

**SERIAL 12007 S      EMPLOYEE PRE-PAID DENTAL SERVICES**

**DATE OF LAST REVISION: September 24, 2015**

**CONTRACT END DATE: June 30, 2019**

**CONTRACT PERIOD THROUGH JUNE 30, ~~2016~~ 2019**

TO:                    All Departments

FROM:                Office of Procurement Services

SUBJECT:            Contract for **EMPLOYEE PRE-PAID DENTAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 12, 2012 (Eff. 07/01/13)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

**SD/mm**  
Attach

Copy to:            Office of Procurement Services  
Chris Bradley, Employee Benefits and Health  
Meg Blankenship, Employee Benefits and Health

(Please remove Serial 06020-S from your contract notebooks)



## CONTRACT PURSUANT TO BID

SERIAL 12007-S

This Contract is entered into this 12<sup>TH</sup> day of September 2012 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and CIGNA Dental Health Plan of Arizona, an Arizona corporation (“Contractor”) for the purchase of EMPLOYEE PRE-PAID DENTAL SERVICES.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Three (3) year, beginning on the 1<sup>st</sup> day of July, 2013 and ending the 30<sup>th</sup> day of June, ~~2016~~ **2019**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of THREE (3) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted one hundred and eighty (180) days prior to the current Contract expiration date. Requests for adjustment in cost shall not exceed the cap rates for years 4, 5 and 6 must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A”.
- 3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

### 3.3 INVOICES:

3.3.1 The Contractor shall submit their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- Invoice number and date
- Payment terms
- Date of service
- Quantity
- Contract Item number(s)
- Description of service provided

- Pricing per unit of service
- Extended price
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/))
- 3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**4.0 AVAILABILITY OF FUNDS:**

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**5.0 DUTIES:**

- 5.1 The Contractor shall perform all duties stated in Exhibit "B" (General Scope of Services) and Exhibit B-1 (Plan Design) or as otherwise directed in writing by the Procurement Officer.

**6.0 TERMS and CONDITIONS:**

**6.1 INDEMNIFICATION:**

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County or the County's portion to any joint negligence with Contractor.

6.2 INSURANCE REQUIREMENTS:

6.2.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County**

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

**Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or**

**modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**

6.2.10 Automobile Liability.

**Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.**

6.2.11 Workers' Compensation.

**6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 **Errors and Omissions (Professional Liability) Insurance.**

**Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the CONTRACTOR, with limits of no less than \$2,000,000 for each claim.**

6.2.13 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Purchasing Services Department  
Attn: Chief Purchasing Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

CIGNA Dental Health Plan of Arizona  
Attn: Stephanie Gorman  
900 Cottage Grove Road  
Hartford CT. 06152

6.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum).

6.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.6 TERMINATION FOR DEFAULT:

6.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**6.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**6.8 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**6.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**6.10 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

**6.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**6.12 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**6.13 RETENTION OF RECORDS:**

6.13.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.13.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**6.14 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**6.15 ALTERNATIVE DISPUTE RESOLUTION:**

6.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.15.1.1 Render a decision;

6.15.1.2 Notify the parties that the exhibits are available for retrieval; and

6.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**6.16 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**6.17 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.21 CONTRACTOR LICENSE REQUIREMENT:

6.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials

Management and the using agency of any and all changes concerning permits, insurance or licenses.

**6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

6.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**6.23 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**6.24 INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.24.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.24.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.26 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.27.1 Exhibit A, Pricing;
- 6.27.2 Exhibit B, (Scope of Services)
- 6.27.3 Exhibit B-1 (Plan Design)
- 6.27.4 Exhibit C, HIPAA (Business Associate Agreement)

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Stephanie Gorman

AUTHORIZED SIGNATURE

STEPHANIE GORMAN, PRESIDENT § GM

PRINTED NAME AND TITLE

25500 N. NORTERRA, PHX, AZ 85085

ADDRESS

9.4.12

DATE

MARICOPA COUNTY

May W Wilson

CHAIRMAN, BOARD OF SUPERVISORS

SEP 24 2012  
DATE

ATTESTED:

Ann Mulcahy  
CLERK OF THE BOARD 09/12/12

SEP 24 2012  
DATE

APPROVED AS TO FORM:

O Smit  
LEGAL COUNSEL

9/18/12  
DATE

**EXHIBIT A**

**PRICING**

SERIAL 12007-S

PRICING SHEET: NIGP 94828

|                        |   |
|------------------------|---|
| BIDDER NAME:           | <u>Cigna Healthcare</u>   |
| VENDOR # :             | <u>2011001696 1</u>   |
| BIDDER ADDRESS:        | <u>25500 N. Norterra Dr., Phoenix, AZ 85085</u>                                 |
| P.O. ADDRESS:          | <u></u>   |
| BIDDER PHONE #:        | <u>623.277.2413</u>   |
| BIDDER FAX #:          | <u>623.277.2413</u>   |
| COMPANY WEB SITE:      | <u><a href="http://www.cigna.com">www.cigna.com</a></u>                         |
| COMPANY CONTACT (REP): | <u>Ray Brandenburg</u>  |
| E-MAIL ADDRESS (REP):  | <u><a href="mailto:ray.brandenburg@cigna.com">ray.brandenburg@cigna.com</a></u> |

PAYMENT TERMS:

NET RB

**1.0 PRICING:**

**1.1 Pricing:**

**Per Employee / Per Month Costs**

| Calendar/Plan Year   | Employee<br>Only | Employee +<br>Spouse | Employee +<br>Children | Employee +<br>Family |
|----------------------|------------------|----------------------|------------------------|----------------------|
| <b>2013</b>          | <u>\$7.99</u>    | <u>\$13.51</u>       | <u>\$18.72</u>         | <u>\$22.03</u>       |
| <b>2014</b>          | <u>\$7.99</u>    | <u>\$13.51</u>       | <u>\$18.72</u>         | <u>\$22.03</u>       |
| <b>2015</b>          | <u>\$7.99</u>    | <u>\$13.51</u>       | <u>\$18.72</u>         | <u>\$22.03</u>       |
| <br><b>Rate Caps</b> |                  |                      |                        |                      |
| <b>2016</b>          | 4% <b>8.31</b>   | 4% <b>14.05</b>      | 4% <b>19.46</b>        | 4% <b>22.91</b>      |
| <b>2017</b>          | 4% <b>8.64</b>   | 4% <b>14.61</b>      | 4% <b>20.24</b>        | 4% <b>23.83</b>      |
| <b>2018</b>          | 4% <b>8.98</b>   | 4% <b>15.21</b>      | 4% <b>21.04</b>        | 4% <b>24.78</b>      |

**EXHIBIT B****(GENERAL SCOPE OF SERVICES)****1.0 INTENT:**

It is the intent of this contract to provide a fully insured prepaid dental plan with coverage commencing July 1, 2013 to cover employees throughout Maricopa County.

**2.1 Scope of Services**

- 2.1.1 Contract effective date will be 7/1/2013. Rates shall be pre-determined for at least the first 3 contract years. (The rates need not necessarily be the same for all 3 years).
- 2.1.2 The policies or contract's rate change date and anniversary shall fall on July 1st. All contract or benefit changes shall only occur on this date unless previously agreed to in writing by all parties.
- 2.1.3 Written, 9-month rate change notification including any major plan change including but not limited to, benefit plan design (co-pay schedule) and provider network shall be given prior to the anniversary dates for years 4, 5, 6 and shall include supporting documentation. The first notification is due October 1, 2015 for year 4 of the contract (2016). Preliminary, non-binding renewal projections to assist the County in the budgetary process shall be provided as requested.
- 2.1.4 The County shall self-administer premiums. Premiums shall be paid monthly. Increases or decreases in premium are effective the same pay period in which the change is effective.
- 2.1.5 The County's COBRA Administrator shall handle eligibility notification, termination and premium payment for COBRA participants.
- 2.1.6 The County maintains the rights to accept, reject, or cancel the contract of a contractor at any time if there is a significant change, in the County's opinion, in the contractor's operation of the plan, including, but not limited to, the provider network, satisfaction with customer service, quality of the plan's services and satisfaction by the County's employees
- 2.1.7 Contractor shall be responsible for drafting, producing and distributing, subject to County review and approval, all communication materials, certificates of coverage, plan summaries and administrative forms. Such documents shall be produced in sufficient quantities to meet the needs of existing and future employees. All documents shall be available electronically for posting on the County's intranet and internet Web sites.
- 2.1.8 As required, Contractor shall print, at their cost, and provide in bulk (drop shipment) plan certificates and summary of benefits for the number of employees (active and prospective) at locations provided by the Employee Benefits Division. .
- 2.1.9 Contractor shall provide quarterly Count-specific customer service trend reports of call center and other customer contacts, problem resolution and appeal activity and outcomes.
- 2.1.10 Contractor shall provide summarized results of County-specific satisfaction survey at least annually no less than 7 months prior to the renewal anniversary.
- 2.1.11 Contractor shall meet periodically, at least quarterly, with the Employee Benefits Division to conduct operational and strategic meetings regarding benefit plan operations, problem resolution, customer service issues, and plan direction.

- 2.1.12 As required, Contractor shall provide personnel to attend Open Enrollment fairs, New Employee Orientations and other periodic employee information and health fairs focused on wellness and prevention.)
- 2.1.13 Contractor shall provide educational information to be used in newsletters to promote wellness and preventive care.
- 2.1.14 Contractor shall be able to accept weekly eligibility files for active employees via custom electronic interfaces created with data from the County's third party administrator's systems. The Contractor shall be able to accept and process the file within two business days of receipt. Contractor shall also be able to generate an electronic exception report for the County within five working days after processing the data from each file.
- 2.1.15 The County shall make the final determination on errors and has ultimate authority to correct any and all administrative errors.
- 2.1.16 Contract/rates shall not include any commission load.
- 2.1.17 The contractor shall have the capability to accept electronic fund transfers.
- 2.1.18 The contractor shall provide a detailed implementation plan and meet with Employee Benefits Division personnel to establish administrative and claims payment procedures.
- 2.1.19 At no additional charge to the County, the contractor shall be required to provide representatives to attend group transition sessions for employees. The representative would be scheduled to attend Maricopa County sites at varied dates and times. The representatives would, at the request of the County, answer questions and/or make a brief presentation.
- 2.1.20 Contractor shall provide initial ID cards for newly- eligible employees and their covered dependents within ten business days of receipt of the eligibility file or request from participant. .
- 2.1.21 Takeover shall be on a "no-loss, no-gain" basis. Contractor shall have a process to handle dental treatment already in process but not completed by the beginning of this contract.
- 2.1.22 Contractor shall provide run out services for a minimum of twelve months following the termination of the contract.

## **2.2 Mandatory Contractor Requirements**

- 2.1.1 Contractor's provider network shall include a minimum (open to new patients) of 200 general dentists in Maricopa County and at least **60** specialists with current active contracts operating in Maricopa County, and have the capacity to provide services to Maricopa County employees. The network shall be able to provide service in the event of emergency, after hours or on weekends and holidays. The contractor shall have a credentialing process in place to ensure the quality of their providers.
- 2.1.2 Contractor shall provide as requested a list of current general and specialist providers and whether their practices are currently open or closed to new member/patients. Listing shall show a provider's full time equivalence and not include or list the same provider at more than one office location. List shall also include provider's office address and phone number.
- 2.1.3 Contractor shall be able to accept the subscriber identification number as the employee identification number, a 9-digit County-assigned number, unique to Maricopa County employees.
- 2.1.4 Contractor shall conduct business in compliance with HIPAA (Health Information Portability and Accountability Act) and applicable State statutes.

- 2.1.5 Contractor shall provide toll-free access to customer service representatives between 8:00 a.m. and 5:00 p.m., Monday through Friday.es.
- 2.1.6 Contractor shall provide performance guarantees that put a portion of their premiums (instead of fees) at risk for specific services.
- 2.1.7 Contractor shall maintain a Web site where employees may look up current providers, and print temporary ID cards.

**2.3 USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**2.4 TAX:**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

**2.5 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

**2.6 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

**EXHIBIT B-1**

PLAN DESIGN

| Code   | Procedure Description  | MC-V7   |  |
|--|--|---------|--|
|  |  | Copay   |  |
| <b><u>OFFICE VISIT FEE</u> (Per Patient, Per Office Visit in Addition to Any Other Applicable Patient Charges)</b>   |  |         |  |
| -  | Office Visit Fee   |         |  |
| <b><u>DIAGNOSTIC/PREVENTIVE</u> - Oral Evaluations are Limited to a Combined Total of 4 of the Following Evaluations During a 12 Consecutive Month Period: Periodic Oral Evaluations (D0120), Comprehensive Oral Evaluations, (D0150), and Comprehensive Periodontal Evaluations, (D0180).</b> |  |         |  |
| D9430  | Office Visit for Observation - No Other Services Performed   | \$0.00  |  |
| D0120  | Periodic Oral Evaluation - Established Patient   | \$0.00  |  |
| D0140  | Limited Oral Evaluation - Problem Focused  | \$12.00 |  |
| D0145  | Oral Evaluation for a Patient Under Three Years of Age and Counseling with Primary Caregiver   | \$0.00  |  |
| D0150  | Comprehensive Oral Evaluation - New or Established Patient   | \$0.00  |  |
| D0170  | Re-evaluation - Limited, Problem Focused (Not Post-Operative Visit)  | \$15.00 |  |
| D0210  | X-Rays Intraoral - Complete Series (Including Bitewings) <i>(Limit 1 Every 3 Years)</i>  | \$0.00  |  |
| D0220  | X-Rays Intraoral Periapical, First Film  | \$0.00  |  |
| D0230  | X-Rays Intraoral Periapical, Each Additional Film  | \$0.00  |  |
| D0240  | X-Rays Intraoral - Occlusal Film   | \$0.00  |  |
| D0270  | X-Rays (Bitewing) - Single Film  | \$0.00  |  |
| D0272  | X-Rays (Bitewings) - Two Films   | \$0.00  |  |
| D0273  | X-Rays (Bitewings) - Three films   | \$0.00  |  |
| D0274  | X-Rays (Bitewings) - Four Films  | \$0.00  |  |
| D0330  | X-Rays (Panoramic Film) - <i>(Limit 1 Every 3 years)</i>   | \$0.00  |  |
| D0460  | Pulp Vitality Tests  | \$0.00  |  |
| D0470  | Diagnostic Casts   | \$10.00 |  |
| D1110  | Prophylaxis (Cleaning) - Adult <i>(Limit 2 Per Calendar Year)</i>  | \$0.00  |  |
| D1120  | Prophylaxis (Cleaning) - Child <i>(Limit 2 Per Calendar Year)</i>  | \$0.00  |  |
| D1203  | Topical Application of Fluoride - Child <i>(Up to 19th Birthday) (Limited to 2 Per Calendar Year). There is a Combined Limit of a Total of Two D1203s and/or D1206s Per Calendar Year.</i> | \$0.00  |  |
| D1330  | Oral Hygiene Instructions  | \$0.00  |  |
| D1351  | Sealant - Per Tooth  | \$12.00 |  |
| D1510  | Space Maintainer - Fixed Unilateral  | \$20.00 |  |
| D1515  | Space Maintainer - Fixed Bilateral   | \$20.00 |  |
| D1555  | Removal of Fixed Space Maintainer  | \$25.00 |  |
| <b><u>RESTORATIVE</u> (Fillings)</b>   |  |         |  |
| D2140  | Amalgam - One Surface, Primary or Permanent  | \$9.00  |  |
| D2150  | Amalgam - Two Surfaces, Primary or Permanent   | \$13.00 |  |
| D2160  | Amalgam - Three Surfaces, Primary or Permanent   | \$17.00 |  |
| D2161  | Amalgam - Four or More Surfaces, Primary or Permanent  | \$21.00 |  |
| D2330  | Resin-Based Composite - One Surface, Anterior  | \$22.00 |  |
| D2331  | Resin-Based Composite - Two Surfaces, Anterior   | \$28.00 |  |
| D2332  | Resin-Based Composite - Three Surfaces, Anterior   | \$40.00 |  |
| D2335  | Resin-Based Composite - Four or More Surfaces or Involving Incisal Angle (Anterior)  | \$52.00 |  |
| D2390  | Resin-Based Composite Crown, Anterior  | \$70.00 |  |

|   |   |          |  |
|---|---|----------|--|
| D2391   | Resin-Based Composite - One Surface, Posterior            | \$22.00  |  |
| D2392   | Resin-Based Composite - Two Surfaces, Posterior           | \$28.00  |  |
| D2393   | Resin-Based Composite - Three Surfaces, Posterior         | \$44.00  |  |
| D2394   | Resin-Based Composite - Four or More Surfaces, Posterior  | \$44.00  |  |
| <p><b><u>CROWN AND BRIDGE</u> All charges for crown and bridge (fixed partial denture) are per unit (each replacement or supporting tooth equals one unit) - Replacement limit 1 every 5 years. The charges below include the cost of base metal. Noble metal and high noble metal (precious) or titanium metal, if used, will be charged to the member at an additional maximum amount of \$150.00 per tooth. If a cast post and core is made of high noble metal, an additional fee up to \$100.00 per tooth may be charged for the upgraded post and core. Porcelain, if used on molar teeth, will be charged to the Member at an additional maximum amount of \$75.00 per tooth. Porcelain/Ceramic substrate crowns on molar teeth are not covered.</b></p> |   |          |  |
| D2510   | Inlay - Metallic - One Surface                            | \$135.00 |  |
| D2520   | Inlay - Metallic - Two Surfaces                           | \$150.00 |  |
| D2530   | Inlay - Metallic - Three or More Surfaces                 | \$170.00 |  |
| D2740   | Crown - Porcelain/Ceramic Substrate                       | \$250.00 |  |
| D2750   | Crown - Porcelain Fused to High Noble Metal               | \$250.00 |  |
| D2751   | Crown - Porcelain Fused to Predominantly Base Metal       | \$250.00 |  |
| D2752   | Crown - Porcelain Fused to Noble Metal                    | \$250.00 |  |
| D2780   | Crown - 3/4 Cast High Noble Metal                         | \$250.00 |  |
| D2781   | Crown - 3/4 Cast Predominantly Base Metal                 | \$250.00 |  |
| D2782   | Crown - 3/4 Cast Noble Metal                              | \$250.00 |  |
| D2790   | Crown - Full Cast High Noble Metal                        | \$250.00 |  |
| D2791   | Crown - Full Cast Predominantly Base Metal                | \$250.00 |  |
| D2792   | Crown - Full Cast Noble Metal                             | \$250.00 |  |
| D2910   | Recent Inlay, Onlay or Partial Coverage Restoration       | \$20.00  |  |
| D2920   | Recent Crown  | \$20.00  |  |
| D2930   | Prefabricated Stainless Steel Crown - Primary Tooth       | \$50.00  |  |
| D2931   | Prefabricated Stainless Steel Crown - Permanent Tooth     | \$50.00  |  |
| D2940   | Protective Restoration                                    | \$0.00   |  |
| D2950   | Core Buildup, Including Any Pins                          | \$40.00  |  |
| D2951   | Pin Retention - Per Tooth, In Addition to Restoration     | \$40.00  |  |
| D2952   | Post and Core In Addition to Crown, Indirectly Fabricated | \$70.00  |  |
| D2954   | Prefabricated Post and Core In Addition to Crown          | \$60.00  |  |
| D2960   | Labial veneer (Resin Laminate) - Chairside                | \$75.00  |  |
| D6210   | Pontic - Cast High Noble Metal                            | \$250.00 |  |
| D6211   | Pontic - Cast Predominantly Base Metal                    | \$250.00 |  |
| D6212   | Pontic - Cast Noble Metal                                 | \$250.00 |  |
| D6240   | Pontic - Porcelain Fused to High Noble Metal              | \$250.00 |  |
| D6241   | Pontic - Porcelain Fused to Predominantly Base Metal      | \$250.00 |  |
| D6242   | Pontic - Porcelain Fused to Noble Metal                   | \$250.00 |  |
| D6245   | Pontic - Porcelain/Ceramic                                | \$235.00 |  |
| D6740   | Crown - Porcelain/Ceramic                                 | \$235.00 |  |
| D6750   | Crown - Porcelain Fused to High Noble Metal               | \$250.00 |  |
| D6751   | Crown - Porcelain Fused to Predominantly Base Metal       | \$250.00 |  |
| D6752   | Crown - Porcelain Fused to Noble Metal                    | \$250.00 |  |
| D6780   | Crown - 3/4 Cast High Noble Metal                         | \$250.00 |  |
| D6781   | Crown - 3/4 Cast Predominantly Base Metal                 | \$250.00 |  |
| D6782   | Crown - 3/4 Cast Noble Metal                              | \$250.00 |  |
| D6790   | Crown - Full Cast High Noble Metal                        | \$250.00 |  |
| D6791   | Crown - Full Cast Predominantly Base Metal                | \$250.00 |  |
| D6792   | Crown - Full Cast Noble Metal                             | \$250.00 |  |

|  |   |          |  |
|--|---|----------|--|
|  | Complex Rehabilitation - ADDITIONAL CHARGE PER UNIT FOR MULTIPLE CROWN UNITS/COMPLEX REHABILITATION (6 OR MORE UNITS OF CROWN AND/OR BRIDGE IN SAME TREATMENT PLAN REQUIRES COMPLEX REHABILITATION FOR EACH UNIT - ASK YOUR DENTIST FOR THE GUIDELINES) |          |  |
| D6930  | Recent Fixed Partial Denture  | \$30.00  |  |
| <b>ENDODONTICS (Root Canal Treatment, Excluding Final Restorations)</b>  |   |          |  |
| D3110  | Pulp Cap - Direct (Excluding Final Restoration)   | \$5.00   |  |
| D3120  | Pulp Cap - Indirect (Excluding Final Restoration)   | \$5.00   |  |
| D3220  | Pulpotomy - Removal of Pulp, Not Part of a Root Canal   | \$30.00  |  |
| D3221  | Pulpal Debridement ( <i>Not to be used when root canal is done on the same day</i> )  | \$55.00  |  |
| D3310  | Anterior Root Canal (Permanent Tooth) (Excluding Final Restoration)   | \$170.00 |  |
| D3320  | Bicuspid Root Canal (Permanent Tooth) (Excluding Final Restoration)   | \$190.00 |  |
| D3330  | Molar Root Canal (Permanent Tooth) (Excluding Final Restoration)  | \$265.00 |  |
| D3346  | Retreatment of Previous Root Canal Therapy - Anterior   | \$320.00 |  |
| D3347  | Retreatment of Previous Root Canal Therapy - Bicuspid   | \$350.00 |  |
| D3348  | Retreatment of Previous Root Canal Therapy - Molar  | \$450.00 |  |
| D3410  | Apicoectomy/Periradicular Surgery Anterior  | \$170.00 |  |
| D3421  | Apicoectomy/Periradicular Surgery - Bicuspid (First Root)   | \$170.00 |  |
| D3425  | Apicoectomy/Periradicular Surgery - Molar (First Root)  | \$170.00 |  |
| D3426  | Apicoectomy/Periradicular Surgery (Each Additional Root)  | \$125.00 |  |
| D3430  | Retrograde Filling - Per Root   | \$90.00  |  |
| <b>PERIODONTICS (Treatment of Supporting Tissues [Gum and Bone] of the Teeth)</b><br><b>Periodontal Regenerative Procedures are Limited to One Regenerative Procedure Per Site (or Per Tooth, if Applicable), When Covered on the Patient Charge Schedule. The Relevant Procedure Codes are D4263, D4264, D4266 and D4267. Localized Delivery of Antimicrobial Agents is Limited to Eight Teeth (or Eight Sites, if Applicable) Per 12 Consecutive Months, When Covered on the Patient Charge Schedule</b> |   |          |  |
| D0180  | Comprehensive Periodontal Evaluation - New or Established Patient   | \$0.00   |  |
| D4210  | Gingivectomy or Gingivoplasty - 4 or More Teeth, Per Quadrant   | \$225.00 |  |
| D4211  | Gingivectomy or Gingivoplasty - 1 to 3 Teeth, Per Quadrant  | \$150.00 |  |
| D4240  | Gingival Flap, Including Root Planing - 4 or More Teeth, Per Quadrant   | \$250.00 |  |
| D4241  | Gingival Flap, Including Root Planing - 1 to 3 Teeth, Per Quadrant  | \$200.00 |  |
| D4249  | Clinical Crown Lengthening - Hard Tissue  | \$250.00 |  |
| D4260  | Osseous Surgery - 4 or More Teeth, Per Quadrant   | \$365.00 |  |
| D4261  | Osseous Surgery - 1 to 3 Teeth, Per Quadrant  | \$300.00 |  |
| D4341  | Periodontal Scaling and Root Planing - 4 or More Teeth Per Quadrant ( <i>Limit 4 Quadrants per Consecutive 12 Months</i> )  | \$90.00  |  |
| D4342  | Periodontal Scaling and Root Planing - 1 to 3 Teeth, Per Quadrant ( <i>Limit 4 Quadrants per Consecutive 12 Months</i> )  | \$75.00  |  |
| D4355  | Full Mouth Debridement to Allow Evaluation and Diagnosis ( <i>1 Per Lifetime</i> )  | \$80.00  |  |
| D4381  | Localized Delivery of Antimicrobial Agents, Per Tooth, By Report  | \$25.00  |  |
| D4910  | Periodontal Maintenance ( <i>Limited to 2 Per Calendar Year Only Covered After Active Therapy.</i> )  | \$60.00  |  |
| D9940  | Occlusal Guard - By Report ( <i>Limit 1 Per 24 Months</i> )   | \$90.00  |  |
| D9951  | Occlusal Adjustment Limited   | \$45.00  |  |
| D9952  | Occlusal Adjustment Complete  | \$120.00 |  |
| <b>PROSTHETICS (Removable Tooth Replacement - Dentures) (Includes Up to 4 Adjustments Within First 6 Months After Insertion - Replacement Limit 1 Every 5 Years). Characterization is considered an upgrade with maximum additional charge to the Member of \$200 per denture.</b>   |   |          |  |
| D5110  | Full Upper Denture  | \$325.00 |  |
| D5120  | Full Lower Denture  | \$325.00 |  |

**SERIAL 12007-S**

|   |   |          |  |
|---|---|----------|--|
| D5130   | Immediate Full Upper Denture  | \$350.00 |  |
| D5140   | Immediate Full Lower Denture  | \$350.00 |  |
| D5211   | Upper Partial Denture - Resin Base (Including Clasps, Rests and Teeth)                              | \$375.00 |  |
| D5212   | Lower Partial Denture - Resin Base (Including Clasps, Rests and Teeth)                              | \$375.00 |  |
| D5213   | Upper Partial Denture - Cast Metal Framework (Including Clasps, Rests and Teeth)                    | \$400.00 |  |
| D5214   | Lower Partial Denture - Cast Metal Framework (Including Clasps, Rests and Teeth)                    | \$400.00 |  |
| D5410   | Adjust Complete Denture Upper   | \$25.00  |  |
| D5411   | Adjust Complete Denture Lower   | \$25.00  |  |
| D5421   | Adjust Partial Denture Upper  | \$25.00  |  |
| D5422   | Adjust Partial Denture Lower  | \$25.00  |  |
| <b><u>REPAIRS TO PROSTHETICS</u></b>  |   |          |  |
| D5510   | Repair Broken Complete Denture Base   | \$10.00  |  |
| D5520   | Replace Missing or Broken Teeth - Complete Denture (Each Tooth)                                     | \$10.00  |  |
| D5610   | Repair Resin Denture Base   | \$10.00  |  |
| D5630   | Repair or Replace Broken Clasp  | \$10.00  |  |
| D5640   | Replace Broken Teeth - Per Tooth  | \$10.00  |  |
| D5650   | Add Tooth to Existing Partial Denture   | \$10.00  |  |
| D5660   | Add Clasp to Existing Partial Denture   | \$10.00  |  |
| <b><u>DENTURE RELINING (Limit 1 Every 36 Months)</u></b>  |   |          |  |
| D5710   | Rebase Complete Upper Denture   | \$20.00  |  |
| D5711   | Rebase Complete Lower Denture   | \$20.00  |  |
| D5720   | Rebase Upper Partial Denture  | \$20.00  |  |
| D5721   | Rebase Lower Partial Denture  | \$20.00  |  |
| D5730   | Reline Complete Upper Denture (Chairside)   | \$69.00  |  |
| D5731   | Reline Complete Lower Denture (Chairside)   | \$69.00  |  |
| D5740   | Reline Upper Partial Denture (Chairside)  | \$69.00  |  |
| D5741   | Reline Lower Partial Denture (Chairside)  | \$69.00  |  |
| D5750   | Reline Complete Upper Denture (Laboratory)  | \$10.00  |  |
| D5751   | Reline Complete Lower Denture (Laboratory)  | \$10.00  |  |
| D5760   | Reline Upper Partial Denture (Laboratory)   | \$10.00  |  |
| D5761   | Reline Lower Partial Denture (Laboratory)   | \$10.00  |  |
| <b><u>INTERIM DENTURES (Limit 1 Every 5 years)</u></b>  |   |          |  |
| D5820   | Interim Partial Denture (Upper)   | \$150.00 |  |
| D5821   | Interim Partial Denture (Lower)   | \$150.00 |  |
| <b><u>ORAL SURGERY (Includes Routine Post-Operative Treatment)</u></b>  |   |          |  |
| <b><u>Surgical Removal of Impacted Tooth - Not Covered for Ages Below 15 Unless Pathology (disease) Exists.</u></b> |   |          |  |
| D7111   | Extraction of Coronal Remnants - Deciduous Tooth  | \$35.00  |  |
| D7140   | Extraction, Erupted Tooth or Exposed Root (Elevation and/or Forceps Removal)                        | \$55.00  |  |
| D7210   | Surgical Removal of Erupted Tooth - Removal of Bone and/or Section of Tooth                         | \$60.00  |  |
| D7220   | Removal of Impacted Tooth - Soft Tissue   | \$85.00  |  |
| D7230   | Removal of Impacted Tooth - Partially Bony  | \$100.00 |  |
| D7240   | Removal of Impacted Tooth - Completely Bony   | \$120.00 |  |
| D7250   | Surgical Removal of Residual Tooth Roots (Cutting Procedure)  | \$70.00  |  |
| D7270   | Tooth Stabilization of Accidentally Evulsed or Displaced Tooth                                      | \$150.00 |  |
| D7310   | Alveoloplasty in Conjunction with Extractions - 4 or More Teeth or Tooth Spaces - Per Quadrant      | \$110.00 |  |
| D7320   | Alveoloplasty Not in Conjunction with Extractions - 4 or More Teeth or Tooth Spaces - Per Quadrant  | \$110.00 |  |
| D7510   | Incision and Drainage of Abscess - Intraoral Soft Tissue  | \$80.00  |  |
| D7960   | Frenulectomy - Also Known as Frenectomy or Frenotomy - Separate Procedure Not Incidental to Another | \$90.00  |  |

|  |   |          |  |
|--|---|----------|--|
| <b><u>EMERGENCY SERVICES</u></b>   |   |          |  |
| D9110  | Palliative (Emergency) Treatment of Dental Pain - Minor Procedure | \$5.00   |  |
| D9440  | Office Visit - After Regularly Scheduled Hours                    | \$45.00  |  |
| <b><u>MISCELLANEOUS SERVICES</u> External Bleaching (D9972) is limited to the use of take-home bleaching trays. All other bleaching methods are not covered.</b>   |   |          |  |
| D9972  | External Bleaching - Per Arch                                     | \$125.00 |  |
| <b>This may contain CDT codes and/or portions of, or excerpts from the Nomenclature contained within the Current Dental Terminology, a copyrighted publication provided by the American Dental Association. The American Dental Association does not endorse any</b> |   |          |  |

**EXHIBIT C**  
**MARICOPA COUNTY**  
**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**  
**Business Associate Provisions**

This Attachment sets out the HIPAA-related responsibilities and obligations of Contractor pursuant to the Contract between Contractor and Department.

**I. Definitions**

- A. Applicable Law means any of the following items, including any amendments to any such item as such may become effective:
1. the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);
  2. the federal regulations regarding privacy and promulgated with respect to HIPAA, found at 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”);
  3. the federal regulations regarding electronic data interchange and promulgated with respect to HIPAA, found at 45 C.F.R. Parts 160 and 162 (the “Transaction Rule”);
  4. the federal regulations regarding security and promulgated with respect to HIPAA, found at 45 C.F.R. Parts 160 and 164 (the “Security Rule”); and
  5. the American Recovery and Reinvestment Act of 2009 (“ARRA”), §§ 13400-24, Public Law 111-5, 123 Stat 115 (Feb. 17, 2009), codified at 42 U.S.C. §§ 17921, 17931-40, 17951-53.
- B. Business Associate means an entity that performs or assists in the performance of a function on behalf of a Covered Entity, which involves the use or disclosure of Individually Identifiable Health Information as defined in 45 C.F.R. § 160.103. Contractor is a Business Associate of Department under this Contract, and for purposes of Contractor’s obligations under this Attachment, the terms “Business Associate” and “Contractor” are synonymous. Notwithstanding this definition, if Contractor does not have access to or create PHI under this Contract, Contractor is not a Business Associate, and the terms of this Attachment do not apply to Contractor.
- C. Contract means the entire agreement between the parties.
- D. Contractor for purposes of this Attachment means any party to this Contract, which is not a department of Maricopa County government.
- E. Covered Entity means a health plan, a health care clearinghouse, or a health care provider that transmits any health information in electronic form in connection with a transaction covered by HIPAA as defined in 45 C.F.R. § 160.103. Department or a part of Department, as designated by Maricopa County, is a Covered Entity under this Contract.
- F. Department means the party to this Contract that is part of Maricopa County government.
- G. ePHI means electronic protected health information within the meaning of 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Department.
- H. Individual means the person who is the subject of PHI.
- I. Protected Health Information (“PHI”) is health information that (1) is created or received by a Covered Entity, (2) relates to the physical condition, mental health or other health condition of an Individual, or to the provision of health care to the Individual (including but not limited to the

**EXHIBIT C**  
**MARICOPA COUNTY**  
**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**  
**Business Associate Provisions**

payment for such health care), and (3) identifies or can be used to identify the Individual, as defined in 45 C.F.R. § 160.103.

- J. Secretary means the Secretary of the United States Department of Health and Human Services (“HHS”) and her designees.
- K. Security Breach means (1) unauthorized access to, or acquisition, use, disclosure, modification or destruction, of Department’s Unsecured PHI, whether in paper or electronic form, or (2) the successful interference with system operations in an information system containing Department’s PHI. The term does *not* include (1) disclosure of PHI to an unauthorized person in circumstances where that person would not reasonably have been able to retain the information, or (2) good faith unintentional access to, or acquisition or use of, PHI by Business Associate’s employees, agents or subcontractors in the course of such person’s performance of services authorized by the Contract provided that such PHI is not further accessed, acquired, used, or disclosed by any person.
- L. Unsecured PHI means all PHI, *except*: (1) PHI in electronic form that is encrypted consistent with regulations promulgated by HHS or has been subject to disposal in a manner that renders the information irretrievable, or (2) PHI in paper form that has been shredded, burned, or otherwise rendered irrecoverable.

**II. Rights and Obligations of Business Associate**

**A. General Obligations**

1. Compliance with Privacy Rule
- a. Business Associate shall not use or further disclose PHI other than as permitted or required by HIPAA, the Privacy Rule, and this Attachment.
  - b. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Attachment.
  - c. Business Associate shall report to Department any use or disclosure of PHI, known to Business Associate, that is not permitted by this Attachment.
2. Compliance with Security Rule
- a. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI.
  - b. Business Associate shall report to Department any Security Breach of which Business Associate becomes aware.
3. Compliance with ARRA
- a. Business Associate shall comply with the Security Breach notice requirements provided in Section II.A.4 of this Attachment.
  - b. Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 42 U.S.C. § 17935(d). [This paragraph shall be effective 180 days after issuance of final regulations implementing 42 U.S.C. § 17935]

**EXHIBIT C**  
**MARICOPA COUNTY**  
**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**  
**Business Associate Provisions**

- c. Pursuant to the Privacy Rule, made applicable to Business Associate by ARRA, Business Associate shall adopt, implement, and follow privacy policies and procedures in the same manner and to the same extent as if it were a Covered Entity.
- d. Pursuant to the Security Rule, made applicable to Business Associate by ARRA, Business Associate shall adopt, implement, and follow security policies and procedures in the same manner and to the same extent as if it were a Covered Entity.

4. Notice of Security Breach

- a. *Notice to Department.* Business Associate shall notify Department without unreasonable delay and within five (5) business days of Business Associate’s discovery of a Security Breach. The notice to Department shall include the identity of each Individual whose Unsecured PHI was involved in the Security Breach, a brief description of the Security Breach, and any mitigation efforts. To the extent that Business Associate does not know the identities of all affected Individuals when it is required to notify Department, Business Associate shall provide such additional information as soon as administratively practicable after such information becomes available. For purposes of this paragraph, a Security Breach shall be treated as discovered as of the first day on which the Security Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the Security Breach, who is an employee, officer, or other agent of Business Associate).
- b. *Notice to Individuals.* On behalf of Department, Business Associate shall provide written notice of the Security Breach without unreasonable delay, but no later than sixty (60) calendar days following the date the Security Breach is discovered, or such later date as is authorized under 45 C.F.R. § 164.412, to each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed as a result of the Security Breach. For purposes of this paragraph, a Security Breach shall be treated as discovered as of the first day on which the Security Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the Security Breach, who is an employee, officer, or other agent of Business Associate).

The content, form, and delivery of such written notice shall comply in all respects with 45 C.F.R. § 164.404(c)-(d).

Business Associate and Department shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to any Individual, Business Associate shall first provide a draft of the notice to Department. Department shall have five (5) business days (plus any reasonable extensions) to provide comments on Business Associate’s draft of the notice.

- c. *Notice to Media.* On behalf of Department, Business Associate shall provide written notice of a Security Breach to the media to the extent required under 45 C.F.R. § 164.406. Business Associate and Department shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the media, Business Associate shall first provide a draft of the notice to Department. Department shall have five (5) business days (plus

**EXHIBIT C**  
**MARICOPA COUNTY**  
**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**  
**Business Associate Provisions**

any reasonable extensions) to provide comments on Business Associate’s draft of the notice.

- d. *Notice to Secretary.* On behalf of Department, Business Associate shall provide written notice of a Security Breach to the Secretary to the extent required under 45 C.F.R. § 164.408. Business Associate and Department shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the Secretary, Business Associate shall first provide a draft of the notice to Department. Department shall have five business days (plus any reasonable extensions) to provide comments on Business Associate’s draft of the notice.

If a Security Breach involves fewer than five hundred (500) Individuals, Business Associate shall maintain a log or other documentation of the Security Breach that contains such information as would be required to be included if the log were maintained by Department pursuant to 45 C.F.R. § 164.408, and provide such log to Department within five (5) business days of Department’s written request.

5. Subcontractors and Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Attachment to Business Associate with respect to PHI.
6. Access to Books and Records by Secretary. Business Associate shall make its internal practices, books, and records relating to the use, disclosure, and security of PHI available to the Secretary for purposes of the Secretary determining Department’s and Business Associate’s compliance with HIPAA.
7. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (a) a use or disclosure of PHI by Business Associate in violation of the requirements of this Attachment, or (b) a Security Breach.

**B. Obligations Relating to Individual Rights**

1. Restrictions on Disclosures. Upon request by an Individual, Department shall determine whether the Individual shall be granted a restriction on disclosure of PHI pursuant to 45 C.F.R. § 164.522. Department shall not agree to any such restriction without the prior consent of Business associate if such restriction would affect Business Associate’s use or disclosure of PHI, *provided, however*, that Business Associate’s consent is not required for requests that must be granted under 42 U.S.C. § 17935(a). Department shall communicate any grant of a request to Business Associate. Business Associate shall restrict its disclosures of the Individual’s PHI in the same manner as would be required for Department. If Business Associate receives an Individual’s request for restrictions, Business Associate shall forward such request to Department within five (5) business days.
2. Access to PHI. Upon request by an Individual, Department shall determine whether an Individual is entitled to access his or her PHI pursuant to 45 C.F.R. § 164.524. If Department determines that an Individual is entitled to such access, and that such PHI is under the control of Business Associate, Department shall communicate the decision to Business Associate. Business Associate shall provide access to the PHI in the same manner as would be required for Department. If Business Associate receives an

**EXHIBIT C**  
**MARICOPA COUNTY**  
**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**  
**Business Associate Provisions**

Individual’s request to access his or her PHI, Business Associate shall forward such request to Department within five (5) business days.

3. **Amendment of PHI.** Upon request by an Individual, Department shall determine whether the Individual is entitled to amend his or her PHI pursuant to 45 C.F.R. § 164.526. If Department determines that an Individual is entitled to such an amendment, and that such PHI is both in a designated record set and under the control of Business Associate, Department shall communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Department. If Business Associate receives an Individual’s request to amend his or her PHI, Business Associate shall forward such request to Department within five (5) business days.
4. **Accounting of Disclosures.** Upon request by an Individual, Department shall determine whether any Individual is entitled to an accounting pursuant to 45 C.F.R. § 164.528. If Department determines that an Individual is entitled to an accounting, Department shall communicate the decision to Business Associate. Business Associate shall provide information to Department that will enable Department to meet its accounting obligations. If Business Associate receives an Individual’s request for an accounting, Business Associate shall forward such request to Department within five (5) business days.

**C. Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Attachment or by Applicable Law, Business Associate may:

1. Use or disclose PHI to perform functions, activities, or services for or on behalf of Department, as specified in the Contract, *provided that* such use or disclosure (a) is consistent with Department’s Notice of Privacy Practices, and (b) would not violate Applicable Law if done by Department;
2. Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
3. Disclose PHI for the proper management and administration of Business Associate, *provided that* (a) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be 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, or (b) the disclosures are required by law; and
4. Use PHI to provide Data Aggregation services to Department as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**III. Rights and Obligations of Department**

**A. Privacy Practices and Restrictions**

1. Upon request, Department shall provide Business Associate with the notice of privacy practices that Department produces in accordance with 45 C.F.R. § 164.520. If Department subsequently revises the notice, Department shall provide a copy of the revised notice to Business Associate.

**EXHIBIT C**  
**MARICOPA COUNTY**  
**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**  
**Business Associate Provisions**

2. Department shall notify Business Associate of any restriction to the use or disclosure of PHI that Department has agreed to in accordance with 45 C.F.R. § 164.522. Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

B. **Permissible Requests by Department.** Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Department.

**IV. Term and Termination**

A. **Term.** This Attachment shall become effective upon execution by the Parties and shall supersede any existing Business Associate Agreement among the Parties. The requirements of this Attachment shall end upon the termination of the Contract or upon termination for cause as set forth in the following Section IV.B, whichever is earlier.

B. **Termination for Cause.** Upon any Party’s knowledge of a material breach of this Attachment by another Party, the nonbreaching Party shall have the following rights:

1. If the breach is curable, the nonbreaching Party may provide an opportunity for the other Party to cure the breach or end the violation. Alternatively, or if the other Party fails to cure the breach or end the violation, the nonbreaching Party may terminate this Contract.

2. If the breach is not curable, the nonbreaching Party may immediately terminate this Contract.

3. If termination is not feasible, the nonbreaching Party may report the problem to the Secretary.

C. **Effect of Termination.**

1. Except as provided in Section IV.C.2, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI within its possession or control, and all PHI that is in the possession or control of Business Associate’s subcontractors or agents. Business Associate shall retain no copies of the PHI.

2. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Department notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**EXHIBIT C**  
**MARICOPA COUNTY**  
**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**  
**Business Associate Provisions**

**V. Miscellaneous**

- A. **Electronic Health Records.** The Parties agree that Business Associate shall not maintain any “electronic health record” or “personal health record,” as those terms are defined in ARRA, for or on behalf of Department. As such, Business Associate has no obligation to document disclosures that are exempt from the accounting requirement under 45 C.F.R. § 164.528(1)(i)-(ix), and Department agrees not to include Business Associate on any list Department produces pursuant to 42 U.S.C. § 17935(c)(3).
- B. **Regulatory References.** A reference in this Attachment to a section in any Applicable Law means the section in effect or as amended, and for which compliance is required.
- C. **Amendment.** The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for Department to comply with the requirements of Applicable Law. All amendments to this Attachment, except those occurring by operation of law, shall be in writing and signed by both Parties.
- D. **Survival.** The respective rights and obligations of Business Associate under Section IV.C. of this Attachment shall survive the term and termination of the Contract.
- E. **Interpretation.** Any ambiguity in this Attachment shall be resolved in favor of a meaning that permits Department to comply with Applicable Law.
- F. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer upon any person, other than Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- G. **Assignment.** No assignment of rights or obligations under this Attachment shall be made by either Party without the prior written consent of the other Party; provided however, that Business Associate may assign the rights and obligations under this Attachment to an affiliate.
- H. **Effect on Agreement.** Except as specifically required to implement the purposes of this Attachment, or to the extent inconsistent with this Attachment, all other terms of the underlying Contract shall remain in force and effect.
- I. **Counterparts.** This Attachment may be executed in counterparts, each of which may be deemed an original.

CONTRACTOR

*Stephanie Gorman*

SIGNATURE

9.4.12

Date

STEPHANIE GORMAN

PERSON SIGNING (PLEASE PRINT)

Wesley W. Baysinger

9/6/12

CIGNA DENTAL, 11001 N. BLACK CANYON HWY., 3<sup>RD</sup> FLOOR, PHOENIX, AZ 85029

PRICING SHEET: NIGP CODE 94828

Vendor Number: 2011001696 1

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016 2019.**