

Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Agenda Item No. 8(P)(17)

Resolution No. R-200-23

Subject: Recommendation for Approval to Award: Employee Dental Insurance Program

Summary

This item is recommending award of a three-year contract to Delta Dental Insurance Company (Delta Dental), with a two-year renewal option, for the purchase of an employee dental insurance program for the Human Resources (HR) Department. The contract provides for a multi-option, fully insured dental benefit program, inclusive of both a dental health maintenance organization (DHMO) and dental preferred provider organization (DPPO) products for the County's Employee Group Dental Insurance Program (Program) commencing with Plan Year 2023.

The County anticipates continuing with the existing strategy of contributing 100 percent of the single employee plan cost for all standard benefit options. The employee pays the full cost for dependent coverage and if selected, the incremental cost for the enriched benefit option. The rate structure is as follows: 1) employee only; 2) employee plus one dependent; and 3) employee plus two or more dependents. The County contribution levels are subject to change, primarily based on collective bargaining agreements, at the County's sole discretion.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-01951, Employee Dental Insurance Program*, to Delta Dental Insurance Company for the Human Resources Department in the amount of \$44,000,000. Should the County choose to exercise, at its sole discretion, the one, two-year option to renew term, the cumulative allocation will be \$74,770,000. A Small Business Enterprise (SBE) Selection Factor was assigned to the solicitation; however, there were no certified SBE firms available to provide the services. The recommended proposer is the incumbent and has a local address.

This contract will replace current *Contract No. RFP-00342, Employee Group Dental Insurance Program*, awarded by the Board on May 16, 2017, via Resolution No. R-551-17 for a 42-month term with one, two-year option to renew in the amount of \$50,960,000. Subsequently, the Board approved the option to renew term on December 15, 2020 via Resolution No. R-1244-20 for two years in the amount of \$28,720,000 for a cumulative value of \$79,680,000.

Metropolitan Life Insurance Company, the second highest ranked proposer, filed a Notice of Intent to Protest on October 28, 2022. On Friday, December 2, 2022, a bid protest hearing was conducted by Mr. Marc Douthit, Hearing Examiner, via Zoom. The Hearing Examiner upheld the Mayor's recommendation to award to Delta Dental based on the evidence presented, the arguments made, and applicable procurement law. Hearing Examiner Findings and Recommendations are described in Attachment 1.

Background

The County has approximately 29,300 employees, although the Program covers 50,000 lives. Covered groups include employees, retirees (Medicare and Non-Medicare eligible) and their eligible dependents of Miami-Dade County, the Industrial Development Authority, Housing Finance Authority, as well as approximately 60 judges. Each dental plan provides a choice of two benefit tiers: standard and enriched. The DPPO Plan includes a preferred network of dentists who, if selected for services, offers members

reduced out-of-pocket expenses. All dental plan options are fully insured. Design options and corresponding benefits are available for review at the County's Benefits Webpage.

Negotiations were held with the highest-ranked proposer, Delta Dental, to achieve the original goals outlined in the solicitation. Negotiations yielded the following improvements over the initial proposed benefits which are enhancements to the current plan:

DPPO:

- Increased the annual maximum for the enhanced DPPO plan only to \$2,250
- One additional regular cleaning covered, for a total of 3 regular cleanings per calendar year
- Added coverage for cone beam x-rays under basic services
- Added coverage for cancer screenings under D&P
- Added coverage for bone replacement grafts under major services
- Added coverage for inhalation of nitrous oxide under basic services
- Increased implant coinsurance to 60 percent (from 50 percent) if the member visits a DPPO provider

General Improvements/Conditions:

- Adding an additional plan design on a future date to be determined

The negotiated contract reflects neutral or reduced premium rates that have been in place for several years and contains enhanced benefits over the existing plans.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the three-year term is \$44,000,000. Should the County choose to exercise, at its sole discretion, the one, two-year option to renew, the estimated cumulative value will be \$74,770,000. The current contract, *Contract No. RFP-00342*, is valued at \$83,270,000 for a five-year and nine-month term and expires on March 31, 2023. The allocation under the contract is substantially the same as the previous contract.

Department	Cumulative Allocation	Funding Source	Contract Manager
HR	\$74,770,000	Insurance Trust Fund	Helena Denham-Carter
Total:	\$74,770,000		

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal, or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition. A total of 13,449 vendors were notified via BidSync, of which, 78 viewed the solicitation. Seven proposals were received in response to the solicitation, including one "No Bid."

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Delta Dental Insurance Company	560 Mission Street Suite 1300 San Francisco, CA	5200 Blue Lagoon Drive Suite 110 Miami, FL	4,151	Michael J. Castro
			0.14%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award or Did Not Bid:

Vendor	Local Address	Reason for Not Recommending
Humana Insurance Company	Yes	Evaluation Scores/Ranking
Metropolitan Life Insurance Company	No	
Aetna Life Insurance Company	Yes	Deemed non-responsive by the County Attorney's Office (Attachment 2)
Cigna Health and Life Insurance Company	No	
United Concordia	No	
The Standard		No Bid*

*A "No Bid" means the vendor responded indicating that it will not be providing an offer.

Due Diligence

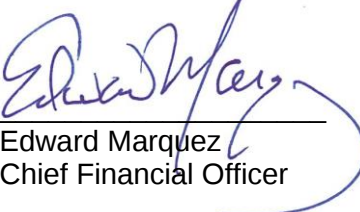
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise Selection Factor and Local Preference were applied.
- The Living Wage does not apply as the services are not covered under the Ordinance.

Attachments


Edward Marquez
Chief Financial Officer

Memorandum



Date: March 2, 2022

To: Natalya Vasilyeva
Procurement Contracting Officer
Miami-Dade Internal Services Department

From: Michael B. Valdes
Assistant County Attorney

Subject: Responsiveness Determination for RFP No. 01951 – Dental Insurance Program

On November 15, 2021, the Internal Services Department received proposals for RFP No. 01951 (Miami-Dade Dental Insurance Program) (hereinafter “Solicitation”). You have asked this office if the proposals from the following proposers are non-responsive: (1) Aetna Life Insurance Company (2) Cigna Health and Life Insurance Company; (3) Delta Dental Insurance Company; (4) Humana Insurance Company; (5) Metropolitan Life Insurance Company; (6) United Concordia Insurance Company. For ease of reference, we address the potential responsiveness issues for each identified proposer in turn.

FACTS

We rely on the information provided in your e-mails regarding this subject, conversations regarding this Solicitation, the terms of the Solicitation itself, and Proposers’ submissions.

The purpose of the Solicitation is to obtain proposals for the provision of a multi-option, fully-insured dental benefit program, inclusive of both dental health maintenance organization (DHMO) and dental preferred provider organization (DPPO) Products for the County’s Employee Group Dental Insurance Program (Program) commencing with Plan Year 2023, effective January 1, 2023. Under the terms of the Solicitation, the County advised potential proposers that their proposals had to be “irrevocable until contract award unless the proposal is withdrawn ... in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of proposals.” Proposers were also explicitly informed that any proposed rates “shall not be contingent upon minimum participation requirements.” Finally, the Solicitation required all proposers to (a) acknowledge and agree that all materials submitted in their proposal may be considered to be public records and (b) expressly waive all claims made that the proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

On November 15, 2021, the Miami-Dade Internal Services Department received 6 proposals for this Solicitation. As explained above, each of these proposals contained potential responsiveness issues and each identified proposer is addressed in turn below.

DISCUSSION

I. Aetna Life Insurance Company

Under the terms of Section 1.3 of the Solicitation, all proposals were required to “be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.”

Despite this requirement, Aetna noted that “the quoted rates are valid until the earliest of 90 days from the date of this quotation or 30 days prior until assumed effective date. We reserve the right to update this quotation if the quote is not accepted within this time frame.”

Additionally, the terms of the Solicitation stated that “Rates shall not be contingent upon minimum participation requirements.” However, Aetna similarly ignored this requirement and stated that their proposal was contingent upon the following: (1) “Minimum participation requirement for this contribution structure is 75% of total eligible lives,” and (2) “We reserve the right to review and possibly modify or terminate the guarantee arrangement if any of the following occur during the guarantee period: There is a 15% increase or decrease in the number of employees from our enrollment assumptions or from any subsequently reset enrollment assumptions.”

As to these issues, the operative question is whether Aetna attempted to reduce, limit, or modify a material solicitation requirement and make their bids conditional and therefore nonresponsive based on the language above. “Bid-responsiveness determinations focus on whether a bidder has unequivocally offered to perform, without exception, ‘the exact thing called for in a solicitation so that acceptance of the bid will bind the contractor to perform in accordance with all of the IFB’s material terms and conditions.’” *Monument Realty LLC v. Wash. Metro. Area Transit Auth.*, 535 F. Supp. 2d 60, 74 (D.D.C. 2008) (*quoting In re: Walashek Indus. & Marine*, B-281577, 99-1 CPD ¶ 30, 1999 WL 43510, *1, (Comp. Gen. Jan. 29, 1999)). *See also Glatstien v. City of Miami*, 399 So. 2d 1005 (Fla. 3d DCA 1981) (a deviation in a bid renders such bid nonresponsive if it: (1) would deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers).

In both cases, Aetna’s proposal did not comply with the explicit requirements of the Solicitation and materially deviated from the terms and conditions of the Solicitation. By doing so, Aetna placed itself in a position of advantage over other proposers by (1) limiting the amount of time that the material terms of their proposals would need to be firm relative to other proposers and (2) allowing their proposal to be contingent upon minimum participation requirements and subject to revision. *See, e.g., Matter of: Billsmart Sols., LLC*, B-413272.4, 2017 WL 4804008, *11 (Comp. Gen. Oct. 23, 2017) (“A proposal that takes exception to a solicitation’s material terms and conditions must be considered unacceptable for award. ... Where a solicitation requests offers on a fixed-price basis, an offer that is conditional and not firm cannot be considered for award.”). Therefore, the proposal by Aetna is nonresponsive.

II. Cigna Health and life Insurance Company

As explained above, the Solicitation required all proposals to be irrevocable for a definite period of time and disallowed Proposers to provides rates that would be contingent on minimum participation

requirements. However, Cigna’s proposal noted that: (1) “This proposal is valid for 90 days” and (2) “... Cigna HealthCare may revise or withdraw this Proposal if ... less than 200 employees or less than 25% of total eligible employees enroll in the Plan ... or enrollment varies by more than 10 percent from at least one of the following enrollment levels: 26,267 total...” For the same reasons explained above, Cigna did not comply with the explicit requirements of the Solicitation and materially deviated from the terms and conditions of the Solicitation. Therefore, the proposal by Cigna is nonresponsive.

III. Delta Dental Insurance Company

As explained above, the Solicitation disallowed Proposers to provides rates that would be contingent on minimum participation requirements. In their proposal, Delta Dental did not expressly condition its rates on minimum participation requirements but did indicate that, for certain proposed rates, Delta “assume[d] that there will be a minimum enrollment of 22,460” and, for others, Delta “assume[d] that there will be a minimum enrollment of 4,113 primary enrollees.”

As a general rule, assumptions made by a proposer are not treated as exceptions to the terms of a solicitation unless the proposer indicates that their proposal is contingent, or conditioned in any way, upon the accuracy of their assumptions. *See Matter of: Billsmart Sols., LLC*, 2017 WL 4804008, *12 (“We find that [proposer’s] assumption was not an exception to the terms of the solicitation, as the protester suggests. As set forth above, [proposer] did not state that its price was contingent on the accuracy of its [] assumptions, or that the offeror believed that it was entitled to a price adjustment if [its] assumptions were incorrect.”); *Matter of: Onsite Ohs, Inc.*, B-415987, 2018 WL 2095274, *5-6 (Apr. 27, 2018) (finding that assumption did not render bid nonresponsive when “pricing was not made contingent, or conditioned in any way, upon the accuracy of the [proposer’s] assumptions”). Because Delta Dental did not indicate that its proposed rates were contingent upon the accuracy of its assumptions, the assumptions described above do not render Delta’s proposal nonresponsive.

Furthermore, certain sections of Delta’s proposal were marked as proprietary and high confidential. However, the Solicitation included a waiver whereby all proposers “knowingly and expressly waive[d] all claims that their proposal, or any part thereof *no matter how indicated*, is confidential, proprietary or a trade secret.” And proposers would demonstrate their assent to this waiver by signing an “Acknowledgment of Waiver” just below the quoted language above. In this case, Delta signed the waiver and did not indicate elsewhere on their proposal that they took exception to this provision. Accordingly, any indication that information in their proposal is proprietary or confidential is waived and does not create a responsiveness issue.

IV. Humana

In their proposal, Humana, Inc. included supplemental documentation indicating that certain elements of their proposal were to be offered by different subsidiaries of Humana, Inc.—the parent company. Specifically, “Fully insured dental Traditional Preferred plans in Florida are insured by Humana Insurance Company” and “Fully insured dental HMO plans in Florida are offered by CompBenefits Company.” However, the completed Submittal Form only appears to include information from one of the subsidiaries (Humana Insurance Company), not the parent company (Humana, Inc.).

If this proposal had only been signed by a subsidiary company responsible for only part of the services offered, then there would likely be responsive concerns because, under Florida law, a subsidiary cannot

bind its parent company. *See St. Petersburg Sheraton Corp. v. Stuart*, 242 So. 2d 185, 190 (Fla. 2d DCA 1970) (“Ownership by one corporation of all the stock of another corporation does not destroy the identity of the latter as a distinct legal entity; nor does the fact that the stockholders or officers in two corporations are the same persons operate to destroy the legal identity of either corporation.”)

However, elsewhere in its submission, Humana, Inc. explicitly noted that “Humana Inc. is the ultimate parent company of both subsidiaries listed above. ***Humana is responsible for all products offered in this proposal.***” And this additional documentation was signed by an authorized representative with authority to bind the parent company. Thus, (a) Humana’s proposal spelled out the relationship between itself and its subsidiary companies, (b) the proposal was submitted with a transmittal memo clearly indicating that the proposal was being submitted on behalf of the parent company, and (c) that memo was signed by an individual authorized to sign on behalf of the parent company, and not just one of its subsidiaries. As a result, the inclusion of a subsidiary on the Submittal Form does not make Humana’s bid nonresponsive when there is a clear indication on the face of the submission that the parent company assumes responsibility for all products offered in the proposal and agrees to be bound by the terms of its submission. *See Air Support Servs. v. Miami-Dade County*, 614 So. 2d 583 (Fla. 3rd DCA 1994) (“public purpose is best served by construing the bid requirements, if at all reasonable, in a way that would give all bidders an opportunity to compete”). *See also Matter of Hot Shot Express*, B-290842 (Comp. Gen. 2002)(“An agency properly may attribute the experience or past performance of a parent or affiliated company to an offeror where the firm’s proposal demonstrates that the resources of the parent or affiliated company will affect the performance of the offeror”); *Matter of Fluor Daniel Inc.*, B-262051 (Comp Gen 1995)(“Where the experience of an affiliated corporation is clearly related to an offeror’s proposed contract performance, it may be reasonable for an agency to give credit for the affiliate’s related experience”).

V. Metropolitan Life Insurance Company

In their proposal, the bid submittal form for Metropolitan Life Insurance Company (“MetLife”) was signed by two companies: (1) Metropolitan Life Insurance Company, dba MetLife, and (2) Safeguard Health Plans, Inc. Each of these companies also provided their own Federal Tax Identification Number. Within the proposal documents, MetLife also spelled out its relationship with Safeguard Health Plans, Inc. Specifically, Safeguard Health Plans, Inc. is a wholly-owned subsidiary of MetLife that was acquired in 2008, and MetLife relies on Safeguard Health Plans, Inc. for its DHMO network. Because (a) MetLife’s proposal was signed by the parent company (and primary bidder) and (b) MetLife provided an explanation for its relationship to Safeguard Health Plans, Inc., the inclusion of a subsidiary on the submittal form, along with the parent company, does not make MetLife’s bid nonresponsive. *See Matter of Hot Shot Express*, B-290842 (Comp. Gen. 2002)(“An agency properly may attribute the experience or past performance of a parent or affiliated company to an offeror where the firm’s proposal demonstrates that the resources of the parent or affiliated company will affect the performance of the offeror”); *Matter of Fluor Daniel Inc.*, B-262051 (Comp Gen 1995)(“Where the experience of an affiliated corporation is clearly related to an offeror’s proposed contract performance, it may be reasonable for an agency to give credit for the affiliate’s related experience”).

Furthermore, certain sections of MetLife proposal were marked as proprietary and high confidential. However, the Solicitation included a waiver whereby all proposers “knowingly and expressly waive[d] all claims that their proposal, or any part thereof ***no matter how indicated***, is confidential, proprietary or a trade secret.” And proposers would demonstrate their assent to this waiver by signing an “Acknowledgment of Waiver” just below the quoted language above. In this case, MetLife signed the

waiver and did not indicate elsewhere on their proposal that they took exception to this provision. Accordingly, any indication that information in their proposal is proprietary or confidential is waived and does not create a responsiveness issue.

VI. United Concordia

As explained above, the Solicitation required all proposals to be irrevocable for a definite period of time and disallowed Proposers to provide rates that would be contingent on minimum participation requirements. However, United Concordia's proposal noted that: "Rates assume 27,310 eligible employees, with 26,779 participating. Upon sale, quoted rates and benefits may be adjusted based on achieved participation levels. ***Coverage may be terminated if required participation levels and minimum enrollment contracts are not met.*** Required participation must be met and maintained throughout the policy period." For the same reasons explained above with respect to Aetna and Cigna, United Concordia did not comply with the explicit requirements of the Solicitation and materially deviated from the terms and conditions of the Solicitation. Therefore, the proposal by United Concordia is nonresponsive.

VII. Conclusion

For the reasons stated above, the proposals submitted by the following proposers are deemed non-responsive:

- Aetna Life Insurance Company
- Cigna Health and Life Insurance Company
- United Concordia

/s/ Michael B. Valdes

Michael B. Valdes



Luis G. Montaldo
CLERK AD INTERIM OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida

CLERK OF THE BOARD OF COUNTY COMMISSIONERS

STEPHEN P. CLARK GOVERNMENT CENTER

SUITE 17-202

111 N.W. 1st Street

Miami, FL 33128-1905

Telephone: (305) 375-5126

January 27, 2023

Mr. Joseph M. Goldestein
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, Florida 33131

Re: RFP No 01951 – Employee Dental Insurance Program

Dear Mr. Goldestein,

Forwarded for your information is a copy of the Findings and Recommendation filed by Mr. Marc Douthit, Hearing Examiner, in connection with the bid protest hearing, held on Friday, December 2, 2022.

Should you have any questions regarding this matter, please do not hesitate to contact Daysha McBride at 305-375-1293.

Sincerely,

Luis G. Montaldo, Clerk Ad Interim
Circuit and County Courts

By 

Basia Pruna, Director
Clerk of the Board Division

BP:dmcb

CC: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners
(via email)
Honorable Daniella Levine Cava, Mayor, Miami-Dade County (via email)
Jimmy Morales, Chief Operations Officer, Office of the Mayor (via email)
Edward Marquez, Chief Financial Officer, Office of the Mayor (via email)

MDC009

Mr. Joseph M. Goldestein
Shutts & Bowen LLP
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January 27, 2023

Nicole Tallman, Director of Policy and Legislative Affairs, Office of the Mayor (via email)
Geri Bonzon-Keenan, County Attorney (via email)
Gerald Sanchez, First Assistant County Attorney (via email)
Eduardo Gonzalez, Assistant County Attorney (via email)
Michael Valdes, Assistant County Attorney (via email)
Keoki Baron, Assistant County Attorney (via email)
Jenelle Snyder, County Attorney's Office (via email)
Clara Pimentel, County Attorney's Office (via email)
Elizabeth Alfonso Ruiz, County Attorney's Office (via email)
Adeyinka Majekodunmi, Commission Auditor (via email)
Namita Uppal, Director of the Strategic Procurement Department (via email)
Lydia Osborne, Strategic Procurement Division Director, Internal Services (via email)
Pearl Bethel, Procurement Contracting Manager, Internal Services (via email)
Jonathan Desvergunat, Procurement Contracting Officer 3, Internal Services (via email)
rxjackson@aetna.com, Aetna Life Insurance Company
giselle.cushing@cigna.com, Cigna Health and Life Insurance Company
rmarrero@delta.org, Delta Dental Insurance Company
lnolan@Humana.com, Humana Insurance Company
tremus@metlife.com, Metropolitan Life Insurance Company
Keith.Edwards@ucci.com, United Concordia Insurance Company

MIAMI DADE COUNTY, FLORIDA

METROPOLITAN LIFE INSURANCE
COMPANY (dba MetLife), Protestor,

v.

MIAMI DADE COUNTY, FLORIDA,
Respondent.

In re: RFP No. 01951

Employee Dental Insurance
Program/

**HEARING OFFICER'S OPINION ON BID PROTEST OF METLIFE OF
RECOMMENDATION OF AWARD TO DELTA DENTAL OF RFP # 1951**

This matter came before this Hearing Officer on December 2, 2022, pursuant to Section 2-8.4 of the Miami-Dade County Code ("Code"), on the Bid Protest of Metropolitan Life Insurance Company ("MetLife"), challenging the recommended award by Miami-Dade County of Request for Proposal No. 01951 Employee Dental Insurance Program ("RFP") to Delta Dental Insurance Company ("Delta"). The Hearing was held via Zoom, by agreement of the parties and all parties confirmed that they were present and were able to fully participate in the proceedings.

Representing the Petitioners were Joseph Goldstein, Esq. and Janeil Morgan, Esq. of Shutts and Bowen. The County was represented by Michael

Valdes, Esq. and Keoki Baron, Esq. of the County Attorney's Office. The prevailing bidder, Delta Dental did not intervene in these proceedings, however, several representatives were present at the hearing as observers.

The parties presented Exhibits 1-16 in a single binder representing agreed upon documents for inclusion in the proceedings and are a part of the Record. The parties agreed and stipulated to the introduction of the following exhibits into evidence:

Ex.	Description
1	Mayor Recommendation for Award
2	Packet for Solicitation RFP-01951
3	Delta Proposal
4	Gallagher Benefit Services, Inc. Analysis
5	Evaluation Scoring Sheets
6	Report of Competitive Selection Committee
7	Correspondence between Miami-Dade County and Delta
8	Thumb Drive containing 5 Audio Recordings: a. Recording RFP-01951 Evaluation Meeting.MP3 (June 1, 2022) b. Recording RFP-01951 Negotiation Strategy.MP3 (July 7, 2022) c. Recording RFP-01951 Negotiation Meeting.MP3 (July 14, 2022) d. Recording RFP-01951 Negotiation Strategy #2.MP3 (July 27, 2022) e. Recording RFP-01951 Negotiation Strategy #3.MP3 (July 28, 2022)
9	Transcript Excerpt of Recording RFP-01951 Evaluation Meeting.MP3 (June 1, 2022)
10	Transcript Excerpt of Recording RFP-01951 Negotiation Meeting.MP3 (July 14, 2022)
11	United Concordia Assumptions
12	United Concordia Section 4 – Proposer Information
13	United Concordia Section 8 – Exceptions to Solicitation RFP-01951 Employee Dental Insurance Program

14	Aetna 1. Proposer Information RFP-01951, 09.16
15	Aetna 2. Dental Rate Exhibit
16	Aetna 3. Dental Financial Assumptions
17	MetLife Proposer Information Form (excerpt from Proposal)
18	MetLife Proposal (on file with County)
19	MetLife Pricing Form
20	Delta Dental Pricing Form
21	Miami-Dade Request for Responsiveness Review

At the hearing, Miami-Dade County sought to introduce Exhibits 17, 18, and 20, and MetLife sought to introduce Exhibits 19 and 21 for inclusion in the Record of the proceeding. These Exhibits were accepted into the Record without objection from either party.

MetLife called one witness during its presentation, Mr. Larry Norris, Vice President for Public Sector Sales for MetLife. Miami-Dade County called one witness during its presentation, Mr. Jonathan Desvergunat, Procurement Contracting Officer for Miami-Dade County's Strategic Procurement Department. Without objection, MetLife utilized its cross examination of Mr. Desvergunat to elicit testimony from him in support of its case in chief.

FACTUAL BACKGROUND

Miami-Dade County (Miami-Dade or the "County"), through its Human Services Department, issued a Request for Proposal (RFP) seeking the provision of a multi-option, fully-insured dental benefit program, inclusive of

both Dental Health Maintenance Organization (DHMO) and Dental Preferred Provider Organization (DPPO) Products for the County's Employee Group Dental Insurance Program ("Program") commencing with Plan Year 2023, effective January 1, 2023. The County anticipated awarding up to two (2) contracts, each providing a DPPO and a DHMO product to meet the needs of the Program for a term of three (3) years with one (1) two (2) year renewal option. The RFP indicated that the County has approximately 29,300 employees in South Florida, although the Employee Group Dental Insurance Program (Program) covers 50,000 lives.

In response to the RFP, the County received six (6) proposals from the following entities:

(1) Aetna Life Insurance Company (2) Cigna Health and Life Insurance Company; (3) Delta Dental Insurance Company; (4) Humana Insurance Company; (5) Metropolitan Life Insurance Company; and (6) United Concordia Insurance Company.

The County's Internal Services Department ("ISD") issued a memorandum to the County Attorney's Office requesting a responsiveness opinion relating to all six proposers because, in ISD's view, each proposal contained one or more potential responsiveness issues. The responsiveness opinion found three of the six proposers (Aetna, Cigna, and United Concordia) nonresponsive for, among

other things, expressly conditioning their pricing on minimum participation requirements. The remaining three proposals from Delta Dental, MetLife, and Humana were found to be responsive and forwarded to the Competitive Selection Committee (Selection Committee) for evaluation.

On June 1, 2022, the Selection Committee met to evaluate the proposals from Delta Dental, Humana, and MetLife. At that meeting, the selection committee members reviewed the relevant differences between the three proposals with the assistance of the County's hired benefits consultant, Gallagher Benefits Services ("Gallagher"). The members of the Selection Committee asked questions about certain elements of the proposals based on their prior review of the proposals and discussed the relative pros and cons of each proposal. (Hearing Transcript 193:13-196:2). During those discussions, Gallagher noted that, when compared to the current plan with Delta Dental, MetLife's proposal had the most significant differences—with some good and some bad—and, therefore, the selection committee members would need to weigh those factors when making their evaluations.

ARGUMENT, ANALYSIS AND CONCLUSIONS

At the Bid Protest hearing, MetLife condensed the issues in its Bid Protest into two distinct areas. First, whether the proposal of Delta Dental should have

deemed nonresponsive and should have been rejected for the same reasons the Aetna, Cigna and United Concordia proposals were deemed nonresponsive. Delta Dental's proposal, it is asserted by MetLife, proposes a pricing structure in their RFP Response that was contingent on certain assumptions and therefore not fixed as required by the RFP. As a result, Delta Dental should have been found non-responsive as well.

At the outset, I note that the determination of responsiveness is a threshold decision to be made by the County. The County has wide latitude to determine whether a submission by a proposer meets the requirements of the solicitation. My review of this determination is done with great deference to the County's decision. *Culpepper v. Moore*, 40 So. 2d 366, 369-70 (Fla. 1949); *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505 (Fla. 1982).

Here, the Internal Services Department sought a Responsiveness Opinion from the County Attorney to address questions it had regarding the Responsiveness of all six of the proposers. The County Attorney's Office found the bids of Aetna, Cigna and United to be non-responsive. Throughout the hearing, the County went to great lengths to point out the differences in the language of Aetna, Cigna and United responses and the Delta response. As a result of these differences, it is argued by the County, a different conclusion regarding responsiveness is justified.

The degree of deference I am required to give to the County determination is required even if I disagree with the determination of the County. A procurement decision lacks a rational basis only if ***no reasonable person*** could agree with it. *Culpepper v. Moore*, 40 So. 2d 366, 369-70 (Fla. 1949) (emphasis added); *cf. Booker v. State*, 514 So. 2d 1079, 1085 (Fla. 1987) (“abuse of discretion implies arbitrary and capricious” and “discretion is abused only where no reasonable man would take the view adopted by the [government]. If reasonable men could differ as to the propriety of the action taken by the [government], then it cannot be said that the [government] abused its discretion.”); *Sunshine Towing @ Broward, Inc. v. Dep’t of Transp.*, DOAH No. 10-0134BID, ¶¶ 43-45, 2010 WL 1417770, at *10-11 (Fla. Div. Admin. Hrgs. Apr. 6, 2010) (RO) (same).

However, the latitude given to the County is not without its limits and requires that the County treat each bidder equally. Further, the County must follow its own rules and parameters related to the solicitation. *City of Sweetwater v. Solo Const. Corp.*, 823 So. 2d 798, 802 (Fla. 3d DCA 2002). Responsiveness is determined based solely on a proposer’s proposal at the time of submission. *Robinson Elec. Co. v. Dade County*, 417 So. 2d 1032 (Fla. 3d DCA 1982) (substantial irregularities in the bidding process may not be waived or altered after the submission of bids); *Harry Pepper & Assocs., Inc. v. City of Cape Coral*,

352 So.2d 1190 (Fla. 4th DCA 1977) (“[A] bidder cannot be permitted to change his bid after the bids have been opened, except to cure minor irregularities.”). As such, if the Delta proposal requires any material deviations in its pricing based upon enrollment numbers or any other factors, then MetLife’s point would be valid.

Generally, a bidder is free to deviate from the requirements of a particular RFP in their submission, but they do so at their own peril. In any individual case, a contracting entity may or may not view these deviations unfavorably and the bidder will be treated accordingly. Here, the RFP advised proposers that any exceptions by the proposer to any terms of the RFP had to be clearly indicated in their proposal, and no exceptions could be taken where either (a) the RFP specifically states that exceptions may not be taken or (b) the exception would, in the County’s sole discretion, constitute a material deviation from the requirements of the RFP.

The RFP is clear in Section 1.3 that a proposers pricing “shall not be contingent upon minimum participation requirements”. By submitting proposals that expressly conditioned their pricing on minimum participation requirements, Aetna, Cigna and United were found to be nonresponsive. In the case of Aetna, its proposal stated “Minimum participation requirement for this contribution structure is 75% of total eligible lives.

... We reserve the right to review and possibly modify or terminate the guarantee arrangement if any of the following occur during the guarantee

period: There is a 15% increase or decrease in the number of employees from our enrollment assumptions or from any subsequently reset enrollment assumptions.” The County determined that this language in Aetna’s proposal would give Aetna the right to modify or even terminate any contract with the County if true enrollment deviated from Aetna’s assumptions.

Similarly, Cigna’s proposal stated that it could “***revise or withdraw this Proposal*** if ... less than 200 employees or less than 25% of total eligible employees enroll in the Plan ... or enrollment varies by more than 10 percent from at least one of the following enrollment levels: 26,267 total...” This language was also found to be an attempt to allow changes to the pricing if certain enrollment levels weren’t met or maintained.

United Concordia’s proposal stated that “quoted rates and benefits [by United Concordia] maybe adjusted based on achieved participation levels,” “[c]overage may be terminated if required participation levels and minimum enrollment contracts are not met,” and “required participation must be met and maintained throughout the policy period.”

Section 1.3 of the RFP provides instructions as to exceptions for this Solicitation, cautioning proposers against taking exceptions to material terms of the Solicitation. The RFP’s exception clause provides that:

no exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County’s sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County’s sole discretion, be deemed nonresponsive.

RFP Section 1.3

This part of Section 1.3 first places a restriction on the proposer. Taking an “exception” is an act or decision of the proposer. Indeed, Question 65 of the RFP instructs Proposers to “identify if [they take] any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).” There is nothing in the Record of these proceedings which indicates that Delta Dental affirmatively stated that it took exception to any of the provisions at issue in this Bid Protest.

Conversely, the determination of allowing any exception falls squarely at the feet of the County. In this regard, the County may make a singular determination as to whether an exception, expressly stated or implied, constitutes a “material deviation from the requirements of the solicitation.”

Based upon the testimony of MetLife’s own witness, it is commonplace and an industry standard to make assumptions upon which pricing is based. The case law on this point makes a distinction between what is considered an exception to a provision of the RFP and what is considered merely an assumption used by a proposer in establishing its pricing. The RFP asked proposers to provide pricing information for each DPPO or DHMO product. On the Price Proposal Schedule, proposers were

explicitly informed that any proposed rates “shall not be contingent upon minimum participation requirements.”

The County has argued that, unlike Aetna, Cigna, and United Concordia, there is nothing in Delta Dental’s proposal that expressly conditions pricing on minimum participation requirements. While MetLife can certainly attempt to compare the language of the different proposals to make its point, the only parties who can rightfully complain that Delta Dental was given preferable treatment in this regard are Aetna, Cigna and United Concordia. There is no evidence that any of these proposers have ever sought any relief in this regard.

MetLife has argued that these assumptions in Delta Dental’s proposal are functionally equivalent to the exceptions taken by Aetna, Cigna, and United Concordia. The County has argued that these assumptions should be treated distinctly for responsiveness purposes. As a result, the question becomes: Are assumptions in a proposal different from exceptions and, if so, when does an assumption rise to the level of an exception?

In procurement law, there is a recognized distinction between assumptions and exceptions. *See, e.g., Matter of: Billsmart Sols., LLC*, 2017 WL 4804008 (Comp. Gen. Oct. 23, 2017) (recognizing such difference). Generally, a proposer may voluntarily include assumptions in their proposal to provide the evaluator with additional information on how the proposer came up with its pricing. *See Harmonia Holdings Group, LLC v. United States*, 136 Fed. Cl. 298 (2018) (finding that assumptions included in proposal “serve[d] no function other than to provide a more complete picture of how [proposer] came up with its pricing”). This

RFP expressly told proposers that its evaluation would be based, in part, on how well the proposer's assumptions matched the County's needs. And the RFP provided proposers with the following explanation for how that Pricing criterion would be evaluated:

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, ***the Proposer's assumptions***, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

A proposer's assumptions could be relevant information for purposes of evaluating their price proposal. The inclusion of the assumptions in the proposal is not the equivalent of conditioning the pricing based upon those assumptions. Delta Dental cannot be faulted for providing the County with information as to how it arrived at its pricing, just like MetLife cannot be faulted for not including the information.

Apparently, to set a pricing structure it is necessary to make assumptions. The testimony of MetLife's witness Larry Norris acknowledged that all insurance companies rely on various assumptions when determining what rates to set for their customers as expressed below:

Q. Were there any internal assumptions that MetLife had that it used to establish the pricing that it did include in its proposal?

A. We relied on the data that was given to us.

Q. Because as an insurance carrier, there's obviously a certain amount of risk that you take on by providing coverage to insured

individuals, correct?

A. Correct.

Q. So you have to make assumptions as to what participation levels are reasonable, unreasonable with respect to an employer that's providing insurance, dental coverage to its employees?

A. Correct.

Q. And while not included in your proposal, were all internal considerations that MetLife made when setting the prices that it did make?

A. That's true.

(Hearing Transcript at page 115:6-116:4).

Although MetLife was certainly entitled to only provide its final calculation on proposed rates and keep its assumptions to itself, Delta Dental cannot be held nonresponsive for including the information in its proposal.

All assumptions stated in a proposal do not rise to the level of an exception. It only crosses the line and becomes an exception when a proposal states that its pricing is **contingent upon** the accuracy of those assumptions or that a price adjustment will occur with those assumptions are not correct.

In *Billsmart Sols., LLC* a protestor argued that the highest-rated vendor should have been found nonresponsive because its “price proposal took exception to the RFP requirement that offerors propose fixed prices” by including various assumptions in its proposal. However, the Comptroller General denied this bid protest because the protestor “ha[d] not identified anything in [vendor]’s proposal making the firm’s performance **contingent on** an additional payment if the offeror’s assumptions were incorrect ones.”

In *Matter of: Onsite Ohs, Inc.*, B-415987, 2018 WL 2095274, *5-6 (Apr. 27, 2018), the Comptroller General considered a similar bid protest where a protestor argued that assumptions relating to minimum participation served as an exception to a solicitation requirement of fixed pricing. In denying the protestor's challenge, the Comptroller General found that the highest-rated vendor's "assumption that there will be a minimum of [deleted] personnel available for testing at the government facility does not excuse [the vendor] from honoring its fixed-price rate under this [contract] if there are less ... personnel available."). *Id.* at *6.

Finally, in *Harmonia Holdings Group, LLC v. United States*, 136 Fed. Cl. 298, 312 (2018), the United States Court of Federal Claims considered a challenge to a contract award where the protestor "argue[d] that [the vendor's] assumptions 'take exception to the firm-fixed-price nature of the [proposal]'. However, the court rejected the protestor's arguments because "there is nothing in the record to support the assertion that proposer's assumptions are anything more than an 'illustration that it understood the solicitation's requirements and the scope of the work.

The County asserts that no language in Delta Dental's proposal expressly conditions its pricing on the accuracy of its stated assumptions or grants a right to Delta Dental to alter its pricing if those assumptions are not met. The language in the proposal is as follows: "The above rates are not valid unless accompanied by the provisions in the attached pages". This language drawn from Delta Dental's proposal has not been interpreted by the County to mean

the Delta Dental rates are contingent upon its assumptions. Delta Dental's proposal did not include the additional language from Aetna, Cigna, or United Concordia's proposals reserving the right to modify or terminate the contract if the assumptions or participation rates were not maintained or proven to be true. Mr. Desvergunat, testifying on behalf of the County stated the County did not view any language in Delta Dental's proposal to rise to the same level as Aetna, Cigna, or United Concordia:

Q. Are you familiar with the proposal that was submitted by Delta Dental?

A. Yes, I am.

Q. Is there any language in Delta Dental's proposal that's comparable to the language that I've quoted here from Aetna's proposal?

A. No, I did not find that.

Q. And was there similar language in Delta Dental's proposal that's comparable to [the] qualification that's listed in Cigna's proposal?

A. No, there's not.

Q. And then talking about the language that they get into the bold and italicized language, "Coverage may be terminated if required participation levels and minimum contracts are not met." Is similar language from United Concordia's proposal in the proposal that was submitted by Delta Dental?

A. No, there was

not.

Hearing Transcript

at 176:8-178:24.

Whether the contrasting language of the Aetna, Cigna and United Concordia amounts to a distinction without a difference is subject to the

interpretation of each party. It may simply be clever wordplay on the part of Delta Dental. The Hearing Examiner's role is solely to determine whether the County reasonably determined that Delta Dental's assumptions did not amount to Delta Dental taking exception to the solicitation. *Miami-Dade County v. Church and Tower, Inc.*, 715 So. 2d 1084, 1089 (Fla. 3d DCA 1998) ("So long as such a public agency acts in good faith, even though they may reach a conclusion on facts upon which reasonable men may differ, the courts will not generally interfere with their judgment, even though the decision reached may appear to some persons to be erroneous."). Here, the County could have and did reasonably determine that Delta Dental's inclusion of the language in question "served no function other than to provide a more complete picture of how [Delta Dental] came up with its pricing." *Harmonia Holdings Group, LLC*, 136 Fed. Cl. at 312. To the extent that the language of the Delta Dental Proposal is subject to two possible interpretations, my inquiry is limited to whether the County's interpretation is a reasonable one. The County's interpretation is not necessarily the only interpretation or even the best interpretation, but nonetheless it is reasonable. *Toshiba Bus. Solutions, Inc., v. Broward Cnty. Sch. Bd.*, Case No. 14-5300BID, ¶ 57 (Fla. DOAH August 11, 2015). I find no basis to overturn the County's interpretation. *Banknote Corp. of Am., Inc. v. U.S.*, 365 F.3d 1345, 1351 (Fed. Cir. 2004).

MetLife also argues that the Selection Committee's evaluation was arbitrary and capricious because there was missing information in the Disruption Report relating to Delta Dental's proposal. The County is of the belief that Delta

Dental provided responses to all questions that the County requested relating to the “PROPOSED PLAN DESIGN, NETWORK, DISRUPTION AND PERFORMANCE GUARANTEES” criteria to its satisfaction. The testimony of the County’s witness Mr. Jonathan Desvergunat testified as to the process undertaken. The Selection Committee reviewed each of the evaluation criteria with the County’s consultant and engaged in an extensive discussion on the evaluation criteria, had an opportunity to pose follow-up questions to the consultant, and had the opportunity to request oral presentations from the proposers if unsatisfied with the information provided as shown below:

Q. And did [Gallagher] walk through each section of that report with the selection committee members?

A. Yes, they do.

Q. Were selection committee members given the opportunity to ask any questions that they may have had of Gallagher or of the other nonvoting members at that time?

A. Yes, they did.

A. Yes, at each criterion for each proposer, at the end of Gallagher's presentation, they would ask questions, they would have discussion, ask questions. And then once the conversation was winding down, I would ask are we satisfied, are there any more questions or are we ready to move to the next criteria. And then based on their feedback, we would move to the next criteria and so on.

Q. Did you ever move on to the next criteria or topic of discussion with outstanding questions from selection committee members still out there?

A. No.

Q. Were selection committee members given a full and complete opportunity to ask any questions or get any information that they wanted to about those criteria from the consultants or the nonvoting members?

A. Yes

Q. Was there any point in time in which a selection committee member, prior to the writing down of scores, indicated to you that they still needed more time to evaluate or had questions that they still needed an answer?

A. No.

Q. So there was unanimous consent among the selection committee members that they were satisfied with the information that they had and that they are ready to score the proposals?

A. That is correct.

Q. And were they given an opportunity to request oral presentations as a result of the evaluation?

A. Yes, they were.

Q. And did they exercise that choice?

A. They did not.

Q. Did anybody ask any questions about oral presentations or the need for oral presentations at that time?

A. No, they did not.

Hearing Transcript. at 193:13-196:23.

I must once again give deference to the County's assessment. Certainly, the County believed it had sufficient information to assess the Delta Dental proposal. I am not in a position to inform the County of what it did or did not understand. Based on this record, MetLife has not established that the County's Selection Committee acted in a way that "***no reasonable person*** could agree with." *Culpepper*, 40 So. 2d at 369-70 (emphasis added). The Competitive Selection Committee members independently reviewed hundreds of pages of

information from all three proposers over the course of nearly three months, conducted its review and discussion with the assistance of a benefits consultant, asked questions of the hired consultant when needed, and indicated when they unanimously when they felt they had sufficient information to make an evaluation. Although MetLife believes that more weight or consideration should have been given to certain information or criteria, it is not the role of the hearing examiner to second guess the Selection Committee's choice or to explain how I would have conducted the evaluation if I had been standing in the Selection Committee's place. The Selection Committee decided that it was prepared to make an informed evaluation and assessment. Because of that, the Selection Committee's actions were reasonable and neither arbitrary nor capricious. See *Banknote Corporation of America, Inc. v. United States*, 365 F.3d 1345, 1351 (Fed. Cir. 2004) (citing *Impresa Costruzioni Geom. Domenico Garufi v. United States*, 238 F.3d 1324, 1332 (Fed. Cir. 2001)) ("[T]he test is 'whether the contracting agency provided a coherent and reasonable explanation of its exercise of discretion, and the disappointed bidder bears a 'heavy burden' or showing that the award decision had no rational basis.'"). Accordingly, this argument does not serve as a basis to sustain MetLife's bid protest.

As with most procurements, perfection is not likely to be achieved.

There will always be the need for judgment calls on the part of the procuring agency. Some of that is due to the nature of the responses and latitude given to the proposers in the RFP itself and some is due to lack of clarity in the language of the RFP. It is for this purpose that County's RFPs uniformly include language reserving unto itself the right to waive certain non-material regularities. The RFP also generally includes the opportunity for clarification through questions, if something is unclear. This RFP contains both.

The determination of whether a variance is material turns on whether it gives the deviating bidder a competitive advantage or benefit over other bidders. *Tropabest Foods, Inc. v. State, Dep't of Gen. Servs.*, 493 So. 2d 50, 52 (Fla. 1st DCA 1986). When determining whether a departure from the requirements of a solicitation renders a proposal non-responsive, a public entity is required to apply the two-prong test detailed in *Robinson Electric Company, Inc. v. Dade County*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). The Robinson Electric two-prong test requires public entities to evaluate: (1) "whether the effect of the waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its requirements" and (2) "whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition." *Id.*

While public agencies are afforded wide discretion in the bidding process, this discretion is not absolute. Indeed, "the discretion vested in a public

agency in respect to letting public contracts may not be exercised arbitrarily or capriciously, but that its judgments must be bottomed upon facts reasonably tending to support a conclusion.” *Miami-Dade County v. Church & Tower, Inc.*, 715 So. 2d 1084, 1089 (Fla. 3d DCA 1998).

Government agencies must protect the integrity of the competitive process by ensuring that there is fair competition upon equal terms to all competitors and that proposals adhere strictly to the material specifications of a solicitation. See *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192-93 (Fla. 2d DCA 1977). While the law generally permits waiver of minor defects in proposal submissions and proposers to cure minor irregularities, material deviations from specifications cannot be waived or altered. *Emerald Corr. Mgmt. v. Bay Cnty. Bd. of Cnty. Comm’rs*, 955 So. 2d 647, 653 (Fla. 1st DCA 2007). Therefore, government agencies have no discretion to accept proposals that materially deviate from the specifications in the bid. *Harry Pepper*, 352 So. 2d at 1191, 1192-93.

Since it is the County determining whether they are getting the product they are seeking under the RFP, clearly, that determination has been made and the County believes that the Delta Dental proposal gives them the assurance they seek regarding the performance according to the

requirements of the RFP. This may be partially due to the inherent benefit of incumbency which may be afforded to Delta Dental as the current provider, but certainly the County appears to be satisfied that Delta Dental can provide the certainty of contract it seeks.

Part two (2) of the Robinson Test requires an assessment of whether the acceptance of the Delta Dental proposal somehow adversely affects the competitive bidding process. There is nothing before me that would indicate that MetLife's disagreement with the County regarding whether Delta Dental complied with the provisions of the RFP in providing certain pricing information, was an unreasonable exercise of their discretion. The County's discretion in this regard is subject to the same reasonableness assessment as the other factors in this procurement. If there were any regularities, was the waiver of those irregularities enough to create an anti-competitive environment giving rise to a lack fairness to the other bidders? I find that it did not rise to that level.

Any other issues which were a part of the MetLife Protest, either explicitly stated or heard by implication have been considered and not deemed to raise sufficient issues to affect the outcome or opinion set forth herein.

Based upon the upon findings and facts, it is recommended that the Bid Protest of MetLife be DENIED.

Signed this 25 day of January 2023.

/s/Marc Anthony Douthit
Marc Anthony Douthit
Hearing Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(17)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(17)
3-7-23

RESOLUTION NO. R-200-23

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01951 TO DELTA DENTAL INSURANCE COMPANY FOR THE PURCHASE OF AN EMPLOYEE GROUP DENTAL INSURANCE PROGRAM FOR THE HUMAN RESOURCES DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$74,770,000.00 FOR THE INITIAL THREE-YEAR TERM AND THE ONE, TWO-YEAR OPTION TO RENEW TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

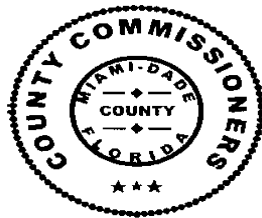
Section 1. This Board approves award of Contract No. RFP-01951 to Delta Dental Insurance Company, in substantially the form attached and made a part hereof, for the purchase of an employee group dental insurance program in a total amount not to exceed \$74,770,000.00 for the initial three-year term and the one, two-year option to renew term.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation, renewal and extension provisions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** ,
 who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien**
 and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
 BY ITS BOARD OF
 COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

MBV

Michael B. Valdes

Employee Dental Insurance Program
RFP-01951

THIS AGREEMENT for the provision of an employee dental insurance program, made and entered into as of this _____ day of _____ by and between Delta Dental Insurance Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 560 Mission Street, Suite 1300, San Francisco, CA 94105 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide an employee dental insurance program, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. 01951 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated November 15, 2021 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such employee dental insurance program for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Delta Dental Insurance Company and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i) The word "Member" to mean all employees, retirees, their spouse/domestic partner, and their eligible dependent(s).
- j) The words "Plan Design or Plan" to mean designed benefit option to establish a course of dental care.

- k) The words "Plan Year" to mean calendar year, January 1 through December 31.
- l) The word "Product" to means a prepaid arrangement (s) with group of qualified providers for County employees to receive dental care that fit their needs and help cover the costs of dental care or means a preferred group of qualified providers for the County employees to receive dental care that fit their needs and help cover the cost of dental care. The words "Program" to mean the fully-insured employee benefit program established and maintained by the County that provides dental care for employees and their dependents, consisting of standard and enriched plan designs.
- m) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- n) The word "Provider" to mean dental professional rendering services under the Program.
- o) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- p) The words "Service" or "Services" to mean the provision of employee dental insurance program in accordance with the Scope of Services.
- q) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- r) The word "Subscriber" to mean person whose employment makes them eligible for group dental insurance benefits.
- s) The words "Work" or "Program" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 45, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. 01951 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments,

agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.

- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page of this Agreement, and shall continue through the last day of the thirty six month. The County, at its sole discretion, may renew this Contract for an additional two (2)-year option-to-renew. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:
Miami-Dade County
Human Resource Department
Attention: Benefits Division Director
Phone: (305) 375-1074
E-mail: Helena.Denham-Carter@miamidade.gov
and
- b) to the Contract Manager:
Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974

Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Delta Dental Insurance Company
5200 Blue Lagoon Drive, Suite 410
Miami, FL 33126
Attention: Rosie Marrero, Account Manager
Phone: 786-257-4712
E-mail: rmarrero@delta.org

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The County will remit applicable premiums to the Contractor on a bi-weekly basis for the prior pay period, accompanied by an electronic file of employee salary deductions after the County either deducts the employee contributions through its payroll process or receives payment from employees on an unpaid leave of absence. The County retains the right, at all times, to self-bill. The County will remit premium payments based on its records.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate.
Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require

the termination and/or demotion of such Contractor's personnel.

- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, 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 and 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 Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in

any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor

must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material

misstatement.

- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs,

documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit
(Section 448.095, of the Florida State Statutes)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</p> <p>16. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
|---|---|

b)

Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract in the amount of one quarter of one percent (0.25%) of the total Contract amount shall NOT apply to this contract.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".

- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 40. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 45. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By:



Name:

Valerie Layne

Title:

Vice President Sales, National & Special Accounts-Account Services

Date:

9/06/2022

Attest:

Elizabeth R. Muzzy

Corporate Secretary/Notary Public

By:

Name:

Daniella Levine Cava

Title:

Mayor

Date:

Attest:

Clerk of the Board

See Attached document

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 County of San Francisco }
 On 9/06/2022 before me, Elizabeth R. Muzzy, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Valerie Layne
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Elizabeth R. Muzzy
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: RFP-01951
 Document Date: 9/06/2022 Number of Pages: 65
 Signer(s) Other Than Named Above: Daniella Levine Cava

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

APPENDIX A – SCOPE OF SERVICES

1. Background

The County has approximately 29,300 employees in South Florida, although the Employee Group Dental Insurance Program (Program) covers 50,000 lives. Covered groups include employees, retirees (Medicare and Non-Medicare eligible) and their eligible dependents of Miami-Dade County, the Industrial Development Authority, Housing Finance Authority, as well as, approximately 60 judges (refer to the census data in **Attachment 1, Census**). Modifications to the County's benefit levels are subject to collective bargaining agreements.

Note: The International Association of Firefighters Local 1403 ("IAFF") offers a Union-sponsored DHMO and DPPO options to its Members. IAFF Members will continue to be offered the opportunity to select from the County's plan design options, or if eligible, one of the plan options offered through IAFF. Please refer to the Miami-Dade County Employee Group Dental Insurance Program enrollment figures provided in **Attachment 1, Census** to identify all active participants, including participants within the Fire Union sponsored dental plans. The County reserves the right at any time during the term of this agreement to allow either the JHS and/or the IAFF group the option not to participate in the Program.

Additionally, the County anticipates continuing with the existing contribution strategy, per employee, per pay-period. The County currently contributes 100% of the single employee plan cost for all of the standard benefit options. The employee pays the full cost for dependent coverage and if selected, the incremental cost for the enriched benefit option. The rate structure is as follows: 1) employee only; 2) employee plus one dependent; and 3) employee plus two or more dependents. The County contribution levels are subject to change, primarily based on collective bargaining agreements, at the County's sole discretion. The County plans to remain fully-insured for its dental benefits for the foreseeable future.

2. Qualification Requirement

The Contractor shall be licensed to conduct business by the State of Florida, Office of Insurance Regulation through the contract term.

3. General Information and Specifications

1. Any new full-time regular Miami-Dade County employee who has completed 60 days of employment is eligible. Coverage becomes effective the first of the month following or coincident to 60 days of employment provided timely election is made. Any new part-time, non-temporary status employee, who consistently works at least 60 hours biweekly, and has completed 60 days of employment, is eligible for coverage. Coverage becomes effective the first of the month following or coincident to 60 days of employment provided timely election is made. Eligibility for part-time employees is subject to change and coincides with the eligibility for healthcare benefits for "variable hour" employees, as defined by the Affordable Care Act and adopted by the County.
2. The County defines and determines eligibility for all employees.

Dependent eligibility is defined as follows:

Eligible Dependents	
Spouse*	Subscriber's legal spouse
Domestic Partner (DP)*	Subscriber's Domestic Partner in accordance with County Ordinance 08-61.
Child	Subscriber's biological child, legally adopted child or child placed in the home for the purpose of adoption in accordance with applicable state and federal laws.
Child with a Disability	Subscriber's Dependent child incapable of sustaining employment because of a mental or physical disability may continue coverage beyond the limiting age, if enrolled for dental prior to age 25. Proof of disability must be submitted to the Plan on an ongoing basis.
Step Child	Subscriber's spouse's child, as long as the Subscriber remains legally married to the child's parent. Subscriber's domestic partner's child, as long as the domestic partnership continues to meet the requirements of Miami Dade County Ordinance No. 08-61, Sec. 11a-72.
Foster Child	A child that has been placed in Subscriber's home by the Department of Children and Families Foster Care Program or the foster care program of a licensed private agency. Foster children may be eligible until their age of maturity.
Legal Guardianship	A child (ward of Subscriber) for whom Subscriber has legal guardianship in accordance with an Order of Guardianship pursuant to applicable state and federal laws. Subscriber's ward may be eligible until their age of maturity.

Grandchild	A newborn dependent of Subscriber's covered child; coverage may remain in effect for up to 18 months of age as long as the newborn's parent remains covered. After 18 months, the grandchild must have met the criteria of permanent legal ward of the Subscriber.
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Coverage Limiting Age for Dependent Children - A dependent child's dental coverage ends on December 31 of the calendar year child turns 26. There is no extension for dental coverage unless the adult child is disabled.

***Subscriber's Spouse or Domestic Partner (DP)** is not an eligible dependent for coverage if also a County employee. Eligible employees are not permitted to cover each other on their group medical/dental plans. Ex-spouses may not be enrolled for group benefits under any circumstance, even if a divorce decree, settlement agreement or other document requires an employee to provide coverage for an ex-spouse.

3. **Attachment 1, Census** identifies all eligible employees.
4. Retiring employees should be provided a one-time opportunity, at the time of retirement (no later than 30 days from the retirement date), to change their dental insurance plan election in order to allow participation in the benefit option which best meets their retirement needs. The selected Proposer should allow a separate annual enrollment change period for retirees, as requested by the County.
5. All provisions should conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), where applicable. Please refer to the HIPAA Business Associate Agreement (BAA) included herein as Appendix C.
 - a) New employees and their eligible dependents are eligible for coverage without proof of insurability.
 - b) Employees who do not enroll within their initial benefits eligibility period, and do not satisfy a HIPAA special enrollment qualifying event, may not enroll until the following annual open enrollment period with a January 1 effective date.
 - c) All employees and dependents enrolled as of December 31, 2022 are eligible for coverage with no actively-at-work exclusion.
6. The following rules apply for adding dependents:
 - a) **New Dependents** - A dependent of an insured may be added to the Program by submitting an application within 45 days (60 days for newborns) of acquiring the dependent status. The employee must enroll the dependent within 45 days after the marriage, registration of Domestic Partnership or birth/adoption of a child (60 days for newborns). Coverage for a new spouse or Domestic Partner is effective the first day of the month following receipt of the application. Coverage for a newborn and children placed for adoption is effective as of the date of birth, or the earlier of 1) placement for adoption, or 2) adoption date. The change in rate, if applicable, is effective the first day of the month following the birth or the earlier of 1) placement for adoption or, 2) adoption date.
 - b) If eligible employees have declined coverage for themselves or their dependents because of other insurance coverage and the other coverage ends, they may request enrollment within 45 days after the other coverage ends.
 - c) **Change in Status (CIS)** - A dependent may be added to, or deleted from, the Program at any time during the year, under HIPAA special enrollment, or pursuant to IRS Section 125 provisions, as adopted by the County. Proof of the change in status must be submitted at the time of request for change. Please refer to item 6(a) above for information on adding a new dependent. Payroll changes to add a newborn are processed in accordance with Florida Statute 641.31(9). If the Change in Status (CIS) Form is received by the County within the first 31 days from birth, the rate is waived for the first 31 days. If the CIS Form is received after the first 31 days, but within 60 days of the birth, the new rate will be charged retroactive to the date of birth. The same applies when adding an adopted child or child placed for adoption. The rate is waived for the first 31 days if the CIS Form is received by the County within the first 31 days from the earlier of: a) adoption, or b) placement for adoption. If the CIS Form is received after the first 31 days, but within 60 days of the event, the new rate will be charged retroactive to the earlier of: a) adoption or b) placement for adoption. Payroll changes to delete a dependent, other than those events specified in this paragraph, become effective the first day of the pay period following receipt by the County.

7. Employee coverage terminates on the last day of the pay period the employee ceases active work, for any reason other than an approved leave of absence or retirement, and for which applicable payroll deductions (or direct payment, if on a leave of absence) are made.
8. The Contractor shall:
 - a) Adhere to established standards for the consideration and credentialing of providers in its networks.
 - b) Perform a GeoAccess analysis on an annual basis and make reasonable efforts to contract with additional providers, where minimum access standards may not be met. The minimum access standards are one (1) general provider within five (5) miles, or two (2) general providers within 10 miles. Contractor shall also ensure that all levels of specialty care are available within 15 miles.
 - c) Pursue necessary actions to discourage provider disparagement of the County's Employee Group Dental Insurance Program.
 - d) Notify the County of any change in its financial ratings by A.M. Best, or any significant change to Contractor's financial position and/or credit rating. Notification of such change should be provided to the County's Project Manager, no later than three (3) business days after the Contractor has been apprised of such change. Notification to the County should include the submission of the Contractor's most recent independently audited financial statements for each of its past two (2) fiscal years, **or** the U.S. Securities and Exchange Commission's (SEC) Annual 10-K Report for its past two (2) years.

Note: The County reserves the right to require additional information from the Contractor (or subcontractors) to determine financial capability (including, but not limited to, annual reviewed/audited statements with the auditor's notes for each of the past two (2) complete fiscal years).

9. Contract is to be issued in the State of Florida unless the Contractor obtains permission from the County to use an alternative situs.

4. Enrollment/Communication Provisions

The Contractor shall:

1. Provide promotional and enrollment materials at a minimum of thirty (30) days prior to the start of the County's annual open enrollment period, anticipated to be late October/early November for each upcoming Plan Year. Enrollment materials should be provided in printed format, in an adequate amount (for approximately 7,500 employees) at the County's discretion. The County may also require the Contractor to provide enrollment materials in alternate formats (i.e., Braille, different languages, large print and/or audio compact disk). An electronic version of enrollment materials, as well as a customized benefits website should be made available to all eligible employees/retirees during annual enrollments and to new enrollees. Materials include, but are not limited to, the Certificate of Coverage and other materials, as deemed necessary by the County. The costs of printing and producing materials, in all formats, are the sole responsibility of the Contractor.
2. Print, mail and electronically produce the Certificate of Coverage directly to Members' homes at least thirty (30) days prior to the start of the Plan Year, effective January 1st, at no additional cost to the County. The Contractor shall provide additional supplies of the Certificate of Coverage to the County, as required by the County.
3. Utilize authorized County-specific forms and materials, as deemed necessary by the County.
4. Mail identification (ID) card to each enrolled Member within five (5) business days from the date of receipt of each eligibility tape, excluding weekends and holidays. On-demand temporary ID card printing should be available at the Contractor's website, wherein Members can easily print temporary ID cards, when any of the following events occur:
 - a) Change in coverage option;
 - b) Change in coverage tier; and/or
 - c) A replacement/duplicate card is requested.
5. Ensure that Members/Subscribers can be identified by social security number, employee ID number and bargaining unit, as required by the County. The Contractor shall ensure that all Social Security Numbers are maintained for all Members/Subscriber

enrolled in the Program, and as such, should bear the responsibility of protecting the privacy and legal rights of all Members/Subscribers.

6. Distribute all communication materials to the various County locations no later than two (2) weeks prior to the start of the County's annual open enrollment period. The County should approve in writing all booklets and any/all other employee communications prior to its printing. Additionally, the County retains the right to prohibit distribution of any materials that make false or misleading statements, reference any Program other than the Contractor's Program, or any other materials or "giveaways", at the County's sole discretion, which the County deems to be inappropriate.
7. Review its Program-specific information to be included in the County's Employee Benefits Handbook for accuracy and provide the necessary updates to the County no later than September 1st, for each upcoming Plan Year. The County will finalize and publish the Benefits Handbook. The County should retain final approval authority over all communication material.
8. Consent to the use of the County's existing Enrollment Form and/or on-line enrollment process. The Enrollment and Change in Status Forms can be found at the County's benefits website. The County uses web enrollment for the annual open enrollment and anticipates its continued use for ongoing enrollments.
9. Have access to County employees on County premises, as determined by the County.
10. Provide sufficient personnel to attend all annual open enrollment period meetings with the, and subsequent annual open enrollment period meetings (estimated to be approximately 30 on-site and virtual meetings), at the County's sole discretion. Such meetings schedule will be set by the County. The Contractor's personnel (i.e., Account Executive/Manager/Representative, etc.) should be available to attend periodic meetings throughout the Plan Year, scheduled by the County, with reasonable notice given.
11. Consent to receiving eligibility data, in an electronic format, in the file layout used by the County.
12. Update eligibility data within one (1) business day from the receipt of such data. The Contractor shall notify the County of any issues arising within one (1) business day from the time of the data upload.
13. Provide a single point of contact for the purpose of facilitating eligibility and enrollment information, and coordinating any internal distribution of such information, as well as facilitating any necessary transfer of data to third party administrators.

5. Administrative and Related Services

The Contractor shall:

1. Implement the County's Employee Group Dental Insurance Program in a timely manner for a January 1, 2023 plan effective date, with enrollment scheduled for October/November of 2022, as deemed necessary by the County.
2. Consent to the County's self-billing process as all benefit plans should be administered on a self-billing fee/premium rate remittance basis.
3. Consent to bi-weekly bank wire-transfers of fee/premium payments, which will be remitted for the prior pay period. The Contractor shall grant a 30 day grace period for active and leave of absence status employees. The Contractor shall not terminate coverage for any member without notification from the County.
4. Pursue Coordination of Benefits (COB) before payment of claims to provide Subscriber/Member with as much coverage as possible while at the same time eliminating over insurance.
5. Administer procedures appropriately to carefully monitor and report the status of dependent children and dependent children of Domestic Partner to ensure satisfactory proof of eligibility is obtained and that coverage complies with Federal and State regulations, including COBRA status. Dependent children and dependent children of Domestic Partner losing group coverage due to age or loss of dependent status should be notified of their COBRA rights. The Contractor shall notify the County within 60 days after the annual open enrollment effective date (January 1st of each year) of any discrepancies in eligibility including employee name, dependent to be deleted and any change in coverage level.

6. Provide all COBRA administration, reconciliation and reporting, including mailing of initial COBRA notification after receiving notification of a qualifying event from the County. The services required also include billing of beneficiaries and collection of appropriate premiums.
7. Verify dependent eligibility at initial enrollment and at subsequent annual open enrollments, and notify the County within 60 days of any discrepancies in eligibility. The Contractor shall verify eligibility for new hires and new enrollees within 30 days and notify the County of any discrepancies in eligibility.
8. Provide a local account representative (who should be physically located in the Tri-County area, and be approved by the County) with full account management capabilities. The account representative should assist the County in the administration of the Program approved by the County, in providing all necessary and related services for employees, in obtaining the appropriate resolution of issues including claims problems, and in any other way requested, related to the Services stated herein.
9. Ensure that the Contractor's Account Executive/Manager and account management team should:
 - a) Devote the necessary time to manage the account and be responsive to County needs pertaining to this Scope of Services (this includes being available for frequent telephone calls and on-site consultations with the County staff located in Miami, FL.);
 - b) Provide the County with mobile phone numbers and email addresses of all key account management personnel;
 - c) Be thoroughly familiar with all of the proposing company's functions that relate to the County's account; and,
 - d) Act on behalf of the County to effectively advance County action items through the selected Proposer's corporate approval structure.
 - e) Provide biweekly discrepancy reports.
10. Comply with the Performance Guarantee Standard Provisions (**Attachment 5. Performance Guarantees**), which provides an outline of the current standards). Compliance with Performance Guarantee Standard shall be measured annually at the end of each Plan Year and any non-compliance within each category shall be assessed the amount at risk penalty, payable to the County.
11. Ensure the Program complies with Federal guidelines for Cafeteria Plans pursuant to Internal Revenue Code Section (IRS) 125, as adopted by the County, the Patient Protection and Affordable Care Act (PPACA), the Age Discrimination in Employment Act (ADEA), American Disabilities Act (ADA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and COBRA, as well as all, other applicable federal requirements and all Florida-mandated benefits.
12. Provide Quarterly and Annual Premium vs. Paid Claims Activity Reports within 30 days of the close of the Quarter\Plan Year. Reports shall be segregated by active employees, retirees, bargaining unit and further categorized with dependents and COBRA beneficiaries identified separately (active and retirees). The County may require ad-hoc, as deemed necessary, at the County's sole discretion. Such ad-hoc reports should be provided within 10 days of the County's request.
13. Provide, within 30 days of the effective date of coverage, every new Member with a detailed explanation of the grievance procedures, if not included in the certificate of coverage. Such notification shall be provided to Members by mail.
14. If the contract is terminated at any time during the contract period, the Contractor shall transfer to the County all data and records necessary to administer the dental plan in the format and media requested by the County within 15 days of termination date. The Contractor shall pay claims for all covered members/participants who incurred dental services under contract prior to the termination date.
15. Assume financial responsibility for overpayments due to the Contractor's errors and fully reimburse the County of such overpayment. Including notification to the County of such overpayments and recoveries, as requested by the County.
16. Establish and maintain necessary resources to promptly answer all telephone and written inquiries from members regarding any aspect of the dental plan.
17. Maintain and facilitate on-line claims history for participants/members and the County for a period of no less than three years.

APPENDIX B – PRICE SCHEDULE**PREMIUM STRUCTURE:**

The **monthly** rates for providing the Employee Dental Insurance Program, as itemized in Appendix A – Scope of Services, are stipulated as follows:

PREMIUMS – Pre-Paid Dental	
Plan Years 2023-2025	
Standard	
Tier	Monthly Rate
Employee only	\$9.93
Employee +1*	\$16.43
Employee +2 or More*	\$25.18
Enriched	
Tier	Monthly Rate
Employee only	\$11.18
Employee +1*	\$18.53
Employee +2 or More*	\$29.47

PREMIUMS – PPO	
Plan Years 2023-2025	
Standard	
Tier	Monthly Rate
Employee only	\$27.53
Employee +1*	\$54.52
Employee +2 or More*	\$87.90
Enriched	
Tier	Monthly Rate
Employee only	\$38.78
Employee +1*	\$76.71
Employee +2 or More*	\$123.74

***Tier rates “Employee+1” and “Employee+2 or More” include employee rates**

NOTES:

- 1) Compensation to the Contractor shall be based on the County self-bill enrollment of employees in each plan with no annual true-up. The County does not guarantee any enrollment figures or participation of covered groups.
- 2) The monthly rates are guaranteed and not subject to increase during the term of the contract through December 31, 2025. * If the experience is favorable, the County reserves the right to discuss a decrease in rates.
- 3) For all plan years, the Contractor shall evaluate the rates by June 30th of each year and advise the County whether there is a potential to reduce rates for the next plan year based on actual utilization. The Contractor shall also advise the County of its recommended reduced rates, if any. If there is a potential to reduce the rates, the Contractor and the County shall negotiate the new reduced rates.
- 4) The rates are all-inclusive, no add-on charges for services will be allowed.
- 5) Commissions shall not be included in the County rates.
- 6) Rates will not be adjusted at any time during the plan year unless the County requests and agrees to off-anniversary changes in writing.
- 7) The option to renew (OTR) rates shall not exceed five percent (5%) increase of the monthly rate for the 24-month OTR period.

APPENDIX C – HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and Delta Dental Insurance Company, Business Associate ("Associate").

RECITALS

- A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.
 - a. **"Business Associate"** shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
 - b. **"Covered Entity"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
 - c. **"Protected Health Information" or "PHI"** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]
 - d. **"Electronic Protected Health Information" or "ePHI"** means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]
 - e. **"Electronic Media"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.
 - f. **"Security incident"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.
2. **Obligations of Associate.**
 - a. **Permitted Uses and Disclosures.** Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]
 - b. **Nondisclosure.** Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]
 - c. **Safeguards.** Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion,

the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

- d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]
- e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.
- f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]
- g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]
- h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]
- i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]
- j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.
- k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.
- l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.
- n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement.

From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

- a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]
- b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.
- c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.
- d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. Indemnification.

Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. Limitation of Liability.

Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.
- b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. Assistance in Litigation or Administrative Proceedings.

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. Effect on Agreement.

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. Interpretation.

This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. Jurisdiction.

Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D – Performance Guarantees**Performance Standards and Guarantees – PPO Dental Plans**

These performance guarantees shall be measured on an annual basis and based on the County's data, utilizing statistical data gathered through monthly and quarterly report tracking. Any payment due to the County in accordance with the performance guarantees must be made in the form of a check within thirty (30) days of verified results based on the Contractor's internal audits reports. Contractor shall have the ability to self-report within forty-five (45) days from plan year end. The reports and administration may be subject to an independent third party audit at the County's discretion. If the County finds it necessary to conduct such an audit, performance guarantees will apply to the results of said audit.

Performance Criteria	Performance Standards	Plan Year 2023	Plan Year 2024	Plan Year 2025 and all options to renew /extend
		Premium at Risk Liquidated Damages as percentage of total premium for the years		
IMPLEMENTATION	Contractor shall fully implement dental plan for the effective date of January 1, 2023.	N/A	N/A	N/A
OPEN ENROLLMENT DELIVERABLES	Contractor shall meet the County's schedule for the distribution of plan materials, attendance at regional meetings, printing, eligibility of file update, and any other deliverables identified in County's schedule.	0.28% \$53,889	0.28% \$53,889	0.28% \$53,889
CLAIMS ADMINISTRATION				
Claim Turnaround Time (Based on clean and denied claims only)	- 90% processed within 15 calendar days - 100% within 30 calendar days - Pending claims not to exceed 6%-8% of processed claims	0.28% \$53,889	0.28% \$53,889	0.28% \$53,889
Claim Financial Accuracy	• 99% rate of accuracy: Miami-Dade County specific claims	0.09% \$17,963	0.09% \$17,963	0.09% \$17,963
PROVIDER NETWORK				
Network Turnover	• Network turnover - less than 15% annually within client service area (turnover is defined as any withdrawal from the network for reasons other than illness, death, or quality)	0.09% \$17,963	0.09% \$17,963	0.09% \$17,963
MEMBER SERVICES				
SATISFACTION	Contractor shall obtain a positive response rate (satisfied or very satisfied) of 75% on County approved specific satisfaction survey at Contractor's expense	0.37% \$71,852	0.37% \$71,852	0.37% \$71,852
CLIENT SERVICE TEAM STANDARDS (subjective measures are included in this category)	- Prompt notice of state/federal law changes - Delivery of contracts and amendments prior to effective dates for review and signatures - Attendance at regularly scheduled meetings as determined by the County - Meeting service quality as determined by the County - Prompt (within 2 business days) solutions to problems	0.19% \$35,926	0.19% \$35,926	0.19% \$35,926
ID CARDS TO EMPLOYEES ON INITIAL ENROLLMENT	90% mailed within 10 business days from receipt of eligibility file/notice	0.09% \$17,963	0.09% \$17,963	0.09% \$17,963

Performance Criteria	Performance Standards	Plan Year 2023	Plan Year 2024	Plan Year 2025 and all options to renew /extend
		Premium at Risk Liquidated Damages as percentage of total premium for the years		
ID CARDS TO EMPLOYEE FOR CHANGES AND NEW HIRES	90% mailed within 10 business days from receipt of eligibility file/notice	0.09% \$17,963	0.09% \$17,963	0.09% \$17,963
DRAFT BROCHURES FOR COUNTY APPROVAL	45 days prior to scheduled release date	0.09% \$17,963	0.09% \$17,963	0.09% \$17,963
FINAL BROCHURES AND BENEFIT BOOKLETS FOR DISTRIBUTION	5 business-day turn-around after receiving draft back from the County	0.09% \$17,963	0.09% \$17,963	0.09% \$17,963
TELEPHONE RESPONSE ANSWER TIME	90% within 35 seconds	0.05% \$8,982	0.05% \$8,982	0.05% \$8,982
CALL ABANDONMENT	Call abandonment rate not to exceed 2%.	0.05% \$8,982	0.05% \$8,982	0.05% \$8,982
RESPONSIVENESS TO WRITTEN CORRESPONDENCE	100% acknowledged within 7 business days; 95% resolved within 30 business days	0.09% \$17,963	0.09% \$17,963	0.09% \$17,963
UNSUCCESSFUL PROVIDER RETENTION	Minimum of 30% of current providers not currently under contract with Awarded Vendor must be retained.	0.05% \$8,982	0.05% \$8,982	0.05% \$8,982
PROVIDER RECRUITMENT OUTREACH	100% of highly utilized providers contacted within 90 days of award, reporting will be provided on outreach efforts. Contact efforts for each of the providers should be at a minimum of a letter, phone call and in-person visit.	0.05% \$8,982	0.05% \$8,982	0.05% \$8,982
TOTAL PREMIUM AT RISK		Percent of premium: 1.96% Capped at annual value: \$377,225	Percent of premium: 1.96% Capped at annual value: \$377,225	Percent of premium: 1.96% Capped at annual value: \$377,225
ADDITIONAL PERFORMANCE MEASURES				
OUT OF NETWORK UTILIZATION	Contractor shall contact for the purpose of recruitment the top 50 non-contracted providers within 90 days after award and provide reporting of such efforts to the County at the end of the 90 period.	\$10,000	\$10,000	\$10,000

Performance Standards and Guarantees - Pre-Paid Dental

These performance guarantees shall be measured on an annual basis and based on the County's data, utilizing statistical data gathered through monthly and quarterly report tracking. Any payment due to the County in accordance with the performance guarantees must be made in the form of a check within thirty (30) days of verified results based on the Contractor's internal audits reports. Contractor shall have the ability to self-report within forty-five (45) days from plan year end. The reports and administration may be subject to an independent third party audit at the County's discretion. If the County finds it necessary to conduct such an audit, performance guarantees will apply to the results of said audit.

Performance Criteria	Performance Standards	Plan Year 2023	Plan Year 2024	Plan Year 2025 and all options to renew /extend
		Premium at Risk Liquidated Damages as percentage of total premium for the years		
IMPLEMENTATION	Contractor shall fully implement dental plan for the effective date of January 1, 2023.	N/A	N/A	N/A
OPEN ENROLLMENT DELIVERABLES	Contractor shall meet the County's schedule for the distribution of plan materials, attendance at regional meetings, printing, eligibility of file update, and any other deliverables identified in County's schedule.	0.67% \$6,599	0.67% \$6,599	0.67% \$6,599
CLAIMS ADMINISTRATION				
Claim Turnaround Time (Based on clean and denied claims only)	- 90% processed within 15 calendar days - 100% within 30 calendar days - Pending claims not to exceed 6%-8% of processed claims	0.67% \$6,599	0.67% \$6,599	0.67% \$6,599
Claim Financial Accuracy	• 98% rate of accuracy: Miami-Dade County specific claims	0.08% \$825	0.08% \$825	0.08% \$825
Claim Processing Accuracy	• 95% rate of processing accuracy	0.08% \$825	0.08% \$825	0.08% \$825
PROVIDER NETWORK				
Network Turnover	• Network turnover - less than 15% annually within client service area (turnover is defined as any withdrawal from the network for reasons other than illness, death, or quality)	0.25% \$2,474	0.25% \$2,474	0.25% \$2,474
Network Accessibility	• Minimum of 75% of network providers must have open practices within Contractor's geographic coverage area	0.25% \$2,474	0.25% \$2,474	0.25% \$2,474
MEMBER SERVICES				
SATISFACTION	Contractor shall obtain a positive response rate (satisfied or very satisfied) of 75% on County approved specific satisfaction survey at Contractor's expense	0.67% \$6,599	0.67% \$6,599	0.67% \$6,599
CLIENT SERVICE TEAM STANDARDS (subjective measures are included in this category)	- Prompt notice of state/federal law changes - Delivery of contracts and amendments prior to effective dates for review and signatures - Attendance at regularly scheduled meetings as determined by the County - Meeting service quality as determined by the County - Prompt (within 2 business days) solutions to problems	0.33% \$3,299	0.33% \$3,299	0.33% \$3,299
ID CARDS TO EMPLOYEES ON INITIAL ENROLLMENT	90% mailed within 10 business days from receipt of eligibility file/notice	0.17% \$1,650	0.17% \$1,650	0.17% \$1,650
ID CARDS TO EMPLOYEE FOR CHANGES AND NEW HIRES	90% mailed within 10 business days from receipt of eligibility file/notice	0.17% \$1,650	0.17% \$1,650	0.17% \$1,650

Performance Criteria	Performance Standards	Plan Year 2023	Plan Year 2024	Plan Year 2025 and all options to renew /extend
		Premium at Risk Liquidated Damages as percentage of total premium for the years		
DRAFT BROCHURES FOR COUNTY APPROVAL	45 days prior to scheduled release date	0.17% \$1,650	0.17% \$1,650	0.17% \$1,650
FINAL BROCHURES AND BENEFIT BOOKLETS FOR DISTRIBUTION	5 business-day turn-around after receiving draft back from the County	0.17% \$1,650	0.17% \$1,650	0.17% \$1,650
TELEPHONE RESPONSE ANSWER TIME	90% within 35 seconds	0.08% \$825	0.08% \$825	0.08% \$825
CALL ABANDONMENT	Call abandonment rate not to exceed 2%.	0.08% \$825	0.08% \$825	0.08% \$825
RESPONSIVENESS TO WRITTEN CORRESPONDENCE	100% acknowledged within 7 business days; 95% resolved within 30 business days	0.17% \$1,650	0.17% \$1,650	0.17% \$1,650
UNSUCCESSFUL PROVIDER RETENTION	Minimum of 30% of current providers not currently under contract with Awarded Vendor must be retained.	0.08% \$825	0.08% \$825	0.08% \$825
PROVIDER RECRUITMENT OUTREACH	100% of highly utilized providers contacted within 90 days of award, reporting will be provided on outreach efforts. Contact efforts for each of the providers should be at a minimum of a letter, phone call and in-person visit.	0.08% \$825	0.08% \$825	0.08% \$825
TOTAL PREMIUM AT RISK		Percent of premium: 4.16% Capped at annual value: \$41,244	Percent of premium: 4.16% Capped at annual value: \$41,244	Percent of premium: 4.16% Capped at annual value: \$41,244

Appendix E – DHMO Plan - Standard Plan Benefits

ADA Codes	Procedure	Member Charge/Co-pay General Dentist	Member Charge/Co-pay Specialist Dentist
DIAGNOSTIC			
D0120	PERIODIC ORAL EVALUATION	No Charge	No Charge
D0140	LIMITED ORAL EVALUATION	No Charge	No Charge
D0145	ORAL EVALUATION - CHILD	No Charge	No Charge
D0150	COMPREHENSIVE ORAL EVALUATION	No Charge	No Charge
D0160	DETAIL AND EXTENSIVE ORAL EVALUATION	No Charge	No Charge
D0170	RE-EVALUATION - LIMITED, PROBLEM FOCUSED	No Charge	No Charge
D0171	RE-EVALUATION -POST OPERATIVE OFFICE	\$5	\$5
D0180	COMPREHENSIVE PERIODONTAL EVALUATION	No Charge	No Charge
D0190	SCREENING OF PATIENT	No Charge	No Charge
D0191	ASSESSMENT OF PATIENT	No Charge	No Charge
X-RAYS AND TESTS			
D0210	INTRAORAL - COMPLETE SERIES INCL BITEWINGS (LIMIT 1 EVERY 24 MONTHS)	No Charge	No Charge
D0220	INTRAORAL - PERIAPICAL-FIRST FILM	No Charge	\$4
D0230	INTRAORAL - PERIAPICAL-EACH ADD FILM	No Charge	\$2
D0240	INTRAORAL - OCCLUSAL FILM	No Charge	No Charge
D0250	EXTRAORAL -2D PROJECTION RADIOGRAPHIC IMAGE CREATED USING A STATIONARY RADIATION SOURCE AND DETECTOR	No Charge	No Charge
D0260	EXTRAORA L- EACH ADDITIONAL FILM	Not a covered benefit	Not a covered benefit
D0270	BITEWING - SINGLE FILM	No Charge	No Charge
D0272	BITEWINGS - TWO FILMS	No Charge	No Charge
D0273	BITEWINGS - THREE FILMS	No Charge	No Charge
D0274	BITEWINGS - FOUR FILMS	No Charge	No Charge
D0277	VERTICAL BITEWINGS - 7 TO 8 FILMS	No Charge	\$20
D0330	PANORAMIC FILE (LIMIT 1 EVERY 24 MONTHS)	No Charge	\$45
D0350	ORAL/FACIAL PHOTOGRAPHIC IMAGES	No Charge	\$60
D0415	COLLECTION OF MICROORGANISMS FOR CULTURE AND SENSITIVITY	No Charge	No Charge
D0425	CARIES SUSCEPTIBILITY TESTS	No Charge	No Charge
D0431	ADJUNCTIVE PRE-DIAGNOSTIC TEST THAT AIDS IN DETECTION OF MUCOSAL ABNORMALITIES INCLUDING PREMALIGNANT AND MALIGNANT LESIONS, NOT TO INCLUDE CYTOLOGY OR BIOPSY PROCEDURES	\$50	\$50
D0460	PULP VITAILITY TEST	No Charge	No Charge
D0470	DIAGNOSTIC CASTS	No Charge	No Charge
D0472	ACCESSION OF TISSUE, GROSS EXAMINATION, PREPARATION AND TRANSMISSION OF WRITTEN REPORT - AVAILABLE ONLY WHEN PERFORMED IN CONJUNCTION WITH A COVERED BIOPSY	No Charge	No Charge

D0473	ACCESSION OF TISSUE, GROSS AND MICROSCOPIC EXAMINATION, PREPARATION AND TRANSMISSION OF WRITTEN REPORT - AVAILABLE ONLY WHEN PERFORMED IN CONJUNCTION WITH A COVERED BIOPSY	No Charge	No Charge
D0474	ACCESSION OF TISSUE, GROSS AND MICROSCOPIC EXAMINATION, INCLUDING ASSESSMENT OF SURGICAL MARGINS OF PRESENCE OF DISEASE, PREPARATION AND TRANSMISSION OF WRITTEN REPORT - AVAILABLE ONLY WHEN PERFORMED IN CONJUNCTION WITH A COVERED BIOPSY	No Charge	No Charge
D0502	OTHER ORAL PATHOLOGY PROCEDURES BY REPORT	No Charge	No Charge
D0601	CARIES RISK ASSESSMENT AND DOCUMENTATION , WITH A FINDING OF LOW RISK - 1 EVERY 12 Months	No Charge	No Charge
D0602	CARIES RISK ASSESSMENT AND DOCUMENTATION , WITH A FINDING OF MODERATE RISK - 1 EVERY 12 Months	No Charge	No Charge
D0603	CARIES RISK ASSESSMENT AND DOCUMENTATION , WITH A FINDING OF HIGH RISK - 1 EVERY 12 Months	No Charge	No Charge
D0999	UNSPECIFIED DIAGNOSTIC PROCEDURE, BY REPORT - INCLUDES OFFICE VISIT, PER VISIT (IN ADDITION TO OTHER SERVICES)	\$5	\$5
D0502	OTHER ORAL PATHOLOGY PROCEDURES BY REPORT	No Charge	No Charge
D1110	PROPHYLAXIS ADULTS (2 D1110, D1120 or D4346 per 12 month period)	No Charge	No Charge
D1110	ADDITIONAL PROPHYLAXIS CLEANING ADULTS (2 within the 12 month period)	\$15	\$45
D1120	PROPHYLAXIS CHILD (2 D1110, D1120 or D4346 per 12 month period)	No Charge	No Charge
D1120	ADDITIONAL PROPHYLAXIS CLEANING CHILD (2 WITHIN THE 12 MONTH PERIOD)	\$15	\$35
D1206	Topical application of fluoride varnish - 2 <i>D1206 or D1208 per 12 month period</i>	No Charge	No Charge
D1208	Topical application of fluoride - excluding varnish - 2 <i>D1206 or D1208 per 12 month period</i>	No Charge	No Charge
D1310	Nutritional counseling for control of dental disease	No Charge	No Charge
D1320	Tobacco counseling for the control and prevention of oral disease	No Charge	No Charge
D1330	ORAL HYGIENE INSTRUCTION	No Charge	No Charge
D1351	SEALANT - PER TOOTH limited to permanent molars through age 15	No Charge	No Charge
D1352	Preventive resin restoration in a moderate to high caries risk patient - permanent tooth limited to permanent molars through age 15	No Charge	No Charge

D1353	Sealant repair - per tooth - <i>limited to permanent molars through age 15</i>	No Charge	No Charge
D1354	Interim caries arresting medicament application - <i>2 per 12 month period</i>	No Charge	No Charge
D1510	SPACE MAINTAINER - FIXED UNILATERAL – per quadrant	No Charge	No Charge
D1516	Space maintainer - fixed – bilateral, maxillary	No Charge	No Charge
D1520	Space maintainer - removable – unilateral – per quadrant	No Charge	No Charge
D1526	Space maintainer – removable bilateral (maxillary)	No Charge	No Charge
D1527	Space maintainer – removable bilateral (mandibular)	No Charge	No Charge
D1551	Re-cement or re-bond space maintainer (maxillary)	\$12	\$12
D1552	Re-cement or re-bond space maintainer (mandibular)	\$12	\$12
-1553	Re-cement or re-bond unilateral space maintainer – per quadrant	\$12	\$12
D1556	Removal of fixed unilateral space maintainer – per quadrant	\$12	\$12
D1557	Removal of fixed bilateral space maintainer - maxillary	\$12	\$12
D1558	Removal of fixed bilateral space maintainer - mandibular	\$12	\$12
D1575	Distal shoe space maintainer - fixed - unilateral - <i>child to age 9</i>	No Charge	No Charge
RESTORATIVE SERVICES			
D2140	AMALGAM - ONE SURFACE PRIMARY OR PERMANENT	No Charge	No Charge
D2150	AMALGAM - TWO SURFACES PRIMARY OR PERMANENT	No Charge	No Charge
D2160	AMALGAM - THREE SURFACES PRIMARY OR PERMANENT	No Charge	No Charge
D2161	AMALGAM - FOUR OR MORE SURFACES PRIMARY OR PERMANENT	No Charge	No Charge
D2330	RESIN - BASED COMPOSITE ONE SURFACE ANTERIOR	\$10	\$28
D2331	RESIN - BASED COMPOSITE TWO SURFACES ANTERIOR	\$18	\$35
D2332	RESIN - BASED COMPOSITE THREE SURFACES ANTERIOR	\$23	\$45
D2335	RESIN-BASED COMPOSITE FOUR OR MORE SURFACES ANTERIOR	\$25	\$75
D2390	RESIN - BASED COMPOSITE CROWN, ANTERIOR	\$30	\$90
D2391	RESIN - BASED COMPOSITE ONE SURFACE, POSTERIOR	\$30	\$65
D2392	RESIN - BASED COMPOSITE TWO SURFACES, POSTERIOR	\$45	\$75
D2393	RESIN - BASED COMPOSITE THREE SURFACES, POSTERIOR	\$65	\$90

D2394	RESIN - BASED COMPOSITE FOUR OR MORE SURFACES, POSTERIOR	\$65	\$115
D2510	INLAY - METALLIC - ONE SURFACE	\$210	\$210
D2520	INLAY - METALLIC - TWO SURFACES	\$220	\$220
D2530	INLAY - METALLIC - THREE OR MORE SURFACES	\$230	\$230
D2542	ONLAY - METALLIC - TWO SURFACES	\$310	\$310
D2543	ONLAY - METALLIC - THREE SURFACES	\$325	\$325
D2544	ONLAY - METALLIC - FOUR OR MORE SURFACES	\$335	\$335
D2610	INLAY - PORCELAIN / CERAMIC-ONE SURFACE	\$310	\$310
D2620	INLAY - PORCELAIN / CERAMIC-TWO SURFACES	\$335	\$335
D2630	INLAY - PORCELAIN / CERAMIC-THREE OR MORE SURFACES	\$360	\$360
D2642	ONLAY - PORCELAIN / CERAMIC-TWO SURFACES	\$395	\$395
D2643	ONLAY - PORCELAIN / CERAMIC-THREE SURFACES	\$425	\$425
D2644	ONLAY - PORCELAIN / CERAMIC-FOUR OR MORE SURFACES	\$435	\$435
D2650	INLAY - COMPOSITE/RESIN-ONE SURFACE LAB PROCESS	\$185	\$185
D2651	INLAY - COMPOSITE/RESIN-TWO SURFACES LAB PROCESS	\$210	\$210
D2652	INLAY - COMPOSITE/RESIN-THREE OR MORE SURFACES LAB	\$245	\$245
D2662	ONLAY - COMPOSITE/RESIN-TWO SURFACES	\$225	\$225
D2663	ONLAY - COMPOSITE/RESIN-THREE SURFACES	\$245	\$245
D2664	ONLAY - COMPOSITE/RESIN-FOUR OR MORE SURFACES	\$270	\$270
CROWNS			
D2710	CROWN - RESIN (INDIRECT)	\$145	\$145
D2712	CROWN 3/4	\$145	\$145
D2720	CROWN - RESIN WITH HIGH NOBLE METAL	\$485	\$485
D2721	CROWN - RESIN WITH PREDOMINANTLY BASE METAL	\$410	\$410
D2722	CROWN-RESIN WITH NOBLE METAL	\$465	\$465
D2740	CROWN - PORCELAIN	\$247.50	\$485
D2750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	\$477.50	\$485
D2751	CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	\$247.50	\$410
D2752	CROWN - PORCELAIN FUSED TO NOBLE METAL	\$437.50	\$465
D2780	CROWN - 3/4 CAST HIGH NOBLE METAL	\$485	\$485
D2781	CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	\$410	\$410
D2782	CROWN - 3/4 CAST NOBLE BASE METAL	\$465	\$465
D2783	CROWN - 3/4 PORCELAIN/CERAMIC	\$485	\$485
D2790	CROWN - FULL CAST HIGH NOBLE METAL	\$485	\$485

D2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	\$210	\$410
D2792	CROWN - FULL CAST NOBLE METAL	\$400	\$465
D2794	CROWN - TITANIUM	\$485	\$485
D2910	RECEMENT INLAY	\$10	\$12
D2915	RECEMENT CAST OR PREFAB POST & CORE	\$12	\$12
D2920	RECEMENT CROWN	No Charge	\$12
D2921	REATTACHMENT OF TOOTH FRAGMENT, INCISAL EDGE OR CUSP, ANTERIOR	\$75	\$75
D2929	PREFABRICATED PORCELAIN/CERMAIC CROWN, - PRIMARY TOOTH, ANTERIOR	\$125	\$125
D2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY TOOTH	\$25	\$35
D2931	PREFABRICATED STAINLESS STEEL CROWN-PERMANENT TOOTH	\$45	\$45
D2932	PREFABRICATED RESIN CROWN	\$25	\$85
D2933	PREFABRICATED STAINLESS STEEL WITH RESIN CROWN	\$125	\$125
D2940	SEDATIVE FILLING	No Charge	\$12
D2941	INTERIM THERAPEUTIC RESTORATION - PRIMARY DENTITION	\$12	\$12
D2949	RESTORATIVE FOUNDATION FOR INDIRECT RESTORATION	\$65	\$65
D2950	CORE BUILDUP, INCLUDING ANY PINS	\$65	\$65
D2951	PIN RETENTION/PER TOOTH, IN ADDITION TO RESTORATION	\$5	\$10
D2952	CAST POST & CORE IN ADDITION TO CROWN	\$85	\$85
D2953	EACH ADDITIONAL CAST POST - SAME TOOTH	\$70	\$70
D2954	PREFABRICATED POST & CORE IN ADDITION TO CROWN	\$65	\$65
D2955	POST REMOVAL	\$35	\$35
D2957	EACH ADDITIONAL PREFABRICATED POST SAME TOOTH BASE METAL	\$30	\$30
D2960	LABIAL VENEER (RESIN LAMINATE) - CHAIRSIDE - LIMITED TO REPLACEMENT OF SIGNIFICANT TOOTH STRUCTURE	\$300	\$300
D2961	LABIAL VENEER (RESIN LAMINATE) - LABORATORY - LIMITED TO REPLACEMENT OF SIGNIFICANT TOOTH STRUCTURE	\$340	\$340
D2962	LABIAL VENEER (PORCELAIN LAMINATE) - LABORATORY - LIMITED TO REPLACEMENT OF SIGNIFICANT TOOTH STRUCTURE	\$400	\$400
D2971	ADDITIONAL PROCEDURES TO CONSTRUCT NEW CROWN UNDER EXISTING PARTIAL DENTURE FRAMEWORK	\$100	\$100
D2980	CROWN REPAIR BY REPORT	\$85	\$85
D2981	INLAY REPAIR BY REPORT	\$85	\$85
D2982	ONLAY REPAIR BY REPORT	\$85	\$85
D2983	VENEER REPAIR BY REPORT	\$85	\$85
D2990	RESIN INFILTRATION OF INCIPIENT SMOOTH SURFACE LESIONS - LIMITED TO PERMANENT MOLARS THROUGH AGE 15	No Charge	No Charge

ENDODONTIC SERVICES*

D3110	PULP CAP-DIRECT EXCLUDING FINAL RESTORATION	\$18	\$18
D3120	PULP CAP-INDIRECT EXCLUDING FINAL RESTORATION	\$18	\$18
D3220	THERAPEUTIC PULPOTOMY EXCLUDING FINAL RESTORATION	No Charge	\$25
D3221	PULP DEBRIDEMENT, PRIMARY & PERMANENT TEETH	\$80	\$80
D3222	PARTIAL PULPOTOMY FOR APEXOGENEISIS (Permanent tooth with incomplete root development)	\$25	\$25
D3230	PULP THERAPY ANTERIOR, PRIMARY TOOTH	\$45	\$45
D3240	PULP THERAPY POSTERIOR, PRIMARY TOOTH	\$45	\$45
D3310	ROOT CANAL THERAPY - ANTERIOR EXC FINAL RESTORATION	\$90	\$110
D3320	ROOT CANAL THERAPY - BICUSPID EXC FINAL RESTORATION	\$155	\$195
D3330	ROOT CANAL THERAPY - MOLAR EXC FINAL RESTORATION	\$200	\$245
D3331	TX RC OBSTRUCTION; NON-SURG AC	\$75	\$75
D3332	INCOMPLETE ENDODONTIC THERAPY	\$65	\$65
D3333	ROOT PERFORATION REPAIR	\$115	\$115
D3346	RETREAT PREVIOUS ROOT CANAL-ANTERIOR	\$285	\$285
D3347	RETREAT PREVIOUS ROOT CANAL-BICUSPID	\$335	\$335
D3348	RETREAT PREVIOUS ROOT CANAL-MOLAR	\$425	\$425
D3351	APEXIFICATION/RECALCIFICATION - INITIAL VISIT	\$80	\$80
D3352	APEXIFICATION/RECALCIFICATION - INTERIM VISIT	\$80	\$80
D3353	APEXIFICATION/RECALCIFICATION - FINAL VISIT	\$80	\$80
D3410	APICOECTOMY/PERIADICULAR SURGERY - ANTERIOR	\$75	\$85
D3421	APICOECTOMY/PERIADICULAR SURGERY - BICUSPID FIRST ROOT	\$290	\$290
D3425	APICOECTOMY/PERIADICULAR SURGERY - MOLAR FIRST ROOT	\$315	\$315
D3426	APICOECTOMY/PERIADICULAR SURGERY - EACH ADD ROOT	\$85	\$85
D3430	RETROGRADE FILLING - PER ROOT	\$60	\$60
D3450	ROOT AMPUTATION, PER ROOT	\$95	\$95
D3920	HEMI SECTION - INCLUDING ROOT REMOVAL	\$80	\$80
PERIODONTAL SERVICES			
D4210	GINGIVECTOMY/GINGIVOPLASTY - 4+ TEETH, PER QUAD	\$120	\$165
D4211	GINGIVECTOMY/GINGIVOPLASTY - 1-3 TEETH, PER QUAD	\$50	\$50
D4212	GINGIVECTOMY/GINGIVOPLASTY, ACCESS RESTORATIVE PROCEDURE, PER TOOTH	\$50	\$50
D4240	GINGIVAL FLAP INCL RT PLANING, 4+ TEETH, PER QUAD	\$170	\$185
D4241	GINGIVAL FLAP INCL RT PLANING, 1-3 TEETH, PER QUAD	\$110	\$110
D4245	APICALLY POSITIONED FLAP	\$135	\$135

D4249	CROWN LENGTHENING-HARD TISSUE	\$160	\$215
D4260	OSSEOUS SURGERY, 4+ CONTIGUOUS TEETH, PER QUAD	\$330	\$360
D4261	OSSEOUS SURGERY, 1-3 TEETH, PER QUAD	\$248	\$285
D4263	BONE GRAFT - FIRST TOOTH IN QUAD	\$180	\$190
D4264	BONE GRAFT - ADDL TOOTH IN QUAD	\$95	\$105
D4265	BIO MATL AID SFT & OSSEOUS TISSUE	\$95	\$275
D4266	GUIDED TISSUE REGEN-RESORB BARRIER	\$210	\$210
D4267	GTR - NON-RESORBABLE BARRIER	\$240	\$240
D4270	PEDICLE SOFT TISSUE GRAFT PROCEDURE	\$250	\$250
D4273	AUTOGENOUS CONNECTIVE TISSUE GRAFT, FIRST TOOTH, IMPLANT, OR EDENTULOUS TOOTH	\$75	\$300
D4274	DISTAL OR PROXIMAL WEDGE PROCEDURE - Separate Procedure	\$100	\$105
D4275	NON-AUTOGENOUS CONNECTIVE TISSUE GRAFT FIRST TOOTH, IMPLANT OR EDENTULOUS TOOTH POSITION IN GRAFT	\$350	\$350
D4277	FREE SOFT TISSUE GRAFT, FIRST TOOTH, IMPLANT, OR EDONTULOUS TOOTH	\$245	\$245
D4278	FREE SOFT TISSUE GRAFT, EACH ADDITIONAL TOOTH, IMPLANT, OR EDONTULOUS TOOTH	\$245	\$245
D4283	AUTOGENOUS CONNECTIVE TISSUE GRAFT, EACH ADDITIONAL CONTIGUOUS TOOTH, IMPLANT, OR EDENTULOUS TOOTH	\$180	\$180
D4285	NON-AUTOGENOUS CONNECTIVE TISSUE GRAFT, EACH ADDITIONAL CONTIGUOUS TOOTH, IMPLANT, OR EDENTULOUS TOOTH	\$210	\$210
D4320	SPLINTING - INTRACORONAL	\$95	\$245
D4321	SPLINTING - EXTRACORONAL	\$85	\$290
D4341	PERIODONTAL ROOT PLANING, 4+ CONTIGUOUS TEETH, PER QUAD	\$40	\$50
D4342	PERIODONTAL ROOT PLANING, 1-3 TEETH, PER QUAD	\$40	\$40
D4346	SCALING, FULL MOUTH, AFTER ORAL EVAL - 2 D1110, D1120, D4346 PER 12 MO PERIOD	No Charge	No Charge
D4355	FULL MOUTH DEBRIDEMENT	\$50	\$50
D4381	LOCALIZED DELIVERY OF ANTIMICROBIAL AGENTS - FOR EACH OF THE FIRS TWO TEETH TREATED WITHIN A QUADRANT FOLLOWING RT PLANING OR PERIODONTAL MAINTENANCE	No Charge	\$60
D4381	LOCALIZED DELIVERY OF ANTIMICROBIAL AGENTS - FOR AN ADDITIONAL TOOTH TREATED IN THE SAME QUADRANT FOLLOWING RT PLANING OR PERIODONTAL MAINTENANCE	No Charge	No Charge
D4910	PERIODONTAL MAINTENANCE - 2 WITHIN THE 12 MONTH PERIOD	\$25	\$50
D4910	ADDITIONAL PERIODONTAL MAINTENANCE - 2 WITHIN THE 12 MONTH PERIOD	\$55	\$60
D4921	GINGIVAL IRRIGATION - PER QUADRANT	No Charge	No Charge
PROSTHODONTICS			
D5110 / D5120	COMPLETE DENTURE - UPPER / LOWER	\$230	\$510

D5130 / D5140	IMMEDIATE DENTURE - UPPER / LOWER	\$245	\$535
D5211	UPPER PARTIAL-RESIN BAS W/CONV CLSPS-RSTS	\$240	\$535
D5212	LOWER PARTIAL-RESIN BASE W/CONV CLSPS-RSTS	\$240	\$535
D5213	UPPER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	\$245	\$610
D5214	LOWER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	\$245	\$610
D5221	IMMEDIATE UPPER PARTIAL -RESIN BASE W/CONV CLSPS-RSTS	\$535	\$535
D5222	IMMEDIATE LOWER PARTIAL -RESIN BASE W/CONV CLSPS-RSTS	\$535	\$535
D5223	IMMEDIATE UPPER PARTIAL -CAST METAL RESIN BASE W/CONV CLSPS-RSTS	\$610	\$610
D5224	IMMEDIATE LOWER PARTIAL -CAST METAL RESIN BASE W/CONV CLSPS-RSTS	\$610	\$610
D5225	MAXILLARY PARTIAL DENTURE FLEXIBLE BASE	\$660	\$660
D5226	MANDIBULAR PARTIAL DENTURE FLEXIBLE BASE	\$660	\$660
D5410	ADJUST COMPLETE DENTURE - UPPER	\$5	\$12
D5411	ADJUST COMPLETE DENTURE - LOWER	\$5	\$12
D5421 / D5422	ADJUST PARTIAL DENTURE - UPPER / LOWER	\$5	\$12
D5511/5512	REPAIR BROKEN COMPLETE DENTURE BASE, mandibular and maxillary	\$25	\$68
D5520	REPLACE MISSING/BROKEN TOOTH-COMplete DENTURE	\$40	\$68
D5630	REPAIR OR REPLACE BROKEN CLASP	\$68	\$68
D5640	REPLACE BROKEN TEETH-PER TOOTH	\$30	\$68
D5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	\$30	\$68
D5660	ADD CLASP TO EXISTING PARTIAL DENTURE	\$30	\$68
D5670 / D5671	REPLACE ALL TEETH & FRAMEWORK - UPPER/LOWER	\$275	\$275
D5710 / D5711	REBASE COMPLETE UPPER / LOWER DENTURE	\$175	\$175
D5720 / D5721	REBASE UPPER / LOWER PARTIAL DENTURE	\$175	\$175
D5730 / D5731	RELIN COMPLETE UPPER / LOWER DENTURE - CHAIRSIDE	\$25	\$95
D5740 / D5741	RELIN UPPER / LOWER PARTIAL DENTURE - CHAIRSIDE	\$25	\$95
D5750 / D5751	RELIN COMPLETE UPPER / LOWER DENTURE (LAB)	\$55	\$125
D5760 / D5761	RELIN UPPER / LOWER PARTIAL DENTURE (LAB)	\$55	\$125
D5820	INTERIM PARTIAL DENTURE MAXILLARY - LTD 1 IN ANY 12 CONSECUTIVE MONTHS	\$210	\$210
D5821	INTERIM PARTIAL DENTURE MANDIBULAR - LTD 1 IN ANY 12 CONSECUTIVE MONTHS	\$210	\$210
D5850	TISSUE CONDITIONING, MAXILLARY	No Charge	\$16
D5851	TISSUE CONDITIONING, MANDIBULAR	No Charge	\$16

FIXED BRIDGES

D6205	PONTIC - INDIRECT RESIN BASED COMPOSITE	\$145	\$145
D6210	PONTIC - CAST HIGH NOBLE METAL	\$485	\$485
D6211	PONTIC-CAST PREDOM BASE METAL	\$410	\$410
D6212	PONTIC-CAST NOBLE METAL	\$465	\$465
D6214	PONTIC TITANIUM	\$485	\$485
D6240	PONTIC - PORCELAIN FUSED TO HIGH NOBLE METAL	\$485	\$485
D6241	PONTIC - PORCELAIN FUSED TO PREDOM BASE METAL	\$247.50	\$410
D6242	PONTIC - PORCELAIN FUSED TO NOBLE METAL	\$437.50	\$465
D6245	PONTIC - PORCELAIN / CERAMIC	\$237.50	\$460
D6250	PONTIC - RESIN WITH HIGH NOBLE METAL	\$485	\$485
D6251	PONTIC - RESIN WITH PREDOM BASE METAL	\$410	\$410
D6252	PONTIC - RESIN WITH NOBLE METAL	\$465	\$465
D6545	RETAINER CAST METAL FOR RESIN BONDED FIXED PROSTHESIS	\$175	\$640
D6600	BRIDGE RETAINER - INLAY, PORCELAIN, TWO SURFACES	\$335	\$335
D6601	BRIDGE RETAINER - INLAY, PORCELAIN, THREE OR MORE SURFACES	\$360	\$360
D6602	BRIDGE RETAINER - INLAY, CAST HIGH NOBLE METAL, TWO SURFACES	\$270	\$270
D6603	BRIDGE RETAINER - INLAY, CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	\$280	\$280
D6604	BRIDGE RETAINER - INLAY, CAST PREDOMINANTLY BASE METAL, TWO SURFACES	\$220	\$220
D6605	BRIDGE RETAINER - INLAY, CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	\$230	\$230
D6606	BRIDGE RETAINER - INLAY, CAST NOBLE METAL, TWO SURFACES	\$250	\$250
D6607	BRIDGE RETAINER - INLAY, CAST NOBLE METAL, THREE OR MORE SURFACES	\$260	\$260
D6608	BRIDGE RETAINER- ONLAY, PORCELAIN, TWO SURFACES	\$395	\$395
D6609	BRIDGE RETAINER - ONLAY, PORCELAIN, THREE OR MORE SURFACES	\$425	\$425
D6610	BRIDGE RETAINER - ONLAY, CAST HIGH NOBLE METAL, TWO SURFACES	\$360	\$360
D6611	BRIDGE RETAINER - ONLAY, CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	\$380	\$380
D6612	BRIDGE RETAINER - ONLAY, CAST PREDOMINANTLY BASE METAL, TWO SURFACES	\$310	\$310
D6613	BRIDGE RETAINER - ONLAY, CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	\$330	\$330
D6614	BRIDGE RETAINER - ONLAY, CAST NOBLE METAL, TWO SURFACES	\$340	\$340

D6615	BRIDGE RETAINER - ONLAY, CAST NOBLE METAL, THREE OR MORE SURFACES	\$360	\$360
D6710	CROWN-INDIRECT RESIN BASED COMPOSITE	\$145	\$145
D6720	CROWN-RESIN WITH HIGH NOBLE METAL	\$485	\$485
D6721	CROWN - RESIN WITH PREDOMINANTLY BASE METAL	\$410	\$410
D6722	CROWN-RESIN WITH NOBLE METAL	\$465	\$465
D6740	BRIDGE RETAINER - CROWN, PORCELAIN/CERAMIC	\$485	\$485
D6750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	\$477.50	\$485
D6751	CROWN - PORCELAIN FUSED TO PREDOM BASE METAL	\$247.50	\$410
D6752	CROWN - PORCELAIN FUSED TO NOBLE METAL	\$437.50	\$465
D6780	CROWN - 3/4 CAST HIGH NOBLE METAL	\$485	\$485
D6781	CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	\$410	\$410
D6782	CROWN - 3/4 CAST NOBLE METAL	\$465	\$465
D6783	CROWN - 3/4 PORCELAIN/CERAMIC	\$485	\$485
D6790	CROWN - FULL CAST HIGH NOBLE METAL	\$485	\$485
D6791	CROWN - FULL CAST PREDOMINANTLY BASE METAL	\$410	\$410
D6792	CROWN - FULL CAST NOBLE METAL	\$465	\$465
D6794	CROWN - TITANIUM	\$485	\$485
D6930	RECEMENT FIXED PARTIAL DENTURE	\$12	\$12
D6940	STRESS BREAKER	\$100	\$100
D6980	FIXED PARTIAL DENTURE REPAIR	\$85	\$85
ORAL SURGERY			
D7111	CORONAL REMNANTS-DECIDUOUS TEETH	No Charge	\$45
D7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT	No Charge	\$18
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	\$15	\$30
D7220	REMOVAL IMPACTED TOOTH-SOFT TISSUE	\$25	\$50
D7230	REMOVAL IMPACTED TOOTH-PARTIALLY BONY	\$50	\$65
D7240	REMOVAL IMPACTED TOOTH-COMpletely BONY	\$75	\$80
D7241	REMOVAL IMPACTED TOOTH-UNUSUAL COMPLICATIONS	\$135	\$135
D7250	SURGICAL REMOVAL RESIDUAL TOOTH ROOTS-CUTTING PROCEDURE	\$25	\$35
D7251	CORONECTOMY - INTENTIONAL PARTIAL TOOT REMOVAL	\$135	\$135
D7270	TOOTH RE-IMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED TOOTH	\$45	\$45
D7280	SURGICAL EXPOSURE OF IMPACTED UINERUPTED TOOTH FOR ORTHO REASONS	\$20	\$115
D7282	MOBILIZE TO AID ERUPTION	\$110	\$110
D7283	PLACEMENT OF DEVICE TO FAC. ERUP OF IMP	No Charge	No Charge
D7286	BIOPSY OF ORAL TISSUE - SOFT	\$70	\$70

D7310	ALVEOLOPLASTY IN CONJUNCTION W EXTRAC-PER QUAD	\$35	\$35
D7311	ALVEOLOPLASTY IN CONJ. W/ EXTRACTIONS 1-3 TEETH OR TOOTH SPACES, PER QUAD	\$35	\$35
D7320	ALVEOLOPLASTY NO EXTRACT-PER QUAD	\$40	\$55
D7321	ALVEOLOPLASTY NOT IN CONJ. W/ EXTRACTIONS 1-3 TEETH OR TOOTH SPACES, PER QUAD	\$55	\$55
D7450	REMOVAL OF BENIGN ODONTOGENIC CYSTS OR TUMOR < 1.25 cm	\$60	\$60
D7451	REMOVAL OF BENIGN ODONTOGENIC CYSTS / TUMOR > 1.25 cm	\$90	\$90
D7471	REMOVAL OF LATERAL EXOSTOSIS - MAXILLA OR MANDIBLE	\$60	\$65
D7472	REMOVE TORUS PALATINUS	\$65	\$65
D7473	REMOVE TORUS MANDIBULARIS	\$65	\$65
D7510	INCISION AND DRAINAGE OF ABSCESS- INTRAORAL SOFT TISSUE	No Charge	\$18
D7961	Buccal/Labial Frenectomy (frenulectomy)	\$45	\$90
D7962	Lingual Fenectomy (frenulectomy)	\$45	\$90
D7970	EXCISION OF HYPER-PLASTIC TISSUE-PER ARCH	No Charge	\$115
D7971	EXCISION OF PERICORONAL GINGIVA	\$115	\$115
ORTHODONTICS			
PRE AND POST ORTHODONTIC RECORDS			
BENEFIT FOR PRE TREATMENT RECORDS INCLUDE:		\$200	\$200
D0210	INTRAORAL - COMPLETE SERIES OF RADIOGRAPHIC IMAGES		
D0322	TOMOGRAPHIC SURVEY		
D0330	PANORAMIC RADIOGRAPHIC IMAGE		
D0340	2D CEPHALOMETRIC RADIOGRAPHIC IMAGE		
D0350	2D ORAL/FACIAL PHOTOGRAPHIC IMAGE		
D0351	3D PHOTOGRAPHIC IMAGE		
D0470	DIAGNOSTIC CASTS		
BENEFIT FOR POST TREATMENT RECORDS INCLUDE: D0210 & D0470		\$70	\$70
D0210	INTRAORAL - COMP SERIES OF RADIOGRAPHIC IMAGES		
D0470	DIAGNOSTIC CASTS		
D8010	LTD ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	\$1,150	\$1,150
D8020	LTD ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION (CHILD OR ADOLESCENT TO AGE 19)	\$1,150	\$1,150
D8030	LTD ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION - UP TO AGE 19	\$1,150	\$1,150
D8040	LTD ORTHODONTIC TREATMENT OF THE ADULT DENTITION - ADULTS, INCLUDING COVERED DEPENDENT ADULT CHILDREN	\$1,350	\$1,350
D8050	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	\$1,150	\$1,150
D8060	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	\$1,150	\$1,150

D8070 / D8080	COMPREHENSIVE ORTHODONTIC TREATMENT (of the transitional/adolescent dentition - Children up to 19 years of age)	\$2,100	\$2,100
D8090	COMPREHENSIVE ORTHODONTIC TREATMENT (of the Adult Dentition, including covered dependent adult children)	\$2,250	\$2,250
D8660	PRE-ORTHODONTIC TREATMENT VISIT	\$25	\$25
D8670	PERIODIC ORTHODONTIC TREATMENT VISIT	No Charge	No Charge
D8680	ORTHODONTIC RETENTION	\$300	\$300
D8681	REMOVABLE ORTHODONTIC RETAINER ADJUSTMENT	No Charge	No Charge
D8698	RE-BONDING OR RE-CEMENTING (LTD TO 2 PER 6 Mo.) (Maxillary)	No Charge	No Charge
D8699	RE-BONDING OR RE-CEMENTING (LTD TO 2 PER 6 Mo.) (Mandibular)	No Charge	No Charge
D8701	REPAIR OF FIXED RETAINERS, INCL REATTACHMENT (LTD TO 2 PER 6 Mo.) (Maxillary)	No Charge	No Charge
D88702	REPAIR OF FIXED RETAINERS, INCL REATTACHMENT (LTD TO 2 PER 6 Mo.) (Mandibular)	No Charge	No Charge
D8999	TREATMENT PLAN	\$100	\$100
MISCELLANEOUS SERVICES			
D9110	PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN-MINOR PROCEDURE	No Charge	No Charge
D9120	FIXED PARTIAL DENTURE SECTIONING	No Charge	\$135
D9210	LOCAL ANESTHESIA NOT IN CONJUNCTION WITH OPERATIVE OR SURGICAL PROCEDURES	No Charge	\$70
D9211	REGIONAL BLOCK ANESTHESIA	No Charge	No Charge
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA	No Charge	No Charge
D9215	LOCAL ANESTHESIA	No Charge	No Charge
D9219	EVAL FOR DEEP SEDATION OR GEN ANESTHESIA	No Charge	No Charge
D9223	DEEP SEDATION/ GENERAL ANESTHESIA (EACH 15 MIN INCREMENT)	\$55	\$55
D9230	ANALGESIA, ANXIOLYSIS, INHALATION OF NITROUS OXIDE	\$15	\$50
D9243	INTRAVENOUS MODERATE SEDATION/ANALGESIA (EACH 15 MIN INCREMENT)	\$55	\$55
D9310	CONSULTATION DIAGNOSTIC SERVICE BY NON-TREATING PRACTITIONER	No Charge	\$25
D9311	CONSULTATION WITH MEDICAL HEALTH CARE PROFESSIONAL	No Charge	No Charge
D9430	OFFICE VISIT DURING OFFICE HOURS	\$5	\$5
D9440	OFFICE VISIT AFTER OFFICE HOURS	\$10	\$35
D9450	CASE PRESENTATION, DETAILED AND EXTENSIVE TREATMENT PLANNING	No Charge	No Charge
D9630	MEDICINAL APPLICATION / IRRIGATION PER VISIT	\$10	\$35
D9932 / D9933	CLEANING AND INSPECTION OF REMOVABLE COMPLETE DENTURE UPPER/LOWER	No Charge	No Charge

D9934 / D9935	CLEANING AND INSPECTION OF REMOVABLE PARTIAL DENTURE UPPER/LOWER	No Charge	No Charge
D9943	OCCLUSAL GUARD ADJUSTMENT	\$10	\$10
D9951	OCCLUSAL ADJUSTMENT-LIMITED	No Charge	\$25
D9952	OCCLUSAL ADJUSTMENT-COMPLETE	\$55	\$95
D9975	EXTERNAL BLEACHING FOR HOME APP PER ARCH	\$125	\$125
D9986	MISSED APPOINTMENT W/O 24 HR NOTICE	\$10	\$10
D9987	CANCELED APPOINTMENT W/O 24 HR NOTICE	\$10	\$10
D9991	DENTAL CASE MANAGEMENT - APPT COMPLIANCE BARRIERS	No Charge	No Charge
D9992	DENTAL CASE MANAGEMENT - CARE COORDINATION	No Charge	No Charge
D9995	Teledentistry - synchronous; real-time encounter	No Charge	No Charge
D9996	Teledentistry - asynchronous; information stored and forwarded to dentist for subsequent review	No Charge	No Charge
D9997	Dental case management - patients with special health care needs	No Charge	No Charge

** All Non-Listed Services are covered at a 25% Discounted Rate.

Appendix F – DHMO Plan – Enriched Plan Benefits

ADA Codes	Procedure	Proposed Member Pays - For Either General or Specialist Dentist
DIAGNOSTIC		
D0120	PERIODIC ORAL EVALUATION	No Charge
D0140	LIMITED ORAL EVALUATION	No Charge
D0145	ORAL EVALUATION - CHILD	No Charge
D0150	COMPREHENSIVE ORAL EVALUATION	No Charge
D0160	DETAIL AND EXTENSIVE ORAL EVALUATION	No Charge
D0170	RE-EVALUATION - LIMITED, PROBLEM FOCUSED	No Charge
D0171	RE-EVALUATION - POST OPERATIVE OFFICE VISIT	\$5
D0180	COMPREHENSIVE PERIODONTAL EVALUATION	No Charge
D0190	SCREEING OF A PATIENT	No Charge
D0191	ASSESSMENT OF A PATIENT	No Charge
X-RAYS AND TESTS		
D0210	INTRAORAL - COMPLETE SERIES INCL BITEWINGS (LIMIT 1 EVERY 24 MONTHS)	No Charge
D0220	INTRAORAL - PERIAPICAL-FIRST FILM	No Charge
D0230	INTRAORAL - PERIAPICAL-EACH ADD FILM	No Charge
D0240	INTRAORAL - OCCLUSAL FILM	No Charge
D0250	EXTRAORAL - 2D PROJECTION RADIOGRAPHIC IMAGE CREATED USING A STATIONARY RADIATION SOURCE, AND DETECTOR	No Charge
D0251	EXTRAORAL POSTERIOR DENTAL RADION	No Charge
D0270	BITEWING - SINGLE FILM	No Charge
D0272	BITEWINGS - TWO FILMS	No Charge
D0273	BITEWINGS - THREE FILMS	No Charge
D0274	BITEWINGS - FOUR FILMS	No Charge
D0277	VERTICAL BITEWINGS - 7 TO 8 FILMS	No Charge
D0330	PANORAMIC FILE (LIMIT 1 EVERY 24 MONTHS)	No Charge
D0350	2D ORAL/FACIAL PHOTOGRAPHIC IMAGES	No Charge
D0415	COLLECTION OF MICROORGANISMS FOR CULTURE AND SENSITIVITY	No Charge
D0425	CARIES SUSCEPTIBILITY TESTS	No Charge
D0431	ADJUNCTIVE PRE-DIAGNOSTIC TEST THAT AIDS IN DETECTION OF MUCOSAL ABNORMALITIES INCLUDING PREMALIGNANT AND MALIGNANT LESIONS, NOT TO INCLUDE CYTOLOGY OR BIOPSY PROCEDURES	\$50
D0460	PULP VITAILITY TEST	No Charge
D0470	DIAGNOSTIC CASTS	No Charge
D0472	ACCESSION OF TISSUE, GROSS EXAMINATION, PREP & TRANSMISSION OF WRITTEN REPORT	No Charge
D0473	ACCESSION OF TISSUE, GROSS & MICROSCOPIC EXAMINATION, PREP & TRANSMISSION OF WRITTEN REPORT	No Charge
D0474	ACCESSION OF TISSUE, GROSS & MICROSCOPIC EXAMINATION, INCL ASSESSMENT OF SURGICAL MARGINS, PREP & TRANSMISSION OF WRITTEN REPORT	No Charge
D0502	OTHER ORAL PATHOLOGY PROCEDURES BY REPORT	No Charge
D0601	CARIES RISK ASSESSMENT & DOCUMENTATION, W/ LOW RISK FINDING (1 EVERY 3 YEARS)	No Charge

D0602	CARIES RISK ASSESSMENT & DOCUMENTATION, W/ MODERATE RISK FINDING (1 EVERY 3 YEARS)	No Charge
D0603	CARIES RISK ASSESSMENT & DOCUMENTATION, W/ HIGH RISK FINDING (1 EVERY 3 YEARS)	No Charge
D0999	UNSPECIFIED DIAGNOSTIC PROCEDURE	\$5.00
PREVENTIVE SERVICES		
D1110	PROPHYLAXIS ADULTS 2 D1110, D1120 or D4346 per 12 month period	No Charge
D1110	ADDITIONAL PROPHYLAXIS ADULTS (2 within the 12 month period)	\$14
D1120	PROPHYLAXIS CHILD (2 D1110, D1120 or D4346 per 12 month period)	No Charge
D1120	ADDITIONAL PROPHYLAXIS CHILD (2 within the 12 month period)	\$14
D1206	TOPICAL APPLICATION FLUORIDE VARNISH - CHILD TO AGE 19 - 2 D1206 OR D1208 PER 12 MONTH PERIOD	No Charge
D1208	TOPICAL APPLICATION FLUORIDE EXCLUDING VARNISH - 2 D1206 OR D1208 PER 12 MONTH PERIOD	No Charge
D1310	NUTRITIONAL COUNSELING DENTAL DISEASE CONTROL	No Charge
D1330	ORAL HYGIENE INSTRUCTION	No Charge
D1351	SEALANT - PER TOOTH – limited to permanent molars	No Charge
D1352	PREVENTIVE RESIN RESTORATION - MODERATE TO HIGH CARIES RISK – permanent tooth – limited to permanent molars	\$10
D1353	SEALANT REPAIR - PER TOOTH – limited to permanent molars	\$10
D1354	INTERIM CARIES ARRESTING MEDICAMENT APPLICATION - CHILD - 2 PER 12 MONTH PERIOD	No Charge
D1510	SPACE MAINTAINER - FIXED UNILATERAL – per quadrant	\$25
D1520	SPACE MAINTAINER - REMOVABLE- FIXED UNILATERAL	\$50
D1526	Space maintainer – removable bilateral (maxillary)	\$50
D1527	Space maintainer – removable bilateral (mandibular)	\$50
D1551	Re-cement or re-bond space maintainer (maxillary)	\$10
D1552	Re-cement or re-bond space maintainer (mandibular)	\$10
D1556	Removal of fixed unilateral space maintainer – per quadrant	\$10
D1557/1558	Removal of fixed bilateral space maintainer – maxillary/mandibular	\$10
D1575	DISTAL SHOE SPACE MAINTAINER - FIXED- UNILATERAL - CHILD TO AGE 9	\$40
RESTORATIVE SERVICES		
D2140	AMALGAM - ONE SURFACE PRIMARY OR PERMANENT	No Charge
D2150	AMALGAM - TWO SURFACES PRIMARY OR PERMANENT	No Charge
D2160	AMALGAM - THREE SURFACES PRIMARY OR PERMANENT	No Charge
D2161	AMALGAM - FOUR OR MORE SURFACES PRIMARY OR PERMANENT	No Charge
D2330	RESIN - BASED COMPOSITE ONE SURFACE ANTERIOR	No Charge
D2331	RESIN - BASED COMPOSITE TWO SURFACES ANTERIOR	No Charge
D2332	RESIN - BASED COMPOSITE THREE SURFACES ANTERIOR	No Charge
D2335	RESIN-BASED COMPOSITE FOUR OR MORE SURFACES ANTERIOR	No Charge
D2390	RESIN - BASED COMPOSITE CROWN, ANTERIOR	\$30
D2391	RESIN - BASED COMPOSITE ONE SURFACE, POSTERIOR	\$30

D2392	RESIN - BASED COMPOSITE TWO SURFACES, POSTERIOR	\$45
D2393	RESIN - BASED COMPOSITE THREE SURFACES, POSTERIOR	\$65
D2394	RESIN - BASED COMPOSITE FOUR OR MORE SURFACES, POSTERIOR	\$65
D2510	INLAY - METALLIC - ONE SURFACE	\$145
D2520	INLAY - METALLIC - TWO SURFACES	\$155
D2530	INLAY - METALLIC - THREE OR MORE SURFACES	\$165
D2542	ONLAY - METALLIC - TWO SURFACES	\$160
D2543	ONLAY - METALLIC - THREE SURFACES	\$170
D2544	ONLAY - METALLIC - FOUR OR MORE SURFACES	\$190
D2610	INLAY - PORCELAIN / CERAMIC-ONE SURFACE	\$270
D2620	INLAY - PORCELAIN / CERAMIC-TWO SURFACES	\$305
D2630	INLAY - PORCELAIN / CERAMIC-THREE OR MORE SURFACES	\$325
D2642	ONLAY - PORCELAIN / CERAMIC-TWO SURFACES	\$300
D2643	ONLAY - PORCELAIN / CERAMIC-THREE SURFACES	\$335
D2644	ONLAY - PORCELAIN / CERAMIC-FOUR OR MORE SURFACES	\$355
D2650	INLAY - COMPOSITE/RESIN-ONE SURFACE LAB PROCESS	\$170
D2651	INLAY - COMPOSITE/RESIN-TWO SURFACES LAB PROCESS	\$195
D2652	INLAY - COMPOSITE/RESIN-THREE OR MORE SURFACES LAB	\$230
D2662	ONLAY - COMPOSITE/RESIN-TWO SURFACES	\$225
D2663	ONLAY - COMPOSITE/RESIN-THREE SURFACES	\$250
D2664	ONLAY - COMPOSITE/RESIN-FOUR OR MORE SURFACES	\$295
CROWNS		
D2710	CROWN - RESIN (INDIRECT)	\$145
D2712	CROWN 3/4 RESIN (INDIRECT)	\$145
D2720	CROWN - RESIN WITH HIGH NOBLE METAL	\$295
D2721	CROWN - RESIN WITH PREDOMINANTLY BASE METAL	\$195
D2722	CROWN-RESIN WITH NOBLE METAL	\$235
D2740	CROWN - PORCELAIN	\$212.50
D2750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	\$355
D2751	CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	\$212.50
D2752	CROWN - PORCELAIN FUSED TO NOBLE METAL	\$295
D2780	CROWN - 3/4 CAST HIGH NOBLE METAL	\$355
D2781	CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	\$255
D2782	CROWN - 3/4 CAST NOBLE BASE METAL	\$295
D2783	CROWN - 3/4 CAST PORCELAIN/CERAMIC	\$355
D2790	CROWN - FULL CAST HIGH NOBLE METAL	\$355
D2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	\$175
D2792	CROWN - FULL CAST NOBLE METAL	\$295
D2794	CROWN - TITANIUM	\$355
D2910	RECEMENT INLAY	No Charge
D2915	RECEMENT CAST OR PREFAB POST & CORE	\$10
D2920	RECEMENT CROWN	No Charge
D2921	REATTACHMENT OF TOOTH FRAGMENT (ANTERIOR)	\$45

D2929	PREFABRICATED PORCELAIN/CERAMIC CROWN - PRIMARY TOOTH - ANTERIOR	\$75
D2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY TOOTH	No Charge
D2931	PREFABRICATED STAINLESS STEEL CROWN-PERMANENT TOOTH	\$50
D2932	PREFABRICATED RESIN CROWN	\$25
D2933	PREFABRICATED STAINLESS STEEL WITH RESIN WINDOW	\$75
D2940	PROTECTIVE RESTORATION	No Charge
D2941	INTERIM THERAPEUTIC RESTORATION - PRIMARY DENTITION	No Charge
D2949	RESTORATIVE FOUNDATION FOR AN INDIRECT RESTORATION	\$50
D2950	CORE BUILDUP, INCLUDING ANY PINS	\$50
D2951	PIN RETENTION/PER TOOTH, IN ADDITION TO RESTORATION	No Charge
D2952	CAST POST & CORE IN ADDITION TO CROWN	\$95
D2953	EACH ADDITIONAL CAST POST - SAME TOOTH	\$70
D2954	PREFABRICATED POST & CORE IN ADDITION TO CROWN	\$30
D2957	EACH ADDITIONAL PREFABRICATED POST SAME TOOTH BASE METAL	\$60
D2971	ADDITIONAL PROCEDURES TO CONSTRUCT NEW CROWN UNDER EXISTING PARTIAL DENTURE FRAMEWORK	\$50
D2980	CROWN REPAIR BY REPORT	\$20
D2981	INLAY REPAIR BY REPORT	\$20
D2982	ONLAY REPAIR BY REPORT	\$20
D2983	VENEER REPAIR BY REPORT	\$20
D2990	RESIN INFILTRATION OF INCIPIENT SMOOTH SURFACE LESIONS	\$10
ENDODONTIC SERVICES*		
D3110	PULP CAP-DIRECT EXCLUDING FINAL RESTORATION	No Charge
D3120	PULP CAP-INDIRECT EXCLUDING FINAL RESTORATION	No Charge
D3220	THERAPEUTIC PULPOTOMY EXCLUDING FINAL RESTORATION	No Charge
D3221	PULP DEBRIDEMENT, PRIMARY & PERMANENT TEETH	\$30
D3222	PARTIAL PULPOTOMY FOR APEXOGENEISIS (Permanent tooth with incomplete root development)	\$25
D3230	PULP THERAPY ANTERIOR, PRIMARY TOOTH	\$40
D3240	PULP THERAPY POSTERIOR, PRIMARY TOOTH	\$40
D3310	ROOT CANAL THERAPY - ANTERIOR EXC FINAL RESTORATION	\$45
D3320	ROOT CANAL THERAPY - BICUSPID EXC FINAL RESTORATION	\$90
D3330	ROOT CANAL THERAPY - MOLAR EXC FINAL RESTORATION	\$145
D3331	TX RC OBSTRUCTION; NON-SURG AC	\$70
D3332	INCOMPLETE ENDODONTIC THERAPY	\$70
D3333	ROOT PERFORATION REPAIR	\$70
D3346	RETREAT PREVIOUS ROOT CANAL-ANTERIOR	\$125
D3347	RETREAT PREVIOUS ROOT CANAL-BICUSPID	\$215
D3348	RETREAT PREVIOUS ROOT CANAL-MOLAR	\$365

D3351	APEXIFICATION/RECALCIFICATION - INITIAL VISIT	\$70
D3352	APEXIFICATION/RECALCIFICATION - INTERIM VISIT	\$45
D3353	APEXIFICATION/RECALCIFICATION - FINAL VISIT	\$45
D3410	APICOECTOMY/PERIADICULAR SURGERY - ANTERIOR	\$65
D3421	APICOECTOMY/PERIADICULAR SURGERY - BICUSPID FIRST ROOT	\$125
D3425	APICOECTOMY/PERIADICULAR SURGERY - MOLAR FIRST ROOT	\$135
D3426	APICOECTOMY/PERIADICULAR SURGERY - EACH ADD ROOT	\$80
D3430	RETROGRADE FILLING - PER ROOT	\$60
D3450	ROOT AMPUTATION, PER ROOT	\$70
D3920	HEMI SECTION - INCLUDING ROOT REMOVAL	\$60
PERIODONTAL SERVICES		
D4210	GINGIVECTOMY/GINGIVOPLASTY - 4+ TEETH, PER QUAD	\$90
D4211	GINGIVECTOMY/GINGIVOPLASTY - 1-3 TEETH, PER QUAD	\$80
D4212	GINGIVECTOMY/GINGIVOPLASTY ACCESS FOR RESTORATIVE PROCEDURE	\$80
D4240	GINGIVAL FLAP INCL RT PLANING, 4+ TEETH, PER QUAD	\$135
D4241	GINGIVAL FLAP INCL RT PLANING, 1-3 TEETH, PER QUAD	\$80
D4245	APICALLY POSITIONED FLAP	\$135
D4249	CROWN LENGTHENING-HARD TISSUE	\$125
D4260	OSSEOUS SURGERY, 4+ CONTIGUOUS TEETH, PER QUAD	\$250
D4261	OSSEOUS SURGERY, 1-3 TEETH, PER QUAD	\$240
D4263	BONE GRAFT - FIRST TOOTH IN QUAD	\$180
D4264	BONE GRAFT - ADDL TOOTH IN QUAD	\$65
D4265	BIO MATL AID SFT & OSSEOUS TISSUE	\$95
D4266	GUID TISSUE REGEN-RESORB BARRIER	\$215
D4267	GTR - NON-RESORBABLE BARRIER	\$255
D4270	PEDICLE SOFT TISSUE GRAFT PROCEDURE	\$215
D4273	AUTOGENOUS CONNECTIVE TISSUE GRAFT PROCEDURE	\$75
D4274	DISTAL OR PROXIMAL WEDGE PROCEDURE - Separate Procedure	\$70
D4275	NON-AUTOGENOUS CONNECTIVE TISSUE GRAFT PROCEDURE	\$380
D4277	FREE SOFT TISSUE GRAFT PROCEDURE - FIRST TOOTH	\$215
D4278	FREE SOFT TISSUE GRAFT PROCEDURE - EACH ADDITIONAL CONTIGUOUS TOOTH	\$215
D4320	SPLINTING - INTRACORONAL	\$95
D4321	SPLINTING - EXTRACORONAL	\$85
D4341	PERIODONTAL ROOT PLANING, 4+ CONTIGUOUS TEETH, PER QUAD	\$40
D4342	PERIODONTAL ROOT PLANING, 1-3 TEETH, PER QUAD	\$40
D4346	SCALING IN PRESENCE OF GENERALIZED MODERATE OR SEVERE GINGIVAL INFLAMMATION - FULL MOUTH	No Charge
D4355	FULL MOUTH DEBRIDEMENT	\$50
D4381	LOCALIZED DELIVERY OF ANTIMICROBIAL AGENTS	\$65

D4910	PERIODONTAL MAINTENANCE	\$25
D4910	ADDITIONAL PERIODONTAL MAINTENANCE	\$55
D4921	GINGIVAL IRRIGATION - PER QUAD	No Charge
PROSTHODONTICS		
D5110 / D5120	COMPLETE DENTURE - UPPER / LOWER	\$205
D5130 / D5140	IMMEDIATE DENTURE - UPPER / LOWER	\$225
D5211	UPPER PARTIAL-RESIN BAS W/CONV CLSPS-RSTS	\$195
D5212	LOWER PARTIAL-RESIN BASE W/CONV CLSPS-RSTS	\$195
D5213	UPPER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	\$240
D5214	LOWER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	\$240
D5221	IMMEDIATE UPPER PARTIAL-RESIN BAS W/CONV CLSPS-RSTS	\$245
D5222	IMMEDIATE LOWER PARTIAL-RESIN BASE W/CONV CLSPS-RSTS	\$245
D5223	IMMEDIATE UPPER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	\$315
D5224	IMMEDIATE LOWER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	\$315
D5225	MAXILLARY PARTIAL DENTURE FLEXIBLE BASE	\$365
D5226	MANDIBULAR PARTIAL DENTURE FLEXIBLE BASE	\$365
D5410	ADJUST COMPLETE DENTURE - UPPER	\$3
D5411	ADJUST COMPLETE DENTURE - LOWER	\$3
D5421 / D5422	ADJUST PARTIAL DENTURE - UPPER / LOWER	\$3
D5510	REPAIR BROKEN COMPLETE DENTURE BASE	\$0
D5520	REPLACE MISSING/BROKEN TEETH-COMPLETE DENTURE (EACH TOOTH)	\$20
D5630	REPAIR OR REPLACE BROKEN CLASP - PER TOOTH	\$40
D5640	REPLACE BROKEN TEETH-PER TOOTH	\$30
D5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	\$30
D5660	ADD CLASP TO EXISTING PARTIAL DENTURE	\$30
D5670 / D5671	REPLACE MAX TEETH & FRAMEWORK UPPER/LOWER	\$165/\$165
D5710 / D5711	REBASE COMPLETE UPPER / LOWER DENTURE	\$95/\$95
D5720 / D5721	REBASE UPPER / LOWER PARTIAL DENTURE	\$95/\$95
D5730 / D5731	RELINE COMPLETE UPPER / LOWER DENTURE - CHAIRSIDE	No Charge
D5740 / D5741	RELINE UPPER / LOWER PARTIAL DENTURE - CHAIRSIDE	No Charge
D5750 / D5751	RELINE COMPLETE UPPER / LOWER DENTURE (LAB)	\$55
D5760 / D5761	RELINE UPPER / LOWER PARTIAL DENTURE (LAB)	\$55
D5820	INTERIM PARTIAL DENTURE MAXILLARY, limited to 1 in any 12 consecutive months	\$105

D5821	INTERIM PARTIAL DENTURE MANDIBULAR, limited to 1 in any 12 consecutive months	\$105
D5850	TISSUE CONDITIONING, MAXILLARY	No Charge
D5851	TISSUE CONDITIONING, MANDIBULAR	No Charge
FIXED BRIDGES		
D6210	PONTIC - CAST HIGH NOBLE METAL	\$355
D6211	PONTIC-CAST PREDOM BASE METAL	\$225
D6212	PONTIC-CAST NOBLE METAL	\$295
D6240	PONTIC - PORCELAIN FUSED TO HIGH NOBLE METAL	\$355
D6241	PONTIC - PORCELAIN FUSED TO PREDOM BASE METAL	\$212.50
D6242	PONTIC - PORCELAIN FUSED TO NOBLE METAL	\$362.50
D6245	PONTIC - PORCELAIN / CERAMIC	\$355
D6250	PONTIC - RESIN WITH HIGH NOBLE METAL	\$295
D6251	PONTIC - RESIN WITH PREDOM BASE METAL	\$195
D6252	PONTIC - RESIN WITH NOBLE METAL	\$235
D6545	RETAINER CAST METAL FOR RESIN BONDED FIXED PROSTHESIS	\$175
D6600	BRIDGE RETAINER - INLAY, PORCELAIN, TWO SURFACES	\$305
D6601	BRIDGE RETAINER - INLAY, PORCELAIN, THREE OR MORE SURFACES	\$325
D6602	BRIDGE RETAINER - INLAY, CAST HIGH NOBLE METAL, TWO SURFACES	\$255
D6603	BRIDGE RETAINER - INLAY, CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	\$265
D6604	BRIDGE RETAINER - INLAY, CAST PREDOMINANTLY BASE METAL, TWO SURFACES	\$155
D6605	BRIDGE RETAINER - INLAY, CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	\$165
D6606	BRIDGE RETAINER - INLAY, CAST NOBLE METAL, TWO SURFACES	\$185
D6607	BRIDGE RETAINER - INLAY, CAST NOBLE METAL, THREE OR MORE SURFACES	\$195
D6608	BRIDGE RETAINER- ONLAY, PORCELAIN, TWO SURFACES	\$300
D6609	BRIDGE RETAINER - ONLAY, PORCELAIN, THREE OR MORE SURFACES	\$335
D6610	BRIDGE RETAINER - ONLAY, CAST HIGH NOBLE METAL, TWO SURFACES	\$260
D6611	BRIDGE RETAINER - ONLAY, CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	\$270
D6612	BRIDGE RETAINER - ONLAY, CAST PREDOMINANTLY BASE METAL, TWO SURFACES	\$160
D6613	BRIDGE RETAINER - ONLAY, CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	\$170
D6614	BRIDGE RETAINER - ONLAY, CAST NOBLE METAL, TWO SURFACES	\$190
D6615	BRIDGE RETAINER - ONLAY, CAST NOBLE METAL, THREE OR MORE SURFACES	\$200
D6720	CROWN-RESIN WITH HIGH NOBLE METAL	\$295
D6721	CROWN - RESIN WITH PREDOMINANTLY BASE METAL	\$195
D6722	CROWN-RESIN WITH NOBLE METAL BONY	\$235
D6740	BRIDGE RETAINER - CROWN, PORCELAIN	\$355
D6750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	\$355

D6751	CROWN - PORCELAIN FUSED TO PREDOM BASE METAL	\$212.50
D6752	CROWN - PORCELAIN FUSED TO NOBLE METAL	\$295
D6780	CROWN - 3/4 CAST HIGH NOBLE METAL	\$355
D6781	CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	\$255
D6782	CROWN - 3/4 CAST NOBLE METAL	\$295
D6783	CROWN - 3/4 PORCELAIN/CERAMIC	\$355
D6790	CROWN - FULL CAST HIGH NOBLE METAL	\$355
D6791	CROWN - FULL CAST PREDOMINANTLY BASE METAL	\$255
D6792	CROWN - FULL CAST NOBLE METAL	\$295
D6930	RECEMENT FIXED PARTIAL DENTURE	No Charge
D6940	STRESS BREAKER	\$25
D6980	FIXED PARTIAL DENTURE REPAIR	\$55
ORAL SURGERY		
D7111	CORONAL REMNANTS-DECIDUOUS TEETH	No Charge
D7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT	No Charge
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	No Charge
D7220	REMOVAL IMPACTED TOOTH-SOFT TISSUE	\$20
D7230	REMOVAL IMPACTED TOOTH-PARTIALLY BONY	\$45
D7240	REMOVAL IMPACTED TOOTH-COMpletely BONY	\$70
D7241	REMOVAL IMPACTED TOOTH-UNUSUAL COMPLICATIONS	\$115
D7250	SURGICAL REMOVAL RESIDUAL TOOTH ROOTS-CUTTING PROCEDURE	\$20
D7251	CORONECTOMY - INTENTIONAL PARTIAL TOOTH REMOVAL	\$115
D7270	TOOTH RE-IMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED TOOTH	\$110
D7280	EXPOSURE OF AN UNERUPTED TOOTH	\$10
D7282	MOBILIZATION OF ERUPTED OR MALPOSITIONED TOOTH	\$85
D7283	PLACEMENT OF DEVICE TO FAC. ERUP OF IMPACTED TOOTH	No Charge
D7286	BIOPSY OF ORAL TISSUE - SOFT	\$25
D7310	ALVEOLOPLASTY IN CONJUNCTION W EXTRAC-PER QUAD	\$25
D7311	ALVEOLOPLASTY IN CONJ. W/ EXTRACTIONS 1-3 TEETH OR TOOTH SPACES, PER QUAD	\$50
D7320	ALVEOLOPLASTY NO EXTRACT-PER QUAD	\$25
D7321	ALVEOLOPLASTY NOT IN CONJ. W/ EXTRACTIONS 1-3 TEETH OR TOOTH SPACES, PER QUAD	\$70
D7450	REMOVAL OF BENIGN ODONTOGENIC CYSTS OR TUMOR < 1.25 cm	No Charge
D7451	REMOVAL OF BENIGN ODONTOGENIC CYSTS / TUMOR > 1.25 cm	No Charge
D7471	REMOVAL OF LATERAL EXOSTOSIS - MAXILLA OR MANDIBLE	\$35
D7472	REMOVE TORUS PALATINUS	\$50
D7473	REMOVE TORUS MANDIBULARIS	\$50
D7510	INCISION AND DRAINAGE OF ABSCESS-INTRAORAL SOFT TISSUE	No Charge
D7961	Buccal/Labial Frenectomy (frenulectomy)	No Charge
D7962	Lingual Fenectomy (frenulectomy)	No Charge
D7970	EXCISION OF HYPER-PLASTIC TISSUE-PER ARCH	No Charge

D7971	EXCISION OF PERICORONAL GINGIVA	\$70
ORTHODONTICS		
PRE AND POST ORTHODONTIC RECORDS		
BENEFIT FOR PRE TREATMENT RECORDS INCLUDE:		\$200
D0210	INTRAORAL - COMPLETE SERIES OF RADIOGRAPHIC IMAGES	
D0322	TOMOGRAPHIC SURVEY	
D0330	PANORAMIC RADIOGRAPHIC IMAGE	
D0340	2D CEPHALOMETRIC RADIOGRAPHIC IMAGE	
D0350	2D ORAL/FACIAL PHOTOGRAPHIC IMAGE	
D0351	3D PHOTOGRAPHIC IMAGE	
D0470	DIAGNOSTIC CASTS	
BENEFIT FOR POST TREATMENT RECORDS INCLUDE: D0210 & D0470		\$70
D0210	INTRAORAL - COMP SERIES OF RADIOGRAPHIC IMAGES	
D0470	DIAGNOSTIC CASTS	
D8010	LTD ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	\$1,150
D8020	LTD ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION (CHILD OR ADOLESCENT TO AGE 19)	\$1,150
D8030	LTD ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION - UP TO AGE 19	\$1,150
D8040	LTD ORTHODONTIC TREATMENT OF THE ADULT DENTITION - ADULTS, INCLUDING COVERED DEPENDENT ADULT CHILDREN	\$1,350
D8050	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	\$1,150
D8060	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	\$1,150
D8070 / D8080	COMPREHENSIVE ORTHODONTIC TREATMENT (of the transitional/adolescent dentition - Children up to 19 years of age)	\$1,400
D8090	COMPREHENSIVE ORTHODONTIC TREATMENT (of the Adult Dentition)	\$1,950
D8660	PRE-ORTHODONTIC TREATMENT VISIT	No Charge
D8670	PERIODIC ORTHODONTIC TREATMENT VISIT	\$35
D8680	ORTHODONTIC RETENTION	\$275
D8681	REMOVABLE ORTHODONTIC RETAINER ADJUSTMENT	No Charge
D8698	RE-BONDING OR RE-CEMENTING (LTD TO 2 PER 6 Mo.) (Maxillary)	No Charge
D8699	RE-BONDING OR RE-CEMENTING (LTD TO 2 PER 6 Mo.) (Mandibular)	No Charge
D8999	TREATMENT PLAN	\$100
MISCELLANEOUS SERVICES		
D9110	PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN-MINOR PROCEDURE	No Charge
D9120	FIXED PARTIAL DENTURE SECTIONING	No Charge
D9210	LOCAL ANESTHESIA NOT IN CONJUNCTION WITH OPERATIVE OR SURGICAL PROCEDURES	No Charge
D9211	REGIONAL BLOCK ANESTHESIA	No Charge
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA	No Charge
D9215	LOCAL ANESTHESIA	No Charge
D9219	EVALUATION FOR DEEP SEDATION/GEN ANESTHESIA	No Charge
D9223	DEEP SEDATION/GEN ANESTHESIA EACH 15 MIN	\$80

D9230	ANALGESIA, ANXIOLYSIS, INHALATION OF NITROUS OXIDE	\$15
D9243	INTRAVENOUS (MODERATE) CONSCIOUS SEDATION/ANALGESIA - EACH 15 MINUTES	\$80
D9310	CONSULTATION DIAGNOSTIC SERVICE BY NON-TREATING PRACTITIONER	No Charge
D9311	CONSULTATION WITH MEDICAL HEALTHCARE PROFESSIONAL	No Charge
D9430	OFFICE VISIT DURING OFFICE HOURS	No Charge
D9440	OFFICE VISIT AFTER OFFICE HOURS	\$20
D9450	CASE PRESENTATION, DETAILED AND EXTENSIVE TREATMENT PLANNING	No Charge
D9630	OTHER DRUGS & OR MEDICAMENTS BY REPORT	No Charge
D9932 / D9933	CLEANING AND INSPECTION OF REMOVABLE COMPLETE DENTURE UPPER/LOWER	No Charge
D9934 / D9935	CLEANING AND INSPECTION OF REMOVABLE PARTIAL DENTURE UPPER/LOWER	No Charge
D9943	OCCLUSAL GUARD ADJUSTMENT	\$10
D9951	OCCLUSAL ADJUSTMENT-LIMITED	No Charge
D9952	OCCLUSAL ADJUSTMENT-COMPLETE	\$55
D9975	EXTERNAL BLEACHING FOR HOME APP PER ARCH	\$125
D9986	MISSED APPOINTMENT W/O 24 HR NOTICE	\$10
D9987	CANCELED APPOINTMENT W/O 24 HR NOTICE	\$10
D9991	DENTAL CASE MANAGEMENT - APPT COMPLIANCE BARRIERS	No Charge
D9992	DENTAL CASE MANAGEMENT - CARE COORDINATION	No Charge
D9995	Teledentistry - synchronous; real-time encounter	No Charge
D9996	Teledentistry - asynchronous; information stored and forwarded to dentist for subsequent review	No Charge
D9997	Dental case management - patients with special health care needs	No Charge

Appendix G – DPPO Plan – Standard Plan Benefits

ADA Codes	Procedure	PPO Providers	Premier and non-contracted Providers
ANNUAL DEDUCTIBLE			
	INDIVIDUAL	\$50 per person	\$50 per person
	FAMILY	3 times	3 times
	ANNUAL DEDUCTIBLE WAIVED FOR DIAGNOSTIC AND PREVENTIVE	Yes	Yes
	ANNUAL MAXIMUM	\$1,000	\$1,000
	ORTHODONTIA	Not Covered	Not Covered
	WAITING PERIOD	None	None
Type I			
D0120	PERIODIC ORAL EVALUATION - Child	100%	100%
D0150	COMPREHENSIVE ORAL EVALUATION	100%	100%
D1110 / 1120	PROPHYLAXIS	100% (Three times per calendar year)	100% (Three times per calendar year)
D1203	FLUORIDE TREATMENT (Children up to the age 19)	100% 2x per year	100% 2x per year
D1351	SEALANT - PER TOOTH	100% to Age 16	100% to Age 16
D0364	CONE BEAM CT CAPTURE AND INTERPRETATION WITH LIMITED FIELD OF VIEW - LESS THAN ONE WHOLE JAW	75%	75%
D0365	CONE BEAM CT CAPTURE AND INTERPRETATION WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MANDIBLE	75%	75%
D0366	CONE BEAM CT CAPTURE AND INTERPRETATION WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MAXILLA, WITH OR WITHOUT CRANIUM	75%	75%
D0367	CONE BEAM CT CAPTURE AND INTERPRETATION WITH FIELD OF VIEW OF BOTH JAWS, WITH OR WITHOUT CRANIUM	75%	75%
D0368	CONE BEAM CT CAPTURE AND INTERPRETATION FOR TMJ SERIES INCLUDING TWO OR MORE EXPOSURES	75%	75%
D0380	CONE BEAM CT IMAGE CAPTURE WITH LIMITED FIELD OF VIEW - LESS THAN ONE WHOLE JAW	75%	75%
D0381	CONE BEAM CT IMAGE CAPTURE WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MANDIBLE	75%	75%
D0382	CONE BEAM CT IMAGE CAPTURE WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MAXILLA, WITH OR WITHOUT CRANIUM	75%	75%

D0383	CONE BEAM CT IMAGE CAPTURE WITH FIELD OF VIEW OF BOTH JAWS, WITH OR WITHOUT CRANIUM	75%	75%
D0384	CONE BEAM CT IMAGE CAPTURE FOR TMJ SERIES INCLUDING TWO OR MORE EXPOSURES	75%	75%
D0431	ADJUNCTIVE PRE-DIAGNOSTIC TEST THAT AIDS IN DETECTION OF MUCOSAL ABNORMALITIES INCLUDING PREMALIGNANT AND MALIGNANT LESIONS, NOT TO INCLUDE CYTOLOGY OR BIOPSY PROCEDURES	100%	100%
D1510	SPACE MAINTAINERS	100% to Age 19	100% to Age 19
Type II			
D2330	RESIN - BASED COMPOSITE ONE SURFACE ANTERIOR	100%	75%
D2331	RESIN - BASED COMPOSITE TWO SURFACES ANTERIOR	100%	75%
D2332	RESIN - BASED COMPOSITE THREE SURFACES ANTERIOR	100%	75%
D2335	RESIN-BASED COMPOSITE FOUR OR MORE SURFACES ANTERIOR	100%	75%
D2390	RESIN - BASED COMPOSITE CROWN, ANTERIOR	100% 1 per tooth / 24 months	75% 1 per tooth / 24 months
D2394	RESIN - BASED COMPOSITE FOUR OR MORE SURFACES, POSTERIOR	100% 1 per tooth / 24 months	75% 1 per tooth / 24 months
D3310	ROOT CANAL THERAPY - ANTERIOR EXC FINAL RESTORATION	75%	75%
D3320	ROOT CANAL THERAPY - BICUSPID EXC FINAL RESTORATION	75%	75%
D3330	ROOT CANAL THERAPY - MOLAR EXC FINAL RESTORATION	75%	75%
D3410	APICOECTOMY/PERIADICULAR SURGERY - ANTERIOR	75%	75%
D4341	PERIODONTAL ROOT PLANING, 4+ CONTIGUOUS TEETH, PER QUAD	75%	75%
D4210	GINGIVECTOMY/GINGIVOPLASTY - 4+ TEETH, PER QUAD	75%	75%
D4910	PERIODONTAL MAINTENANCE	75%	75%
D7111	CORONAL REMNANTS-DECIDUOUS TEETH	75%	75%
D7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT	75%	75%
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	75%	75%

D9230	INHALATION OF NITROUS OXIDE/ANALGESIA, ANXIOLYSIS	75%	75%
TYPE III			
D2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY TOOTH	50%	50%
D2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	50%	50%
D2750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	50% 1 per tooth within a 5 year period - age 16+	50%
D2751	CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	50%	50%
D5110 / D5120	COMPLETE DENTURE - UPPER / LOWER	50%	50%
D5213 / 5214	UPPER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	50%	50%
D6103	BONE GRAFT FOR REPAIR OF PERI-IMPLANT DEFECT-DOES NOT INCLUDE FLAP ENTRY AND CLOSURE	60%	50%
D6104	BONE GRAFT AT TIME OF IMPLANT PLACEMENT	60%	50%
D6210	PONTIC - CAST HIGH NOBLE METAL	50%	50%
D6240	PONTIC - PORCELAIN FUSED TO HIGH NOBLE METAL	50%	50%
D6750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	50% 1 per tooth within a 5 year period - age 16+	50%
ORTHODONTICS			
D7880	TEMPOROMANDIBULAR APPLIANCE	Not Covered	Not Covered
D8010	EVALUATION	Not Covered	Not Covered
D8020	RECORDS	Not Covered	Not Covered
D8030	CHILDREN - NORMAL CLASS II	Not Covered	Not Covered
D8040	ADULT - NORMAL CLASS II	Not Covered	Not Covered
D8050	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	Not Covered	Not Covered
D8060	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	Not Covered	Not Covered
D8070	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	Not Covered	Not Covered
D8080	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION	Not Covered	Not Covered
D8090	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE ADULT DENTITION	Not Covered	Not Covered

D8660	PRE-ORTHODONTIC TREATMENT EXAMINATION TO MONITOR GROWTH AND DEVELOPMENT	Not Covered	Not Covered
D8670	PERIODIC ORTHODONTIC TREATMENT VISIT	Not Covered	Not Covered
D8680	ORTHODONTIC RETENTION (REMOVAL OF APPLIANCES, CONSTRUCTION AND PLACEMENT OF RETAINERS(S))	Not Covered	Not Covered
D8690	ORTHODONTIC TREATMENT (ALTERNATIVE BILLING TO A CONTRACT FEE)	Not Covered	Not Covered
D8999	UNSPECIFIC ORTHODONTIC PROCEDURE, BY REPORT	Not Covered	Not Covered

Appendix H – DPPO Plan – Enriched Plan Benefits

ADA Codes	Procedure	PPO Providers	Premier and Non Contracted Providers
ANNUAL DEDUCTIBLE			
	INDIVIDUAL	\$50 per person	\$50 per person
	FAMILY	3 times	3 times
	ANNUAL DEDUCTABLE WAIVED FOR DIAGNOSTIC AND PREVENTIVE	Yes	Yes
	ANNUAL MAXIMUM	\$2,250	\$2,250
	ORTHODONTIA	Covered	Covered
	WAITING PERIOD	None	None
Type I			
D0120	PERIODIC ORAL EVALUATION - Child	100%	100%
D0150	COMPREHENSIVE ORAL EVALUATION	100%	100%
D1110 / 1120	PROPHYLAXIS	100% (Three times per calendar year)	100% (Three times per calendar year)
D1203	FLUORIDE TREATMENT (Children up to the age 19)	100% 2x per year	100% 2x per year
D1351	SEALANT - PER TOOTH	100% to Age 16	100% to Age 16
D0364	CONE BEAM CT CAPTURE AND INTERPRETATION WITH LIMITED FIELD OF VIEW - LESS THAN ONE WHOLE JAW	75%	75%
D0365	CONE BEAM CT CAPTURE AND INTERPRETATION WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MANDIBLE	75%	75%
D0366	CONE BEAM CT CAPTURE AND INTERPRETATION WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MAXILLA, WITH OR WITHOUT CRANIUM	75%	75%
D0367	CONE BEAM CT CAPTURE AND INTERPRETATION WITH FIELD OF VIEW OF BOTH JAWS, WITH OR WITHOUT CRANIUM	75%	75%
D0368	CONE BEAM CT CAPTURE AND INTERPRETATION FOR TMJ SERIES INCLUDING TWO OR MORE EXPOSURES	75%	75%
D0380	CONE BEAM CT IMAGE CAPTURE WITH LIMITED FIELD OF VIEW - LESS THAN ONE WHOLE JAW	75%	75%
D0381	CONE BEAM CT IMAGE CAPTURE WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MANDIBLE	75%	75%
D0382	CONE BEAM CT IMAGE CAPTURE WITH FIELD OF VIEW OF ONE FULL DENTAL ARCH - MAXILLA, WITH OR WITHOUT CRANIUM	75%	75%
D0383	CONE BEAM CT IMAGE CAPTURE WITH FIELD OF VIEW OF BOTH JAWS, WITH OR WITHOUT CRANIUM	75%	75%

D0384	CONE BEAM CT IMAGE CAPTURE FOR TMJ SERIES INCLUDING TWO OR MORE EXPOSURES	75%	75%
D0431	ADJUNCTIVE PRE-DIAGNOSTIC TEST THAT AIDS IN DETECTION OF MUCOSAL ABNORMALITIES INCLUDING PREMALIGNANT AND MALIGNANT LESIONS, NOT TO INCLUDE CYTOLOGY OR BIOPSY PROCEDURES	100%	100%
D1510	SPACE MAINTAINERS	100% to Age 19	100% to Age 19
Type II			
D2330	RESIN - BASED COMPOSITE ONE SURFACE ANTERIOR	100%	75%
D2331	RESIN - BASED COMPOSITE TWO SURFACES ANTERIOR	100%	75%
D2332	RESIN - BASED COMPOSITE THREE SURFACES ANTERIOR	100%	75%
D2335	RESIN-BASED COMPOSITE FOUR OR MORE SURFACES ANTERIOR	100%	75%
D2390	RESIN - BASED COMPOSITE CROWN, ANTERIOR	100% 1 per tooth / 24 months	75% 1 per tooth / 24 months
D2394	RESIN - BASED COMPOSITE FOUR OR MORE SURFACES, POSTERIOR	100% 1 per tooth / 24 months	75% 1 per tooth / 24 months
D3310	ROOT CANAL THERAPY - ANTERIOR EXC FINAL RESTORATION	75%	75%
D3320	ROOT CANAL THERAPY - BICUSPID EXC FINAL RESTORATION	75%	75%
D3330	ROOT CANAL THERAPY - MOLAR EXC FINAL RESTORATION	75%	75%
D3410	APICOECTOMY/PERIADICULAR SURGERY - ANTERIOR	75%	75%
D4341	PERIODONTAL ROOT PLANING, 4+ CONTIGUOUS TEETH, PER QUAD	75%	75%
D4210	GINGIVECTOMY/GINGIVOPLASTY - 4+ TEETH, PER QUAD	75%	75%
D4910	PERIODONTAL MAINTENANCE	75%	75%
D7111	CORONAL REMNANTS-DECIDUOUS TEETH	75%	75%
D7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT	75%	75%
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH	75%	75%
D9230	INHALATION OF NITROUS OXIDE/ANALGESIA, ANXIOLYSIS	75%	75%
TYPE III			
D2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY TOOTH	50%	50%

D2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	50%	50%
D2750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	50% 1 per tooth within a 5 year period - age 16+	50%
D2751	CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	50%	50%
D5110 / D5120	COMPLETE DENTURE - UPPER / LOWER	50%	50%
D5213 / 5214	UPPER PARTIAL-CAST METAL RESIN BASE W/CONV CLASPS	50%	50%
D6010	SURGICAL PLACEMENT OF IMPLANT BODY: ENDOSTEAL IMPLANT	60%	50%
D6103	BONE GRAFT FOR REPAIR OF PERI- IMPLANT DEFECT-DOES NOT INCLUDE FLAP ENTRY AND CLOSURE	60%	50%
D6104	BONE GRAFT AT TIME OF IMPLANT PLACEMENT	60%	50%
D6013	SURGICAL PLACEMENT OF MINI IMPLANT	60%	50%
D6040	SURGICAL PLACEMENT: EPOSTEAL IMPLANT	60%	50%
D6050	SURGICAL PLACEMENT: TRANSOSTEAL IMPLANT	60%	50%
D6055	CONNECTING BAR – IMPLANT SUPPORTED OR ABUTMENT SUPPORTED	60%	50%
D6056	PREFABRICATED ABUTMENT – INCLUDES MODIFICATION AND PLACEMENT	60%	50%
D6057	CUSTOM FABRICATED ABUTMENT – INCLUDES PLACEMENT	60%	50%
D6058	ABUTMENT SUPPORTED PORCELAIN/CERAMIC CROWN	60%	50%
D6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL)	60%	50%
D6060	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (PREDOMINANTLY BASE METAL)	60%	50%
D6061	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (NOBLE METAL)	60%	50%
D6062	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)	60%	50%
D6063	ABUTMENT SUPPORTED CAST METAL CROWN (PREDOMINANTLY BASE METAL)	60%	50%
D6064	ABUTMENT SUPPORTED CAST METAL CROWN (NOBLE METAL)	60%	50%

D6065	IMPLANT SUPPORTED PORCELAIN/CERAMIC CROWN	60%	50%
D6066	IMPLANT SUPPORTED PORCELAIN FUSED TO METAL CROWN (TITANIUM, TITANIUM ALLOY, HIGH NOBLE METAL)	60%	50%
D6067	IMPLANT SUPPORTED METAL CROWN (TITANIUM, TITANIUM ALLOY, HIGH NOBLE METAL)	60%	50%
D6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN/CERAMIC FPD	60%	50%
D6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (HIGH NOBLE METAL)	60%	50%
D6070	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (PREDOMINANTLY BASE METAL)	60%	50%
D6071	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (NOBLE METAL)	60%	50%
D6072	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (HIGH NOBLE METAL)	60%	50%
D6073	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (PREDOMINANTLY BASE METAL)	60%	50%
D6074	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (NOBLE METAL)	60%	50%
D6075	IMPLANT SUPPORTED RETAINER FOR CERAMIC FPD	60%	50%
D6076	IMPLANT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (TITANIUM, TITANIUM ALLOY, OR HIGH NOBLE METAL)	60%	50%
D6077	IMPLANT SUPPORTED RETAINER FOR CAST METAL FPD (TITANIUM, TITANIUM ALLOY, OR HIGH NOBLE METAL)	60%	50%
D6080	IMPLANT MAINTENANCE PROCEDURES WHEN PROSTHESES ARE REMOVED AND REINSERTED, INCLUDING CLEANSING OF PROSTHESES AND ABUTMENTS	60%	50%
D6090	REPAIR IMPLANT SUPPORTED PROSTHESIS, BY REPORT	60%	50%
D6091	REPLACEMENT OF SEMI-PRECISION OR PRECISION ATTACHMENT (MALE OR FEMALE COMPONENT) OF IMPLANT/ABUTMENT SUPPORTED PROSTHESIS, PER ATTACHMENT	60%	50%

D6092	RECEMENT OR RE-BOND IMPLANT/ABUTMENT SUPPORTED CROWN	60%	50%
D6093	RECEMENT OR RE-BOND IMPLANT/ABUTMENT SUPPORTED FIXED PARTIAL DENTURE	60%	50%
D6094	ABUTMENT SUPPORTED CROWN - (TITANIUM)	60%	50%
D6095	REPAIR IMPLANT ABUTMENT, BY REPORT	60%	50%
D6100	IMPLANT REMOVAL, BY REPORT	60%	50%
D6101	DEBRIDEMENT OF A PERI-IMPLANT DEFECT OR DEFECTS SURROUNDING A SINGLE IMPLANT AND SURFACE CLEANING OF EXPOSED IMPLANT SURFACES, INCLUDING FLAP ENTRY AND CLOSURE	60%	50%
D6102	DEBRIDEMENT AND OSSEOUS CONTOURING OF A PERI-IMPLANT DEFECT; OR DEFECTS SURROUNDING A SINGLE IMPLANT AND INCLUDES SURFACE CLEANING OF EXPOSED IMPLANT SURFACES INCLUDING FLAP ENTRY AND CLOSURE	60%	50%
D6190	RADIOGRAPHIC/SURGICAL IMPLANT INDEX, BY REPORT	60%	50%
D6194	ABUTMENT SUPPORTED RETAINER CROWN FOR FPD - (TITANIUM)	60%	50%
D6210	PONTIC - CAST HIGH NOBLE METAL	50%	50%
D6240	PONTIC - PORCELAIN FUSED TO HIGH NOBLE METAL	50%	50%
D6750	CROWN - PORCELAIN FUSED TO HIGH NOBLE METAL	50% 1 per tooth within a 5 year period - age 16+	50%
D7880	TEMPOROMANDIBULAR APPLIANCE	50%	50%
ORTHODONTICS			
D8010	EVALUATION	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8020	RECORDS	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8030	CHILDREN - NORMAL CLASS II	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8040	ADULT - NORMAL CLASS II	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum

D8050	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8060	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8070	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8080	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8090	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE ADULT DENTITION	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8660	PRE-ORTHODONTIC TREATMENT EXAMINATION TO MONITOR GROWTH AND DEVELOPMENT	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8670	PERIODIC ORTHODONTIC TREATMENT VISIT	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8680	ORTHODONTIC RETENTION (REMOVAL OF APPLIANCES, CONSTRUCTION AND PLACEMENT OF RETAINERS(S))	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8690	ORTHODONTIC TREATMENT (ALTERNATIVE BILLING TO A CONTRACT FEE)	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum
D8999	UNSPECIFIC ORTHODONTIC PROCEDURE, BY REPORT	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum	Adults & Children covered at 50% after one-time deductible of \$50 per person. \$1,300 Lifetime Maximum

Covered services included in the D&P Waiver are: all the cleaning, x-ray, evaluation, sealant and fluoride treatments that are covered in the diagnostic and preventive categories. If the plan will pay for them, then their costs are waived and won't impact the member's annual maximum benefit.