data obtained from a nationally recognized third party vendor. The data is levels updated?determine reasonable and according to the primary fee the "Fair Health" database balance bill up to their usual fees.reimbursement percentiles area, and dentists may balance bill up to their usual fees.proprietary information accutate the geographical area, and dentists may balance bill up to their usual fees.proprietary information are calculated using our own to calculate the maximum allowable fee level for fully insured companies and consists of charges for specific procedures by zip code for the area where the attending dentist performed the data is based on actual recorded charges for dental procedures. For each listed procedures. For each listed procedure the following information can be found:determine reasonable and according to the primary fee schedule in the geographical area, and dentists may balance bill up to their usual fees.promation acculated using our own area, and dentists may balance bill up to their usual fees.proprietary information and actulated through indentists frees and customary (R&C) data is based on actual recorded charges for dental procedures. For each listed procedures the found.promation acculated the geographical according to the primary fee schedule in the geographical area, and dentists may balance for informational purposes of allowance for out-of-network benchmarking standad procedures. For each listed procedures. For each listed procedures the found.determine reasonable and according to the primary fee industry data.promation canue depriment percentiles accordin		Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
Instruction of energies, moderInstruction of energies, moderInstruction of flexibility in adjusting for flexibility in adjusting MRC levels ranging from the charges (50, 60, 70, 75, 80, 85, 90, 95). This data is downloaded into our claims system. Each dental procedure code isInstruction system allows out system adjusting MRC levels ranging from the 	determine reasonable and customary (R&C) levels for Out-of-Network services? How often are these R&C levels updated?	covered charges for dental procedures, we rely upon data obtained from a nationally recognized third party vendor. The data is provided to the vendor by contributing insurance companies and consists of charges for specific procedures by zip code for the area where the attending dentist performed the dental service. This data is based on actual recorded charges for dental procedures. For each listed procedures. For each listed procedure the following information can be found: number of charges, mean charge, mode charge, and the percentile distribution of charges (50, 60, 70, 75, 80, 85, 90, 95). This data is downloaded into our claims system. Each dental procedure code is adjudicated based on the	Health" database to determine reasonable and customary charges. The "Fair Health" database used to determine R&C is updated twice per year.	Cigna will reimburse according to the primary fee schedule in the geographical area, and dentists may balance bill up to their usual fees. We have included details on our maximum reimbursable charge (MRC) allowance for informational purposes only. Cigna's standard maximum reimbursable charge (MRC) allowance for out-of-network DPPO claims payments, except for orthodontic procedures, is the 80th percentile of the amount billed for a given area. However, our system allows for flexibility in adjusting MRC levels ranging from the 50th to the 95th percentile. We use data from the Prevailing Healthcare Charges System published by Fair and Independent Research (FAIR) Health to determine the MRC. This	Delta Dental's reimbursement percentiles are calculated using our own database of all dentists' fees submitted and published industry data. • "Usual" fee is the fee regularly charged and collected for a given service by a particular dentist. If there are two or more regular fees, the lower fee is considered usual. • "Customary" fee is within the range of usual fees charged and collected for a given service by dentists of similar training within a given geographic area. • "Reasonable" fee is one that is both usual and customary. Fees exceeding customary may be justifiable if extraordinary circumstances are present (extreme difficulty or a superior level of service). DHMO	Humana uses its own proprietary information to calculate the maximum allowable fee level for fully insured dental clients. Maximum allowable fee means the lesser of: • The fee determined by comparing charges for similar services to a national database adjusted to the geographical area where the services or procedures were performed • The fee most often charged in the geographical area where the service was performed • The fee most often charged by the provider DHMO and Advantage Plus this is not applicable; the	utilizes data accumulated through internal claim processing to establish reasonable and customary (R&C) charges. We use the 90th percentile charge to establish the R&C allowance for charges on a procedure code basis within each geographic areas. Updating the R&C charges depends on the option selected by the customer, either annually or semi- annually.	following information to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representative will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. We determine an expensi allowance based on a benchmark standard. Benchmarking standards such as reasonable and customary, or average and prevailing, are set

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
Ì	Benefits	Florida					
		Florida Combined Life]				
3. How do you define and	of the provider's zip code		statistically legitimate if there	include out-of-network	Advantage Plus plans	······································	The benchmark data
determine reasonable and	and the appropriate		are nine or more	benefits. "Reasonable and	do not include out-of-		provides cost information,
customary (R&C) levels for	percentile.		occurrences of a procedure	customary" or maximum	network benefits.		by American Dental
Out-of-Network services?	How often are these R&C		code in a geographical area.	contract allowances are not	The maximum allowable		Association (ADA) code,
How often are these R&C	levels updated? Annually		If there are fewer than nine,	used to establish	fee data is updated		for each major ZIP code
levels updated?			we use Cigna's database to	reimbursement for our	twice per year.		sectional center. We
Continued			update MRC files. When	DeltaCare USA dentists.			typically set our limit at the
			both files contain less than	Delta Dental compensates			85th percentile. It can be
			nine, we use the Cigna MRC	these dentists on a			set at other percentile
			amount before the update.	capitation basis where each			levels upon request.
				dentist receives a			Members that seek care
				designated payment per			from a non-network
				month for each primary			provider are responsible
				enrollee or family assigned			for any amount incurred
				to their office.			over the set contract
				The source of your data			amount.
				Our agreement with network		·	The DHMO pre paid plan
				dentists and network			is based on set contracted
				specialists require them to			fees and is in-network
				prefile their fees. We utilize			only. As such, we do not
	· · · · ·			this data to define			consider reasonable and
				reasonable and customary			customary charges.
				fee levels for specialty			Reasonable and
				claims.			customary benchmark
				B) The percentile used			tables are updated twice
	· · · ·			All network specialists are	} 1		annually, in April and
				reimbursed on a fee			October within 60 days of
				schedule or percentage of			the release of the FAIR
				their usual fee, less any			Health tables.
				enrollee copayments. We			
				negotiate reimbursement			
	<u> </u>		1	agreements			

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	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
3. How do you define and determine reasonable and customary (R&C) levels for Out-of-Network services? How often are these R&C levels updated? Continued				ranging from 65 percent to 85 percent of the specialist's usual fees. Updated annually.	 		
4. Do network dentists automatically submit claims to the network and the claims administrator (i.e. is it a paperless process from the employee's point of view)? Yes No	Emergency Care Member may need to	Yes PPO - Non-Network provider may not submit the claim directly	Yes PPO - Out of Network	Yes Emergency Care from Out of Network	Yes If the dentist does not submit a claim, the claim is accepted from the member.	responsibility for	Yes Out of Network Emergency - may need to submit claim
8. Does your system screen for duplicate bills? Yes No	Yes	Yes The provider/member receives to recoup the overpayment.	Yes -	Yes We recover the overpayment directly by withholding from future checks.	Yes	Yes	Yes
9. Is pre-determination required for any procedure? a. DHMO Yes No b. PPO Yes No	a. DHMO - No b. PPO - No	a. DHMO - No b. PPO - No	a. DHMO - No b. PPO - No	a. DHMO - Yes b. PPO - No DHMO - all specialty care requires preauthorization.	a. DHMO - No b. PPO <i>-</i> No	a. DHMO - No b. PPO - No	a. DHMO - Yes & No b. PPO - No

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
12. Do you provide additional benefits for special situations such as pregnancy or individuals with diabetes? If yes, please describe the benefits.	There are no additional benefits for special situations such as pregnancy or for individuals with diabetes on the PPO plans; however, all members are able to obtain up to four (4) cleanings per calendar year, routine cleanings may be allowed more frequently than once every six (6) months, when medically necessary as determined by Member's Plan Dentist on the new DHMO plans offered in this proposal.	For groups that have both our medical and dental products, members are automatically enrolled in our "Oral Health for Overall Health" Wellness program. This is provided at no additional cost to the group or members.	Cigna Dental Oral Health Integration Program® (OHIP) in 2006 to encourage	enhanced benefit for pregnant enrollees covered under Delta Dental PPO and Premier plans. The benefit will cover the following additional benefits during the year(s) in which a patient is pregnant: • One additional oral exam;	plan includes four cleanings per year. DHMO and Advantage Plus The proposal plans include two adult cleanings at no charge, and two additional cleanings covered at a listed copayment amount.	designed periodontal benefits as well as a comprehensive education program with content delivered to all women of child bearing age relevant to the risks of periodontal disease bears much greater benefit to the plan participant and to the dental plan. The same is true for other chronic medical conditions as well. DHMO The MET series of Managed Dental Plans include additional	Our Prenatal Dental Care program is a special benefit for expectant mothers who are in their second or third trimester. This program provides extra coverage for specific dental services, including: • Dental cleanings • Deep scaling (deeper cleaning of the tooth) • Removal of infected or dead tissue (called debridement) When you take advantage of this program, these services: • Are covered at 100%, so there's no cost to you as long as you see a dentist who is part of our network. • Do not apply toward your annual maximum, which is the maximum amount the dental plan will cover in a given year

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
12. Do you provide additional benefits for special situations such as pregnancy or individuals with diabetes? If yes, please describe the benefits. Continued						important services such as periodontal	• Do not apply toward your deductible — the amount you must pay before your dental plan coverage begins
13. Is there a dedicated staff person that will be assigned to this account to answer claims and provider questions from employees? YesNo	No	No	Yes	Yes	Yes	No	No

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
Benefits Design							
2. Are out-of-area emergencies covered? Yes No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
operation and is there a charge for this service?	access plan information by calling Customer Service via our toll free numbers. These numbers are supported by our EASEy Start Team. This team is trained to explain the dental plan options for the employees and assist them	Service center where members can inquire and get answers to coverage questions. There would be	are handled by our pre- enrollment line that can be reached by dialing 1-800- Cigna24 (available 24 hours 7 days a week) and choosing the pre-enrollment option. No additional charge.	Customer Service toll-free at 800-521-2651. Customer	enrollment support from 8 a.m. to 6 p.m., member time, Monday	the effective date of the plan. Customer Service IVR	Yes, we do provide pre- enrollment telephone support to your members to assist them in their plan transition. Our customer service representatives (CSRs) are trained to handle your pre- enrollment dental service questions. The information they can provide will depend on when the plan design is finalized and set-up in our system.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
6. Will any limitations in coverage be waived for employees and their dependents who are currently enrolled in the County's current plans? YesNo	Yes	Yes	Yes	No	Yes	We need additional information to provide an accurate response to this question.	No
7. Are second opinions covered in all plans proposed when performed by a participating dental provider? Yes No By a non-participating dentist? Yes No	No	when performed by participating providers. For PPO , second opinions are covered under the following procedure codes, by participating and non-	Yes DHMO Second opinions are covered under the Cigna Dental Care plan. DPPO We cover the cost of second opinions in the form of a consultation.	Yes	Yes - DHMO and Advantage Plus only. Non-Participating - No	PDP At this time we are unable to provide an accurate response to this question for our quoted PDP plan. DHMO Second opinions are always available on the Managed Dental Plan.	Yes

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida Florida Combined Life					
Describe your proposed benefits in each plan and any limitations which may apply.	offered Option 2 and Option 3 plans, as well as the newly offered Low and High Option PPO plans, orthodontia benefits are available to dependent children up to age 19 for Limited, Interceptive, and	proposed plans. Orthodontia on the DHMO plan is covered once per lifetime for children and adults. Coverage on the PPO plan is provided at 50% coinsurance for children to age 19 to a	DHMO Covered Services The following procedures are covered with its own applicable patient charge: • ortho evaluation, treatment plan and records • removable and/or fixed appliance insertion for interceptive treatment (phase I) • fixed appliance insertion for extensive treatment (phase II) • interceptive and/or comprehensive treatment • retention The following orthodontic services are not covered: • cosmetic appliances • appliances to guide minor tooth movement • appliances to correct harmful habits • removable appliances as part of extensive treatment • retention PPO - Covered Services If orthodontic benefits are part of the benefit package, the following procedures		orthodontia coverage for the proposed plans. Please refer to Tab V for Humana's proposed	Cost & Benefit Summary and Schedule of Benefits included in this dental quote.	current benefit plan. We typically reimburse dentists for orthodontia

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humaną	MetLife	United Healthcare Dental
Describe your proposed benefits in each plan and any limitations which may apply. Continued	None Bracketing (for D8070, D8080 or D8090)*** 300.00 D8070 Comprehensive orthodontic treatment of the transitional dentition 2,000.00 D8080 Comprehensive orthodontic treatment of the adolescent dentition (under 18 years) 2,000.00 D8090 Comprehensive orthodontic treatment of the adult dentition (19 years or older) 2,200.00 D8660 Pre-orthodontic treatment visit (consult/records/exam) 100.00 D8680 Orthodontic retention (removal of appliances, construction and placement of retainer(s)) 250.00 D8692 Replacement of lost or broken retainer (first incident) 10.00		are covered under the DPPO plan: • ortho evaluation (if the evaluation is billed on the same day as the records or any other related orthodontic service, this is not covered) • treatment plan and records • removable and/or fixed appliance insertion for interceptive treatment (phase I) • fixed appliance insertion for comprehensive treatment (phase II) • interceptive and/or comprehensive treatment • harmful habit appliance (removable or fixed) • retention appliances • invisalign Cosmetic appliances (i.e. clear, ceramic, clarity, and decorative brackets) are not covered under orthodontic services. (See RFP for full detail)				reimbursement is the difference between the member's co-pay and the provider's contracted rate.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
		Florida Combined Life					
Describe your proposed benefits in each plan and any limitations which may apply. Continued	D8692 Replacement of lost or broken retainer (additional incidents) 50.00. The Orthodontic Copayments listed above only apply during the first 24 months of active treatment and are only available once per lifetime. After 24 months of active treatment, services will be provided to Member at a 25% reduction from the Plan Specialist's normal retail charge. Member is responsible for paying the entire reduced charge	Florida Combined Life					
	either at the time the service is received or in accordance with Plan Specialist's billing procedures.						

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida		· · · · · · · · · · · · · · · · · · ·	1		
		Florida Combined Life					
increase to the rate(s) would apply in all plans if the benefit were broadened to include adults.	coverage for dependent children up to age 19. The premiums would increase	were broadened to include adult orthodontia coverage, all quoted rate tiers would	Our DPPO covers child ortho	on the PPO plans will increase the rates by approximately 5%. Adult orthodontia is included in the	If the benefit were extended to adults, PPO rates would increase approximately 4 percent.	Response not found	The projected rate impact to add adult orthodontia coverage to PPO Option II (low plan) is 6.9%. The impact to Option III (high plan) is 4.2%. Orthodontia coverage is included for both children and adults enrolled in the DHMO plan.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
12. Is TMJ typically covered?	No	No	Νο	PPO - Can add a rider, with a minimal cost.	a limitation and exclusion, however it	No PDP - Is not routinely covered. It can be included as an optional service with its own annual and lifetime maximums, at an additional cost.	No Temporomandibular Joint (TMJ) dysfunction is typically not covered under dental plans. For a dental plan that does cover TMJ, services are typically limited to non- surgical services such as exams, x-rays and occlusal orthotic devices. Although there are variants, including separate maximums, for most plans that cover TMJ, there is no overall annual benefit limit. Frequency limits for x-rays and exams are standard; TMJ appliances would be covered once per 24-36 months, based on the client's specifications. The benefit limit itself would be part of the member's annual maximum, unless specified by your

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
	Benefits	Florida					
		Florida Combined Life					
17. How do you handle	PPO: Eligible dependents	The PPO plans are	DHMO	PPO	PPO	PDP	We have a national PPO
lependents who are away	residing outside of area	designed for in-network and	Each family member has the	Yes. Delta Dental PPO	Humana has nationwide	Eligible plan participants	network that can
t college under all	may seek services from our	out-of-network benefits.	option of selecting a different	enrollees are free to visit any	dental network		accommodate students
roposed plans? Can they	Nationwide PPO Network.	FCL also provides access	network general dentist, so	licensed dentist or specialist -	reciprocity. If members		throughout the United
elect a different dentist,	DHMO: There are no	to a national dental PPO	dependents living away from	participating network	seek care from a dentist	throughout the United	States, provided there are
tc.?	benefits for dependents that	network to all of our groups	home can choose one in	providers as well as non-	who participates in the	States and they will	participating dentists in
	are outside the state of	with Choice PPO plans. In	their area. If there is no	participating providers. We	network, benefits are	receive in-network	that location. They are
	Florida, except for	addition to its access to the	Cigna Dental Care network	will pay claims submitted on	paid at the in-network	benefits.	free to select a different
	emergency care.	BlueDental Choice dental	dental office available in the	behalf of a dependent who is	level. If members seek	DHMO	dentist.
		PPO network for services		away in college or who lives		Dependents who	DHMO coverage is
		rendered in Florida, the	dependents should schedule	in a different state than the		participate in the	available throughout the
		members would have	routine and preventive care	primary PPO enrollee. If the		Managed Dental Plan	State of Florida only
		access to the DenteMax	with their family's network	dependent visits an out-of-	benefits are paid at the	select a general dentist	through our extensive
		dental PPO network for	general dental office.	network dentist, the out-of-	out-of-network level.	from the network	provider network.
		services rendered outside	DPPO	network level of benefits will		directory at the time they	•
		of Florida. This is beneficial	With the Cigna Dental PPO	apply.	-	enroll based on where	
			plan, members may visit any	DHMO	Members must see a	they live or work. If	
-		or retired employees living	participating network dentist	Delta Dental can	participating provider for	there is a participating	
		outside of Florida, as well	to receive in-network	accommodate a split family		Managed Dental Plan	
		as to all employees in the	benefits, and any other	arrangement for dependents		dentist in the area where	
			licensed dentist to receive	not living with the primary		the dependent lives, he	
		is required while traveling		enrollee if they receive		or she may select a	
		outside the state.		treatment from a network		different general dentist	
		DHMO dependents residing		office within the same state		in that location.	
		within the state of Florida		as the primary enrollee.			
		are able to select a different		Enrollees outside of their			
		dentist than the plan holder.	· · ·	network service area can			
		However, if the dependent		use their out-of-area			
		is in an area of Florida		emergency benefit, limited to			
		where the DHMO network		a maximum allowance of			
					· · · · · · · · · · · · · · · · · · ·		

. · · ·	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
17. How do you handle dependents who are away at college under all proposed plans? Can they select a different dentist, etc.? Continued		may not be as strong, or if they are residing outside of the state of Florida, FCL recommends that the plan holder consider the PPO plan as an alternative.		\$100. Enrollees have to pay for all services at the time the treatment is provided.	*		
18. Specify the areas in Florida where you have DHMO and/or PPO networks.	PPO: Our PPO network is located throughout the entire state. DHMO: We have a DHMO network in the following counties: Alachua, Bay, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, Dade, Duval, Escambia, Flagler, Gadsden, Hernando, Highlands, Hillsborough, Indian River, Lake, Lee, Leon, Levy, Manatee, Marion, Martin, Miami- Dade, Monroe, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Royal Palm Beach, Santa Rosa, Sarasota, Seminole, St. Johns, St. Lucie, Sumter,	FCL's DHMO and PPO networks are available throughout Florida. Our DHMO network is strongest, however, in the larger metropolitan areas, such as South Florida, Tampa, Orlando, and Jacksonville.	The DHMO and DPPO networks cover the state of Florida.	Our networks are statewide.	Humana's DHMO, Advantage Plus, and PPO networks cover the entire state of Florida.	MetLife's DHMO and PDP networks are stat- wide.	PPO providers in 53 of 67 Counties in Florida. We have DHMO providers in 45 of the 67 counties in Florida.

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida			н. - С.		
		Florida Combined Life					
9. Specify the areas in	We do not have DHMO	There are no areas of	The DHMO and DPPO	Delta Dental has superior	This is not applicable.	Not applicable	There are 14 Counties
lorida where you DO NOT	networks in the following	Florida where the DHMO or	networks cover the state of	network coverage, and offers			without PPO provider
	counties: Baker, Bradford,	PPO networks are not	Florida.	Palm Beach County a very			access.
etworks.	Calhoun, Desoto, Dixie,	available. However, our		high provider match to			BAKER
	Flagler, Gilchrist, Glades,	DHMO network specifically		employees. Delta Dental's			GILCHRIST
	Gulf, Hamilton, Hardee,	may not be as strong in the		GeoAccess match to Palm		2	GLADES
	Hendry, Holmes, Jackson,	more rural areas of the		Beach County's census for			HAMILTON
	Jefferson, Lafayette,	state.		the Premier program is 98			JEFFERSON
	Liberty, Madison,			percent, 99 percent for the			LAFAYETTE
	Suwannee, Taylor, Union,			PPO program, and 94			MADISON
	Wakulia, Walton,			percent for the DHMO			OKEECHOBEE
	Washington.			program.			SUWANNEE
							TAYLOR
							UNION
							WAKULLA
							WALTON
			- -				WASHINGTON
							There are 22 counties
							without DHMO provider
				· ·			access.
							BAKER
· · · ·							BRADFORD
							DIXIE
							FRANKLIN
							GILCHRIST
							GLADES
							GULF
							HAMILTON
				}			HOLMES
							JACKSON

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
19. Specify the areas in Florida where you DO NOT have DHMO and/or PPO networks. Continued						 	JEFFERSON LAFAYETTE LIBERTY MADISON OKEECHOBEE SANTA ROSA SUWANNEE TAYLOR UNION WAKULLA WALTON WASHINGTON

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
		Florida Combined Life					
1. Are the proposed	PPO: We offer PPO in all	The proposed PPO product			Humana's proposed	Yes, PDP Dental is	We offer a licensed PPO
•	states other than MT, ND	is available to members	Alabama, Arizona, Arkansas,		PPO plan is available to	available in every state.	product in all states
ate? If not, list those	and WY.	residing anywhere within		fee program, Delta Dental	County members	DHMO not currently in	except Idaho, Montana,
ates where coverage is	DHMO: We do offer DHMO			PPO, provides nationwide	nationally; the proposal	the following:	Wyoming, the Virgin
t available.	products in other states,			coverage. There are		Alabama, Alaska,	Islands and Puerto Rico.
	though the plans vary by				Plus plans are available	Arizona, Arkansas,	The DHMO coverage as
		within the State of Florida.	Iowa, Kansas, Kentucky,	networks in South Dakota or	in Florida only.	Colorado, Connecticut,	offered in this plan is
	DHMO in the following		Louisiana, Maryland,	Wyoming.		Delaware, Georgia,	available only in Florida.
	states: AR, CT, DC, DE, IA,		Massachusetts, Michigan,	DHMO		Hawaii, Idaho, Illinois,	
	ID, IN, LA, MA, MD, ME,		Minnesota, Mississippi,	DeltaCare USA, Delta		Indiana, Iowa, Kansas,	
	MN, MS, MT, ND, NC, NH,		Missouri, Nebraska, Nevada,	Dental's DHMO (prepaid)		Kentucky, Louisiana,	
	NV, OR, RI, SC, SD, VA,		New Jersey, New York,	plan, is available in 46 states		Maine, Maryland,	
	VT, WA, WV, WY.		North Carolina, Ohio,	plus the District of Columbia.		Massachusetts,	
			Oklahoma, Oregon,	The plan is not yet offered in		Michigan, Minnesota,	
			Pennsylvania, South	ND, NE, MN, MA. The		Mississippi, Missouri,	-
			Carolina, Tennessee, Texas,	proposed DHMO is available		Montana, Nebraska,	· · · · ·
				only in the state of Florida.		Nevada, New	
			State, and Wisconsin.	However, we are proposing		Hampshire, New	
			DPPO	additional options for other		Mexico, North Carolina,	
			Dental PPO (DPPO) plan is	states to choose from, if		North Dakota, Ohio,	
			approved in 46 states (every			Oklahoma, Oregon,	
			state except Nebraska,			Pennsylvania, Rhode	
			lowa, West Virginia, and			Island, South Carolina,	
· · · · · ·			(Idaho).			South Dakota,	
						Tennessee, Utah,	
						Vermont, Virginia,	
						Washington, West	
						Virginia, Wisconsin,	
						Wyoming	
		· · · · · · · · · · · · · · · · · · ·			· ·		
			· · ·	· · · · · · · · · · · · · · · · · · ·			

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
services on all plans. Can the benefits on such services etc. be broadened? Yes No If yes, describe that coverage and the effect, if any on the rates.	PPO : Covered dental expenses and covered dental services do not include, and we will not pay benefits for treatment provided primarily for cosmetic purposes. DHMO : Plan Benefits are not available for any	visiting a dentist who participates in FCL's cosmetic dental discount network. DHMO plan covers laminate veneers and whitening, as noted on the	There is no coverage for cosmetic services (cosmetic dentistry or cosmetic dental surgery). Cosmetic services are those services that are performed solely to enhance appearance and not to treat pathology (e.g., decay or	No Cosmetic procedures are not covered on Delta Dental's PPO plans. DeltaCare USA's plans include coverage for several cosmetic benefits: • Precious metals used in crowns and/or pontics • Porcelain or other tooth colored material for crowns on molars • External bleaching	No	considered cosmetic. Procedures that are not listed as covered	No For our PPO plans, we generally do not cover services typically considered cosmetic, elective or those normally covered under a medical plan. We subject specific codes to medical necessity. Members under the DHMO plan can receive cosmetic procedures such as resin/composite fillings, some veneers, and external bleaching per arch, at the co-payment listed on their Schedule of Benefits.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Denta
plans. Can the benefits on E such services etc. be co broadened? Yes in No If yes, describe that in coverage and the effect, if re any on the rates. is in 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PPO - Covered Dental Expenses and covered dental services do not include, and we will not pay benefits for implants, insertion of implants or related appliances, or surgical removal of implants. DHMO - Currently is not included. Proposed DHMO 189 & 225 includes \$300 reduction for 189 plan & \$285 reduction for the 225 blan. implant coverage can be added only to the Alternate	PPO plans cover dental implants under major services. This implant coverage covers a number of ADA codes, including surgical placement of implant (6010) and implant supported porcelain fused to metal crown (6066). DHMO plan does not cover implants, as they are not currently covered under the County's DHMO plan today. However, this option can be included if the County wishes. Implants can be added to the DHMO plan, if desired.	recognized specialty for dental implants. However, surgical implant coverage is available with the dental PPO , at an additional cost with specific restrictions and funding arrangements. Prosthesis over implants is	added with a rate impact of 1.9%.	This is not applicable to Humana.	Detailed information has been provided in the Cost & Benefit Summary and Schedule of Benefits included with this dental quote.	may be added and the

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	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
If yes, describe that coverage and the effect, if any on the rates.	copayment for teeth bleaching as follows: Bleaching D9972 External bleaching - per arch - \$155.00 The newly offered DHMO plans do not include a copayment for teetch bleaching. Teeth bleaching is not covered on the currently offered or newly proposed PPO plans.	Yes Teeth whitening is included with the proposed DHMO plan. The PPO plan has a value-added benefit where members will receive a 20- percent discount off of a provider's charge for the procedure.	DHMO - Yes PPO - No	covered under our DeltaCare USA plan. Teeth whitening / bleaching is not a covered benefit under our PPO plan.		PDP MetLife's preferred dentists will extend their MetLife discount to non- covered procedures (where permitted by law). DHMO The MET plans coverage for procedures that may or may not be considered cosmetic. Procedures that are not listed as covered receive a 25% reduction from the dentist's U&C fees.	No
30. The County allows registered Domestic Partners of employees (and their eligible dependents) to participate in the plans. Will you comply with this eligibility requirement? The County's preference is that carriers will provide this service. Yes No		Yes	Yes	Yes	Yes	Yes	Yes

IMPORTANT: This proposal analysis is a summary outline of the proposed carrier(s), based on information provided by each carrier. It does not include all of the details in the RFP's. The RFP's themselves must be read for those details.

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
33. Will you sign a Business Associate Agreement with the County as required by HIPAA? Yes No	Yes		No Business associate agreements are not entered with fully insured cases. The HIPAA Privacy and Security Rules do not require us to do so as in the fully insured relationship, Cigna is the insurer and the covered entity per HIPAA, not the group health plan's (client) business associate.	Yes	Yes	Response not found	Yes
Financial Information							
indemnify the County for any penalties resulting from your error in administering COBRA continuation? Yes No	No The administration of COBRA continuation will be managed by Benefit Coordinators Corporation (BCC). This arrangement will be subject to a separate contract/agreement between those parties and will include a mutually agreed upon indemnification clause.	Yes	Yes		Yes Humana partners with a third-party vendor to provide COBRA services. Contact information will be provided if desired.	Not applicable	Yes

	Assurant Employee	Blue Cross Blue Shield of	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
	Benefits	Florida					
	Benefite	Florida Combined Life					
, villar le jeur eurreine	a. AM Best-A b. Moody's-A3 c. Standard and Poor's-A		DHMO The Cigna Dental Health of Florida, Inc. subsidiary of Cigna Corporation has an A.M. Best rating of A- (excellent). The other agencies do not provide ratings for the health plans. PPO In September 2010, A.M. Best Company assigned the financial strength rating of "A" (Excellent) for Cigna Health and Life Insurance Company (CHLIC). This matches the "A" (Excellent) financial strength ratings of Connecticut General Life Insurance Company (CGLIC) and Life Insurance Company of North America (LINA). On December 2, 2011, A.M. Best affirmed the financial strength ratings of "A" and outlook of stable.		HumanaDental Insurance Company and CompBenefits Company have an A.M. Best rating of A – (Excellent).	AM Best - A+ Superior - 11/17/2011	AM Best - A - 1/26/12

	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
7. The GROUP is interested in Personalized ID cards including the employee's name and/or policy number, dentist's information, plan name and group number. Is this available? Yes No	Yes We are able to provide ID cards with employee's name, policy/group number and the plan name.		ID cards that include your logo and most other options you choose. However, this	Our standard ID cards include the company name, primary enrollee's name and group number. Any additional information would incur additional cost.	No	PDP MetLife is willing to discuss providing personalized ID cards upon being named a finalist. Dentist information would not be included. This service may incur additional cost. DHMO Yes, this is available.	Yes
8. Do you offer/quote an Open Access DHMO? Yes No	No	Yes	No Confirmed	We provide managed care dental plans through a closed panel of contracted private practice offices.	No	We need additional information to provide an accurate response to this question.	Yes
carryover of any unused	Our plans do not include carryover of any unused portion of the plan maxium.		prior year. However, our PPO plan offer a Progressive Maximum	allow for carryover of the unused portion of the previous year's annual maximum due to system	Humana is offering an enhanced PPO option that includes the extended annual maximum.	Carryover is not offered on the quoted plans.	Yes, we have several plans that would allow members to carry over any unused portion of their plan maximum from the following year. This program, Consumer Maximum Multiplier, is available for the proposed PPO plans for additional 1.5% impact to proposed rates.

DHM			Assurant Employee Benefits			Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental		Hun	nana ,		Me	United Healthcare Dental		
ADA Codes	Appointments	Current Co-Payment	Option 1	Alternative DHMO 189	Alternative DHMO 225	Your Proposed Co-Payment	Your Proposed Co-Payment	Your Proposed Co-Payment	HS195	HS205	MET225	MET245	MET290	MET335	Your Proposed Co-Payment
None	Office visit - per visit	\$10	\$10	No charge	\$10	No Charge	\$10	\$5	No Charge	No Charge	Response not found	Response not found	Response not found	Response not found	\$0.00 – No charge
0120	Oral Examination - Periodic	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	\$0	\$0	\$0	\$0	No Charge
0150	Comprehensive oral evaluation	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	\$0	\$0	\$0	\$0	No Charge
None	Missed appointment without 24 hour notice	\$20	\$20	Not Covered	Not Covered	\$10	No Charge	\$10	Max \$40	\$10	Response not found	Response not found	Response not found	Response not found	Up to \$20.00 at dentist's office discretion
	Diagnostic Dentistry			Hinsi Colora Unio			ul Ali Agang Saleh	i na statute (na sta	ni en en se		all states at			1	
D0210	Intraoral-complete series (including bitewings)	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	\$0	\$0	\$0	\$0	No Charge
D0415	Collection of microorganisms for culture and sensitivity	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	Response not found	Response not found	Response not found	Response not found	No Charge
	Preventative Dentistry	e bege gelaamste aander fe							arte de settere		nocioana				nico Constan Planair (n. 1994). Science an
D1110	Prophylaxis - adult	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	\$0	\$0	\$5	\$5	No Charge
D1120	Prophylaxis - child	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	\$0	\$0	\$5	\$5	\$15
D1203	Topical application of fluoride (prophylaxis not included) – child	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	Response not found	Response not found	Response not found	Response not found	No-Charge
D1330	Oral hygiene instructions	No Charge	No charge	No charge	No charge	No Charge	No Charge	No Charge	No Charge	No Charge	Response not found	Response not found	Response not found	Response not found	No Charge
D1351	Sealant – per tooth	\$10	\$10	No charge	No charge	\$10	\$10.00	\$15	No Charge	\$10	\$0	\$0	\$0	\$0	No Charge (Under 16)
D1510	Space maintainer – fixed – unilateral	\$60	\$60	\$50	\$60	\$50+Lab	\$60.00	\$100	\$25	\$50	Response not found	Response not found	Response not found	Response not found	No Charge (under 16)
D1515	Space maintainer – fixed – bilateral	\$60	\$60	\$50	\$60	\$70+Lab	\$60	\$150	\$25	\$70	Response not found	Response not found	Response not found	Response not found	No Charge (under 16)
D1520	Space maintainer – removable – unilateral	\$85	\$85	\$65	\$75	\$85+Lab	\$85	\$140	\$35	\$85	Response not found	Response not found	Response not found	Response not found	No Charge (under 16)
D1525	Space maintainer – removable – bilateral	\$105	\$105	\$90	\$95	\$90+Lab	\$105	\$225	\$35	\$90	Response not found	Response not found	Response not found	Response not found	No Charge (under 16)

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DHM			Assurant Employee Benefits			Blue Cross Blue Shield of Florida Florida Combined Life	a	Delta Dental	Hum	ana		Me	ťLife	United Healthcare Dental	
	Restorative Dentistry										a tanàna amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o				
ADA Codes	Appointments	Current Co-Payment	Option 1	Alternative DHMO 189	Alternative DHMO 225	Your Proposed Co-Payment	Your Proposed Co-Payment	Your Proposed Co-Payment	HS195	HS205	MET225	MET245	MET290	MET335	Your Proposed Co-Payment
D2140	Amalgam-one surface (primary or permanent)	\$10	\$10	\$5	\$10	\$5	\$10	\$44	No Charge	\$5	\$0	\$0	\$12	\$12	No Charge
	Amalgam-two surfaces (primary or permanent)	\$15	\$15	\$10	\$15	\$5	\$15	\$48	No Charge	\$5	Response not found	Response not found	Response not found	Response not found	No Charge
	Amalgam-three surfaces (primary or permanent)	\$35	\$35	\$15	\$20	\$5	\$35	\$54	No Charge	\$5	Response not found	Response not found	Response not found	Response not found	No Charge
	Amalgam-four or more surfaces (primary or permanent)	\$45	\$45	\$15	\$25	\$5	\$45	\$68	No Charge	\$5	Response not found	Response not found	Response not found	Response not found	No Charge
02330	Resin-based composite - one surface (anterior)	\$35	\$35	\$20	\$25	\$30	\$35	\$40	No Charge	\$30	\$0	\$0	\$12	\$12	\$25
02331	Resin-based composite - two surfaces (anterior)	\$45	\$45	\$30	\$35	\$40	\$45	\$55	No Charge	\$40	Response not found	Response not found	Response not found	Response not found	\$35
02332	Resin-based composite - three surfaces (anterior)	\$55	\$55	\$45	\$50	\$45	\$55	\$68	No Charge	\$45	Response not found	Response not found	Response not found	Response not found	\$45
	Resin-based composite - four or more surfaces or involving incisal angle (tooth reconstruction incl. incisal edge, anterior)	\$65	\$65	\$65	\$75	\$65	\$65	\$80	No Charge	\$65	Response not found	Response not found	Response not found	Response not found	\$75
2750	Crown – porcelain fused to high noble metal	\$265	\$265	\$189	\$225	\$270+Lab	\$265	\$485	\$245	\$270	\$225	\$245	\$290	\$335	\$240
	Crown- porcelain fused to predominantly base metal	\$265	\$265	\$189	\$225	\$270	\$265	\$410	\$245	\$270	\$225	\$245	\$290	\$335	\$240
	Labial veneer (porcelain laminate) – Laboratory	\$315	\$315	Not Covered	Not Covered	\$350+Lab	\$315	\$400	\$350	\$350	Response not found	Response not found	Response not found	Response not found	\$350

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DHM	OHMO Plan		Assurant Employee Benefits		Blue Cross Blue Shield of Florida Florida Combined Life	da	Delta Dental	Hum	nana -	MetLife				United Healthcare Dental	
	Endodontics	konde by sake de h	r sa si	u ndukségeretélénés kép	Mania, 67 Méremba		Administrative states and the second		Labeled Sector and g	N.C. & Combined of	an an thairte an t	Antio a constantinationalista a constantinationalista a constantinationalista a constantinationalista a constant	an a	the large to the second	
ADA Codes	Appointments	Current Co-Payment	Option 1	Alternative DHMO	Alternative DHMO 225	Your Proposed Co-Payment	Your Proposed Co-Payment	Your Proposed Co-Payment	HS195	HS205	MET225	MET245	MET290	MET335	Your Proposed Co-Payment
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	\$135	\$135	\$95	\$110	\$110	\$135	\$300	\$100	\$110	Response not found	Response not found	Response not found	Response not found	\$100
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	\$195	\$195	\$200	\$225	\$195	\$195	\$365	\$152	\$195	\$30	\$30	\$40	\$40	\$185
D3330	(excluding final restoration)	\$245	\$245	\$225	\$250	\$250	\$245	\$470	\$210	\$250	\$210	\$210	\$265	\$305	\$225
D4341	Periodontics Periodontal scaling and root planing - four or more teeth per quadrant	\$50	\$50	\$75	\$75	\$55	\$50	\$78	\$50	\$55	\$40	\$50	\$50	\$60	\$45
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	\$70	\$70	\$50	\$50	\$50	\$70	\$78	\$50	\$50	Response not found	Response not found	Response not found	Response not found	\$35
	Prosthodontics		alay Nata (A)							160 million (* 176	gorte pictol h		ytel an lighter Al	High Madallar A	
D5110	Complete denture - maxillary	\$295	\$295	\$295	\$305	\$375+Lab	\$295	\$600	\$325	\$375	\$260	\$325	\$440	\$505	\$266
D5120	Complete denture - mandibular	\$375	\$375	\$295	\$305	\$375+Lab	\$375	\$600	\$325	\$375	\$260	\$325	\$440	\$505	\$260
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$350	\$350	\$355	\$375	\$400+Lab	\$350	\$440	\$400	\$400	\$240	\$400	\$405	\$405	\$260
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$350	\$350	\$335	\$375	\$400+Lab	\$350	\$440	\$400	\$400	\$240	\$400	\$405	\$465	\$260
D6750	Crown - porcelain fused to high noble metal	\$265	\$265	\$189	\$225	\$270+Lab	\$265	\$485	\$245	\$270	\$225	\$245	\$290	\$335	\$240
<u> Charles</u>	Oral Surgery	에는 아무리는 것이 같이?							tine dat jaardele	h dha a tha an tao a		le state paglic.	det period	11111111111	
	Extraction, coronal renmants - deciduous tooth	\$20	\$20	\$15	\$18	No charge	\$20	\$45	\$5	No Charge	Response not found	Response not found	Response not found	Response not found	\$45
	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$15	\$15	\$15	\$18	No charge	\$15	\$70	\$5	No Charge	\$0	\$5	\$5	\$5	\$10
07220	Removal of impacted tooth - soft tissue	\$65	\$65	\$70	\$75	\$55	\$65	\$120	\$50	\$55	\$45	\$50	\$50	\$60	\$40
07230	Removal of impacted tooth - partially bony	\$75	\$75	\$85	\$95	\$70	\$75	\$140	\$65	\$70	Response not found	Response not found	Response not found	Response not found	\$60
	Removal of impacted tooth - completely bony	\$100	\$100	\$125	\$140	\$85	\$100	\$160	\$80	\$85	\$80	\$80	\$135	\$135	\$75
07241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$135	\$135	\$150	\$150	\$110	\$135	\$175	\$100	\$110	Response not found	Response not found	Response not found	Response not found	\$128

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DHM	O Plan		Ass	surant Employee		Blue Cross Blue Shield of Florida Florida Combined Life		Delta Dental Humana MetLife U		MetLife		United Healthcare Dental			
	*ORTHODONTICS (Specialty Amendment only) (ADULTS OR CHILDREN)														
ADA Codes		Current Co-Payment	Option 1	Alternative DHMO 189	Alternative DHMO 225	Your Proposed Co-Payment	Your Proposed Co-Payment	Your Proposed Co-Payment	HS195	HS205	MET225	MET245	MET290	MET335	Your Proposed Co-Payment
D8080	Comprehensive orthodontic treatment of adolescent dentition	\$2,000	\$2,000	\$2,000	\$2,000	\$2,195	\$2292 D8070 Banding \$300 + D8670 Comprehensive orthodontic treatment of transitional dentition - \$1992 = total copayment - \$2292	\$2,100	\$1,850*	\$1,900**	\$1,695	\$1,850	\$2,095	\$2,410	\$2,050
D8090	Comprehensive orthodontic treatment adult dentition	\$2,200	\$2,200	\$2,200	\$2,200	\$2,195	\$2484 D8070 Banding \$300 + D8670 Comprehensive orthodontic treatment of adult dentition - \$2184 = total copayment - \$2484	\$2,250	\$1,850*	\$1,900**	\$1,695	\$1,850	\$2,095	\$2,410	\$2,150

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Palm Beach County Board of County Commissioners RFP No. 12-073/SC - Multiple Option Dental Program DHMO - Plan Design - Option 1

DHM	O Plan	· · · · ·	Ass	urant Employee I	Benefits	Blue Cross Blue Shield of Florida Florida Combined Life		Delta Dental	Hum	ana		Me	tLife		United Healthcare Dental
ADA Codes	Appointments	Current Co-Payment	Option 1	189	Alternative DHMO 225	Your Proposed Co-Payment	Your Proposed Co-Payment	Your Proposed Co-Payment	HS195	HS205	MET225	MET245	MET290	MET335	Your Proposed Co-Payment
D8660	Pre-orthodontic treatment visit	\$100	\$100	\$100		Codes not included on Schedule of Benefits are covered at a 25% discount off in-network provider's charge.	\$0.00 D8999 Unspecified Ortho Procedure (Ortho Treatment and Records) - \$100.00	\$25	Not covered	Not covered	Response not found	Response not found	Response not found	Response not found	\$35
	Orthodontic retention (removal of appliances, construction and placement of retainer(s)	\$250	\$250	\$250	\$250	\$455	\$250	\$300	\$300	\$455	Response not found	Response not found	Response not found	Response not found	\$300

Palm Beach County Board of County Commissioners RFP No. 12-073/SC - Multiple Option Dental Program DHMO - Plan Design - Option 1

ADA						Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental		nana		inc.	tL.ife		United Healthcare Dental
D8692 R	Appointments Replacement of lost or broken	Current Co-Payment	Option 1	Alternative DHMO	225	Co-Payment	Your Proposed Co-Payment	Your Proposed Co-Payment	HS195	HS205	MET225	MET245	MET290	MET335	Your Proposed Co-Payment
Dooy2 re	etainer (first incident)	\$10	\$10	(\$10)		Codes not included on Schedule of Benefits are covered at a 25% discount off in-network provider's charge.	\$10	Not covered	Not covered	Not covered	Response not found	Response not found	Response not found	Response not found	\$20
						· · · · ·									
08692 Re	eplacement of lost or broken etainer (additional incidents)	\$50	\$50	\$50		Codes not included on Schedule of Benefits are covered at a 25% discount off in-network provider's charge.	\$10	Not covered	Not covered	Not covered	Response not found	Response not found	Response not found	Response not found	\$20

Palm Beach County Board of County Commissioners RFP No. 12-073/SC - Multiple Option Dental Program DHMO - Plan Design - Option 1

DHMO	Plan		Ass	surant Employee I	Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Hum	ana		Me	etLife		United Healthcare Dental
ADA Codes	Appointments	Current Co-Payment	Option 1	Alternative DHMO 189	Alternative DHMO 225	Your Proposed Co-Payment	Your Proposed Co-Payment	Your Proposed Co-Payment	HS195	HS205	MET225	MET245	MET290	MET335	Your Proposed Co-Payment
	Your Proposed Comments:						The proposed Patient Charge Schedule (PBCV7) applies only when covered dental services are performed by your Network Dentist, unless otherwise authorized by Cigna Dental as described in your plan documents. Not all Network Dentists perform all listed services and it is suggested to check with your Network Dentist in advance of receiving services. Please review the PBCV7 Patient Charge Schedule carefully as different patient charges may apply when you visit a Network Specialty Dentist. • Procedures NOT listed on the PBCV7 Patient Charge Schedule are NOT covered and are the patient's usual fees.		* HS195 - Includes: Consultation no charge; evaluations \$35 and Records/Treat ment planning \$250		only a summary of the Managed Dental Plan being offered. A complete copy of all the terms and conditions of the Managed Dental Plan being offered is set forth in	only a summary of the Managec Dental Plan being offered. A complete copy of all the terms and conditions of the Managec Dental Plan being offered is set forth in the Managec Dental Plan	the Managec Dental Plan being offered. A complete copy of all the terms and conditions of the Managed Dental Plan the Managed Dental Plan	only a summary of the Managed Dental Plan being offered. A complete copy of all the terms and conditions of the Managed Dental Plan being offered is set forth in the Managed Dental Plan	Submitted DHMO copay schedule

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			Assura	ant Employee	Benefits			CIGNA Dent	al		Delta Dental	
Code	BENEFIT CATEGORY	MAXIMUM COVERED EXPENSE	Proposed Covered Expense	Low Option	("High" optic	ternative Plan on PPO Plan)	Proposed Covered Expense		Iternative Plan ion PPO Plan)	Proposed Covered Expense		Iternative Plan tion PPO Plan)
				In-Network	In-Network	Out-of- Network	In-Network	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
	Per Person, Per Policy Year	\$1,000	\$1,000	\$1,250 / \$1,000	\$1,500	\$1,000	\$1,250	Year 1 \$1,250 Year 2 \$1,350 Year 3 \$1,450 Year 4 \$1,550	Year 1 \$1,000 Year 2 \$1,100 Year 3 \$1,200 Year 4 \$1,300	\$1,000	\$1,250	\$1,000
an dha an a	Deductible:						a an trigana.	eaur Chaine - Chaine - Chai				
	Per Person, Per Policy Year	\$50	\$50	\$50	\$50-3 per family	\$50- 3 per family	\$50	\$50	\$100	\$50	\$50	\$100
	Waived for Type I Services	No	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
	ORTHODONTIA BENEFITS:											and a second s
	Type IV Deductible	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Type IV Coinsurance	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
	Lifetime Orthodontia Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Only For dependent children under age 19			Child Only	Child only	Child only	Yes	Yes	Yes	Response Not Found	Response Not Found	Response Not Found
	Type I PREVENTIVE DENTAL SERVICES	In Network 100%									- Tound	
D0120	Oral evaluations 1x 6mo.	\$19	\$19	100% / 90%	100%	100%	\$28	100%	90%	\$27	\$27	\$75
D1203	Fluoride Treatment - 1x 12 mo. (only for	\$22	\$22	100% / 90%	100%	100%	\$22	100%	90%	\$25	\$25	\$45
D0120	Oral evaluations 1x 6mo.	\$19	\$19	100% / 90%	100%	100%	\$28	100%	90%	\$27	\$27	\$75
D1203	Fluoride Treatment – 1x 12 mo. (only for children under age 14)	\$22	\$22	100% / 90%	100%	100%	\$57	100%	90%	\$25	\$25	\$45
D1110 D1120	Routine Dental Cleanings adult/child 1x 6 mo.	\$57/\$42	\$57/\$42	100% / 90%	100%	100%	\$45	100%	90%	\$54/\$37	\$54/\$37	\$100/\$80
D8210	Harmful Habit Appliance, once per	\$731	\$731	100% / 90%	100%	100%	*	100%	90%	\$454	\$454	\$1,200
	person (only for children under age 16)							100%	90%			, .,
D1525	Space Maintainer, Removable-bilateral (only for children under age 16)	\$324	\$324	100% / 90%	100%	100%	**	100%	90%	\$266	\$266	\$150
D1351	Sealant, per permanent molar (only for children under age 16)	\$30	\$30	100% / 90%	100%	100%	\$34	100%	90%	\$27	\$27	\$65

	-		Assura	ant Employee I	Benefits			CIGNA Den	tal		Delta Dental	
Code	BENEFIT CATEGORY	MAXIMUM COVERED EXPENSE	Proposed Covered Expense	Proposed New Low Option	("High" opti	ternative Plan on PPO Plan)	Proposed Covered Expense		Iternative Plan tion PPO Plan)	Proposed Covered Expense		Iternative Plan tion PPO Plan)
				In-Network	In-Network	Out-of- Network	In-Network	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
	TYPE II BASIC DENTAL SERVICES, INCLUDING:	In-Network 70%										
D7111	Simple Extraction, per tooth	\$81	\$81	80% / 70%	80%	80%	\$71	80%	70%	\$82	\$82	\$250
D0274	X-rays – bitewing – 4 films	\$37	\$37	80% / 70%	80%	80%	\$33	80%	70%	\$34	\$34	\$79
D0330	Panoramic X-Ray	\$71	\$71	80% / 70%	80%	80%	\$68	80%	70%	\$67	\$67	\$150
D2140	Filling, one surface	\$81	\$81	80% / 70%	80%	80%	\$57	80%	70%	\$67	\$67	\$250
D7520	Incision and Drainage, Extraoral	\$295	\$295	80% / 70%	80%	80%	**	80%	70%	\$183	\$183	\$333
D9610	Therapeutic Drug Injections	\$35	\$35	80% / 70%	80%	80%	**	80%	70%	\$33	\$33	\$75
	TYPE III MAJOR DENTAL SERVICES, INCLUDING:	In-Network 40%						in en forstalle Statistick				
D3330	Root Canal, molar	\$710	\$710	50% / 40%	80%	80%	· \$868	50%	50%	\$697	\$697 (Type II)	\$1,350
D7240	Removal of impacted tooth (completely bony)	\$278	\$278	50% / 40%	50%	50%	\$317	50%	50%	\$261	\$261 (Type II)	\$625
D4321	Scaling & Root Planing, per quadrant	\$167	\$167	50% / 40%	80%	80%	\$130	50%	50%	\$246	\$246 (Type II)	\$375
D5110 D5120	Complete upper or lower dentures	\$817 / \$798	\$817 / \$798	50% / 40%	50%	50%	\$744	50%	50%	\$841/\$841	\$841/\$841	\$1825/\$1,950
D5211 D5212	Partial upper or lower dentures	\$591 / \$667	\$591 / \$667	50% / 40%	50%	50%	\$482	50%	50%	\$672/\$672	\$672/\$672	\$1500/\$1500
D6720 D6792	Crown	\$640	\$640	50% / 40%	50%	50%	**	50%	50%	\$548/\$601	\$548/\$601	\$978/\$1,150
D5710 D5761	Reline or Rebase upper or lower denture	\$256 / \$262	\$256 / \$262	50% / 40%	50%	50%	\$293	50%	50%	\$250/\$215	\$250/\$215 (Type II)	\$595/\$495

				Humana		Ме	tLife	Unite	d Healthcare	Dental
Code	BENEFIT CATEGORY	MAXIMUM COVERED EXPENSE	Proposed New Low Option		ternative Plan on PPO Plan)		ternative Plan on PPO Plan)	Proposed New Low Option		Alternative Plan tion PPO Plan)
			In-Network	In-Network	Out-of- Network	in-Network Plan	Out-of-Network Plan	In-Network	In-Network	Out-of-Network
	Per Person, Per Policy Year	\$1,000	\$1,000	\$1,250	\$125	\$1,000	\$500	\$1,000	\$1,500	\$1,000
	Deductible:									
and an	Per Person, Per Policy Year	\$50	\$50	\$50	\$100	\$50	\$50	\$50	\$50	\$100
	Waived for Type I Services	No	No	No	No	Yes	No	No	No	Yes
taj unati at	ORTHODONTIA BENEFITS:	n an an Arrange an Arr Arrange an Arrange an A								
	Type IV Deductible	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Type IV Coinsurance	50%	50%	50%	50%	50%	25%	50%	50%	50%
	Lifetime Orthodontia Maximum	\$1,000	\$1,000	\$100	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Only For dependent children under age 19	· · · · · · · · · · · · · · · · · · ·	Dependent children under age 19	Dependent children under age 19	Dependent children under age 19	Yes	Yes	Yes	Yes	Yes
	Type I PREVENTIVE DENTAL SERVICES	In Network 100%								
D0120	Oral evaluations 1x 6mo.	\$19	100%	100%	90%	\$25	\$49	\$31	\$31	\$50
D1203	Fluoride Treatment – 1x 12 mo. (only for	\$22	100%	100%	90%	\$27	\$34	\$25	\$25	\$34
D0120	Oral evaluations 1x 6mo.	\$19	100%	100%	90%	\$25	\$49	\$31	\$31	\$50
D1203	Fluoride Treatment – 1x 12 mo. (only for children under age 14)	\$22	100%	100%	90%	\$27	\$34	\$25	\$25	\$34
D1110 D1120	Routine Dental Cleanings adult/child 1x 6	\$57/\$42	100%	100%	90%	\$55/\$44	\$93/\$69	\$60/\$44	\$60/\$44	\$95/\$70
D8210	Harmful Habit Appliance, once per person (only for children under age 16)	\$731	100%	100%	90%	\$572	N/A	\$731	\$731	\$731
D1525	Space Maintainer, Removable-bilateral (only for children under age 16)	\$324	100%	100%	90%	\$448	\$594	\$340	\$340	\$564
D1351	Sealant, per permanent molar (only for children under age 16)	\$30	100%	100%	90%	\$25	\$53	\$30	\$30	\$55

				Humana		Met	tLife	Unite	d Healthcare	Dental
	TYPE II BASIC DENTAL SERVICES, INCLUDING:	In-Network 70%								
D7111	Simple Extraction, per tooth	\$81	70%	90%	70%	\$68	\$139	\$64	\$64	\$139
D0274	X-rays – bitewing – 4 films	\$37	70%	90%	70%	\$30	\$61	\$39	\$39	\$62
D0330	Panoramic X-Ray	\$71	70%	90%	70%	\$63	\$116	\$74	\$74	\$117
D2140	Filling, one surface	\$81	70%	90%	70%	\$68	\$139	\$83	\$83	\$170
D7520	Incision and Drainage, Extraoral	\$295	70%	90%	70%	\$165	\$325	\$619	\$619	\$1,592
D9610	Therapeutic Drug Injections	\$35	70%	90%	70%	\$37	\$61	\$45	\$45	\$63
	TYPE III MAJOR DENTAL SERVICES, INCLUDING:	In-Network 40%							ψη υ	
D3330	Root Canal, molar	\$710	40%	50%	40%	\$673	\$1,271	\$788	\$788	\$1,275
D7240	Removal of impacted tooth (completely bony)	\$278	40%	50%	40%	\$277	\$478	\$311	\$311	\$500
D4321	Scaling & Root Planing, per quadrant	\$167	40%	50%	40%	\$135	\$352	\$194	\$194	\$250
D5110 D5120	Complete upper or lower dentures	\$817 / \$798	40%	50%	40%	\$860/\$865	\$1639/\$1639	\$911/\$902	\$911/\$902	\$1,695/\$1,698
D5211 D5212	Partial upper or lower dentures	\$591 / \$667	40%	50%	40%	\$661/\$661	\$1180/\$1180	\$704/\$742	\$704/\$742	\$1,090/\$1,150
D6720 D6792	Crown	\$640	40%	50%	40%	\$602/\$609	\$1015/\$1015	\$705/\$631	\$705/\$631	\$1,250/\$1,029
D5710 D5761	Reline or Rebase upper or lower denture	\$256 / \$262	40%	50%	40%	\$328/\$239	\$522/\$428	\$346/\$261	\$346/\$261	\$630/\$360

Palm Beach Board of County Commissioners RFP No. 12-073/SC - Multiple Option Dental Program PPO (Option III)

				ption III)			······································	
Benefit Category	Current Benefit	Assurant Employee	CIGNA Dental	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcar
		Benefits	(Current Option III Fredom	(New Enhanced Option II	D. N. M. Marking a selection			Dental
			Preferred Active)					
		a de la classique						
Annual Deductible per insured	\$50	\$50	\$50 in/ \$100 out	\$50 In/ \$100 Out	\$50	\$50	\$50	\$50
Annual Deductible per family (Deductibles do not apply to Diagnostic and Preventive service)	\$150	\$150– 3 per Family	No Limit	No Limit	N/A	N/A	\$150	N/A
Maximum calendar year benefit Per Insured	\$1,250	\$1,500 in/ \$1,000 out	\$1,250 in/ \$1,000 out	In-Network Year 1: \$1500, Year 2: \$1600 Year 3: \$1700, Year 4: \$1800 Year 4: \$1800 Year 4: \$1800	o, o, o,	\$1,250	\$1,250 in net.	\$1,250
Maximum Orthodontic Lifetime Limites per insured	\$1,000	\$1,000	\$1,000 out	\$1,500, In/ \$1,000 Out	\$1,000	\$1,000	\$1,000	\$1,000
Orthodontic Waiting Period	one year	one year	12 Months	12 Months	12 Months	One Year	No Response Found	One Year
Coinsurance Percentage Per Person:	In/Out of	In/Out of	In/Out of	In/Out of	In/Out of	In/Out of	In/Out of	in/Out of
	Network	Network	Network	Network	Network	Network	Network	Network
Type I Dental Services	100%/90%	100%/100%	100%, No Deductible/ 90%, After Deductible	100%, No Deductible/ 100%, No Deductible	0 100%/90%	100%/90%	100%/90%	100%/90%
Type II Dental Services	80%/70%	80%/80%	80%, After Deductible/ 70%, After Deductible	90%, After Deductible/ 80%, Afte Deductible	er 80%/70%	80%/70%	80%/70%	80%/70%
Type III Dental Services	50%/40%	50%/50%	50%, After Deductible/ 40%, After Deductible	60%, After Deductible/ 50%, Afte Deductible	er 50%/40%	50%/40%	50%/40%	50%/40%
Orthodontia Services	50%/50%	50%/50%	50%, No Ortho Deductible	50%, No Ortho Deductible	50%/50%	50%/50%	50%/50%	50%/50%

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Palm Beach County Board of County Commissioners RFP - 12-073/SC - Multiple Option Dental Program Top 100 PPO

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Provider Name	Number of Claimants	Assurant Employee Benefits	*CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
SERGEY KOROL	27	În	Y	Y	V	v	True
KEITH R WOLFE	26	ln ln	Y	Y	Y	<u> </u>	True
FL AHCA	25	Out	N	N	N	N	False
CRAIG SEGAL	23	In	Y	Y	¥	V V	True
VINCENT S FASO	22	In	Y	Ý			True
MICHAEL J. AXELROD	19	In	Y	N-PPO Y-Premier		N N	True
KAREN REID	18	In	Y	Y		Y Y	True
DANIEL A PEGUERO	16	ln	Y	Y	Y Y	Y	True
GILDA F ALONZO	13	In	Y	Y	Ý	V	True
MIGUEL R GRILLO	13	In	Y	Y	Y	v v	True
FRANCISCO E JIMENEZ	12	In	Y	Ý	Ý	N	True
JEFFREY G. SCHWARTZ	12	In	Υ	Ý	N	N	True
LAURENCE GRAYHILLS	12	Out	N	N	N	Y Y	False
MARIANNA KAUFMAN	11	In	Y	Y	Y	Y	True
JOSE L HERNANDEZ	10	ln	Y	Y	Y	Y	True
MIGUEL FERRER	10	ln	Y	Y	Y	Y	True
STEPHEN G RING	10	ln	Y	Y	Y	Y	True
TOMER D HAIK	10	In	Y	Y	Y	Y	True
ANNA OSTROVSKY	9	In	Y	Y	Ý	Y Y	True
ERICA M SNIDER	9	In	Y	Y	Y	Y Y	True
FARA BENDER	9	Ìn	Y	Y	N	N	True
JENNIFER D LONDONO	9	In	Y	Y	Y	Y Y	True
JOSEPH A NASSER	9	In	Y	Y	Y	Y Y	True
LILLI Z COTSONAS	9	Out	N	N	N	N	False
MICHAEL C WESTCOTT	9	In	Y	Y	Y	Y	True
ROBERT L DENTON	9	In	Y	N-PPO Y-Premier	N	N	True
ROLF B. WOLFROM	9	In	Y	Y	Y	Y	True
STEVEN H NADEL	9	In	N	N	Y	N	True
ALEXANDER MENENDEZ	8	in	Y	Y	Y	Y	True
JACK J HIRSCHFELD	8	In	Y	Y	Ŷ	Ý	True
MARC L ANDERSON	8	In	Y	Y	Y	Y	True

IMPORTANT: This proposal analysis is an summary outline of the proposed carrier(s), based on information provided by each carrier. It does not include all of the details in the RFP's. The RFP's themselves must be read for those

Palm Beach County Board of County Commissioners RFP - 12-073/SC - Multiple Option Dental Program Top 100 PPO

Provider Name	Number of Claimants	Assurant Employee Benefits	*CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
TO - NGUYEN T HOANG	8	In	Y	Y	Y	Y	True
CRAIG ROBERT JAYROE	7	In	Y	Y	Y	Y	True
DAVID GOLDBERG	7	In	Y	Y	Y	Y	True
DAVID GREEN	7	In	Y	Y	Y	Y	True
DENNIS A HERNANDEZ	7	In	Y	Y	Y	Y	True
JOHN P BROWN	7	In	Y	Y	Y	Y	True
MARK ROSENTHAL DDS	7	Out	N	N	N	N	False
RAFAEL E CORDERO	7	In	Y	Y	Y	Y	True
ROBERT A LALANE II DMD	7	Out	N	N	N	N	False
RYAN OWASKI DDS	7	Out	Y	Y	Y	Y	True
SALVATORE V MELITA	7	Ín	Y	Y	Y	N	True
ANGELO G FORTE	6	In	Y	Y	Y	Y	True
ANTHONY J APICELLA	6	In	Y	Y	Y	Y	True
DAVID H HUANG	6	In	N	N	N	N	False
EDWARD J. PENZA	6	In	Y	Y	Y	Y	True
ESTELLE D. CONSTABLE-BERESFORD	6	In	Y	Υ	Y	Y	True
FERNANDO L FIGUEROA	6	In	Y	Y	Y	Y	True
JANICE M LUKE DDS	6	Out	N	N	N	N	False
JENNIFER E COLE DDS	6	Out	N	N	N	N	False
MARIA VINEETA CHATANI	6	In	Y	Y	Y	Y	True
MARY L LICHT	- 6	ln	Y	N	Y	Y	True
RASMI AKEL	6	ln	Y	Y	Y	Y	True
ROBERT G RITTER	6	Out	Y	Y	N	Y	True
ROY M STARK	6	In	Y	Y	Y	Y	True
SAMUEL J HOLCROFT	6	Out	N	Y	N	Y	True
SANG Y SHIN	6	In	Y	Y	Y	N	True
SUSAN V BERLIN DDS	6	Out	N	Y	Y	N	True
VINCENT J GUERRA	6	In	Y	Y	Y	Y	True
ANDRES F VARGAS	5	In	Υ	Υ	Y	Y	True
ARMANDO RODRIGUEZ	5	In	Y	Y	N	Y	True
CHARLES W CONNER DMD	5	Out	N	N	N	N	False

IMPORTANT: This proposal analysis is an summary outline of the proposed carrier(s), based on information provided by each carrier. It does not include all of the details in the RFP's. The RFP's themselves must be read for those

Palm Beach County Board of County Commissioners RFP - 12-073/SC - Multiple Option Dental Program Top 100 PPO

Provider Name	Number of Claimants	Assurant Employee Benefits	*CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
ELAN G SALEE	5	- In	Y	<u> </u>	Y	Y	True
JACQUELINE MOLINA-WASSERMAN	5	Out	Y	Y	Y	Y	True
JASON B KLEIN	5	In	Y	Y	Y	Y	True
JOHN J DESTEFON	5	In	Y	Y	Y	Y	True
JOHN P EGITTO DMD PA	5	Out	N	N	Ν	N	False
JOSEPH J CERAVOLO, JR	5	In	Y	Y	Y	Y	True
LAWRENCE M ROSEN	5	Out	Y	Y	Y	Y	True
MARIA M EGUSQUIZA	5	In	Y .	Y	Y	Y	True
MARK A BOUKZAM	5	In	N	Y	Y	Y	True
MEYLEEN IZQUIERDO	5	Out	Y	Y	N	N	True
MICHAEL C HARDIN	5	In	Y	N	N	Y	True
MICHAEL G MAUCK	5	In	Y	Y	Y	N	True
MIRIAM R RUBANO	5	In	Y	Y	Ý	Y	True
NICOLAS C DEFABRIQUE	5	In	Y	Y	Y	Y	True
RICHARD K JACKSON	5	In	Y	Y	Y	Y	True
ROBERT C VOGEL	5	Out	N	Y	N	N	False
ROBERT E. HENNER, D.D.S., P.A.	5	Out	N	Y	N	Y	True
ROBERT M. GLEIBER, D.M.D., P.A	5	Out	N	N	N	N	False
SREEDEVI SHANKARAIAH	5	In	Y	Ý	Ý	Ý	True
WILLIAM MA	5	In	Y	Y	Y	Y	True
ANN M CIPRIANI	4	Out	Y	Y	Y	N	True
BARBARA A BATES	4	. In	Y	Y	Y	Y	True
CHRISTOPHER D RAMSEY	4	Out	Y	Y	N	Y	True
GEORGE F ESTRADA	4	ln	Y	Y	N	Y	False
IDALMIS RAMOS-ABELENDA	4	In	Y	Y	· Y	Y	True
JASON M WANUCK	4	ln	Y	Y	Y	Y	True
JASON W FREDRICK	4	In	Y	Y	N	Y	False
JERRY W KRAPE	. 4	In	Y ·	Y	Y	Y	True
JUANA M GELDRES	4	In	Y	ΥΥ	Y	Y	True

*CIGNA data was manually checked in provider directory.

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Palm Beach County Board of County Commissioners RFP - 12-073/SC - Multiple Option Dental Program Top 100 DHMO Facilities

Facility Name	Total	Assurant	Blue Cross Blue	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare
	Mem/Dep	Employee Benefits				Tranuna	Methic	Dental
Sergey Korol DMD	560				21			100 March 100
Vincent S Faso DDS	488	<u>In</u>	Y	Y	Y	Y	Y	True
Gentle Dental Group of West Palm Beach	291	ln .	Y	<u> </u>	<u>N</u>	Y	Y	True
Gentle Dental Group of West Pain Beach		İn	Y	Response not found	<u>N</u>	Y	Y	True
Ira S Freeman DDS	284	In	Υ	Response not found	<u>N</u>	Υ	Y	True
Group Dental of the Palm Beaches	241	In	<u>N</u>	<u>N</u>	<u>N</u>	Y	Y	True
	227	İn	Υ	Response not found	Y	Y	Y	True
Towncare Dental of Forest Hills	218	In	Υ	Response not found	Y	Y	Y	True
Florida Gardens Dental Center	174	In	Y	Response not found	Υ	Y	Y	True
Gentle Dental Group of Boynton Beach 2	167	In	Y	Response not found	<u>N</u>	Y	Y	True
Gentle Dental Group	124	ln	Y	Response not found	<u>N</u>	Y	Y	True
Dentaland PA	121	In	Ý	Response not found	N	Y	Y	False
Northlake Dental Associates	113	In	Y	Response not found	N	Ý	Y	True
Gentle Dental Group of West Palm Beach Forest Hill	95	In	Υ	Response not found	Y	Y	Y	True
Jay A Gelman, DMD	93	In	Υ	ΥΥ	N	Y	Y	True
Sachs Dental Center	93	In	Y	Response not found	N	Y	Y	True
Andrew L Adelson DDS	86	In	ΥΥ	Y	N	Ý	Y	False
Gentle Dental Group of Jupiter	83	In	ΥΥ	Response not found	N	Y	Y	True
Jorge A Torrejon Jr DDS	79	In	Y	N	N	Y	Y	True
Fernando L Figueroa DDS PA	- 70	In	Y	N	N	Y	Y	True
Shapiro Family Dentistry	68	In	Y	Response not found	N	Y	Y	True
Potentco Management Corp	65	In	N	Response not found	N	Y	Y	False
Jupiter Dental Group	61	In	Ŷ	Response not found	N	Y	Ŷ	False
Selective Dental Inc	56	In	N	Response not found	N	Y	N	False
Cross County Dental	55	In	Y	Response not found	N	Y	Y	False
Florida Dental & Denture Center II	55	In	Y	Response not found	Y	Υ	Y	True
Dentaland PA	52	In	Y	Response not found	Y	Y	Y	True
James Family Dentistry PA	48	In	Y	Response not found	N	Y	N	True
Gary Kijanka DMD	46	In	Y	N	Y	Y	Y	True
Transitional Smiles	46	In	N	Response not found	N	N	N	True
Everlasting Smiles	45	In	N	Response not found	N	Y	N N	False
Comfort Care Dental	43	In	Y	Response not found	N	Y		True
Dr Angelo G Forte DMD PA	43	In	N	N	Response not found	N N	N	False
Gentle Dental Group of Delray Beach PA	38	ln	Y	Response not found	N	<u> </u>	<u> </u>	True
Juana M Geldres DDS PA	38	ln	Y	Y	N	Y	Y.	and the second second second second second second second second second second second second second second second
Apple Tree Dental	36	In	Y	Response not found	N	Y	Y.	True
Gentle Dental Group	35	In	Y	Response not found	N	Y Y		False
Anitha Reddy DMD Cosmetic Family Dentistry	34	ln	Y	Response not found	N	Y Y	Y	True
Florida Dental and Denture Center	34	In	Y.	Response not found	Y N	Y	N Y	False True

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Palm Beach County Board of County Commissioners RFP - 12-073/SC - Multiple Option Dental Program Top 100 DHMO Facilities

Facility Name	Total	Assurant	Blue Cross Blue	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare
	Mem/Dep	Employee Benefits			Constant of the second s			Dental
			Florida Combined					
			Life					
Dentistry at the Groves	33	In	N	Response not found	N	N	Y	True
Appearance Implants & Laser Dentistry of Jupiter	31	In	Y	Response not found	N	Y	Y	False
Mark A Herman DMD	31	In	Ý	Y	Y	Y	N	True
Mil Lake Dental PA	31	In	N	Response not found	N	N	N	False
Joseph A Nasser DDS	26	In	Ŷ	Y	N	Y	Y	False
Dentaland PA	25	In	Y	Response not found	Y	Y	Y	True
Salamon & Yanover Dental	25	In	Y	Response not found	Y	Y	Y	True
Tender Care Dental	25	In	Y	Response not found	N	Y	 Y	False
Dent All of Palm City Inc	24	In	Y	Response not found	Y	Y	Y	True
Dr Bruce Lein DDS	24	In	Y	Y	 N	Y	<u>Y</u>	True
Gentle Dental Group to East Boynton Beach	24	In	Y	Response not found	N	Y	Y	True
Richard K Jackson	23	In	Y	N	N	Y	T	
Dental Health Group at Port St Lucie	22	In	Y	Response not found	N	Y	<u> </u>	False
Lauren Kramer DDS PA	22	In	Y	N	N	Y	Y Y	False
Dr Harvey S Shiffman DDS	21	In	Y	Response not found	N	Y		True
Serene Dental Center	21	In	Y	Response not found	N	Y Y	• N	False
Gentle Dental Group of Boca Raton	20	In	Y	Response not found	<u>T</u> N	Y Y	Y	True
Jacob Elefant DDS	19	In					Y	True
Dental Health Group	18	in	Y	Response not found	<u> </u>	Y	Y	True
Florida Dental and Denture Center III	18	In		Response not found	Y	Y Y	Y	True
Coast Dental Boynton Beach	17	In	Y	Response not found		Y	<u>Y</u>	True
Dental Health Group	17	In			N	Y	Y	False
Edward L Peters DDS	16	in	Y	Response not found Y	<u> </u>	Y	Y	False
J H Wolff DMD	16	ln	Y Y		<u>N</u>	Y	Y	True
Coast Dental St Lucie West	15	In		N N	<u>N</u>	Y	Y	Faise
Dean Israel and Associates DDS PA	15	In	Y	Response not found	<u>N</u>	Y	<u>Y</u>	False
Dental Health Group	15	ln		Response not found	<u>N</u>	ΥΥ	<u>N</u>	False
Oakwood Square Dental	15	ln		Response not found	<u>Y</u>	Y	Υ	True
Lighthouse Dental of South Florida PA	14		<u>N</u>	Response not found	<u> </u>	<u>N</u>	Y	False
A Center for Dental Excellence	13	In	Y	Response not found	Y.	Y	Υ	True
Endodontics and Periodontics at Crown Point	12	<u>In</u>	Y	Response not found	<u>N</u>	Y	Υ	False
J H Wolff DMD	12	In	Y	Response not found	Υ	Υ	<u>N</u>	True
Lawnwood Dental Center	12	<u>In</u>	Y	<u>N</u>	<u>N</u>	Y	Y	False
Lawrence M Klein DDS	12	<u>In</u>	<u>N</u>	Response not found	<u> </u>	Y	<u>N</u>	True
Mounir Albert DDS PA		ln	Y	<u>N</u>	<u>N</u>	Y	N	False
Boca Dental Group	12	ln	<u> </u>	<u> </u>	Y	Υ	Y	True
Supreme Dental Care	11	In	Υ	Response not found	<u>N</u>	Y	N	False
Florian Braich DDS	11	İn	Y	Response not found	<u>N</u>	Y	N	True
	9	In	<u>N</u>	Response not found	NN	N	Y	True

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Palm Beach County Board of County Commissioners RFP - 12-073/SC - Multiple Option Dental Program **Top 100 DHMO Facilities**

Facility Name	Total Mem/Dep	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	MetLife	United Healthcare Dental
Dr Nubia Galeano	7	in	Y	N	N	Y	N	False
Douglas Goldberg Dental Clinic PA	6	In	N	Response not found	N	N	×	True
Gentle Dental Group of Coconut Creek	6	In	Y	Response not found	N	Y	v	True
Magnolia Dental	6	ln	Y	Response not found	Y	Y	· · · · · · · · · · · · · · · · · · ·	True
Brian Snyder DDS	5	In	Y	Y	Υ	Y	N	True
Center for Cosmetic Dentistry	. 5	In	Y	Response not found	N	Y	N	False
Crescent Dental PA	5	In	Y	Response not found	Y	Y	N	True
Dentaland PA	5	In	Y	Response not found	Y	Y	<u>/</u>	True
Edgar J Porras DDS	5	In	N	Y	Y	Y	Y	False
Gentle Dental Group of West Boca Raton	5	In	Y	Response not found	N	Y	<u></u>	True
Healthy Family Dentistry	5	In	N	Response not found	N ·	Y	<u>v</u>	True
Nicholas Fakhoury DMD	5	In	N	N	· N	N	N	False
Ricky Shaffren DMD	5	In	Y	Y	N N	Y	N	False
S Congress Cosmetic & General Dentistry	5	In	N	Response not found	N	Y	Y	True
Tamarac Dental Place	5	In	Y	Response not found	Y			False
TLC Dental North Lauderdale, LC	5	In	Y	Response not found	Y			True
Aspen Dental	4	In	N	Response not found	N			False
Bayview Dental Associates	4	In	Y	Response not found		v	 Y	True
Gentle Dental Group of N Miami Beach	4	In	Y	Response not found	N		<u>v</u>	True
Heather G Hosseini DDS	4	In	Y	N	N	V	V	True
Legacy Dental	4	In	Y	Response not found	N .		Y	False
Mark Behar DDS PA	4	In	N	Y	Y			False
Michael D Selzer DDS	4	In	N	N	N	v 1	T	True
Samuel Klein DDS	4	In	N	Y	Y		Y	T
*For Cigna, they did not provide facility name so we	could only look up the ac		21010	no so	60/0	4 res	19 m25	36 36

21010 60/0 Ja,

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Palm Beach Board of County Commissioners RFP No. 12-073/SC - Multiple Option Dental Program Price Proposal - Multiple Year Rate Guarantee

	Current	Assurant Employee Benefits	Blue Cross Blue Shield of Florida Florida Combined Life	CIGNA Dental	Delta Dental	Humana	na MetLife				United Healthcare Dental
DHMO Option 1 Plan						HS195	MET 245	MET 290	MET 335	MET 225	
Employee Only	\$11.81	\$11.81	\$11.11	\$12.22	\$9.52	\$12.31	\$12.59	\$10.21	\$9.42	\$13.86	
Employee +1	\$20.20	\$20.20	\$22.22	\$20.91	\$16.28	\$24.63	\$22.03	\$17.87	\$16.49	\$24.26	\$19.38
Employee +2	\$27.37	\$27.37	\$25.01	\$28.35	\$22.06	\$27.71	\$26.45	\$21.44	\$19.78	\$29.11	\$26.26
Employee +3 or more	\$36.11	\$36.11	\$40.22	\$37.37	\$29.10	\$44.58	\$37.15	\$30.12	\$27.79	\$40.89	\$34.65
PPO Option 2 (Scheduled) Plan								T <u>1</u>	<u> </u>	<u> </u>	
Employee Only	\$18.75	\$18.75		\$18.75	\$17.79	\$17.53	\$16.18			\$14.40	
Employee +1	\$35.60	\$35.60		\$35.60	\$33.77	\$33.29	\$30.72			\$27.34	
Employee +2	\$43.55	\$43.55		\$43.55	\$41.31	\$40.72	\$37.57			\$33.44	
Employee +3 or more	\$60.46	\$60.46		\$60.46	\$57.35	\$56.53	\$52.16			\$46.43	
PPO Option 3 (100/80/50) Plan											
Employee Only	\$24.79	\$24.79		\$24.79	\$23.51	\$23.18		\$21	.39		\$24.92
Employee +1	\$47.51	\$47.51		\$47.51	\$45.06	\$44.42		\$40			\$47.75
Employee +2	\$54.89	\$54.89		\$54.89	\$52.07	\$51.32		\$47			\$55.17
Employee +3 or more	\$77.61	\$77.61		\$77.62	\$73.63	\$72.57		\$66			\$78.02
1. The DHMO Option 1 Plan rates are guaranteed from 01/01/13 through		12/31/2015	12/31/2014	12/31/2015 - We are offering a rate cap of 9% for the 2016 renewal and a rate cap of 10% for the 2017 renewal.	12/31/2014	12/31/2014		12/31,			12/31/2015

2. The PPO Option 2 (Scheduled) Plan rates are guaranteed from 01/01/13 through	12/31/2015	12/31/2014	12/31/2015 - We are offering a rate cap of 9% for the 2016 renewal and a rate cap of 10% for the 2017 renewal.		12/31/2014	12/31/13 2nd year cap of 6%	12/31/2015
3. The PPO Option 3 Plan rates are guaranteed from 01/01/13 through	12/31/2015	12/31/2014	12/31/2015 - We are offering a rate cap of 9% for the 2016 renewal and a rate cap of 10% for the 2017 renewal.	12/31/2014	12/31/2014	12/31/13 2nd year cap of 6%	12/31/2015
4. Do rates reflect the current benefits as presented in current DHMO Benefit Slate or better? Yes No If no, specify any differences	Yes	Yes - FCL has done our best to match current benefits. However, there may be slight variations.	No	Yes	No	Yes	Yes
5. Do rates reflect the current benefits as presented in current PPO Benefit Slate or better? Yes No If no, specify any differences	Yes	Yes - FCL has done our best to match current benefits. However, there may be slight variations.	Yes	Yes	No	Yes	Yes

6. Are rates inclusive of all services and		Yes	Yes	Yes	Yes	No -	Will match current plan	Yes - We
materials?						Certificates of	-	have
Yes No						Coverage are		outlined our
If no, specify all excess charges in						available to		additional
detail						covered		fees for
						members on		COBRA
						the secured		administrati
· · · · · ·						portion of		on and
						Humana's		retiree
						website at no		billing
	의 문화에 바랍하는 것 같이 많이 가 많이 있는 것					additional cost.		