

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

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CLAUDIA SIMMONS
Purchasing Manager

CERTIFICATION OF CONTRACT

TITLE: Self-Insured Group Dental Benefits

CONTRACT NO.: PD 02-03.061

AWARD DATE: July 23, 2009

EFFECTIVE DATE: October 1, 2009- September 30, 2012

AWARD: Renewing Contract for three years in accordance with the current terms and conditions with no price increase in administrative service fees or benefits. Approve increasing dental insurance premiums by \$5 for all low option coverage and \$10 for high option coverage. Approve Amendment #2 to the Dental Administration Services Contract between Delta Dental Insurance Co. and Escambia County, which add a Diagnostic and Preventative Waiver to the County's coverage with no additional Administrative Services Contract fee of suggested funding rates. (Attached)

STATUS: (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)

CONTRACTOR (S): Delta Dental Insurance Company

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, Phone: (850) 595-4878, Fax: (850) 595-4807, SUNCOM: (850) 695-4878, e-mail: joe_pillitary@co.escambia.fl.us

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on July 23, 2009 a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Service/Commodity as described within the solicitation. Therefore, in compliance with County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81 , all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60. Purchases shall be at the prices indicated, exclusive of all Federal, State and local tax. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

AMENDMENT #2 TO THE DENTAL ADMINISTRATION SERVICES CONTRACT BETWEEN DELTA DENTAL INSURANCE COMPANY AND ESCAMBIA COUNTY, FLORIDA FOR THE PROVISION OF CERTAIN SERVICES TO ESCAMBIA COUNTY FOR THE COUNTY'S EMPLOYEES' DENTAL BENEFIT PLAN (PD 02-03.61)

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT (PD 02-03.61), by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32597-1591 (hereinafter referred to as "Employer") and Delta Dental Insurance Company, a for-profit corporation, authorized to transact business in the State of Florida, whose Federal Tax Identification Number is 94-2761537 and address is 258 Southhall Lane, Suite 350, Maitland, Florida 32751 (hereinafter referred to as "Delta Dental").

WITNESSETH:

WHEREAS, the Parties have agreed to revise certain duties relating to the performance of this Agreement, which now necessitates certain amendments to the Dental Administration Services Contract.

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

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. That the Agreement between the Employer and Delta Dental (PD 02-03.61), which was approved by the Board of County Commissioners and amended by Amendment #1 executed on July 13, 2004, is hereby amended as follows:

A. All references to UCR are CHANGED to MPA throughout this Contract.

B. The last sentence under 2.01(a) is AMENDED to read as follows:

All written proof of loss must be given to Delta Dental within six (6) months of the termination of the Contract.

C. The following is ADDED to Section 3.01, DUTIES OF EMPLOYER:

Contractholder will notify Delta Dental in writing of any request for Premium adjustments for Enrollees who should have been

terminated in the event Delta Dental was not previously notified of the termination(s). Said termination date will be adjusted retroactively to the immediately preceding three (3) months plus the current month, provided:

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

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

D. The following changes are made to Appendices B and Appendices C:

1. The definition of UCR "Usual, Customary and Reasonable" is DELETED and REPLACED with the definition of Maximum Plan Allowance as follows:

Maximum Plan Allowance (MPA) – the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental establishes the MPA for each procedure through a review of proprietary filed fee data and actual submitted claims. MPAs are set annually to reflect charges based on actual submitted claims from providers in the same geographical area with similar professional standing. The MPA may vary by the type of network Dentist.

2. The definition of Contract Allowance is DELETED and REPLACED to read as follows:

Contract Allowance – the maximum amount Delta Dental will use for calculating Benefits for a Single Procedure. The Contract Allowance for services provided:

- by Delta Dental PPOSM Dentists is the lesser of the Dentist's submitted fee, the Delta Dental PPO Dentist's Fee or the Dentist's filed fee with Delta Dental in the Participating Dentist Agreement;
- by Delta Dental Premier[®] Dentist (who are not PPO Dentists) is the lesser of the Dentist's submitted fee, the Dentist's filed fee with Delta Dental in the Participating Dentist Agreement or the Maximum Plan allowance; or
- by Non-Delta Dentists is the lesser of the Dentist's submitted fee or the Maximum Plan Allowance.

3. Under the section BENEFITS, LIMITATIONS & EXCLUSIIONS, the first paragraph is DELETED and REPLACED as follows:

Delta Dental will pay the Benefits for the type of dental services as described below. Delta Dental will pay Benefits only for covered services. These services must be provided by a Dentist and must be necessary and customary under generally accepted dental practice standards. Delta Dental may use dental consultants to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices. If you receive services from a Dentist outside the state of Florida, the Dentist will be reimbursed according to Delta Dental's network payment provisions for said state according to the terms of the Contract.

If a comprehensive dental procedure includes component or interim procedures that are performed in conjunction with the comprehensive procedure, the component or interim procedures are considered to be part of the comprehensive procedure for purposes of determining the benefit payable under this Contract. If the Dentist bills separately for the comprehensive procedure and each of its component or interim parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the comprehensive procedure.

4. The following is ADDED after Orthodontic Benefits:

Note on additional benefits during pregnancy – When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each 12 month period while the Enrollee is covered under this Contract include: one (1) additional oral exam and either one (1) additional routine cleaning or one (1) additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.

5. The first and the 3rd bulleted items under Limitations on Diagnostic & Preventative Benefits is AMENDED as follow:

- Routing oral examination and cleanings (including periodontal cleanings) are provided no more than twice in any 12 month period while the person is an Enrollee under any Delta Dental program or dental care program provided by the Contractholder. Note that periodontal cleanings are covered as a Basic Benefit and routine cleanings are covered as a Diagnostic and Preventative Benefit. See note on additional benefits during

pregnancy.

- Bitewing x-rays are provided once each 12 months for Primary Enrollees and their spouses and twice in a 12 month period for Dependent Child Enrollees.
6. The section Limitation on Sealant Benefits is DELETED and REPLACED with Limitation on Basic Benefits as follows:

Limitation on Basic Benefits:

- Sealants are limited as follows:
 - (1) to permanent first molars through age eight (8) and to permanent second molars through age 15 if they are without cavities or restorations on the occlusal surface.
 - (2) Sealants do not include repair or replacement of a sealant on any tooth within two (2) years of its application.
- Delta Dental will not pay to replace an amalgam, synthetic porcelain or plastic fillings or prefabricated stainless steel restoration within 24 months of treatment if the service is provided by the same Dentist.
- Delta Dental limits payment for stainless steel crowns under this section to services on baby teeth. However, after consultant's review, Delta Dental may allow stainless steel crowns on permanent teeth as a Major Benefit.
- Benefits for periodontal scaling and root planning in the same quadrant are limited to once in every 24-month period. See not on additional benefits during pregnancy.

7. The last sentence Written Notice of Claim/Proof of Loss is AMENDED to read as follows:
All written proof of loss must be given to Delta Dental within six (6) months of the termination of the Contract.

E. Enrollee benefits are expanded to include the addition of the diagnostic and preventative maximum waiver option at no impact to the administrative services contract (ASC) fee or suggested funding rates.

3. That the Parties hereby agree that all other provisions of the Agreement (PD 02-03.61), and Amendment #1 executed on July 13, 2004, that are not in conflict with the provisions of Amendment #2 shall remain in full force and effect.
4. That the effective date of this second Amendment shall be on the date last executed by the Parties hereto.

5. That this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter, which is the subject of the Agreement, shall be in Escambia County, Florida

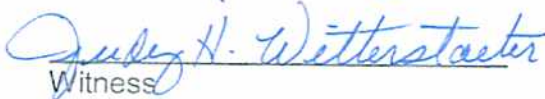
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its duly authorized County Administrator and Delta Dental Insurance County, Inc. signing by its duly authorized President.

EMPLOYER:

ESCAMBIA COUNTY, FLORIDA, political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

By: 
Robert R. McLaughlin


Witness

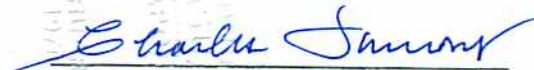

Witness

CONTRACTOR:

DELTA DENTAL INSURANCE COMPANY, a for-profit Corporation authorized to do business in the State of Florida.

By: 
Anthony Barth, President

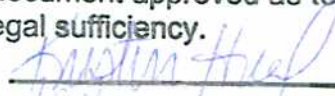
ATTEST:


Assistant Secretary

(Corporate Seal)

BCC Approved: July 23, 2009

This document approved as to form and legal sufficiency.

By: 
Title: President
Date: 7/19/09

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
57 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607

RECEIVED
JAN 10 1964
DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO

TO: DIRECTOR
FROM: [Illegible]
SUBJECT: [Illegible]

RE: [Illegible]

