

Solicitation 195-10140
Group Dental Plans for Fire Fighters



City of Fort Lauderdale

Bid 195-10140

Group Dental Plans for Fire Fighters

Bid Number 195-10140
Bid Title Group Dental Plans for Fire Fighters

Bid Start Date Sep 19, 2008 3:39:28 PM EDT
Bid End Date Oct 15, 2008 2:00:00 PM EDT
Question &
Answer End Sep 30, 2008 5:00:00 PM EDT
Date

Bid Contact Michael F Walker
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Description

The City of Fort Lauderdale is issuing this Request-for-Proposal for group dental coverage for its active and retired Fire Fighters. Pursuant to Florida State Statute 624-1275, licensed insurance agents may submit reinsurance proposals only as specified in his RFP for consideration. Agents proposing must fully disclose all additional commissions and/or bonus arrangements that are included in the proposed rates. In addition, a list of services as well as the agent's resume and references must also be included.

The proposal covers either an insured or a self-insured, group dental PPO plan for participants in the Greater Fort Lauderdale area with a few retirees living throughout the country.

It is requested that proposals include costs based on both an insured and a self-insured basis.

The City has approximately 460 full-time Fire Fighters eligible for these dental benefits. Approximately 433 Fire Fighters are currently covered under a self-funded dental plan from Guardian that has been in effect for the past 10 years as either an insured or self-insured program.

- 346 active Fire Fighters
- 87 retirees

The remaining 1,500 Citywide employees are covered by fully-insured DHMO and PPO plans from Safeguard/MetLife.

A joint Open Enrollment period (Nov. 17 - Dec. 12) during which citywide announcements would be made to eligible employees and individual benefit enrollment sessions conducted by trained benefit reps at employee worksites.

The City will provide participants with plan explanations through printed and internet access. The carrier will be responsible for \$2,000 in reimbursements to the City for these annual costs associated with these materials. The first annual payment of \$2,000 is due 30 days after being awarded the contract. Subsequent annual payments are due by November 1st of each year, in conjunction with open enrollment each year. Checks should be made out to:

City of Fort Lauderdale
Procurement Services Department, Rm. 619
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

CONTRACT PERIOD:

The initial contract term shall commence on January 1, 2009 and shall be for a THREE (3) YEAR period with the right to extend the contract for up TWO (2), one-year renewals, subject to mutual approval and acceptance by the City and Contractor, providing all terms, conditions and specifications remain the same, both parties agree to the extension,

and such extension is approved by the City. The City is interested in establishing a long-term relationship and will consider equitable price proposals that contain guaranteed multi-year terms, where such pricing is shown to be in the City's best interests.

CONTRACT COST ADJUSTMENTS:

The costs as proposed and accepted by the City shall be firm for a minimum of one year from the initial contract start date. The costs for the second and third years of the initial three-year contract period is desired to be the same as the first year, as reflected on page 42(see Section 9, Proposed Costs). The two subsequent renewal years shall be subject to mutually agreed upon pricing. Any requested cost adjustment for the two, one-year renewals periods shall be submitted to the City at least NINETY (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

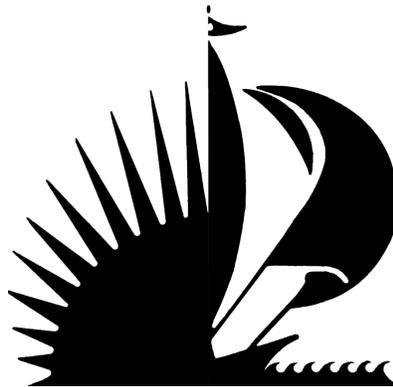
The City may, after examination, refuse to accept the adjusted costs if, they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

Request for Proposal

195-10140

GROUP DENTAL PLANS FOR FIRE FIGHTERS

***Opens: October 15, 2008
2:00 p.m. EST***



City of Fort Lauderdale

***Issued for Finance Department
by the Procurement Services Department***

**Michael F. Walker, CPPB, A.P.P., FCPM, FCPA
(954) 828-5677**

E-mail: mwalker@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5933

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1. INTRODUCTION

1.1 Overview

The City of Fort Lauderdale is issuing this Request-for-Proposal for group dental coverage for its active and retired Fire Fighters. Pursuant to Florida State Statute 624-1275, licensed insurance agents may submit reinsurance proposals only as specified in his RFP for consideration. Agents proposing must fully disclose all additional commissions and/or bonus arrangements that are included in the proposed rates. In addition, a list of services as well as the agent's resume and references must also be included.

The proposal covers either an insured or a self-insured, group dental PPO plan for participants in the Greater Fort Lauderdale area with a few retirees living throughout the country. **While no broker or agent involvement is requested or desired, proposals will be accepted per Florida State Statute 624-1275. Effected proposer must provide full disclosure as well as resume of agent and services to be rendered.**

It is requested that proposals include costs based on both an insured and a self-insured basis.

The City has approximately 460 full-time Fire Fighters eligible for these dental benefits. Approximately 433 Fire Fighters are currently covered under a self-funded dental plan from Guardian that has been in effect for the past 10 years as either an insured or self-insured program.

- 346 active Fire Fighters
- 87 retirees

The remaining 1,500 Citywide employees are covered by fully-insured DHMO and PPO plans from Safeguard/MetLife.

A joint Open Enrollment period anticipated from (Nov. 17 – Dec. 12) during which citywide announcements would be made to eligible employees and individual benefit enrollment sessions conducted by trained benefit reps at employee worksites.

1.2 Objectives & Scope of the Proposal

1. Provide the City with quality administrative services for its group dental plan at the lowest possible cost.
2. Provide participants with quality services that closely matches or improves the coverage's that they currently have with the highest possible discounts. Incentives for network utilization should include low costs, no balance billing and no claim filing.
3. Provide participants with convenient access to the largest possible network of quality providers – hopefully with a high match to current providers.

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1.3 CONTRACT PERIOD:

The initial contract term shall commence on January 1, 2009 and shall be for a THREE (3) YEAR period with the right to extend the contract for up TWO (2), one-year renewals, subject to mutual approval and acceptance by the City and Contractor, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The City is interested in establishing a long-term relationship and will consider equitable price proposals that contain guaranteed multi-year terms, where such pricing is shown to be in the City's best interests.

1.4 CONTRACT COST ADJUSTMENTS:

The costs as proposed and accepted by the City shall be firm for a minimum of one year from the initial contract start date. The costs for the second and third years of the initial three-year contract period **is desired to be the same as the first year, as reflected on Page 42** (see Section 9, Proposed Costs). The two subsequent renewal years shall be subject to mutually agreed upon pricing. Any requested cost adjustment for the two, one-year renewals periods shall be submitted to the City at least NINETY (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if, they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

1.5 RFP Schedule

There will not be a formal pre-bid conference but you are encouraged to submit clarificational questions to Mike Walker, Procurement and Contracts Manager by e-mail to mwalker@fortlauderdale.com, or contact him at 954-828-5677. Answers to these questions will be shared with all participating bidders.

It is preferred that all questions be submitted via our third-party software provider at www.bidsync.com formally (www.rfpdepot.com) Questions of a material nature must be received prior to the cut-off date specified in this solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of Bidsync site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. The entire proposal should be submitted in accordance with all specifications contained in this solicitation.

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RFP SCHEDULE

<u>DATES</u>	<u>EVENT</u>
September, 19, 2008	Issue RFP
September, 30, 2008 –5:00 PM	Last Date for Receipt of Questions
October 3, 2008	Addendum, if required
October 15, 2008	Proposal Opening Date at 2:00 PM EST
October 22, 2008 (Estimated)	Evaluation Committee Review of Proposals and Possible Short-listing of Vendors
October 29, 2008 (Estimated)	Oral Presentations – If required
November 5, 2008 (Estimated)	Anticipated City Commission Approval or Award
November 17, 2008 (Estimated)	Open Enrollment Begins
December 12, 2008 (Estimated)	Open Enrollment Ends
January 1, 2009	Effective Date of Benefits

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1.6 Plan Design

Under the existing plan Fire Fighters can choose network (discounted rates) or non-network dentists. Dentists are to use standard procedure codes in order to provide participants with a predetermination of the cost prior to the service.

Annual Max per year	\$1,500 per person per year max for non-orthodontia
Preventative Services - exam, cleanings, fluoride, x-rays, sealants	100% no deductible
General Services - fillings, periodontic, endodontics	80% after \$100 deductible
Major Services - crowns, bridges, dentures	50% after \$100 deductible
Orthodontia - up to 24 month treatment - children or adults	50% after \$100 deductible with \$1,500 lifetime max

Existing Employee Coverages

The current dental coverages and premiums are currently built into the medical plan. However, in the future we will want to split them out and allow employees to make separate choices for the their medical and dental.

Dental Plan Coverages

Employee Only
Employee & Spouse
Employee & Child(ren)
Employee & Spouse & Child(ren)

2. VENDOR RESPONSE/CONTACT WITH THE CITY

2.1 Number of Copies

Proposers should submit **an original and SEVEN copies** of a written proposal, which provides the required information. One (1) proposal with original signatures and seven photocopies of the proposal are acceptable. The original proposal and copies should be submitted in 3-ring binders or equivalent binders.

2.2 Organization of Proposals

Proposals must be organized as described in Section 4 of this RFP.

2.3 Proposal Submission Instructions

Proposals must be received in the Procurement Services Department, Rm. 619, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 prior to 2 p.m. on October 15, 2008. Bids received after 2 p.m. on October 15, 2008 will be returned to the vendor unopened. The time will be based on the time kept in the Procurement Services Department. Copies of proposals shall not be submitted

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to any other office or department whatsoever at the City. Proposals will be opened at 2:00 PM.

2.4 Contact with City

Questions concerning this Request for Proposal shall be directed to Mike Walker, Procurement Manager, at 954-828-5677. Contacting any other personnel may result in vendor disqualification. The Procurement Services Department will determine whether an addendum should be issued as a result of any questions or other matters raised. If issued, the addendum will be incorporated into the RFP and will become part of the contract document.

2.5 Last Date to Submit Questions or Request Information

The last date for proposers to submit written questions relative to this RFP or to request information will be **September 30, 2008**. Questions must be received in the Procurement Services Department by 5:00 PM and must be submitted in writing by e-mail to Mike Walker, Procurement and Contracts Manager at mwalker@fortlauderdale.gov or preferred through the questions and answer section of bidsync formally (rfpdepot) at www.bidsync.com

3. EVALUATION/REJECTION OF PROPOSALS

3.1 Selection Process

An Evaluation Committee will review the proposals and recommend no more than one for final selection. The recommendations of the Evaluation Committee are based on an evaluation of proposals submitted. The award will be made to the proposer who, in the opinion of the Evaluation Committee, best meets the selection criteria as outlined in Section 3.2.

Prior to award, proposer may be asked to meet with the Evaluation Committee for the purpose of clarifying or expanding upon any information contained in their proposal.

The City reserves the right to accept any proposal deemed to be in the best interest of the City, to waive any informality in any proposal, and to reject any and all proposals.

3.2 Selection Criteria

In the evaluation of the responses to this RFP and in making a recommendation for award, the Evaluation Committee will consider a number of factors. These factors will include, but may not be limited to, the criteria as listed in this section. Information submitted in response to this RFP as well as information obtained from references and/or interviews with the firms (if required) will be used during the evaluation process.

Under each criteria is listed the section of the response and other sources that may be used to evaluate the criteria. This in no way limits the information that may be used to evaluate each criteria; it merely serves as a guide.

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Evaluation Criteria	Points
A. Size, accessibility, adequacy, and quality of PPO provider networks in Broward, Miami-Dade, and Palm Beach Counties. Section 9, Network Forms Section 8, Interrogatories	25
B. The benefits being proposed as well as the ability of the proposer to provide and administer the requested plan benefits and provisions. Benefit Descriptions References	25
C. The cost as measured by the administrative fees, provider discounts and multi-year rate guarantees. Section 9, Rates & Fees	25
D. The satisfaction level of existing employer clients, members and network providers. References	25
TOTAL POINTS	100

3.3 Rejection of Proposals

The City may, at its sole and absolute discretion, reject any and all proposals; readvertise this RFP; postpone or cancel this RFP process at any time; or waive any irregularities in the RFP or in the proposals received as a result of this RFP. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made, as a result of this RFP, shall be at the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services described in the RFP. The submittal of a proposal will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

3.4 Withdrawal of Proposals

Should the proposer desire to change or withdraw the proposal they shall do so in writing. This communication is to be received by the Procurement and Materials Management Division, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, prior to the date and hour of the proposal opening. The proposer's name and the proposal number must appear on the envelope.

3.5 Contract Requirement

The successful proposer will be required to sign a contract, the terms of which are acceptable to the City. A contract will be prepared with the successful proposer based on the terms, conditions and services described in the RFP and the proposers response.

3.6 Public Record

All information provided in response to this RFP will become public record after a recommendation for award is posted. The proposer acknowledges that all information submitted with the response to this RFP is part of the public domain as defined by the State of Florida Sunshine and Public Records laws.

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4. REQUIRED INFORMATION AND INSTRUCTIONS

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. The emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposer follow the format and instructions.

Proposers must organize their proposals as follows:

- Proposal Cover Sheet (cover letter optional)
- I Benefits
- II Proposed Premium Information
- III Network Forms
- IV Responses to Interrogatories
- V Deviations to Specifications
- VI References
- VII Required Forms

4.1 Cover Sheet

Proposers should completely fill in all information requested on the PROPOSAL FORM provided in Section 9, Required Forms. Use this sheet as the first page of your proposal. A cover letter may be included after the cover sheet.

4.2 Proposer's Identification & Proposer's Warranty

These forms, which can be found in Section 9 of this RFP, should be included in Section VII of your proposal.

4.3 Benefit Plans

Proposers should provide complete benefit descriptions of the plans being proposed. These descriptions must include all exclusions and limitations. These descriptions should be labeled Response to Section 4.3 and placed in Section I of the proposal.

4.4 Rate and Premium Forms

Proposers should complete the premium forms provided in Section 9 of this RFP. These forms should be placed in Section II of the proposal.

4.5 Network Forms

Proposers should complete the network forms provided in Section 9 of this RFP. These completed forms should be placed in Section III of the proposal.

4.6 Interrogatories

Proposers should respond the interrogatories contained in Section 8 of this RFP. These responses must be placed in Section IV of the proposal.

4.7 Deviations from RFP

Proposers should provide a list of any deviations to the general provisions and requested benefits outlined in this RFP. If there are no deviations, a statement to this effect must be provided. This information should be placed in Section V of the proposal.

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4.8 Grievance and Appeal Procedures

Proposers should provide a description of the grievance and appeal procedure. Label this information Response to 4.8 and include in Section VII of your proposal.

4.9 Audited Financial Statement

Proposers should furnish their most recent independently audited financial statement. Label this information Response to 4.9 and include in Section VII of your proposal.

4.10 Annual Report

Proposers should provide a 2007 Annual Report. Label this information Response to 4.10 and include in Section VII of your proposal.

4.11 Proof of Incorporation

Proposers should furnish proof of State of Incorporation and State in which licensed. Label this information Response to 4.11 and include in Section VII of your proposal.

4.12 Authorization to Provide Services

Proposers should provide certification from the appropriate State offices that your company is authorized to provide the services contained within your proposal. Label this information Response to 4.12 and include in Section VII of your proposal.

4.13 References

Proposers should provide a list of group clients including municipalities with more than 500 covered employees. Also include names of persons and phone numbers who may be contacted for references. A form has been provided in Section 9 of this RFP. This completed form should be placed in Section VI of your proposal.

4.14 Proposing Company History

Proposers should indicate number of years the company has offered group dental plans. Label this information Response to 4.14 and include in Section VII of your proposal.

4.15 Minimum Qualifications

Proposers should provide documentation of minimum qualification as stated in Section 5. Label this information Response to 4.15 and include in Section VII of your proposal.

4.16 Sample Contracts

Proposers should include samples of any and all contracts which would be executed by the City under the proposed plans. Label this information Response to 4.16 and include in Section VII of your proposal.

4.17 Sample Administration Forms

Proposers should include a sample identification card, claims forms, and explanation of benefits forms. The City has its own enrollment form which we will coordinate with your requirements. Label this information Response to 4.17 and include in Section VII of the proposal.

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4.18 Commissions

Any commissions included in the submitted proposals must be fully disclosed. While no broker or agent involvement is requested or desired, proposals will be accepted per Florida State Statute 624-1275. Effected proposer must provide full disclosure as well as resume of agent and services to be rendered. Label this statement Response to 4.18 and include it in Section VII of the proposal.

4.19 Failure to Provide

Failure to provide the requested information may result in the proposal being rejected.

4.20 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list. As per State of Florida Statute 287.133 (2) (a). No form required.

5. MINIMUM QUALIFICATIONS OF PROPOSER

In order to be considered, a Proposer must, as of the proposal return date specified in this RFP and throughout the duration of its program, meet the following applicable minimum qualifications. Proposer should provide documentation of existing qualifications in Section VII of the proposal.

Insurance Company and PPO Dental Plan

- Licensed by the State of Florida Department of Insurance to provide the goods and services requested in the RFP; and
- Hold an A.M. Best rating of "A" or better and a financial size category of IV or higher or hold an A.M. Best financial performance rating of "6" or better for those insurers with a letter rating of NA-2 or NA-3 and a financial size category of IV or higher.

6. BENEFIT PLAN SPECIFICATIONS

6.1 Current Group PPO Plan

SCHEDULE OF INSURANCE

This schedule shows the benefits, amounts of insurance, waiting periods and maximum amounts which apply to coverages for which you are insured under the Group Plan. The subsequent pages of this Certificate describe the benefits and general provisions of your plan of insurance.

Employee and Dependent Dental Expense

Cash Deductible Benefit Year Cash Deductible for Non-Orthodontic Services:
 Group 1 Services None

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Group 2 and 3 Services \$ 100.00
each covered person

Benefits From Other Plans

We don't pay benefits for charges otherwise covered by this plan to the extent that benefits for such charges are furnished by the medical plan provided by your employer, if any.

Payment Rates Payment Rate for:

Group 1 Services 100%
Group 2 Services 80%
Group 3 Services 50%
Group 4 Services 50%

Payment Limits Benefit Year Payment Limit for

Non-Orthodontic Services - up to \$ 1,500.00
Orthodontic Lifetime Maximum - up to \$ 1,500.00

A "benefit year" is a 12 month period which starts on January 1st and ends on December 31st of each year.

Temporo-Mandibular Joint

Lifetime Maximum \$250.00
each covered person

ELIGIBILITY FOR DENTAL COVERAGE

Employee Coverage

Eligible Employees To be eligible for *employee* coverage you must be an active *full-time employee* or a *qualified retiree*. And you must belong to a class of *employees* covered by this *plan*.

When Your Coverage Starts

Employee benefits are scheduled to start on your effective date. But you must be actively at work on a *full-time* basis unless you are a *qualified retiree*, on the scheduled effective date. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are an active *full-time employee* and are not actively at work on the date your insurance is scheduled to start, we will postpone your coverage until the date you return to active *full-time* work.

If you are a *qualified retiree*, you can not be confined in a health care facility on the scheduled effective date of coverage. If you are confined on that date, we will postpone your coverage until the day after you are discharged. And you must also have met all of the applicable conditions of eligibility and any applicable waiting period in order for coverage to start.

Sometimes, your effective date is not a regularly scheduled work day. But coverage will still start on that date if you were actively at work on a *full-time* basis on your last regularly scheduled work day.

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When Your Coverage Ends

If you are an active *full-time employee*, your coverage ends on the date your active *full-time* service ends for any reason, other than disability. Such reasons include death, retirement (except for *qualified retirees*), layoff, leave of absence and the end of employment.

Coverage for *qualified retirees* ends on the date you become entitled for medical benefits under Medicare. It also ends on the date you stop being a member of a class of *employees* eligible for insurance under this *plan*, or when this *plan* ends for all *employees*. And it ends when this *plan* is changed so that benefits for the class of *employees* to which you belong ends.

Read this booklet carefully if your coverage ends. You may have the right to continue certain group benefits for a limited time.

With respect to active employees: Continuation During A Family Leave Of Absence

This section may not apply to an *employer's plan*. You must contact your *employer* to find out if: the *employer* must allow for a leave of absence under Federal Law, in which case; the section applies to you.

Group insurance may end for you because you cease *full-time* work due to an approved leave of absence. Such leave of absence must have been granted to allow you to care for a seriously ill spouse, child or parent, or after the birth or adoption of a child, or due to your own serious health condition. If so, your group insurance will be continued. You will be required to pay the same share of the premium as before the leave of absence.

Insurance may continue until the earliest of: (a) the date you return to *full-time* work; (b) the end of a total leave period of 12 weeks in any 12 month period; (c) the date on which your coverage would have ended had you not been on leave; or (d) the end of the period for which the premium has been paid.

Dependent Coverage**Eligible Dependents For Dependent Dental Benefits**

An employee's eligible dependents are: (a) his legal spouse; (b) his unmarried dependent children who are under age 19; and (c) his unmarried dependent children, from age 19 until their 24th birthday, if the child is dependent upon the employee for support and is: (i) living in the employee's household; or (ii) a full-time or part-time student.

An adopted child is covered for dental benefits from: (a) the date the child is placed in the home; or (b) from birth, in the event that the employee has made an adoption agreement before the child's birth. If the child is added at birth, all of this plan's provisions regarding newborn children will apply to the adopted child.

Adopted Children And Step-Children

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Your "unmarried dependent children" include your legally adopted children and, if they depend on you for most of their support and maintenance, your step-children. We treat a child as legally adopted from the time the child is placed in your home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

Dependents Not Eligible

We exclude any dependent who is insured by this *plan* as an *employee*. And we exclude any dependent who is on active duty in any armed force.

Handicapped Children

You may have an unmarried child with a mental or physical handicap, or developmental disability, who can't support himself or herself. Subject to all of the terms of this

Dependent Coverage (Cont.)

coverage and the *plan*, such a child may stay eligible for dependent benefits past this coverage's age limit.

The child will stay eligible as long as he or she stays unmarried and unable to support himself or herself, if: (a) his or her conditions started before he or she reached this coverage's age limit; (b) he or she became insured by this coverage before he or she reached the age limit, and stayed continuously insured until he or she reached such limit; and (c) he or she depends on you for most of his or her support and maintenance. If a claim submitted on behalf of the child is denied because the child has reached the limiting age, you must submit proof that: (a) the child's condition started before he or she reached this coverage's age limit; (b) the child became insured by this coverage before he or she reached the age limit, and stayed continuously insured until he or she reached such limit; and (c) the child depends on you for most of his or her support and maintenance.

The child's coverage ends when yours does.

Waiver Of Dental Late Entrants Penalty

If you initially waived dental coverage for your spouse or eligible dependent children under this plan because they were covered under another group plan, and you now elect to enroll them in the dental coverage under this plan, the Penalty for Late Entrants provision will not apply to them with regard to dental coverage provided their coverage under the other plan ends due to one of the following events: (a) termination of your spouse's employment; (b) loss of eligibility under your spouse's plan; (c) divorce; (d) death of your spouse; or (e) termination of the other plan.

But you must enroll your spouse or eligible dependent children in the dental coverage under this plan within 30 days of the date that any of the events described above occur. In addition, the Penalty for Late Entrants provision for dental coverage will not apply to your spouse or eligible dependent children if: (a) you are under legal obligation to provide dental coverage due to a court-order; and (b) you enroll them in the dental coverage under this plan within 30 days of the issuance of the court-order.

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When Dependent Coverage Starts

In order for your dependent coverage to begin you must already be insured for employee coverage or enroll for employee and dependent coverage at the same time. Subject to the "Exception" stated below and to all of the terms of this *plan*, the date your dependent coverage starts depends on when you elect to enroll your *initial dependents* and agree to make any required payments.

If you do this on or before your *eligibility date*, the dependent's coverage is scheduled to start on the later of your *eligibility date* and the date you become insured for employee coverage.

If you do this within the *enrollment period*, the coverage is scheduled to start on the later of the date you sign the enrollment form; and the date you become insured for employee coverage.

If you do this after the *enrollment period* ends, each of your *initial dependents* is a late entrant and is subject to any applicable late entrant penalties. The dependent's coverage is scheduled to start on the date you sign the enrollment form.

Once you have dependent coverage for your *initial dependents*, you must notify us when you acquire any new dependents and agree to make any additional payments required for their coverage.

If you do this within 31 days of the date the *newly acquired dependent* becomes eligible, the dependent's coverage will start on the date the dependent first becomes eligible. If you fail to notify us on time, the *newly acquired dependent*, when enrolled, is a late entrant and is subject to any applicable late entrant penalties. The late entrant's coverage is scheduled to start on the date you sign the enrollment form.

Exception If a dependent, other than a newborn child, is confined to a *hospital* or other health care facility; or is home-confined; or is unable to carry out the normal activities of someone of like age and sex on the date his dependent benefits would otherwise start, we will postpone the effective date of such benefits until the day after his discharge from such facility; until home confinement ends; or until he resumes the normal activities of someone of like age and sex.

Coverage For Newborn Children

We cover your newborn child, subject to the conditions below, for dependent benefits starting from the moment of birth. We also cover a newborn child of an insured family member (other than your spouse) from the moment of birth until the earlier of: (a) the date you are no longer insured under this coverage; or (b) the end of eighteen months, starting from the moment of such child's birth.

You must notify us of the birth of the child within 31 days after the birth; and we will notify you of any additional premium that is required. If you provide us notice of the birth of the child within 31 days of the date of birth, no premium will be charged for the first 31 days of coverage. If you do not provide this notice within that 31 day period, premium will be charged from the date of birth.

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Coverage For Adopted Children

We cover your adopted child for dependent benefits from the date of adoption or the date of placement in your home for the purpose of adoption, whichever comes first. You must notify us of the intent to adopt a child. In the case of a newborn child to be adopted, we cover the child from the moment of birth but only if a written agreement to adopt such child has been entered into by you prior to the birth of the child. A copy of the agreement must be sent to us prior to the child's birth, or as soon thereafter as is reasonably possible.

Upon receipt of such notice or agreement, we will notify you of any additional premium required for such child's coverage. Premium, if any, will be charged from the date of adoption, or the date of placement for the purpose of adoption, whichever comes first. With respect to a newborn child to be adopted in accord with a written agreement, premium, if any, will be charged from the date of birth.

You have 31 days from the date of notification to pay the additional premium. The child's coverage will end if you don't pay the additional premium within 31 days. Coverage also ends if the child is ultimately not placed in your home.

We consider an adopted child, newborn or otherwise, to be a newborn child for purposes of benefits provided.

Coverage For Foster Children

We cover your foster child or other child in court-ordered temporary or other custody of you for dependent benefits starting from the date of placement in your home. You must give us written notice within 31 days of the date of placement.

We will then notify you of any additional premium you must pay. And, you must pay the additional premium, if any, within 31 days from the date of notification to pay the additional premium. Premium, if any, will be charged from the date of placement. The child's coverage will end if you do not pay the additional premium within that 31 day period. Coverage also ends when the foster child is no longer in the custody of you.

When Dependent Coverage Ends

Dependent coverage ends for all of your dependents when your coverage ends, except as noted under the provision, "Medicare Continuation," below. But if you die while insured, we'll automatically continue dependent benefits for those of your dependents who were insured when you died. We'll do this for six months at no cost, provided: (a) the group plan remains in force; (b) the dependents remain *eligible dependents*; and (c) in the case of a spouse, the spouse does not remarry.

If you become covered by Medicare before the date your spouse becomes covered by Medicare, your spouse and dependent children may enroll for the following Medicare Continuation. Your dependent spouse and dependent children may continue coverage on this plan, from the date your coverage ends due to your coverage by Medicare. Such continuation will end on the date your spouse becomes covered by Medicare.

If a surviving dependent elects to continue his or her dependent benefits under this *plan's* "Federal Continuation Rights" provision, or under any other continuation provision of this *plan*, if any, this free continuation period will be provided as the first six months of

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such continuation. Premiums required to be paid by, or on behalf of a surviving dependent will be waived for the first six months of continuation, subject to restrictions (a), (b) and (c) above. After the first six months of continuation, the remainder of the continuation period, if any, will be subject to the premium requirements, and all of the terms of the "Federal Continuation Rights" or other continuation provisions.

Dependent coverage also ends for all of your dependents when you stop being a member of a class of *employees* eligible for such coverage. And it ends when this *plan* ends, or when dependent coverage is dropped from this *plan* for all *employees* or for an *employee's* class.

If you are required to pay all or part of the cost of dependent coverage, and you fail to do so, your dependent coverage ends. It ends on the last day of the period for which you made the required payments, unless coverage ends earlier for other reasons.

An individual dependent's coverage ends when he or she stops being an *eligible dependent*. This happens to a child at 12:01 a.m. on the date the child attains this coverage's age limit, when he or she marries, or when a step-child is no longer dependent on you for support and maintenance. It happens to a spouse when a marriage ends in legal divorce or annulment.

Read this *plan* carefully if dependent coverage ends for any reason. Dependents may have the right to continue certain group benefits for a limited time.

DENTAL EXPENSE INSURANCE

This insurance will pay many of your family's dental expenses. What we pay and the terms for payment are explained below.

DEFINITIONS

"Plan" means the Insurance Company group dental expense insurance plan purchased by your employer.

"We", "us", "our" and "Insurance Company" mean The Insurance Company Life Insurance Company of America. "You" and "your" mean the person insured by this plan as an employee. "Covered Person" means an employee or dependent insured by this plan. "Close Relative" means: (a) a covered person's spouse, children, parents, brothers and sisters; and (b) any other person who is part of a covered person's household. We don't pay for services or supplies furnished by close relatives.

"Dentist" means any dental or medical practitioner we're required by law to recognize, who: (a) is properly licensed or certified under the laws of the state where he practices; and (b) provides services which are within the scope of his license or certificate and covered by this plan.

"Medicare" means Part A and B of the health care program for the aged and disabled provided by Title XVIII of the Social Security Act, as amended from time to time.

"Medicaid" means the health care program for the needy provided by Title XIX of the Social Security Act, as amended from time to time.

"Benefit Year" means a 12 month period which starts on January 1st of each year and ends on December 31st of each year.

"Orthodontic treatment" means the movement of one or more teeth by the use of active appliances.

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It includes: (a) diagnostic services; (b) the treatment plan; (c) the fitting, making and placement of an active appliance; and (d) all related office visits, including post-treatment stabilization.

"Injury" means all damage to a covered person's mouth due to an accident, and all complications rising from that damage. But the term "injury" does not include damage to teeth, appliances or prosthetic devices which results from chewing or biting food or other substances.

"Prosthetic device" means a device which is used to replace missing or lost teeth or tooth structure.

It includes all types of dentures, crowns, bridges, pontics and cast restorations.

"Appliance" means any dental device other than a prosthetic device.

"Active appliance" means an appliance, like braces, used in orthodontic treatment to move teeth.

Other terms with special meanings are defined where they're used.

Covered Charges

Covered charges are reasonable and customary charges for the dental services named in the List of Covered Dental Services.

By reasonable, we mean the charge is the *dentist's* usual charge for the service furnished. But if more than one type of service can be used to treat a dental condition, we have the right to consider charges for the least expensive one which meets accepted standards of dental practice. By customary, we mean the charge made for the given dental condition isn't more than the usual charge made by most other dentists with similar training and experience in the same geographic area.

We only pay for covered charges incurred by a *covered person* while he's insured. A covered charge for a crown, bridge or cast restoration is incurred on the date the tooth is prepared. A covered charge for any other prosthetic device is incurred on the date the master impression is made. A covered charge for root canal treatment is incurred on the date the pulp chamber is opened. A covered charge for *orthodontic treatment* is incurred on the date the active appliance is first placed. All other covered charges are incurred on the date the services are furnished.

Pre-Treatment Review

When the expected cost of a proposed course of treatment is \$300 or more, the *covered person's dentist* must send us a treatment plan before he starts. This must be done on a form acceptable to The Insurance Company. The treatment *plan* must include:

- (a) a list of the services to be done, using the American Dental Association Nomenclature and codes;
- (b) the itemized cost of each service; and
- (c) the estimated length of treatment.

Dental X-rays, study models and whatever else we need to evaluate the treatment *plan* must be sent to us, too. A treatment *plan* must always be sent to us before *orthodontic treatment* starts. We review the treatment *plan* and estimate what we'll pay. The estimate will be sent to the *covered person's dentist*. If we don't agree with a treatment plan, or if one is not sent in, we have the right to base our payments on treatment suited to the *covered person's* condition by accepted standards of dental practice.

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Pre-treatment review is not a guarantee of what we'll pay. It tells the *covered person* and his *dentist*, in advance, what we'd pay for the covered dental services named in the treatment *plan*. But payment is conditioned on:

- (a) the work being done as proposed and while the *covered person* is insured; and
- (b) the deductible and payment limit provisions and all of the other terms of this *plan*.

Emergency treatment, oral examinations, dental X-rays and teeth cleaning are part of a course of treatment, but may be done before the pre-treatment review is made.

Benefits From Other Sources

This plan supplements other health care benefits provided by your *employer* and by Medicare. Your *employer's plan* of other health care benefits is named in the schedule.

This *plan*, the *plan* named in the schedule, and Medicare may all provide benefits for the same charges. If they do, we subtract what the *plan* named in the schedule pays and what Medicare pays from what we'd otherwise pay.

Other *plans* may furnish similar benefits, too. For instance, you may be covered by this *plan* and a similar *plan* through your spouse's *employer*. If you are, we coordinate our benefits with the benefits from these other *plans*. We do this so that no one gets more in benefits than the charges he incurs.

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THE BENEFIT PROVISION QUALIFYING FOR BENEFITS

(A) Group I, II, and III Non-Orthodontic Services: There is no deductible for group I services. We pay for group I covered charges at the payment rate shown in the schedule.

A benefit year deductible, shown in the schedule, applies to group II and III services. Each benefit year, each covered person must have covered charges from groups II and III which exceed this deductible before we pay him any benefits for such charges. These charges must be incurred while he's insured.

Once a covered person meets this deductible, we pay for his group II and III covered charges above that amount at the payment rate shown in the schedule for the rest of that benefit year.

All charges must be incurred while insured. And what we pay is subject to the benefit year payment limit shown in the schedule and to all of the terms of this plan.

(B) Group IV Orthodontic Services: This plan provides benefits for Group IV Orthodontic Services for employees and dependents who are covered persons under this plan when the active appliance is first placed.

A lifetime deductible, shown in the schedule, applies to group IV services. Each eligible covered person must have covered charges from group IV which exceed this deductible before we pay him any benefits for such charges. These charges must be incurred while he's insured. Charges used to meet this deductible can't be used to meet the benefit year deductible which applies to other services.

Once a covered person meets his lifetime deductible, we pay for his covered group IV charges above that amount at the payment rate shown in the schedule. Using the treatment plan, we calculate the total benefit we'll pay. We divide this into equal payments, which we spread out over the shorter of two years or the proposed length of treatment.

We make the initial payment when the active appliance is first placed. We make further payments at the end of each subsequent three month period. But treatment must continue and the covered person must stay insured. And what we pay is subject to the orthodontic lifetime maximum shown in the schedule and to all of the terms of this plan. Orthodontic benefits won't be charged against the benefit year payment limit which applies to all other services.

(C) Family Deductible Limit For Non-Orthodontic Services: No family must meet more than three benefit year deductibles in any benefit year. Once this happens, we pay for covered charges incurred by any covered family member, at the payment rate shown in the schedule, for the rest of that benefit year.

But the charges must be incurred while insured. And what we pay is subject to the benefit year payment limit shown in the schedule and to all of the other terms of this plan.

AFTER THIS INSURANCE ENDS

We won't pay for charges incurred after this insurance ends. But we pay for the following if all work is finished in the 31 days after this insurance ends: (a) a crown, bridge or cast restoration, if the tooth is prepared before the insurance ends; (b) any other prosthetic device, if the master impression is made before the insurance ends; and (c) root canal treatment, if the pulp chamber is opened before the insurance ends.

Benefits for orthodontic treatment will only be paid to the end of the month in which the insurance ends. The final payment will be pro-rated.

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SPECIAL LIMITATIONS

(A) **Penalty For Late Entrants:** We won't pay for the covered charges incurred by a late entrant for:

(1) Group II services until 6 months from the date he is insured by this plan; (2) Group III services until 12 months from the date he is insured by this plan; and (3) Orthodontic treatment done in the first 24 months he is insured by this plan. However, this limitation will not apply to covered charges due solely to an injury suffered while insured.

A late entrant is a person who: (1) becomes insured more than 31 days after he is eligible; or (2) becomes insured again, after his coverage lapsed because he did not make required payments.

(B) **Teeth Lost Before A Covered Person Became Insured By This Plan:** A covered person may have lost one or more teeth before he became insured by this plan. Except as explained in (C) below, we won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan.

(C) **If This Plan Replaces Another Plan:** This plan may be replacing another plan your employer had with some other insurer.

We don't want anyone to lose benefits when this happens. So we pay for certain charges incurred before this plan starts, if: (1) the covered person was insured by the old plan; and (2) the old plan would have paid for such charges. But this plan must start right after the old plan ends. And the covered person must be insured by this plan from its start.

We limit what we pay to the lesser of: (1) what the old plan would have paid; or (2) what we'd usually pay.

And we deduct any benefits actually paid by the old plan under any extension provision.

In the first benefit year of this plan, we also reduce this plan's deductibles by the amount of covered charges applied against the old plan's deductible. And, in the first benefit year, we charge benefits which were paid by the old plan against this plan's payment limits.

EXCLUSIONS

(A) We won't pay for: (1) oral hygiene, plaque control or diet instruction; or (2) precision attachments.

(B) We won't pay for: (1) treatment which does not meet accepted standards of dental practice; or (2) treatment which is experimental in nature.

(C) We won't pay for orthodontic treatment, unless the Benefit Provision provides specific benefits for this.

(D) We won't pay for any appliance or prosthetic device used to: (1) change vertical dimension; (2) restore or maintain occlusion, except to the extent that this plan covers orthodontic treatment; (3) splint or stabilize teeth for periodontic reasons; and (4) replace tooth structure lost as a result of abrasion or attrition.

(E) We won't pay for any service furnished for cosmetic reasons. This includes, but is not limited to: (1) characterizing and personalizing prosthetic devices; and (2) making facings on prosthetic devices for any teeth in back of the second bicuspid.

(F) We won't pay for replacing an appliance or prosthetic device with a like appliance or device, unless: (1) it is at least five years old and can't be made usable; or (2) it is damaged while in the covered person's mouth in an injury suffered while insured, and can't be fixed.

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(G) We won't pay for: (1) replacing a lost, stolen or missing appliance or prosthetic device; or (2) making a spare appliance or device.

(H) We won't pay for treatment needed due to: (1) an on-the-job or job-related injury; or (2) a condition for which benefits are payable by Worker's Compensation or similar laws.

(I) We won't pay for treatment for which no charge is made. This usually means treatment furnished by: (1) the covered person's employer, labor union or similar group, in its dental or medical department or clinic; (2) a facility owned or run by any governmental body; and (3) any public program, except Medicaid, paid for or sponsored by any government body.

But if a charge is made and we're legally required to pay it, we will.

LIST OF COVERED DENTAL SERVICES

The services covered by this plan are named in this list. Each service on this list has been placed in one of four groups. A separate payment rate, shown in the schedule, applies to each group. Group I is made up of preventive services. Group II is made up of basic services. Group III is made up of major services. Group IV is made up of orthodontic services.

All covered dental services must be furnished by or under the direct supervision of a dentist. And they must be usual and necessary treatment for a dental condition.

Group I - Preventive Dental Services

(Non-Orthodontic) Prophylaxis and Fluoride Treatments--

Prophylaxis (limited to two treatment in any twelve consecutive month period)—

Allowance includes examination, scaling and polishing.

Topical application of fluoride (limited to covered persons under age 19 and limited to one treatment in any twelve consecutive month period) --Allowance includes examination and prophylaxis.

Fixed and Removable Appliances to Inhibit Thumbsucking and Other Harmful Habits (limited to covered persons under age 16 and limited to initial appliance only)--Allowance includes all adjustments in the first six months after installation.

Diagnostic Services--Allowance includes examination and diagnosis.

X-rays-- Full mouth series of at least 14 films including bitewings, if needed (limited to once in any 36 consecutive month period) Bitewing films (limited to a maximum of four films in any six consecutive month period)

Other intraoral periapical or occlusal films--single films

Extraoral superior or inferior maxillary film

Panoramic film, maxilla and mandible (limited to once in any 36 consecutive month period)

Office Visits and Examinations--Initial or periodic oral examination (limited to one examination in any six consecutive month period)

Emergency palliative treatment and other non-routine, unscheduled visits

Group II - Basic Dental Services

(Non-Orthodontic)

Office Visits and Examinations--Diagnostic consultation with a dentist other than the one providing treatment (limited to one consultation for each dental specialty in any 12 consecutive month period)-- We pay for this only if no other service is rendered during the visit.

Topical Sealants (limited to covered persons under the age of 14 and limited to one treatment in

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any 36 consecutive month period)
 Space Maintainers (limited to initial appliance only) --Allowance includes all adjustments in the first six months after installation.
 Fixed, unilateral, band or stainless steel crown type
 Fixed, unilateral, cast type
 Removable, bilateral type
 Diagnostic Services--Allowance includes examination and diagnosis.
 Diagnostic casts
 Biopsy and examination of oral tissue
 Restorative Services--Multiple restorations on one surface will be considered one restoration.
 Amalgam restorations
 Synthetic restorations--
 Silicate cement
 Acrylic or plastic
 Composite resin
 Crowns--Acrylic or plastic, without metal
 Stainless steel
 Pins--Pin retention, exclusive of restorative material
 Recementation
 Inlay or onlay
 Crown
 Bridge
 Endodontic Services--Allowance includes routine X-rays and cultures, but excludes final restoration.
 Pulp capping, direct
 Remineralization (Calcium Hydroxide), as a separate procedure
 Vital pulpotomy
 Apexification
 Root canal therapy of non-vital (nerve-dead) teeth –
 Traditional therapy
 Medicated paste therapy, N2 Sargenti Apicoectomy, as a separate procedure or in conjunction with other endodontic procedures
 Periodontic Services--Allowance includes the treatment plan, local anesthetics and post-surgical care.
 Gingivectomy or gingivoplasty, per quadrant
 Gingivectomy, per tooth (fewer than six teeth)
 Sub-gingival curettage and root planing, per quadrant (limited to a maximum of four quadrants in any 12 consecutive month period)
 Pedicle or free soft tissue grafts, including donor sites
 Osseous surgery, including flap entry and closure, per quadrant
 Osseous grafts, including flap entry, closure and donor sites
 Muco-gingival surgery
 Occlusal adjustment not involving restorations and done in conjunction with periodontic surgery, per quadrant (limited to a maximum of four quadrants in any 12 consecutive month period)
 Oral Surgery--Allowance includes routine X-rays, the treatment plan, local anesthetics and post-surgical care.
 Extractions--Uncomplicated extraction, one or more teeth
 Surgical removal of erupted teeth, involving tissue flap and bone removal

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Surgical removal of impacted teeth
 Other Surgical Procedures--Alveolectomy, per quadrant
 Stomatoplasty with ridge extension, per arch
 Excision of pericoronal gingiva, per tooth
 Removal of palatal torus
 Removal of mandibular tori, per quadrant
 Excision of hyperplastic tissue, per arch
 Removal of cyst or tumor
 Incision and drainage of abscess
 Closure of oral fistula of maxillary sinus
 Reimplantation of tooth
 Frenectomy
 Suture of soft tissue injury
 Sialolithotomy for removal of salivary calculus
 Closure of salivary fistula
 Dilatation of salivary duct
 Sequestrectomy for osteomyelitis or bone abscess, superficial
 Maxillary sinusotomy for removal of tooth fragment or foreign body
 Prosthodontic Services--Specialized techniques and characterization are not covered.
 Also see "Major Prosthodontic Services."
 Denture repairs, acrylic--
 Repairing dentures, no teeth damaged
 Repairing dentures and replacing one or more broken teeth
 Replacing one or more broken teeth, no other damage
 Denture repairs, metal--Allowance based on the extent and nature of damage and on the type of materials involved.
 Denture duplication, jump case--(limited to once per denture in any 36 consecutive month period)
 Denture reline (limited to once per denture in any 24 consecutive month period)--
 Office reline, cold cure
 Laboratory reline
 Denture adjustments (limited to adjustments by a dentist other than the one providing the denture, and adjustments more than six months after initial installation)
 Tissue Conditioning (limited to a maximum of two treatments per arch in any 12 consecutive month period)
 Adding teeth to partial dentures to replace extracted natural teeth
 Repairs to crowns and bridges--Allowance based on the extent and nature of damage and the type of materials involved.
 Other Services -
 General anesthesia in conjunction with surgical procedures only
 Injectable antibiotics needed solely for treatment of a dental condition

Group III - Major Dental Services

(Non-Orthodontic)

Restorative Services--Cast restorations and crowns are covered only when needed because of decay or injury, and only when the tooth cannot be restored with a routine filling material. Also see "Basic Restorative Services."

Inlays

Onlays, in addition to inlay allowance

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Crowns and Posts—

Acrylic with metal

Porcelain

Porcelain with metal

Full cast metal (other than stainless steel)

3/4 cast metal (other than stainless steel)

Cast post and core, in addition to crown (not a thimble coping)

Steel post and composite or amalgam core, in addition to crown

Cast dowel pin (one-piece cast with crown)--Allowance based on type of crown.

Prosthodontic Services--Specialized techniques and characterizations are not covered.

Fixed bridges--Each abutment and each pontic makes up a unit in a bridge--

Bridge abutments--See inlays and crowns under "Major Restorative Services."

Bridge Pontics--

Cast metal, sanitary

Plastic or porcelain with metal

Slotted facing

Slotted pontic

Simple stress breakers, per unit

Removable bridges, unilateral partial, one piece chrome casting, clasp attachment, including pontics

Dentures--Allowance includes all adjustments done by the dentist furnishing the denture in the first six months after installation.

Full dentures, upper or lower

Partial dentures--Allowance includes base, all clasps, rests and teeth.

Upper, with two chrome clasps with rests, acrylic base

Upper, with chrome palatal bar and clasps, acrylic base

Lower, with two chrome clasps with rests, acrylic base

Lower, with chrome lingual bar and clasps, acrylic base

Stayplate base, upper or lower (anterior teeth only)

Group IV--Orthodontic Services

Orthodontic Services - Any Group I, II or III service furnished in connection with orthodontic treatment

Surgical exposure of impacted or unerupted teeth in connection with orthodontic treatment--Allowance includes routine X-rays, local anesthetics and post-surgical care.

Active appliances--all types--Allowance includes diagnostic services, the treatment plan, the fitting, making and placing of the active appliance, and all related office visits including post-treatment stabilization.

COORDINATION OF BENEFITS**Important Notice** This provision applies to all health expense benefits under this plan. It does not apply to death, dismemberment, or loss of income benefits.**Purpose Of This Provision**

An employee may be covered for health expense benefits by more than one plan. For instance, he may be covered by this plan as an employee and by another plan as a dependent of his spouse. If he is, this provision allows us to coordinate what we pay with what another plan pays. We do this so the covered person doesn't collect more in benefits than he incurs in charges.

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Definitions "We" and "our" mean The Insurance Company.

"Plan" means any of the following that provides health expense benefits or services: (a) group or franchise insurance plans; (b) group Blue Cross plans, group Blue Shield plans, or other service or prepayment plans on a group basis; (c) union welfare plans, employer plans, employee benefits plans, trustee labor and management plans, or other plans for members of a group; and (d) programs or coverages required or provided by law, including mandatory no-fault auto insurance.

"Plan" does not include Medicaid, an indemnity-type policy, an excess insurance policy as defined in Florida Law 627.635, a policy with coverage limited to specified illnesses or accidents, a Medicare supplement policy, or any other government program or coverage which we are not allowed to coordinate with by law. Nor does it include any plan we say we supplement.

Plans that we supplement are named in the schedule.

"This plan" means the part of our group plan subject to this provision.

"Member" means the person who receives a certificate or other proof of coverage from a plan that covers him for health expense benefits.

"Dependent" means a person who is covered by a plan for health expense benefits, but not as a member.

"Allowable expense" means any necessary, reasonable, and usual expense for health care incurred by a member or dependent under both this plan and at least one other plan. When a plan provides service instead of cash payment, we view the reasonable cash value of each service as an allowable expense and as a benefit paid. We also view benefits payable by another plan as an allowable expense and as a benefit paid, whether or not a claim is filed under that plan.

"Claim determination period" means a calendar year in which a member or dependent is covered by this plan and at least one other plan and incurs one or more allowable expense under such plans.

How This Provision Works

We apply this provision when a member or dependent is covered by more than one plan. When this happens we consider each plan separately when coordinating payments.

Coordination of Benefits (Cont.)

In order to apply this provision, one of the plans is called the primary plan. All other plans are called secondary plans. The primary plan pays first, ignoring all other plans. The secondary plans then pay the remaining unpaid allowable expenses, but no plan pays more than it would have without this provision.

If a plan has no coordination provision, it is primary. But, during any claim determination period, when this plan and at least one other plan have coordination provisions, the rules that govern which plan pays first are as follows:

(A) A plan that covers a person as a member pays first; the plan that covers a person as a dependent pays second;

(B) A plan that covers a person as an active employee or as a dependent of such employee pays first. A plan that covers a person as a laid-off or retired employee or as a dependent of such employee pays second.

But, if the plan that we're coordinating with does not have a similar provision for such persons, then (B) will not apply.

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(C) Except for dependent children of separated or divorced parents, the following governs which plan pays first when the person is a dependent of a member:
 A plan that covers a dependent of a member whose birthday falls earliest in the calendar year pays first. The plan that covers a dependent of a member whose birthday falls later in the calendar year pays second. The member's year of birth is ignored.

But, if the plan that we're coordinating with does not have a similar provision for such persons, then (C) will not apply and the other plan's coordination provision will determine the order of benefits. (D) For a dependent child of separated or divorced parents, the following governs which plan pays first when the person is a dependent of a member:

- (1) When a court order makes one parent financially responsible for the health care expenses of the dependent child, then that parent's plan pays first.
- (2) If there is no such court order, then the plan of the natural parent with custody pays before the plan of the stepparent with custody; and
- (3) The plan of the stepparent with custody pays before the plan of the natural parent without custody.

If rules (A), (B), (C) and (D) don't determine which plan pays first, the plan that has covered the person for the longer time pays first.

If, when we apply this provision, we pay less than we would otherwise pay, we apply only that reduced amount against payment limits of this plan.

Our Right To Certain Information

In order to coordinate benefits, we need certain information. An employee must supply us with as much of that information as he can. But if he can't give us all the information we need, we have the right to get this information from any source. And if another insurer needs information to apply its coordination provision, we have the right to give that insurer such information. If we give or get information under this section we can't be held liable for such action.

When payments that should have been made by this plan have been made by another plan, we have the right to repay that plan. If we do so, we're no longer liable for that amount. And if we pay out more than we should have, we have the right to recover the excess payment.

Small Claims Waiver We don't coordinate payments on claims of less than \$50.00. But if, during any claim determination period, more allowable expenses are incurred that raise the claim above \$50.00 we'll count the entire amount of the claim when we coordinate.

GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

Eligibility Date for dependent coverage is the earliest date on which: (a) you have initial dependents; and (b) are eligible for dependent coverage.

Eligible Dependent is defined in the provision entitled "Dependent Coverage."

Employee means a person who works for the *employer* at the *employer's* place of business, and whose income is reported for tax purposes using a W-2 form.

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Employer means FORT LAUDERDALE FIRE FIGHTERS INSURANCE TRUST FUND .

Enrollment Period with respect to dependent coverage, means the 31 day period which starts on the date that you first become eligible for dependent coverage.

Full-time means the *employee* regularly works at least the number of hours in the normal work week set by the *employer* (but not less than 30 hours per week), at his *employer's* place of business.

Initial Dependents means those *eligible dependents* you have at the time you first become eligible for *employee* coverage. If at this time you do not have any *eligible dependents*, but you later acquire them, the first *eligible dependents* you acquire are your *initial dependents*.

**Newly Acquired
Dependent**

means an *eligible dependent* you acquire after you already have coverage in force for *initial dependents*.

Plan means the group *plan* purchased by your *employer*, except in the provision entitled "Coordination of Benefits" where "plan" has a special meaning. See that provision for details.

Qualified Retiree means a retired fire fighter of the City of Ft Lauderdale who: (1) was covered by the Ft Lauderdale Fire Fighters Insurance Trust Fund on the day before his or her retirement; and (2) has not become covered by Medicare.

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7. GENERAL PLAN PROVISIONS**7.1 Retirees**

Retirees and their spouses are eligible to continue coverage for life. Their options available are at retirement.

7.2 Waiting Period and Effective Date

The effective date for all eligible employees is the first of the month following date of hire.

7.3 Leave of Absence

The City continues contributions during approved FMLA absences. Employees who are on approved personal leave pay full premium.

7.4 Dependent Coverage

Eligible dependents shall include a covered employee's spouse (if not divorced or legally separated) or a covered employee's child to the end of the calendar year in which the child reaches age 25, if the child meets all of the following:

- (a) The child is dependent upon the employee for support.
- (b) The child is living in the household of the employee, or the child is a full time or part time student.

This definition shall apply to any and all plans offered by the City.

7.5 Transferred Business

There will be no limitation on transferred business. The requested benefits shall apply for all eligible expenses not covered under the existing plans extension of benefit provisions.

7.6 Determination of Claim Liability

Final determination of any claim liability shall rest with the selected plan in accordance with the plan benefits and the outcome of a pre-established appeals process.

7.7 Plan Year Defined

The plan year shall be on a calendar year basis.

7.8 Eligibility Reports

Eligibility will be provided to the proposer on a monthly basis. Proposer is responsible for verifying eligibility and plan benefits.

7.9 Network Directories

Proposer shall be responsible for mailing a network directory once a year to each covered employee. Monthly updates on network changes are to be provided to the City and a sufficient supply of newly reprinted directories are to be provided as soon as they are available.

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7.10 Printing Costs

The City will provide participants with plan explanations through printed and internet access. The carrier will be responsible for \$2,000 in reimbursements to the City for these annual costs associated with these materials. The first annual payment of \$2,000 is due 30 days after being awarded the contract. Subsequent annual payments are due by November 1st of each year, in conjunction with open enrollment each year. Checks should be made out to:

City of Fort Lauderdale
Procurement Services Department, Rm. 619
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

7.11 ID Cards, Documents, Communications to Members

The proposer shall provide identification cards. General communications to members will be provided by the City.

7.12 Timely Reports

The proposer is expected to provide timely reports to the City based upon mutually agreeable parameters.

7.13 Standard Reports

The proposer shall include the following in the list of standard reports available without additional charges.

Indemnity Plans/PPO

- A. Monthly paid claims separated by option, by network, non-network, by employee, by dependent.
- B. Monthly paid claims by ADA code and description, by employee, by dependent.

7.14 Indemnification Statement

The proposer agrees to indemnify and hold the City, its employees and agents harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which occur as a result of the misconduct or negligence on the part of the proposer, its officers, directors, employees, agents, physicians, hospitals, utilization review staff or other providers.

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Name of Proposer _____

8. INTERROGATORIES

Indemnity/PPO

1. What is the average turn around for a clean non-network claim submission?

2. Please describe the credentialing criteria for PPO dentists.

3. Describe your company's method of determining usual, customary and reasonable charges.

4. Are participating dentist offices required to file claims on behalf of their members as part of the provider contract?

5. Listed below are some popular dental procedures. Please provide your average PPO discounted fee for these procedures as well as your estimate for usual, customary and reasonable (UCR) allowances using the 100th percentile.

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Name of Proposer _____

Please enter below % of claims under each category and also provide Negotiated and R&C fees.

DENTAL HMO	Diagnostic Codes	Reimbursement	
		Negotiated Fee Schedule	R&C
Office Visit - Normal Hours	D9430		
Diagnostic / Preventive Services	% of claims? _____		
Periodic examination	D0120		
Comprehensive Oral Evaluation	D0150		
Full mouth x-rays	D0210		
Prophylaxis- Routine; Adult (teeth cleaning)	D1110		
Restorative Services	% of claims? _____		
Amalgam - one surface, permanent	D2140		
Amalgam - two surface, permanent	D2150		
Resin - one surface, anterior	D2330		
Resin - based composite- posterior	D2391		
Crown & Bridge	% of claims? _____		
Crown Resin based composite	D2710		
Crown Porcelain fused to high noble metal	D2750		
Porcelain fused to base metal	D2752		
Cast post and core in addition to crown	D2952		
Additional post	D2953		
Endodontics	% of claims? _____		
Root Canal, Anterior, per tooth	D3310		
Root Canal, Molar	D3330		
Periodontics	% of claims? _____		
Gingivectomy or Gingivoplasty, per quadrant	D4210		
Perio scaling & root planing, per quad	D4341		
Periodontal maintenance procedures	D4910		
Prosthodontics	% of claims? _____		
Complete denture - Upper	D5110		
Complete denture - Lower	D5120		
Oral Surgery	% of claims? _____		
Incision and drainage of abscess	D7510		
Extraction impacted tooth	D7230		
Orthodontic Services	% of claims? _____		
Comprehensive treatment - Child	D8070		
Comprehensive treatment - Adult	D8090		
Periodic Comprehensive Treatment	D8760		

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Name of Proposer _____

- 6. Please list the out of area markets (out of Broward, Miami-Dade, Palm Beach) for which benefits are available with this proposal by city and state.

- 7. If current participants choose to leave their current plan for your plan, is there a waiting period or pre-existing clause for any of your benefits?

General

- 1. Does your company maintain a website? If so, please provide the address, services and capabilities for employers and members available at that site.

- 2. If your website provides network directory information, how often is it updated for terminations and additions?

- 3. Does your company have the ability to perform online enrollments and billing services?

- 4. Is your plan compliant with the HIPAA privacy rules regarding individually identifiable health information?

- 5. In conjunction with HIPAA privacy rules – when awarded the contract, the attached sample Business Associate Agreement (Exhibit D), will need to be completed and signed.

City of Fort Lauderdale
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9. REQUIRED FORMS

9.1 Proposal Signature Form

To: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specification addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name of Proposer _____
 (Company legal registered name)

Authorized Signature/Title _____
 (Authorized agent of company to execute)

Primary Contact Person _____

Address _____

City _____ **State:** _____ **Zip:** _____

Telephone _____ **Fax** _____

E-mail _____

ADDENDUM ACKNOWLEDGEMENT- Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. _____ Date Issued _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposals pages.

No variations or exceptions or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained

City of Fort Lauderdale
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in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

NO BID COMMENTS: Please insert your comments in the space that follows. Your response will assist us in future solicitations. : If you are unable to respond to our Request for Proposal, we would appreciate your comments as to your reason for submitting a NO BID:

**City of Fort Lauderdale
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9.2 Proposer's Identification

Name of Organization: _____

Address: _____

Contact Person: _____

Telephone Numbers

Daytime: _____

After Hours: _____

Fax: _____

E-mail _____

PROPOSER'S GROUP REPRESENTATIVE OR ACCOUNT EXECUTIVE

Name of Firm: _____

Address: _____

Group Representative or
Account Executive: _____

Telephone Numbers

Daytime: _____

After Hours: _____

Fax: _____

E-mail _____

**City of Fort Lauderdale
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9.3 Proposer's Warranty

The undersigned person by the undersigned's signature affixed hereon warrants that:

- A. The undersigned is an officer, partner or a sole proprietor of the firm and the enclosed proposal is submitted on behalf of the firm;
- B. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
- C. The proposal offered by the firm is in full compliance with the Minimum Qualifications of Proposer set forth in Section 5 of this RFP;
- D. The firm authorizes the City of Fort Lauderdale, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;
- E. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFP other than those deviations noted above;
- F. If this proposal is accepted, the contract will be issued as proposed.

Name of Firm

Signature of Authorized Representative

Title of Authorized Representative

Date Signed by Authorized Representative

**City of Fort Lauderdale
RFP # 195-10140 Group Dental Plans for Fire Fighters**

SECTION 9 – PROPOSED COSTS

SELF-INSURED - Indemnity/PPO **NAME OF PROPOSER** _____

Four Tier Administrative Fees

	FEE Yr. 1	Current Enrollment	Fee Guarantee for Yrs 2&3? Yes ___ or No ___ (Check 1) If No, provide % increase for all Tiers below for Yr. 2 and Yr. 3.
Employee	_____	110	
Employee & Spouse	_____	59	
Employee & Child(ren)	_____	20	
Employee & Family	_____	244	

The fees listed above are guaranteed for the following?

	Guaranteed Rate YES	% Increase Yr. 2	% Increase Yr. 3
1 st Year	YES		
2 nd Year	_____	_____	_____
3 rd Year	_____	_____	_____

INSURED - Indemnity/PPO **NAME OF PROPOSER** _____

Four Tier Administrative Premiums

	FEE Yr. 1	Current Enrollment	Fee Guarantee for Yrs 2&3? Yes ___ or No ___ (Check 1) If No, provide % increase for all Tiers below for Yr. 2 and Yr. 3.
Employee	_____	110	
Employee & Spouse	_____	59	
Employee & Child(ren)	_____	20	
Employee & Family	_____	244	

The fees listed above are guaranteed for the following?

	Guaranteed Rate YES	% Increase Yr. 2	% Increase Yr. 3
1 st Year	YES		
2 nd Year	_____	_____	_____
3 rd Year	_____	_____	_____

Does your firm agree to pay the City \$2,000 for printing and internet communications costs?

_____ Yes _____ No

City of Fort Lauderdale
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Top 100 Guardian Providers for displacement analysis.

Please see the separate file Exhibit A for a listing of the top 100 Guardian providers utilized by Fire Fighter members. Please indicate which of these providers are currently in your company's network. Include this form in Section III of your proposal.

**City of Fort Lauderdale
RFP # 195-10140 Group Dental Plans for Fire Fighters**

9.4 Reference Forms

- 1. Name of Company _____
 Total Number of Full Time Employees _____
 Name & Title of Contact _____
 Email address _____
 Telephone number _____
 Fax number _____
 Type of benefits provided _____
 Number of employees covered _____
 Plan inception date _____

- 2. Name of Company _____
 Total Number of Full Time Employees _____
 Name & Title of Contact _____
 Email address _____
 Telephone number _____
 Fax number _____
 Type of benefits provided _____
 Number of employees covered _____
 Plan inception date _____

- 3. Name of Company _____
 Total Number of Full Time Employees _____
 Name & Title of Contact _____
 Email address _____
 Telephone number _____
 Fax number _____
 Type of benefits provided _____
 Number of employees covered _____
 Plan inception date _____

City of Fort Lauderdale
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Reference forms, continued

- 4. Name of Company _____
Total Number of Full Time Employees _____
Name & Title of Contact _____
Email address _____
Telephone number _____
Fax number _____
Type of benefits provided _____
Number of employees covered _____
Plan inception date _____

- 5. Name of Company _____
Total Number of Full Time Employees _____
Name & Title of Contact _____
Email address _____
Telephone number _____
Fax number _____
Type of benefits provided _____
Number of employees covered _____
Plan inception date _____

**City of Fort Lauderdale
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NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

10. UNDERWRITING INFORMATION

10.1 Dental Experience

Please see the separate Exhibit B, for the plan experience information. Please note plan was Self-insured (09/2006 – 12/2007) and Insured (01/200/ - 08/2008).

10.2 Census

Please see the separate file *dental RFP census*, Exhibit C, for the City's employee census information.

**City of Fort Lauderdale
GENERAL CONDITIONS**

EXHIBIT 1

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. Invitation for Bid (ITB) and Request for Proposal (RFP) are used interchangeably in this document.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with RFP Depot or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority

The Procurement Division maintains a 24 hour per day Invitation To Bid hotline listing all current ITB's,
Call (954) 828-5727 to keep abreast of our current needs or check our website at www.ci.fort-lauderdale.fl.us.

group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile

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transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

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- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

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Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

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- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Attorney or the City Attorney's designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev 09/08

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EXHIBIT "2" Special Conditions**01. GENERAL CONDITIONS:**

RFP General Conditions Form G-107 Rev 09/08 (GC) are included and made a part of this RFP as Exhibit "1".

02. VARIANCES:

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY:

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS:

The Contractor shall examine the RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS:

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

06. RULES AND PROPOSALS:

The signer of the proposal must declare that the only person(s), company or parties interested in the proposals as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposal.

07. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS:

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features are desired by the City. The City is receptive to any product, which would be considered by qualified City personnel as an equivalent.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product or service, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product or services proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the RFP process.

08. CONTRACT PERIOD:

The initial contract term shall commence on January 1, 2009 and shall be for a THREE (3) YEAR period with the right to extend the contract for up TWO (2), one-year renewals, subject to mutual approval and acceptance by the City and Contractor, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The City is interested in establishing a long-term relationship and will consider equitable price proposals that contain guaranteed multi-year terms, where such pricing is shown to be in the City's best interests.

09. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project, IF APPLICABLE.

The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

10. CONTRACT COST ADJUSTMENTS:

The costs as proposed and accepted by the City shall be firm for a minimum of one year from the initial contract start date. The costs for the second and third years of the initial three-year contract period is desired to be the same as the first year (see Section 9, Proposed Costs). The two subsequent contract years shall be subject to mutually agreed upon pricing. Any requested cost adjustment for the two, one-year renewals periods shall be submitted to the City at least NINETY (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if, they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

12. DELETION OR MODIFICATION OF SERVICES:

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. ADDITIONAL ITEMS/SERVICES:

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The contractor agrees to propose such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. WARRANTIES OF USAGE:

Anticipated services, which may be listed, are for information and tabulation purposes only. No warranty or guarantee of any specific volume of services is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

15. SUBCONTRACTING:

The Contractor must be capable of performing all the Services as contained in the bid specifications. If the Bidder intends to use subcontractors in the performance of these services, bidder shall submit complete information on all proposed sub-contractors as a part of the bid response. The same qualification requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove any sub-contractor proposed. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of the Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's sub-contractors.

16. INDEPENDENT CONTRACTOR:

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

17. INSURANCE:

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's compensation and Employer's Liability Insurance

Limits: Worker's Compensation: Statutory Limits, Per Florida Statute 440
Employer's Liability: \$500,000

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combines Single, Limit Bodily Injury/Property Damage with minimum limits of \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnify provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury-\$250,000 each person
\$500,000 each occurrence
Property Damage \$100,000 each occurrence

Limits: Combines Single, Limit Bodily Injury/Property Damage with minimum limits of \$1,000,000.

Professional Liability

Limits: \$1 million per occurrence, \$2 million aggregate

The City shall be named as an additional insured for Commercial General Liability, only.

All Certificates of Insurance must be submitted to the Purchasing Division and be approved by the City's Risk Management prior to commencement of any work.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

18. INDEMNITY/HOLD HARMLESS AGREEMENT:

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

19. RECORDS/AUDITS:

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of contractor's operations according to generally accepted auditing standards.

20. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE"):

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including: fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or services from a public utility needed for their performance, provided that;

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the

occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

Guardian Top 100 Dental Providers for the City of Fort Lauderdale

TIN	Full Name	Address	City	State	Zip
650914866	JASON W FREDRICK	FREDRICK DENTAL 10156 INDIANTOWN RD	JUPITER	FL	334784707
651081473	JULIA NEULS	JULIA W NEULS DDS LLC 2633 E COMMERCIAL BLVD STE B	FT LAUDERDALE	FL	33308
650854084	SCOTT F MEIER	500 UNIVERSITY BLVD STE 112	JUPITER	FL	334584844
202222017	BETTINA HOBEICH	12434 W ATLANTIC BLVD	CORAL SPRINGS	FL	33017
650782230	ALAIN POULERIGUEN	DEERFIELD FAMILY DENTAL 100 S MILITARY TRL STE 4	DEERFIELD BEACH	FL	334423015
650847869	DAVID EATON	GENTLE DENTAL OF WELLINGTON 13889 WELLINGTON TRACE STE A5	WELLINGTON	FL	33414
650469837	MANON HUTCHISON	5359 LYONS RD	COCONUT CREEK	FL	330732825
593752296	FARA BENDER	6169 JOG RD STE B5	LAKE WORTH	FL	33467
203230151	TRAVIS W BENNETT	102965 OVERSEAS HWY	KEY LARGO	FL	33037
650165775	H HOSSEINI	1040 WESTON RD STE 225	WESTON	FL	333261978
420603109	MICHAEL G THORSTAD	12765 W FOREST HILL BLVD	WELLINGTON	FL	334144722
202277129	AVI SCHETRITT	GENTLE DENTAL OF BOYNTON BEACH 6626 HYPOLUXO RD STE A-1	LAKE WORTH	FL	33467
651136796	MARIA VERNE	SUN EAST DENTAL PA 19620 PINES BLVD STE 203	PEMBROKE PINES	FL	33029
650836044	TRAVIS M THOMPSON	1025 MILITARY TRL STE 110	JUPITER	FL	33458
161660208	C SHANE ROANE	DENTAL EXCELLENCE BY THE SEA 2740 E COMMERCIAL BLVD	FT LAUDERDALE	FL	33308
201257540	BARBARA A BATES	STE 200 7593 BOYNTON BEACH BLVD	BOYNTON BEACH	FL	33437
161653490	JULIE KENNEDY	1501 PRESIDENTIAL WAY STE 18	WEST PALM BEACH	FL	33401
650271151	ARMANDO TORAL	FLAMINGO DENTAL GROUP 12129 SHERIDAN ST	HOLLYWOOD	FL	33026
650597949	GILDA ALONZO	654 W INDIANTOWN RD STE 102	JUPITER	FL	33458
650467002	MICHELE A DALLAS	620 NE 3RD ST	FT LAUDERDALE	FL	33301
621644107	LEIGHTON W WOOD	TRI-CITIES ORTHO SPECIALISTS 2025 MEADOWVIEW PKWY	KINGSPORT	TN	376607382
320160015	ROGER PRIETO	SMILE MAKERS DENTAL 1401 S RIDGEWOOD AVE STE 6	EDGEWATER	FL	32132
591270875	GEORGE L WILLIAMS	8200 W SUNRISE BLVD STE A-1	PLANTATION	FL	33322
592117575	MEL R KROHN	7500 NW 5TH ST STE 105	PLANTATION	FL	333171612
592053647	RAY L POLLOCK	1325 S PINE ST STE 103	MELBOURNE	FL	329013116
650271764	MICHAEL MAUCK	WELLINGTON CENTRE FOR O&M SURG 1051 SR 7 BLDG G STE 1	WELLINGTON	FL	33414

Guardian Top 100 Dental Providers for the City of Fort Lauderdale

TIN	Full Name	Address	City	State	Zip
650353286	TOMER HAIK	LAKES MALL DENTAL 11401 PINES BLVD STE 220	PEMBROKE PINES	FL	33026
650718833	PATRICIA LYN	1975 SANBURY'S WAY STE 111	WEST PALM BEACH	FL	33411
650340778	EVAN LEDIS	6910 LAKE WORTH RD	LAKE WORTH	FL	334672903
592175410	JENNIFER C KOCHER	MENCHEL & MENCHEL 1720 UNIVERSITY DR STE 301	CORAL SPRINGS	FL	33071
592023082	KENNETH M WORTMAN	7737 N UNIVERSITY DR STE 204	TAMARAC	FL	333212961
760706979	ARLENE R JAFFE	WARREN GIOL & JAFFE DENTISTRY 2474 S FEDERAL HWY	STUART	FL	349944531
591541047	ROBERT C STEPHENS	SO FL DENTISTRY FOR CHILDREN 9327 W SAMPLE RD	CORAL SPRINGS	FL	33065
650536569	ERNEST ORPHANOS	9291 GLADES RD STE 301	BOCA RATON	FL	33434
650908498	GIANCARLO BLAND	GENTLE DENTAL OF PLANTATION 8440 W BROWARD BLVD	PLANTATION	FL	33324
592603212	DAVID KNIGHT	817 S UNIVERSITY DR STE 108	PLANTATION	FL	333243345
261627899	MARC W SHERIDAN	1300 N FEDERAL HWY	LAKE WORTH	FL	33460
200171638	HANS SPERLING	3900 HOLLYWOOD BLVD STE 304	HOLLYWOOD	FL	33021
760706979	CHRISTOPHER W KINDIG	REGENCY DENTAL CENTER 2474 S FEDERAL HWY	STUART	FL	34994
260676433	CARLOS M CORO DDS PL	3299 PONCE DE LEON BLVD	CORAL GABLES	FL	331347251
261465127	MELVIN D POVEROMO	1160 KANE CONCOURSE STE 203	BAY HARBOR ISLANDS	FL	331542020
650454026	RICHARD SALZMANN	3157 N UNIVERSITY DR STE 100	PEMBROKE PINES	FL	330242258
562338791	LARRY B KAWA	KAWA & NICOLAS ORTHODONTISTS 20423 STATE RD 7 STE F18	BOCA RATON	FL	334986797
141444544	DAVID P SZCZESNY	1900 E OAKLAND PARK BLVD	FT LAUDERDALE	FL	333061104
743054899	BRADY J SEMMEL	CAROLINAS ORAL&FACIAL SURGERY 1122 MEDICAL CENTER DR	WILMINGTON	NC	28401
650923509	OSCAR GARCIA	12311 TAFT ST STE 3	PEMBROKE PINES	FL	33026
650666819	JEFFREY BARTLETT	2440 E SUNRISE BLVD	FT LAUDERDALE	FL	33304
620842560	TERRY L PROPPER	ENDODONTIC ASSOCIATES PA 1921 21ST AVE S	NASHVILLE	TN	37212
650960800	SY WEINER	4000 SHERIDAN ST STE B	HOLLYWOOD	FL	33021
203427385	MARIO KU-TORRES	5180 SW 34TH ST	GAINESVILLE	FL	32608
591263751	BARRY A BLUTH	4175 SW 64TH AVE STE 104	DAVIE	FL	333143459
650396696	MERVYN N HURWITZ	3015 BAYVIEW DRIVE	FT LAUDERDALE	FL	33306

Guardian Top 100 Dental Providers for the City of Fort Lauderdale

TIN	Full Name	Address	City	State	Zip
650675055	JEFFREY G SCHWARTZ	A WINNING SMILE 4623 FOREST HILL BLVD STE 115	WEST PALM BEACH	FL	334157469
020667477	SUE LING YANG	TOOTH TOWN PEDIATRIC DNTSTRY PA 1037 S STATE RD 7 STE 215	WELLINGTON	FL	33414
592532962	JOHN GIANATASIO	STE I 11435 W PALMETTO PARK RD	BOCA RATON	FL	334282624
650782230	ANTONIO FESTA	DEERFIELD FAMILY DENTAL 100 S MILITARY TRL STE 4	DEERFIELD BEACH	FL	334423015
650692530	GORDON J SMITH	1250 S FEDERAL HWY STE 101	BOYNTON BEACH	FL	334356041
205849632	KATHRYN E TUMMINIA	STE 6 7730 W BOYNTON BEACH BLVD	BOYNTON BEACH	FL	33437
592020729	MARK H SCHUMACHER	STE 204 685 ROYAL PALM BEACH BLVD	ROYAL PALM BEACH	FL	334117635
650505101	JOHN H BIGGS III	5851 S CONGRESS AVE	ATLANTIS	FL	33462
650976774	CHRISTIAN RING	7500 NW 5TH ST STE 108	PLANTATION	FL	33317
260090201	MARC L ANDERSON	ANDERSON DENTAL 9940 BELVEDERE RD STE E	ROYAL PALM BEACH	FL	33411
043626811	GUSTAVO A LEAL	PERFECT SMILE DENTISTRY LLC 12300 S SHORE BLVD STE 208	WELLINGTON	FL	33414
650340813	DOUGLAS FREEDMAN	STE 1320 12765 W FOREST HILL BLVD	WELLINGTON	FL	334144722
650937431	ELENA MENENDEZ	MAIN ST CHILDRENS DEN OF KEND 7887 N KENDALL DR STE 200	MIAMI	FL	33156
650461148	DALAL ZAKKO	BAYVIEW DENTAL ASSOCIATES 2633 E COMMERCIAL BLVD STE C	FT LAUDERDALE	FL	333084110
650028255	GREGORY LAWRENCE	4135 E TAMiami TRL	NAPLES	FL	341126238
591389858	JERRY W KRAPE	700 FEDERAL HWY US STE 1	LAKE PARK	FL	33403
650719035	DHG PORT ST LUCIE	7554 S FEDERAL HWY STE 13	PORT ST LUCIE	FL	34952
650914866	JANELY PINERO-FREDRICK	10156 INDIANTOWN RD	JUPITER	FL	33470
592185859	RICHARD M CALABRESE	961 N UNIVERSITY DR	CORAL SPRINGS	FL	330717048
753136614	FRANK MAYE	19615-33 S STATE RD 7	BOCA RATON	FL	33498
650663812	CRAIG H ETTS	333 NW 70TH AVE STE 106	PLANTATION	FL	333172385
650807157	EASTON DOUGLAS	5100 W COMMERCIAL BLVD STE 7	TAMARAC	FL	33319
550881045	CHRISTOPHER S FREEMAN	9633 WEST BROWARD BLVD STE 9	PLANTATION	FL	33324
650639842	WILLIAM ROBERT PRICE JR	1500 14TH AVENUE STE A	VERO BEACH	FL	32960
591425149	JASON HIRSCH	7400 NW 5TH STREET	PLANTATION	FL	33317
267943271	EARLE E EDWARDS III	327 CENTRAL AVE	CLEWISTON	FL	33440
264848166	KEITH E MOORE	STE 301 901 S FEDERAL HWY	FORT LAUDERDALE	FL	33316
650214958	SIDNEY F MARTIN	4141 NW 5TH STREET STE 102	PLANTATION	FL	333172158
470915277	MARK T GOODNIGHT	6538 GUNN HWY	TAMPA	FL	33625
261722689	LEONARD H ROTHERNBERG	8970 SW 87TH COURT SUITE 21	MIAMI	FL	33176

Guardian Top 100 Dental Providers for the City of Fort Lauderdale

TIN	Full Name	Address	City	State	Zip
650428387	MARK LIVELY	106 ORTH COLORADO AVENUE	STUART	FL	34994
650631864	HENRY ROZEN	9154 WILES RD	CORAL SPRINGS	FL	33067
592714863	JAMES A KRUMHOLTZ	7400 WEST CAMINO RAL SUITE 110	BOCA RATON	FL	33433
592326021	ROBERT GETZ	4962 N UNIVERSITY	LAUDERHILL	FL	333515748
262154347	JEFFREY M BARTNICK	1749 NE 26TH ST	FT LAUDERDALE	FL	33305
161685076	LEANNE MAZZEI	7301A W PALMETTO PARK RD 104C	BOCA RATON	FL	33433
203020820	JASON M LUCHTEFELD	572 E MCNAB RD STE 102	POMPANO BEACH	FL	33060
650401579	SAMUEL O DORN	8200 W SUNRISE BLVD STE B 2	PLANTATION	FL	33322
300012213	ROBERT E QUESADA	1500 E BROWARD BLVD	FT LAUDERDALE	FL	333012189
201440801	KYLE RUSH	306 E 6TH AVE	ROME	GA	30161
650764547	PATRICK LECONTE	2000 PGA BLVD SUITE 3120	PALM BEACH GARDENS	FL	33408
593394842	JAMES E EDWARDS	9277 S E MARICAMP ROAD	OCALA	FL	34472
650738897	RICHARD B FORUM	320 SE 18TH ST	FT LAUDERDALE	FL	333162818
650824560	LAURENCE FENDRICH	2028 E SAMPLE RD	LIGHTHOUSE POINT	FL	330647591
621185421	STEPHEN M BASS	1113 LAKEVIEW DRIVE	FRANKLIN	TN	37067
593451390	SONDRA L AVANT	731 DUNLAWTON AVE STE 105	PORT ORANGE	FL	32127
205974844	PAUL A HEINEMANN	10187 CLEARY BLVD STE 101	PLANTATION	FL	33324
591389949	BARRY W ROSENTHAL	9200 NW 44TH STREET	SUNRISE	FL	33351

City of Fort Lauderdale
ZEUS Data
[09/2006 - 09/2008]

Plan No.	Cov	Cal. Date	MEMBER				DEPENDENT							TOTAL		
			Lives	Premium	Claims	Volume	Units	SP	CH	SPCH	Premium	Claims	Volume	LR	Premium	Claims
327543	DEN	01/2008	443	\$0.00	\$0.00	\$0	271	76	28	167	\$0.00	\$0.00	\$0		\$0.00	\$0.00
		02/2008	443	\$22,650.50	\$5,757.60	\$0	271	76	29	166	\$19,486.88	\$11,981.07	\$0	42%	\$42,137.38	\$17,738.67
		03/2008	438	\$11,409.49	\$6,832.65	\$0	270	74	29	167	\$9,743.44	\$9,582.96	\$0	78%	\$21,152.93	\$16,415.61
		04/2008	437	\$10,816.25	\$4,163.30	\$0	267	73	28	166	\$9,202.91	\$9,338.23	\$0	67%	\$20,019.16	\$13,501.53
		05/2008	434	\$10,994.40	\$5,317.51	\$0	268	76	29	163	\$9,392.43	\$8,346.56	\$0	67%	\$20,386.83	\$13,664.07
		06/2008	434	\$11,002.88	\$6,860.50	\$0	269	78	28	163	\$9,457.81	\$8,918.99	\$0	77%	\$20,460.69	\$15,779.49
		07/2008	440	\$11,045.30	\$5,206.37	\$0	270	78	28	164	\$9,458.96	\$9,939.97	\$0	74%	\$20,504.26	\$15,146.34
		08/2008	437	\$11,254.67	\$5,106.43	\$0	269	78	28	163	\$9,698.18	\$9,110.41	\$0	68%	\$20,952.85	\$14,216.84
				3,506	\$89,173.49	\$39,244.36	\$0	2,155	609	227	1,319	\$76,440.61	\$67,218.19	\$0	64%	\$165,614.10
DENA		09/2006	449	\$1,691.25	\$6,217.21	\$0	274	76	31	167	\$0.00	\$7,890.22	\$0	834%	\$1,691.25	\$14,107.43
		10/2006	448	\$1,691.25	\$3,776.80	\$0	273	73	31	169	\$0.00	\$10,669.32	\$0	854%	\$1,691.25	\$14,446.12
		11/2006	455	\$1,680.00	\$8,542.90	\$0	276	75	30	171	\$0.00	\$14,648.34	\$0	1380%	\$1,680.00	\$23,191.24
		12/2006	455	\$1,752.45	\$5,135.44	\$0	277	74	29	174	\$0.00	\$4,848.31	\$0	570%	\$1,752.45	\$9,983.75
		01/2007	451	\$1,668.75	\$5,938.90	\$0	279	77	31	171	\$0.00	\$12,184.87	\$0	1086%	\$1,668.75	\$18,123.77
		02/2007	450	\$1,702.50	\$4,029.80	\$0	278	77	31	170	\$0.00	\$9,847.37	\$0	815%	\$1,702.50	\$13,877.17
		03/2007	449	\$1,655.10	\$5,759.50	\$0	279	79	31	169	\$0.00	\$9,817.23	\$0	941%	\$1,655.10	\$15,576.73
		04/2007	448	\$1,687.50	\$4,898.80	\$0	279	80	31	168	\$0.00	\$10,265.00	\$0	899%	\$1,687.50	\$15,163.80
		05/2007	463	\$1,687.50	\$9,293.69	\$0	283	80	31	172	\$0.00	\$9,188.65	\$0	1095%	\$1,687.50	\$18,482.34
		06/2007	461	\$1,776.45	\$6,086.80	\$0	284	81	32	171	\$0.00	\$8,679.44	\$0	831%	\$1,776.45	\$14,766.24
		07/2007	458	\$1,743.75	\$5,176.70	\$0	284	81	32	171	\$0.00	\$9,361.92	\$0	834%	\$1,743.75	\$14,538.62
		08/2007	456	\$1,686.17	\$6,842.10	\$0	283	79	32	172	\$0.00	\$9,418.30	\$0	964%	\$1,686.17	\$16,260.40
		09/2007	456	\$1,728.75	\$7,294.20	\$0	283	81	32	170	\$0.00	\$8,425.31	\$0	909%	\$1,728.75	\$15,719.51
		10/2007	454	\$1,657.50	\$7,705.30	\$0	281	80	32	169	\$0.00	\$7,632.46	\$0	925%	\$1,657.50	\$15,337.76
		11/2007	453	\$1,702.50	\$5,911.25	\$0	280	79	32	169	\$0.00	\$7,895.24	\$0	811%	\$1,702.50	\$13,806.49
		12/2007	450	\$1,695.00	\$7,272.47	\$0	278	78	32	168	\$0.00	\$7,822.70	\$0	891%	\$1,695.00	\$15,095.17
		01/2008	454	\$1,816.00	\$4,620.90	\$0	452	0	0	0	\$0.00	\$5,225.26	\$0	542%	\$1,816.00	\$9,846.16
		02/2008	0	-\$1,834.75	\$684.40	\$0	0	0	0	0	\$0.00	\$2,071.16	\$0	-150%	-\$1,834.75	\$2,755.56
03/2008	0	\$0.00	\$0.00	\$0	0	0	0	0	\$0.00	\$1,409.41	\$0		\$0.00	\$1,409.41		
04/2008	0	\$0.00	\$0.00	\$0	0	0	0	0	\$0.00	\$502.32	\$0		\$0.00	\$502.32		
05/2008	0	\$0.00	\$0.00	\$0	0	0	0	0	\$0.00	\$250.00	\$0		\$0.00	\$250.00		
06/2008	0	\$0.00	\$379.80	\$0	0	0	0	0	\$0.00	\$217.74	\$0		\$0.00	\$597.54		
		7,710	\$27,187.67	\$105,566.96	\$0	4,923	1,250	500	2,721	\$0.00	\$158,270.57	\$0	970%	\$27,187.67	\$263,837.53	
PLAN TOTALS:			\$116,361.16	\$144,811.32						\$76,440.61	\$225,488.76		192%	\$192,801.77	\$370,300.08	



Guardian Dental Census for Fort Lauderdale Fire Fighters

City of Fort Lauderdale							
Firefighter Census - 9/2008							
	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
1	ES	M	9241936	1011996	SPRING CITY	TN	37381
2	E	M	10161947	1011996	FT LAUDERDALE	FL	33316
3	Family	M	12071970	8021999	POMPANO BEACH	FL	33060
4	Family	M	8211950	1011996	DEERFIELD BEACH	FL	33441
5	Family	M	9071976	1302006	DEERFIELD BEACH	FL	33441
6	E	M	11181972	7142008	MIRAMAR	FL	33023
7	Family	M	11281967	3191998	COCONUT CREEK	FL	33073
8	ES	M	9241948	1011996	PEMBROKE PINES	FL	33024
9	Family	M	8051972	1011995	DAVID	FL	33325
10	E	F	11151977	2072000	HOLLYWOOD	FL	33021
11	Family	M	12011950	1011998	LANTANA	FL	33462
12	Family	M	4241969	7211997	BOYNTON BEACH	FL	33437
13	Family	M	2031974	8181999	SW RANCHES	FL	33331
14	Family	M	5281958	1011996	PORT ST LUCIE	FL	34983
15	Family	M	1081949	1011996	FT LAUDERDALE	FL	33309
16	ES	M	10051968	2072000	PLANTATION	FL	33324
17	Family	M	6211968	3241997	FT LAUDERDALE	FL	33308
18	Family	M	2011970	3161998	FT LAUDERDALE	FL	33306
19	E	M	6081969	5102005	COOPER CITY	FL	33026
20	Family	M	5211966	2072000	ROYAL PALM BEACH	FL	33414
21	Family	M	9231970	10072002	PEMBROKE PINES	FL	33025
22	Family	M	7171980	10162001	COOPER CITY	FL	33328
23	Family	M	4291977	8021999	HOLLYWOOD	FL	33024
24	Family	M	8281971	7211997	WESTON	FL	33331
25	E	M	3021944	1011996	FT LAUDERDALE	FL	33334
26	E	M	1011953	1011996	COOPER CITY	FL	33328
27	EC	M	1041950	1011996	LOXAHATCHEE	FL	33470
28	E	M	7111973	1302006	DEERFIELD BEACH	FL	33442
29	ES	M	4271986	11062006	NORTH LAUDERDALE	FL	33068
30	E	F	12011979	5152006	PEMBROKE PINES	FL	33028
31	Family	M	4221972	3161998	COCONUT CREEK	FL	33073
32	Family	M	1121962	1011996	LAKE WORTH	FL	33463
33	ES	M	2011945	1011998	HASTINGS	FL	32145
34	Family	M	3011963	10162001	MIAMI	FL	33165
35	E	M	1211980	2072000	PEMBROKE PINE	FL	33028
36	Family	M	11251966	1011996	LEBANON	VA	24266
37	Family	M	3011975	2072000	DAVIE	FL	33314
38	ES	M	1291951	2012003	FORT LAUDERDALE	FL	33308
39	EC	M	6221951	1011996	FT LAUDERDALE	FL	33306
40	Family	M	7221947	1011996	SUNRISE	FL	33323
41	Family	M	9301950	7051997	FT LAUDERDALE	FL	33312
42	Family	M	5171950	5152000	GRANT	FL	32949
43	Family	M	10271974	8021999	DAVIE	FL	33331
44	Family	F	6181973	2202002	HOLLYWOOD	FL	33021
45	Family	F	5181971	8021999	HOLLYWOOD	FL	33024
46	Family	M	6231947	1011996	JUPITER	FL	33478
47	Family	M	9261969	5102005	FT LAUDERDALE	FL	33308
48	EC	M	7201947	1011996	FT LAUDERDALE	FL	33312

Guardian Dental Census for Fort Lauderdale Fire Fighters

	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
49	Family	M	12281967	8021999	PEMBROKE PINES	FL	33026
50	Family	M	4151971	8021999	WELLINGTON	FL	33414
51	Family	M	4151977	8011999	PLANTATION	FL	33317
52	Family	M	9221961	2072000	FT LAUDERDALE	FL	33317
53	ES	M	7211945	1011996	FT LAUDERDALE	FL	33309
54	Family	M	1291950	1011996	DAVIE	FL	33324
55	Family	M	3101974	10072002	BOYNTON BEACH	FL	33436
56	Family	M	9081960	1011998	SUNRISE	FL	33351
57	Family	M	9271977	1302006	PEMBROKE PINES	FL	33028
58	Family	M	6211961	1011996	WEST PALM BEACH	FL	33412
59	Family	M	3111970	3241997	SUNRISE	FL	33313
60	Family	M	5151960	1011996	LIGHTHOUSE PT	FL	33064
61	E	M	9241979	5102005	DAVIE	FL	33314
62	E	M	3111968	8021999	CAROL CITY	FL	33055
63	Family	M	1071960	1011996	MIRAMAR	FL	33025
64	E	M	4181961	1011996	FT LAUDERDALE	FL	33311
65	E	M	7241970	2072000	MILTON MANORS	FL	33305
66	Family	M	4181963	1011996	PLANTATION	FL	33317
67	Family	M	11131961	1011996	JUPITER	FL	33478
68	Family	M	3231971	5152006	FT LAUDERDALE	FL	33308
69	Family	M	2131958	1011996	JUPITER	FL	33478
70	Family	M	4271974	5101999	DAVIE	FL	33325
71	E	M	10091971	7061998	COOPER CITY	FL	33330
72	Family	M	2011964	1011998	PALM CITY	FL	34990
73	Family	M	2141954	1011996	PLANTATION	FL	33317
74	ES	M	4261981	5142007	BOYNTON BEACH	FL	33426
75	E	M	6091958	1011996	POMPANO BEACH	FL	33069
76	ES	M	8241963	1011996	OAKLAND PARK	FL	33334
77	Family	M	11121960	2072000	FT LAUDERDALE	FL	33312
78	Family	M	10061957	4242003	MIRAMAR	FL	33029
79	Family	M	2101962	1011996	HOLLYWOOD	FL	33021
80	E	M	8271956	1011996	LAUDERHILL	FL	33313
81	Family	M	1191973	2072000	DAVIE	FL	33328
82	ES	M	10281961	4291996	FT LAUDERDALE	FL	33305
83	E	M	9141979	5102005	SUNRISE	FL	33323
84	Family	M	9011957	1011996	FT LAUDERDALE	FL	33309
85	ES	M	11131959	1011996	CORAL SPRINGS	FL	33065
86	E	M	5311957	1011996	COOPER CITY	FL	33026
87	ES	M	3211973	8021999	PEMBROKE PINES	FL	33024
88	Family	M	7221961	1011996	PEMBROKES PINES	FL	33029
89	ES	M	1211938	1011996	OCALA	FL	34471
90	Family	M	3121968	6101996	MIAMI	FL	33193
91	E	M	10181984	5152006	BOCA RATON	FL	33428
92	ES	M	5171975	2072000	PLANTATION	FL	33324
93	Family	M	2281948	1011996			
94	Family	M	5051950	1011996	ROYAL PALM BEACH	FL	33411
95	Family	M	12101974	3161998	PARKLAND	FL	33067
96	ES	M	2041976	7061998	CORAL SPRINGS	FL	33065
97	E	M	6151975	11062006	HOLLYWOOD	FL	33020
98	E	M	1011949	1011998	FORT LAUDERDALE	FL	33315
99	Family	M	10161974	8142000	PEMBROKE PINES	FL	33024

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	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
100	Family	M	7111971	8241996	PEMBROKE PINES	FL	33025
101	Family	M	3181955	2072000	HOLLYWOOD	FL	33020
102	E	F	7281982	5102005	COOPER CITY	FL	33328
103	ES	M	1221964	3161998	HOLLYWOOD	FL	33021
104	ES	M	3131946	1011996	DANIA	FL	33004
105	EC	M	4291978	2072000	PLANTATION	FL	33317
106	E	M	4171972	10072002	BOCA RATON	FL	33486
107	E	F	7051943	6012006	ROCKLEDGE	FL	32955
108	E	M	7171967	8021999	CORAL SPRINGS	FL	33076
109	Family	M	2111974	5142007	DEL RAY BEACH	FL	33484
110	E	M	4301965	7142008	BOCA RATON	FL	33486
111	Family	M	8041970	7071997	PLANTATION	FL	33324
112	ES	M	11201940	1011996	NAPLES	FL	34114
113	E	M	5161952	6011996	TAMARAC	FL	33321
114	E	M	8311982	4242003	DAVIS	FL	33314
115	E	M	1171985	11062006	PLANTATION	FL	33322
116	Family	M	11231976	2122001	PEMBROKE PINES	FL	33028
117	E	M	12171981	1302006	SOUTHWEST RANCHES	FL	33332
118	E	M	8301975	8021999	MIAMI	FL	33165
119	E	M	10291984	5102005	DAVIE	FL	33314
120	Family	F	7141959	8021999	FR LAUDERDALE	FL	33312
121	ES	M	11171961	1011996	SUNRISE	FL	33351
122	Family	M	6191969	1011996	ROYAL PALM BEACH	FL	33411
123	Family	M	2191966	1011996	FT LAUDERDALE	FL	33308
124	ES	M	1261979	2072000	TAMARAC	FL	33321
125	EC	F	6081972	8181999	LAKE WORTH	FL	33467-7635
126	E	M	3301986	5142007	PLANTATION	FL	33317
127	Family	M	4201961	1011996	FT LAUDERDALE	FL	33326
128	Family	M	7241947	1011996	HOBE SOUND	FL	33455
129	Family	M	11241979	10072002	PEMBROKE PINES	FL	33024
130	E	M	12271985	2112008	MIAMI LAKES	FL	33016
131	Family	M	2131968	2152000	ROYAL PALM BEACH	FL	33411
132	Family	M	4011967	8021999	DELRAY BEACH	FL	33444
133	Family	M	6221969	1011996	FT LAUDERDALE	FL	33334
134	E	M	12161945	1011996	MOUNTAIN CITY	TN	37683
135	Family	M	3171950	1011996	HOLLYWOOD	FL	33021
136	ES	M	6171947	2142000	SPRING HILL	TN	37174
137	E	M	3021973	8021999	DAVIE	FL	33328
138	ES	M	10191969	1011996	WILTON MANORS	FL	33305
139	Family	M	8061973	7071997	LBS	FL	33308
140	Family	M	8061950	1011996	PLANTATION	FL	33322
141	Family	M	8221968	1011996	OAKLAND PARK	FL	33334
142	Family	M	3051965	1011997	FT LAUDERDALE	FL	33326
143	E	M	12231973	3161998	HOLLYWOOD	FL	33021
144	ES	M	7151969	2072000	POMPANA BEACH	FL	33062
145	Family	M	9091959	1011996	PLANTATION	FL	33317
146	ES	M	2101972	8142000	FT ST LUCIE	FL	34986
147	Family	M	12291967	1011996	POMPANO BEACH	FL	33064
148	Family	M	1241960	7071997	CORAL SPRINGS	FL	33076
149	Family	M	2131970	11231996	PEMBROKE PINES	FL	33028
150	E	M	9171957	1011996	LIGHTHOUSE PT	FL	33064

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	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
151	Family	M	6261975	2091999	PEMBROKE PINES	FL	33026
152	Family	M	7301965	7071997	PT ST LUCIE	FL	34983
153	ES	M	11131976	8021999	MIAMI	FL	33165
154	Family	M	7251959	1011996	NORTH PALM BEACH	FL	33408
155	E	M	12101969	8021999	MIAMI	FL	33176
156	E	M	11011963	1011998	COCONUT GROVE	FL	33133
157	Family	F	10271965	1011996	PLANTATION	FL	33317
158	Family	M	11021965	3241997	BOYNTON BEACH	FL	33435
159	Family	M	1151970	6011996	PALM BEACH GARDEN	FL	33418
160	Family	M	1181956	1011996	WELLINGTON	FL	33414
161	Family	M	4031977	11062006	DEERFIELD BEACH	FL	33441
162	Family	M	3161966	8021999	LAKE WORTH	FL	33467
163	E	M	1061966	1011996			
164	Family	M	2181966	7071997	FT LAUDERDALE	FL	33312
165	E	M	1301960	5011996	MIAMI	FL	33056
166	E	M	7111974	8021999	TAMARAC	FL	33321
167	Family	M	8051965	1011996	PORT ST LUCIE	FL	34953
168	Family	M	11091959	1011996	BOCA RATON	FL	33498
169	E	M	7121980	5102005	FT LAUDERDALE	FL	33312
170	Family	M	1121971	10072002	MIAMI	FL	33147
171	Family	M	5211970	2072000	SUNRISE	FL	33323
172	Family	M	7201969	5101999	MIAMI	FL	33166
173	ES	M	6121975	2132001	PEMBROKE PINES	FL	33024
174	E	M	8221978	8142000	COOPER CITY	FL	33328
175	ES	M	2191983	5142007	SOUTHWEST RANCHES	FL	33331
176	Family	M	5181982	10072002	WEST PALM BEACH	FL	33411
177	E	M	5121981	7142008	MARGATE	FL	33063
178	EC	M	10081974	10072002	TAVERNIER	FL	33070
179	Family	M	4041943	1011996	POMPANY BEACH	FL	33064
180	Family	M	5211965	8142000	CORAL SPRINGS	FL	33065
181	Family	M	5241959	1011996	OAKLAND PARK	FL	33309
182	EC	F	10161973	1011996	FT PIERCE	FL	34982
183	Family	M	6041951	1011996	FT LAUDERDALE	FL	33315
184	E	M	6231982	11062006	DAVIE	FL	33314
185	ES	M	12171974	3161998	WESTON	FL	33331
186	E	M	2021949	1132000	DAVIE	FL	33330
187	Family	M	11171949	1011996	FT LAUDERDALE	FL	33309
188	E	M	12141972	1011996	BOYNTON BEACH	FL	33426
189	EC	F	7311966	1011996	CORAL SPRINGS	FL	33071
190	E	M	10081973	11062006	SUNRISE	FL	33351
191	ES	M	4201982	5092005	TAMARAC	FL	33321
192	Family	M	9141966	8181999	MIAMI	FL	33157
193	Family	M	1011977	8021999	DEERFIELD BEACH	FL	33441
194	Family	M	1111949	1011996	PALM BEACH	FL	33412
195	Family	M	10171975	10072002	PALM BEACH GARDENS	FL	33410
196	Family	M	2171945	1011996	APOPKA	FL	32703
197	Family	M	9011972	1011996	DAVIE	FL	33330-4685
198	Family	M	7011957	1011998	W PALM BEACH	FL	33411
199	Family	M	9201951	1011996	JUPITER	FL	33476
200	E	M	3131969	8021999	SUNRISE	FL	33313
201	E	M	4071966	2072000	POMPANO BEACH	FL	33069

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	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
202	E	M	9131984	5152006	ROYAL PALM BEACH	FL	33411
203	E	M	2261974	1302006	FT LAUDERDALE	FL	33316
204	Family	F	5161950	1011997	FT LAUDERDALE	FL	33311
205	Family	M	11241980	5152006	TAMARAC	FL	33321
206	Family	M	12291975	10162001	DAVIE	FL	33325
207	Family	M	1071969	10072002	FT LAUDERDALE	FL	33312
208	E	M	6221979	5102005	MIRAMAR	FL	33027
209	Family	M	10251972	3181998	TAMARAC	FL	33321
210	E	M	5171968	2091999	WILTON MANORS	FL	33308
211	Family	M	3181973	3161998	LOXAHATCHEE	FL	33470
212	Family	M	2121944	1011996	PALM BEACH	FL	33060
213	ES	M	2031942	1011996	HOBE SOUND	FL	33455
214	E	M	1251985	5152006	FT LAUDERDALE	FL	33316
215	E	M	7081983	7142008	CORAL SPRINGS	FL	33071
216	Family	M	9151962	8142000	BOCA RATON	FL	33496
217	ES	M	1021980	1302006	CORAL SPRINGS	FL	33071
218	E	F	11151969	2202002	DAVIE	FL	33325
219	Family	M	10151941	1011996	DAVIE	FL	33314
220	Family	M	11091972	10162001	MARGATE	FL	33063
221	Family	M	8041944	1011996	OAKLAND PARK	FL	33308
222	E	M	9191943	6011996	SAVANNAH	TN	38372
223	E	F	3251963	6011996	OAKLAND PARK	FL	33309
224	ES	M	9011942	1011996	DAVIE	FL	33331
225	Family	M	5011960	1011998	PALM BCH GARDENS	FL	33418
226	Family	M	6301962	1011996	COCONUT CREEK	FL	33066
227	ES	M	10221944	1011996	MARATHON	FL	33050
228	E	M	9021976	8181999	POMPANO BEACH	FL	33064
229	Family	M	10241958	2072000	W PALM BEACH	FL	33413-3477
230	Family	M	10201964	1011996	JUPITER	FL	33478
231	Family	M	8081958	1011996	FT LAUDERDALE	FL	33306
232	Family	M	11041958	1011996	FT LAUDERDALE	FL	33334
233	Family	M	5281957	8021999	DAVIE	FL	33328
234	ES	M	6041958	1011997	WILTON MANORS	FL	33305
235	Family	M	3091961	8021999	PORT SAINT LUCY	FL	34953
236	Family	M	1081959	8021999	WILTON MANORS	FL	33334
237	Family	M	11041958	1011998	WILTON MANOR	FL	33305
238	ES	M	2251968	8021999	HIALEAH	FL	33012
239	Family	M	11171961	1011996	FT LAUDERDALE	FL	33316
240	Family	F	10041961	1011996	HOLLYWOOD	FL	33024
241	E	M	12291970	8142000	PEMBROKE PINES	FL	33024
242	Family	M	2111972	11062006	HOLLYWOOD	FL	33024
243	Family	M	12011966	1011996	LAUDERHILL	FL	33319
244	Family	M	9091970	2132001	MIAMI	FL	33143
245	E	M	11161980	2112008	MIAMI	FL	33055
246	Family	M	1301972	8021999	WELLINGTON	FL	33414
247	Family	M	4201963	1011996	FT LAUDERDALE	FL	33306
248	Family	M	10191959	1011996	MIAMI	FL	33157
249	Family	M	9091965	2202002	SUNRISE	FL	33323
250	Family	M	7211955	1011996	FT LAUDERDALE	FL	33312
251	Family	M	8241970	7061998	PEMBROKE PINES	FL	33024
252	Family	M	2281969	7061998	PLANTATION	FL	33324

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	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
253	Family	M	12091974	8021999	WELLINGTON	FL	33414
254	Family	M	11281965	8132000	BOYNTON BEACH	FL	33436
255	Family	M	12021952	1011996	PLANTATION	FL	33317
256	Family	M	8101955	1011996	CORAL SPRINGS	FL	33067
257	ES	F	12171971	1302006	FT LAUDERDALE	FL	33304
258	EC	M	8151965	1011996	FT LAUDERDALE	FL	33311
259	EC	F	3011977	8021999	COOPER CITY	FL	33330
260	Family	M	4061973	8011997	PEMBROKE PINES	FL	33029
261	E	M	3051977	8021999	PEMBROKE PINES	FL	33026
262	ES		1101966				
263	Family	M	5061956	1011996	PLANTATION	FL	33323
264	ES	M	4021959	7071997	DEERFIELD BEACH	FL	33441
265	Family	M	10071950	1011996	PEMBROKE PINES	FL	33026
266	E	F	10071963	1291996	OAKLAND PARK	FL	33309
267	EC	M	12271967	5102005	BOYNTON BEACH	FL	33436
268	Family	M	9111968	8021999	PLANTAION	FL	33317
269	Family	M	12071949	1011996	POMPANO BEACH	FL	33062
270	E	M	5081960	1011998	W PALM BEACH	FL	33411
271	E	M	12241974	4242003	CORAL SPRINGS	FL	33065
272	Family	M	9131955	2072000	BOCA RATON	FL	33486
273	Family	M	2041956	1011996	PLANTATION	FL	33317
274	E	F	11051980	5152006	PEMBROKE PINES	FL	33024
275	E	M	4061982	5102005	MIAMI	FL	33186
276	ES	M	3191945	2012000	FORT LAUDERDALE	FL	33308
277	E	M	10081977	4242003	NORTH LAUDERDALE	FL	33068
278	ES	M	12051949	1011996	POMPANO BEACH	FL	33060
279	Family	M	8041947	1011996	LAKE CITY	FL	32056
280	Family	M	10241945	1011996	POMPANO BEACH	FL	33073
281	Family	M	6211951	1011996	ROYAL PALM BEACH	FL	33412
282	Family	M	4251946	1011996	STUART	FL	34997
283	E	M	1121983	7142008	FORT LAUDERDALE	FL	33304
284	Family	M	7141945	1011996	GAINESVILLE	FL	32606
285	Family	M	10071971	8021999	TAMARAC	FL	33321
286	Family	M	1031975	7061998	PEMBROKE PINES	FL	33029
287	E	M	9051971	8142000	PLANTATION	FL	33323
288	Family	M	4231970	5142007	DAVIE	FL	33314
289	Family	M	6121946	1011996	DUNNELLON	FL	34431
290	Family	M	1111946	1011996	FT LAUDERDALE	FL	33311
291	Family	M	6301966	7211997	CERAL SPRINGS	FL	33071
292	E	M	6021972	1011996	POMPANO BEACH	FL	33060
293	EC	F	2281973	8021999	BOCA RATON	FL	33428
294	ES	M	12051943	1011996	CLEWISTON	FL	33440
295	Family	M	12031948	1011996	FERNANDINA	FL	32034
296	E	M	6181982	10072002	DAVIE	FL	33331
297	E	M	7211980	10072002	CORAL SPRINGS	FL	33065
298	Family	M	5051981	5102005	OAKLAND PARK	FL	33334
299	Family	F	5041960	1011996	DANIA	FL	33009
300	Family	M	6171949	1011996	FT LAUDERDALE	FL	33306
301	EC	M	10211973	2072000	MIAMI	FL	33138
302	Family	M	1231949	1011998	CORAL SPRINGS	FL	33071
303	E	M	5191978	1302006	FT LAUDERDALE	FL	33334

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	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
304	EC	F	4091970	1011996	PARKLAND	FL	33067
305	Family	M	12231946	1011996	PEMBROKE PINES	FL	33024
306	E	M	8261985	7142008	PEMBROKE PINES	FL	33024
307	E	M	7181970	7142008	LAKE WORTH	FL	33467
308	Family	M	8141949	1011996	PLANTATION	FL	33323
309	ES		12111949				
310	E	M	5251956	1011996	LIGHTHOUSE POINT	FL	33064
311	E	M	7211968	1011996	FT LAUDERDALE	FL	33312
312	Family	M	12111947	1011996	TAMARAC	FL	33319
313	Family	M	3141975	5101999	CORAL SPRINGS	FL	33071
314	Family	M	11191982	10082002	PEMBROKE PINES	FL	33023
315	Family	M	7121968	2091999	DAVIE	FL	33331
316	Family	M	10071970	1302006	PARKLAND	FL	33067
317	E	M	10261983	1302006	BOCA RATON	FL	33498
318	E	F	1011981	11062006	PLANTATION	FL	33322
319	Family	M	12161976	10162001	SUNRISE	FL	33323
320	E	F	12291984	5142007	FORT LAUDERDALE	FL	33312
321	ES	M	8221967	1011996	SUNRISE	FL	33351
322	Family	M	8101943	1011996	FT LAUDERDALE	FL	33305
323	Family	M	11141943	1011996	PAGOSA SPRINGS	CO	81147
324	Family	M	11071953	1011996	DAVIE	FL	33314
325	Family	M	10061940	1011996	FT LAUDERDALE	FL	33331
326	Family	M	7121974	5152006	LAKE WORTH	FL	33467
327	E	M	12221971	8142000	PEMBROKE PINES	FL	33026
328	E	M	1021984	1302006	WESTON	FL	33326
329	Family	M	6281951	1011996	FT LAUDERDALE	FL	33334
330	ES	M	1261969	1011996	WEST PALM BEACH	FL	33411
331	E	M	11081964	1011996	JUPITER	FL	33478
332	Family	M	2031969	8021999	HOLLYWOOD	FL	33021
333	ES	M	1121963	4011996	SUNRISE	FL	33323
334	E	M	8081971	3161998	PEMBROKE PINES	FL	33024
335	ES	F	1121958	1011996	BOCA RATON	FL	33428
336	Family	M	1021966	2091999	BOCA RATON	FL	33486
337	Family	M	3151968	1011996	HOLLYWOOD	FL	33024
338	E	F	8291978	10072002	MARGATE	FL	33063
339	EC	M	3011963	1011998	JUPITER	FL	33478
340	ES	M	7301965	1011996	MIAMI	FL	33193-5237
341	Family	M	12201955	1011996	LAKE WORTH	FL	33467-6244
342	Family	M	10301956	11011996	ISLAMORADA	FL	33036
343	E	M	2171961	1011996	W PALM BEACH	FL	33412
344	E	M	11181975	2072000	MARGATE	FL	33063
345	E	M	5131965	3161998	MIAMI	FL	33183
346	E	M	7231975	7071997	MARGATE	FL	33063
347	Family	M	9211973	8021999	COOPER CITY	FL	33330
348	ES	M	11281950	1011996	JUPITER	FL	33478
349	Family	M	7111954	1011996	HOBE SOUND	FL	33455
350	E	M	8251978	4242003	LOXAHATCHEE	FL	33470
351	Family	M	11161965	1011996	STUART	FL	34997
352	E	M	3011964	1011998	DEERFEILD BEACH	FL	33442
353	Family	M	8161968	8021999	JUPITER	FL	33478
354	ES	M	2261945	1011996	FT LAUDERDALE	FL	33308

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	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
355	Family	M	7311976	2072000	HIALEAH	FL	33012
356	Family	M	8081976	5152006	MARGATE	FL	33063
357	ES	M	3071978	10072002	DEERFIELD BEACH	FL	33441
358	Family	M	8281971	7071997	MIAMI	FL	33177
359	EC	M	2151972	2072000	ROYAL PALM BEACH	FL	33411
360	ES	M	8261978	5142007	ROYAL PALM BEACH	FL	33411
361	EC	M	5031976	8021999	BOYNTON BEACH	FL	33462
362	Family	M	8271970	1011996	BOCA RATON	FL	33486
363	E	M	3251960	1011996	TAMARAC	FL	33321
364	EC	M	3091971	7142008	MIAMI GARDENS	FL	33167
365	Family	M	11111970	6011996	PEMBROKE PINES	FL	33026
366	Family	M	11111964	1011996	NORTH PALM BEACH	FL	33408
367	Family	M	3191980	10072002	BOYNTON BEACH	FL	33436
368	ES	F	4031962	1011996	DAVIE	FL	33325
369	Family	M	4271966	2072000	FT LAUDERDALE	FL	33334
370	Family	M	2271970	9011996	DAVIE	FL	33325
371	E	M	12121982	5152006	COOPER CITY	FL	33328
372	Family	M	4301946	2072000	WILTON MANOR	FL	33305
373	Family	F	3071975	10072002	HOLLYWOOD	FL	33021
374	Family	M	12281946	1011996	FT LAUDERDALE	FL	33309
375	ES	M	1291943	1011996	JUPITER	FL	33478
376	ES	M	7011946	1011996	TAMARAC	FL	33321
377	Family	M	11221944	1011996	PARKLAND	FL	33067
378	E	M	7231985	5142007	COOPER CITY	FL	33026
379	E	M	2221984	5142007	MARGATE	FL	33068
380	E	F	9051966	1011996	W PALM BEACH	FL	33411
381	Family	M	1061977	2072000	PLANTATION	FL	33317
382	E	M	1011976	5142007	DEERFIELD BEACH	FL	33441
383	Family	M	7031956	7071997	MIAMI	FL	33169
384	Family	M	12181972	5152006	OAKLAND PARK	FL	33334
385	Family	F	5151969	8021999	LOXAHATCHEE	FL	33470
386	Family	M	7171956	1011996	WELLINGTON	FL	33414
387	ES	M	3031957	1011996	WEST PALM BEACH	FL	33411
388	Family	M	6241955	10012005	TALLAHASSEE	FL	32312
389	Family	M	9191970	8021999	HOLLYWOOD	FL	33021
390	E	M	1051986	7142008	MIAMI	FL	33196
391	E	M	6161981	2132001	COOPER CITY	FL	33528
392	Family	M	3311955	1011996	LOXAHATCHEE	FL	33470
393	E	M	12141974	1302006	PLANTATION	FL	33317
394	E	M	2171973	11062006	PLANTATION	FL	33322
395	E	M	5281972	10162001	PLANTATION	FL	33324
396	ES	M	2051948	1011996	WEST PALM BEACH	FL	33417
397	Family	M	10231971	3161998	HOLLYWOOD	FL	33020
398	Family	M	5091973	5152006	PERRYBROKE PINES	FL	33025
399	E	M	3311977	5102005	LAUDERHILL	FL	33319
400	Family	M	5201968	6011996	POMPANO BEACH	FL	33062
401	E	M	2081963	1011996			
402	Family	M	3101969	8021999	JUPITER	FL	33458
403	ES	M	3251960	1011996	HOLLYWOOD	FL	33020
404	Family	M	3051960	1011996	TAMARAC	FL	33321
405	E	F	1261960	7071997	W PALM BCH	FL	33407

Guardian Dental Census for Fort Lauderdale Fire Fighters

	Coverage	SEX	DOB	Effc Date	CITY	ST	ZIP
406	Family	M	7201972	8021999	FT LAUDERDALE	FL	33324
407	E	M	3061977	8021999	CORAL SPRINGS	FL	33071
408	Family	M	9301959	1011996	HIGH SPRINGS	FL	32643
409	EC	M	4061963	1011996	COCONUT CREEK	FL	33063
410	Family	M	8251961	1011996	POMPANO BEACH	FL	33069
411	Family	M	5221963	8142000	MIAMI	FL	33189
412	ES	M	4171962	1011998	NEW SMYRNA BEACH	FL	32169
413	E	M	9281971	7071997	MARGATE	FL	33068
414	Family	M	2241967	1011996	CLEWISTON	FL	33440
415	E	M	5281981	10072002	NORTH MIAMI BEACH	FL	33162
416	Family	M	2011961	1011998	W PALM BEACH	FL	33411
417	Family	M	3201959	1011996	ROYAL PALM BEACH	FL	33470
418	EC	M	9141957	1011996	COCONUT CREEK	FL	33066
419	Family	M	7231965	1011996	PALM CITY	FL	34990
420	Family	M	6251961	5102005	POMPANO BEACH	FL	33069
421	Family	M	5041980	5142007	MARGATE	FL	33063
422	E	F	6041969	8021999	PEMBBOKE PINES	FL	33025
423	Family	M	10071963	3161998	JENSEN BEACH	FL	34957
424	Family	M	3041966	1011996	JUPITER	FL	33478
425	Family	M	7311963	1011996	WEST PALM BEACH	FL	33412
426	Family	M	1091971	8021999	WEST PALM BEACH	FL	33406
427	Family	M	3131955	1011996	MARGATE	FL	33068
428	Family	M	10041973	7081998	SUNRISE	FL	33313
429	Family	M	5141957	1011996	PORT ORANGE	FL	32128
430	Family	M	2181961	3161998	MARGATE	FL	33063
431	E	M	5041980	5102005	FT LAUDERDALE	FL	33308
	(E) Employee = 110						
	(ES) Employee + Spouse = 59						
	(EC) Employee + Child(ren) = 20						
	Family = 244						

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2008, by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as the "Covered Entity" or "City") and _____, a Florida corporation authorized to transact business in the State of Florida (hereinafter referred to as "Business Associate").

WHEREAS, the Covered Entity and the Business Associate have established a business relationship in which Business Associate, acting for or on behalf of Covered Entity but not as a health care provider, receives Personal Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 ("Act"); and

WHEREAS, the Covered Entity and the Business Associate desire to comply with the requirements of the Act's Privacy Rule as further set out below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Covered Entity and the Business Associate agree as follows:

1. Definitions

a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules, as codified in 45 Code of Federal Regulations Parts 160 through 164, as may be amended.

2. Obligations and Activities of Business Associate

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, if the Business Associate has Protected Health Information in a Designated Record Set.

g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, in a reasonable time and manner, if Business Associate has Protected Health Information in a Designated Record Set.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, within ten (10) business days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.i of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the _____

Agreement between the City of Fort Lauderdale and the Business Associate (“Original Contract”), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

5. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to

in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. Permissible Requests by Covered Entity

a. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate if required by the terms of the Original Contract.

7. Term and Termination

a. The Term of this Agreement shall be effective as of the effective date of the Original Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, or if it is illegal to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Original Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this Agreement and the Original Contract if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return, or destroy, except as prohibited by the Florida public records law, all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information

that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate's return or destruction of the Protected Health Information would be infeasible or illegal, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible or illegal. Upon Covered Entity's counsel's concurrence that return or destruction of the Protected Health Information would be infeasible or illegal, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible or illegal, for so long as Business Associate maintains such Protected Health Information. At all times Business Associate shall comply with the Florida public records law and exemptions therefrom, and applicable Florida records retention requirements.

8. Miscellaneous

a. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended or revised.

b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

c. The respective rights and obligations of Business Associate under Sections 7(c)(1) and 7(c)(2) of this Agreement shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

e. Business Associate shall indemnify, hold harmless, and defend, at Business Associate's expense, counsel being subject to Covered Entity's approval, the Covered Entity, and the Covered Entity's officers, employees, and agents, ("indemnitees"), against any and all claims, actions, lawsuits, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, incurred by any of the indemnitees, and all liability to third parties, including the United States Government, arising out of or in connection with Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or any act or omission by Business Associate or by any of Business Associate's officers, employees, agents, or subcontractors, including Business Associate's failure to perform any of its obligations under the Privacy and Security Rules. Business Associate shall pay any and all expenses, fines, judgments, and penalties, including court costs and attorney

fees, which may be imposed upon any of the indemnitees resulting from or arising out of Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or other act or omission.

f. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida, with appellate jurisdiction in the respective corresponding appellate tribunals.

IN WITNESS WHEREOF, the City of Fort Lauderdale and _____, execute this Business Associate Agreement as follows:

CITY OF FORT LAUDERDALE

By: Director
Procurement Services Dept.

Approved as to form:

Assistant City Attorney

Vendors name:

WITNESSES:

By: President

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF _____ :
COUNTY OF _____ :

The foregoing Business Associate Agreement was acknowledged before me this day of _____, 2006, by _____ as President, and _____, as Secretary, for _____ (Vendors Name)

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification

Type of Identification Produced

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Question and Answers for Bid #195-10140 - Group Dental Plans for Fire Fighters

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.