

For his...

CS-06-91

DentiCare, Inc. (A Florida Corporation) A  
Prepaid Limited Health Service  
Organization Licensed Under Chapter  
636 of the Florida Statutes  
Administrative Office  
3595 Grandview Parkway  
Suite 150  
Birmingham, AL 35243  
205-909-5772  
800-443-2995

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**GROUP DENTAL SERVICE AGREEMENT**

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It is agreed between Nassau County Government Employees ("Group") and DentiCare, Inc. (A Florida Corporation) A Prepaid Limited Health Service Organization Licensed Under Chapter 636 of the Florida Statutes ("Company") as follows:

**ARTICLE I  
COVERAGE INFORMATION**

1.1 **Group:**

Name: Nassau County Government Employees  
Address: 96161 Nassau Place  
City, State, Zip: Yulee, FL 32097

1.2 **Group Coverage Basis:**

Contributory                       Non-Contributory

1.3 **Class of Members to be Covered:**

Active                                       Retired

1.4 **Form of Coverage (choose one):**

Group requests coverage under the Plus Plan with the Specialty Benefit Amendment (SBA).  
 Group requests coverage under the Plus Plan without the Specialty Benefit Amendment (SBA).

1.5 **Total Group Prepayment Fee:** The Total Group Prepayment Fee is obtained by multiplying the number of Subscribers in each Fee Category by the Prepayment Fee for that category and adding the results. It is due and payable from Group as set out in this Agreement.

| Fee Category        | Plan Fee | +  | SBA Fee | =  | Monthly<br>Prepayment Fee |
|---------------------|----------|----|---------|----|---------------------------|
| Subscriber          | \$ 11.17 | \$ | 0.00    | \$ | 11.17                     |
| Subscriber + One    | \$ 18.90 | \$ | 0.00    | \$ | 18.90                     |
| Subscriber + Family | \$ 29.81 | \$ | 0.00    | \$ | 29.81                     |

1.6 **Group Administration Fee:**

Not Applicable       Applicable: A group Administration Fee of \$0.00 for the initial month and \$0.00 for each subsequent month is due and payable from Group with the Total Group Prepayment Fee.

1.7 **Initial Fee Guarantee Period:** Company will not change the Prepayment Fee for any Fee Category, or the applicability and amount of any Administration Fee, for the first 24 months during which Agreement is in effect (or for the entire period during which Agreement is in effect, if that is a shorter period).

1.8 **Effective Date, Initial Plan Year, Anniversary Date:** This Agreement becomes effective on the first day of October, 2005 ("Effective Date"). Agreement's initial Plan Year begins on the Effective Date and lasts for a period of 0 months, unless terminated before the end of that period by Company or Group. Agreement may be renewed pursuant to the renewal provisions of Agreement unless first terminated by Company or Group. If Agreement is renewed, Agreement's first Anniversary Date is the first day of October, 2006, with subsequent Anniversary Dates on the first day of October in each succeeding calendar year.

**ARTICLE II  
ENTIRE CONTRACT**

2.1 **Entire Contract:** The Group Dental Service Agreement, Evidence of Coverage, Copayment Schedule and any applicable exhibits or amendments, hereinafter called "Agreement," form the entire agreement of the parties. This Agreement may be amended or modified. Changes must be in writing executed by Group and an authorized officer of Company.

**ARTICLE III  
DEFINITIONS**

The following terms shall be defined as follows:

- 3.1 **Administration Fee:** The Group's Administration Fee (if applicable) is the fee paid by Group in addition to the Total Group Prepayment Fee.
- 3.2 **Anniversary Date:** The first Anniversary Date is the day after the initial Plan Year ends. The Anniversary Date occurs on the same date in each subsequent calendar year.
- 3.3 **Copayment:** Shall mean a per-service fee charged to Member by Plan Provider as identified in the Copayment Schedule.
- 3.4 **Dental Emergency:** The sudden and unexpected onset of an acute condition involving severe pain, requiring immediate dental care for temporary pain relief.

- 3.5 **Dependent:** Subscriber's spouse and Subscriber's natural children from and after moment of birth; adopted children from: a) date of placement or b) moment of birth if Subscriber has entered into an agreement to adopt such child prior to the birth of the child; stepchildren; and foster children. To be eligible, all such children must be under age nineteen (19) years (the "Limiting Age") and unmarried. To be eligible, stepchildren and foster children must also be chiefly dependent on Subscriber for maintenance and support. Eligibility may be extended past the Limiting Age for unmarried children under age twenty-five (25) years who are registered students in regular, full-time attendance at an accredited school, college or university and are chiefly dependent on Subscriber for maintenance and support. Eligibility may be extended past the Limiting Age for unmarried children who are not capable of self-sustaining employment due to a disability or physical handicap and are chiefly dependent on Subscriber for maintenance and support. If Company requests proof of a Dependent's eligibility, Subscriber must furnish proof within 31 days of Company's request. Company will not require proof of a Dependent's continuing eligibility more than once a year.
- 3.6 **Effective Date:** The date coverage begins under Agreement.
- 3.7 **Emergency Services:** Those dental services required for temporary pain relief in a Dental Emergency.
- 3.8 **Enrollment Form:** Shall mean the Group Enrollment Form.
- 3.9 **Fee Categories:** Member classifications used to determine the applicable Prepayment Fee for each Member's coverage under Agreement.
- 3.10 **Initial Fee Guarantee Period:** The period of time beginning on the Effective Date during which the Company agrees not to change the Prepayment Fee charged for any Fee Category, or the applicability or amount of any Administration Fee.
- 3.11 **Member:** Shall mean a Subscriber or Dependent who is enrolled in Plan.
- 3.12 **Non-Plan Dentist:** A general dentist who is not a Plan Dentist.
- 3.13 **Non-Plan Provider:** A Non-Plan Dentist or a Non-Plan Specialist, or a hygienist or technician acting with or assisting such a dentist.
- 3.14 **Non-Plan Specialist:** A dentist practicing in a dental specialty who is not a Plan Specialist.
- 3.15 **Plan Benefits:** Shall mean benefits for services provided under Agreement, subject to any limitations and exclusions.
- 3.16 **Plan Dentist:** Shall mean a licensed General Dentist who, at time Plan Benefits are provided, is under contract with Company to provide certain dental services to Members. Copayments listed in the **PLAN DENTIST SERVICES** Section of the Copayment Schedule apply only to Plan Dentists who perform the corresponding services listed in the Copayment Schedule. The Plan Dentist selected by Member may not perform all listed services. In order to fully understand payment responsibility for dental services, Member should discuss availability of services and the proposed treatment and its cost with selected Plan Dentist prior to receiving treatment.

3.17 **Plan Provider:** Shall mean a Plan Dentist or Plan Specialist who, at time Plan Benefits are provided, is under contract with Company to provide services to Members. The term shall include any hygienists and technicians recognized by the dental profession who act with and assist Plan Dentist or Plan Specialist. A list of Plan Providers shall be published in Plan Dentist Directory. Company has sole discretion to determine which providers may be Plan Providers. Plan Providers are independent contractors in private practice and are neither employees nor agents of Company. Company cannot guarantee the availability of any specific provider as a Plan Provider. The status of providers as Plan Providers is subject to change.

3.18 **Plan Specialist:** Shall mean a licensed dentist practicing in a dental specialty who, at time Plan Benefits are provided, is under contract with Company to provide dental specialty services to Members. Some examples of "dentists practicing in a dental specialty" are endodontists, periodontists, oral surgeons, orthodontists and pedodontists. If Group purchases the Specialty Benefit Amendment, each Plan Specialist will participate in only one of the following two categories:

**Non-SBA Plan Specialist** – offers any dental specialty service he provides to Members at a specific reduction from his normal retail charge.

**SBA Plan Specialist** – offers certain dental specialty services he provides to Members for specified Copayments (services and Copayments listed in the **PLAN SPECIALIST SERVICES** Section of the Copayment Schedule) and offers all other dental specialty services he provides to Members at a specific reduction from his normal retail charge.

In order to fully understand payment responsibility for dental specialty services, Member should discuss the proposed treatment and its cost with Plan Specialist prior to receiving treatment. Availability of specific types of specialty services from Plan Specialists (or SBA or Non-SBA Plan Specialists) depends on which types of dentists are Plan Specialists. Company cannot guarantee the availability of any specific type of dentist as a Plan Specialist (or an SBA or Non-SBA Plan Specialist). Types of dentists who are Plan Specialists (or SBA or Non-SBA Plan Specialists) may vary from time to time in different parts of the Service Area. If Group purchases the Specialty Benefit Amendment, the Copayments listed in the **PLAN SPECIALIST SERVICES** Section of the Copayment Schedule apply only to SBA Plan Specialists who perform the corresponding services listed in the Copayment Schedule. The SBA Plan Specialist selected by Member may not perform all listed services.

3.19 **Plan Year:** The initial Plan Year begins on the Effective Date and lasts until the day before the first Anniversary Date. Each subsequent Plan Year begins on the Anniversary Date and lasts for a period of twelve (12) calendar months.

3.20 **Prepayment Fee:** The periodic fee paid to Company for each Member's coverage.

3.21 **Service Area:** The geographic area where Plan Benefits are available. The extent of the Service Area is within the sole discretion and determination of Company.

3.22 **Subscriber:** Shall mean an employee, member, or beneficiary of Group who is eligible to participate in Plan under the eligibility requirements determined by Group.

3.23 **Total Group Prepayment Fee:** The sum of the Prepayment Fees for coverage of all Members.

**ARTICLE IV  
PREPAYMENT FEE, ADMINISTRATION FEE, AND ELIGIBILITY**

- 4.1 **Prepayment Fee and Administration Fee:** Group shall pay Company the Prepayment Fee for each enrolled Member. Group shall also pay Company the Administration Fee (if applicable) at the same time and in the same manner as the Prepayment Fees. The Total Group Prepayment Fee and (if applicable) Administration Fee shall be paid in a single payment. This starts on the Effective Date and continues on the first day of each month thereafter while Agreement is in force.

After the Initial Fee Guarantee Period, Company reserves the right to change any Prepayment Fee and to change the applicability and amount of any Administration Fee upon sixty (60) days written notice to Group. Payment of any amended Prepayment Fee or Administration Fee indicates acceptance of the amended Prepayment Fee or Administration Fee.

- 4.2 **Grace Period:** This Agreement has a thirty (30) day grace period. This means that if any required prepayment fee is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, the Agreement will stay in force.

- 4.3 **Provision of Plan Benefits/Plan Providers:** Group acknowledges that unless there is a need for Emergency Services, Agreement provides exclusively for services performed by a Plan Provider. Company shall not have any liability due to treatment by any Non-Plan Provider, physician, hospital, other person, institution or group. Each Member shall select a Plan Dentist from Plan Dentist Directory furnished by Company to Group. Agreement provides for services only. It is not an insurance policy. It does not reimburse Member or Group, except for Emergency Services.

- 4.4 **Eligibility List:** Group shall be responsible for providing Company, by the 20<sup>th</sup> day of the month, the names and other identifying data for each Member to be covered in order for eligibility to be effective on the 1<sup>st</sup> day of the succeeding month, unless otherwise noted in this Agreement. Group shall identify those Members who are newly eligible to receive Plan Benefits. Group shall name the Plan Dentist selected by each Member who is newly eligible. Group shall identify those Members whose coverage will terminate. Group shall be responsible for payment of Prepayment Fees due Company for Members. Payment shall continue until notice of a change in eligibility is provided by Group to Company.

- 4.5 **Eligibility:** Group shall determine eligibility for participation in Plan. Company may rely upon such decision until Group provides notice of a change in eligibility. Any disputes or inquiries from Members regarding eligibility, including renewal or continuation of coverage, shall be referred by Company to Group. Group shall advise Company of its decision. Each Member must work or live in Plan Service Area in order to participate in Plan.

Subscriber and his Dependent(s) are eligible to become Members of Plan during the open enrollment period set by Group. Group may allow enrollment to take place other than during open enrollment for reasons including, but not limited to, Subscriber becoming a new employee of Group, loss of eligibility under other dental benefit plans, or a change in Dependent status. If an additional Prepayment Fee is required for a newly added Dependent, Group must notify Company and pay the additional Prepayment Fee within thirty-one (31) days after that date.

- 4.6 **Coverage of Members:** The Effective Date of coverage for Subscriber or Dependent shall be the first day of the month after written notice and payment of the Prepayment Fee is accepted by Company. Each Subscriber or Dependent enrolled in Plan and whose proper Prepayment Fee has been accepted by Company on or before the 20<sup>th</sup> day of a month will be covered beginning the first day of the following month. Each Subscriber or Dependent enrolled in Plan and whose proper Prepayment Fee has been accepted by Company after the 20<sup>th</sup> day, but by the last day, of the month will be covered beginning the first day of the second following month. However, Subscriber's newborn natural children and newborn adopted children (if Subscriber has entered into a written agreement to adopt such child prior to the birth of the child) will be covered from the moment of birth. Children placed with Subscriber for the purpose of adoption will be covered from the moment of placement.
- 4.7 **Enrollment Forms:** Each Member shall complete an Enrollment Form or suitable proof of enrollment.

#### **ARTICLE V BENEFITS**

- 5.1 **Plan Benefits:** Company shall provide benefits for dental services to Members as set forth in the Evidence of Coverage and Copayment Schedule. Services are subject to limitations and exclusions. Services are provided for the term of Agreement. Company reserves the right to change Plan Benefits after the initial Plan Year. Notice of change is subject to sixty (60) days written notice to Group.
- 5.2 **Copayments and Other Charges:** Member is responsible for payment of all Copayments, any additional laboratory fees for certain dental services as stated in the Copayment Schedule, and all charges for services that are not Plan Benefits. Member must pay dental provider at the time service is rendered. Member may have an option to pay according to provider's billing procedures.
- 5.3 **Current Dental Terminology:** The most current dental terminology may not be reflected in Agreement. However, Plan Benefits will be based on the most current dental terminology. From time to time, and with at least thirty (30) days written notice to Group, Company reserves the right to update Agreement to reflect the most current dental terminology.

#### **ARTICLE VI MEMBER/PLAN PROVIDER RELATIONSHIP**

- 6.1 **Member/Plan Provider Relationship:** The relationship between Member and Plan Provider shall be an independent professional one. Plan Provider shall be solely responsible, without intrusion by Company or Group for all services within the professional relationship between Member and Plan Provider. Company has the right to refuse Plan Benefits, and Plan Provider has the right to refuse treatment, to any Member who: (1) fails to follow a prescribed course of treatment; (2) fails to keep confirmed appointments; (3) fails or refuses to make required payments (including but not limited to Copayments, laboratory fees or missed appointment fees) or any charges for non-covered procedures; (4) uses the relationship for illegal purposes; or (5) otherwise makes the professional relationship unduly burdensome.
- 6.2 **Plan Provider Facilities:** The operation and maintenance of Plan Provider's facilities and equipment shall be completely under the control of Plan Provider. This includes the selection of staff, supervision of personnel and operation of the professional practice. It also includes rendition of any particular professional service or treatment.

- 6.3 **Providers Not Participating with Plan:** Company does not review practice standards of Non-Plan Providers. Members who obtain services from Non-Plan Providers should separately assess the practice standards and skills of those providers.

## ARTICLE VII ADMINISTRATION

- 7.1 **Distribution of Plan Materials and Notices to Members:** Company may be obligated under state law to give notice or Plan materials to Member. If so, it shall be sufficient for Company to give notice or Plan materials to the Group's delegate, unless state law requires otherwise. Group shall then be responsible for providing notice or Plan materials to Subscribers.

7.2 **Selection of Provider:**

- A. **Plan Dentist:** Each Member shall select a Plan Dentist from Plan Dentist Directory. To obtain Plan Benefits, Member shall contact selected Plan Dentist. Either Member or Plan Dentist may request a change of Plan Provider selection by contacting Company.

B. **Plan Specialist:**

**Without Specialty Benefit Amendment:** If Member requires specialty services covered under Plan that cannot be provided by Member's selected Plan Dentist, Member may obtain services from a Plan Specialist. No referral from the selected Plan Dentist is needed. Plan does not cover services received from Non-Plan Providers.

**With Specialty Benefit Amendment:** Under the Specialty Benefit Amendment, Member may obtain services from a Plan Specialist. No referral from the selected Plan Dentist is needed. Member's out-of-pocket amount may vary depending on whether services are received from an SBA Plan Specialist or a Non-SBA Plan Specialist. Plan does not cover services received from Non-Plan Providers.

- 7.3 **Emergency Services:** Procedures for obtaining Emergency Services are in the Evidence of Coverage. A copy of the procedures may also be obtained by contacting Company.

- 7.4 **Assignment of Benefits:** Member's coverage is intended for sole use and benefit of Member. Coverage cannot be transferred to a third party.

## ARTICLE VIII MEMBER GRIEVANCE PROCESS

- 8.1 **Grievance Procedures:** Inquiries, complaints or grievances may be submitted by telephone or in writing to Company or Plan Provider. Member also has the right to contact the Florida Department of Insurance for assistance, at any time, by calling its consumer hotline (1-800-342-2762) or by addressing mail to 200 East Gaines Street, Larson Building, Tallahassee, Florida 32399-3000.

- A. **Definition:** A grievance or complaint is defined as any dissatisfaction regarding plan administration, a denial, reduction or termination of a benefit; the way a benefit is provided, or disenrollment decisions. Any such complaint, or grievance, will be considered informal if it is received verbally. A complaint or grievance will not be considered formal until received by Company in writing.

- B. **Informal Grievance:** Member may contact Company Customer Service department at 1-800-347-3311 regarding any inquiry, complaint or grievance that cannot be resolved to Member's satisfaction. This occurs after speaking directly with the dentist or other concerned party. Company Customer Service Representative will assess and resolve Member's concern. If Member is not satisfied with the resolution, Member may file a written complaint to Company. Company Customer Service Representative will provide Member with the guidelines. In addition, such representative may provide a complaint form to be completed.
- C. **Formal Grievance:** Company expects receipt of a completed complaint form or correspondence from Member expressing dissatisfaction with service or care delivered by Company or Plan Dentist. Any formal grievance may be mailed to: Company Director of Customer Service, P.O. Box 830069, Birmingham, AL 35282-8320. Company will investigate the complaint and will provide a written resolution to Member within sixty (60) calendar days. In matters of quality of care or clinical issues, an appropriate health professional will be consulted. If the complaint is not resolved to Member's satisfaction, Company shall provide an appeal procedure.
- 8.2 **Appeal Procedure:** If Member is not satisfied with the resolution of a written complaint, Member may request an appeal of Company's assessment. Upon receipt of an appeal request, Company will provide Member with Company's written appeal process as defined by Company or applicable State law.

#### **ARTICLE IX TERM AND TERMINATION**

- 9.1 **Term:** After the initial Plan Year, each Plan Year of Agreement shall have a twelve month term. It shall be automatically renewed at the Anniversary Date unless otherwise terminated.
- 9.2 **Termination:** Agreement may be terminated as follows:
- A. During the initial Plan Year by Company:
1. For failure to pay proper monthly Prepayment Fees or (if applicable) the proper monthly Administration Fee prior to the 10<sup>th</sup> of the month in which such fees are due, subject to the grace period explained in the PREPAYMENT FEE, ADMINISTRATION FEE, AND ELIGIBILITY article.
  2. For fraud or misrepresentation of fact in obtaining coverage under Plan, effective immediately upon prior written notice to Group.
  3. For material breach of any provision of Agreement, upon forty-five (45) days written notice to Group.
- B. At Anniversary Date, upon sixty (60) days prior written notice by Company to Group or by Group to Company.
- C. After the initial Plan Year, without cause, upon sixty (60) days prior written notice by Company to Group or by Group to Company.
- 9.3 **Services in Progress at Termination:** If Member's enrollment ends for any reason, each Plan Provider is required to complete all dental services initiated prior to the date Member's enrollment ends. Member's financial responsibility for such services is determined according to the terms of Agreement in effect on the last day of Member's enrollment.



9.4 **Member Termination:** Member coverage shall terminate as follows:

- A. On the last day of the month for which Group has placed Member on eligibility list and has paid Member's proper Prepayment Fee.
- B. If Member commits fraud or material misrepresentation in the use of services or facilities, coverage for Member will terminate immediately upon written notice.
- C. If Member commits fraud or material misrepresentation on Enrollment Form submitted by Member, coverage will terminate immediately upon written notice. This provision will not be enforced after two (2) years from the time Member's coverage begins.
- D. If Group and/or Company terminates Agreement, coverage for Member shall cease on the termination date of Agreement. This shall be subject to any notice required by state law.
- E. If Member fails to make required payments, including but not limited to Copayments, laboratory fees or missed appointment fees, Company reserves the right to terminate coverage upon sixty (60) days written notice. Prepayment Fees received on account of terminated Member, which apply to period after termination date shall be refunded to Group. Thereafter, Company shall have no further liability or responsibility to Member.
- F. If Member, after reasonable efforts, is unable to establish and maintain a satisfactory dentist-patient relationship with Plan Provider, Company reserves the right to terminate coverage upon sixty (60) days written notice. Prepayment Fees received for terminated Member for the period after termination date shall be refunded to Group. Thereafter, Company shall have no further liability or responsibility to Member.
- G. Coverage for Subscriber's Dependents will be terminated if the coverage for Subscriber terminates for any reason. This is subject to continuation privileges for certain Dependents as set forth herein.
- H. Once a Member is no longer qualified as a Dependent, coverage for that Member will terminate.
- I. If Member no longer works or lives in Plan Service Area.

9.5 **Continuation of Coverage under COBRA:** If under the provisions of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Public Law 99-272, Member is granted the right to continuation of coverage beyond the date Member's coverage would otherwise terminate, the following applies. Agreement shall be deemed to allow continuation of coverage as necessary to comply with the provisions of applicable statutes. Member should contact Group concerning eligibility.

**ARTICLE X  
GENERAL PROVISIONS**

10.1 **Amendments:** Company reserves the right to modify, amend or alter Agreement. Any such change will be in writing and duly executed by Company, except to the extent Company updates Plan Benefits to be based on the most current dental terminology.

- 10.2 **Waiver:** The waiver by either party of one or more defaults shall not be construed as a waiver of any other or future default. This applies to any covenant or other condition contained in Agreement. Only an authorized officer of Company may waive any conditions or restrictions of Agreement. Only an authorized officer of Company can amend Agreement, extend time for making a payment or bind Company by making any promise or representation. Such promise or representation shall be in writing. No change in Agreement shall be valid unless endorsed by an authorized officer of Company.
- 10.3 **Notice:** Notice to either party under this Agreement shall be in writing. Notice shall be sent to the address shown in Agreement.
- 10.4 **Terms:** Throughout Agreement, the singular shall include the plural and the plural the singular. The masculine shall include the neuter and feminine. The neuter shall include the masculine and feminine.
- 10.5 **Invalidity:** If any provision of Agreement is determined to be illegal or invalid, all other provisions remain valid. This is true unless the illegality or invalidity prevents the purposes of Agreement from being realized.
- 10.6 **Assignment of Agreement:** No assignment of Agreement is binding upon Company unless Company agrees to it in writing. Any such assignment shall not waive Company's right to withhold its consent to any other assignment. There may occur a merger or acquisition involving Group. If so, Agreement shall remain in force with the surviving entity for the balance of the term of Agreement.
- 10.7 **Acknowledgment:** Each of the parties acknowledges that it has read Agreement and understands its contents. Each party acknowledges it executes Agreement voluntarily.
- 10.8 **Authority:** Group represents it has the authority under applicable law and its charter instrument to execute Agreement.
- 10.9 **Worker's Compensation:** Agreement is not in place of and does not affect any requirement for coverage by Worker's Compensation.
- 10.10 **Governing Law:** Agreement shall be governed by and construed according to laws of the State of Florida.
- 10.11 **Circumstances Beyond Company's Control:** Rendition of dental services may be delayed or made impractical due to circumstances not within Company's control. If this occurs, neither Company nor Plan Provider shall have any liability or obligation to provide services on account of such delay. This includes, but is not limited to, complete or partial destruction of facilities, war, riot and civil insurrection. It also includes labor disputes or disability of a significant number of Plan Providers.
- 10.12 **Major Disaster or Epidemic:** If a major disaster or epidemic occurs, Plan Provider shall render dental services as practical according to his judgment. Such disaster or epidemic may limit available facilities or personnel. In such a situation, neither Company nor Plan Provider shall have any liability or obligation for delay or failure to provide dental services.
- 10.13 **Attorney's Fees and Costs:** If Group defaults in any of its obligations, Group agrees it will pay all of Company's costs to enforce its rights hereunder. This includes, but is not limited to, Company's attorneys' fees and court costs.

10.14 **ERISA:** If Group is regulated under the Employee's Retirement Income Security Act of 1974 (ERISA), Company will work with Group in supplying Group with any information in its possession in meeting any reporting requirements. Company is not and shall not be the chosen administrator or fiduciary for reporting requirements.

**ARTICLE X  
NON-INSURANCE DISCOUNT VISION PROGRAM**

10.1 **Non-Insurance Discount Vision Program:** Each Member is eligible for a non-insurance discount vision program ("Vision Program"). Under the Vision Program, Company arranges for third party providers to furnish discounted vision services and/or goods to Members. The Vision Program offers discounts on goods and/or services. It is not insurance. Third party service providers, and not Company, are liable to Members for the provision of such goods and/or services. Company is not responsible for the provision of goods and/or services, nor is Company liable for the failure of the provision of the same. Company is not liable to Members for the negligent provision of such goods and/or services by third party service providers. The termination date of any Member's enrollment for Plan Benefits is the termination date of that Member's eligibility for the Vision Program. The termination date of Agreement is the termination date of the Vision Program. Company reserves the right to terminate or modify the Vision Program at its sole discretion and without notice to Members (whether or not during the initial Plan Year).

IN WITNESS WHEREOF, the parties have affixed their signature to this Agreement.

COMPANY: DentiCare, Inc. (A Florida Corporation) A Prepaid Limited Health Service Organization Licensed Under Chapter 636 of the Florida Statutes

GROUP: Nassau County Government Employees

By: Michael J. Peninger  
Signature  
Michael J. Peninger, CEO & President  
Print Name and Title  
June 8, 2005  
Date

By: Ansley N. Acree  
Signature  
Ansley N. Acree, Chairman  
Nassau County Board of County Commissioners  
Print Name and Title  
June 27, 2005  
Date

ATTEST: John A. Crawford  
John A. Crawford, Ex-Officio Clerk

Approved as to Form:

Michael S. Mullin  
Michael S. Mullin, County Attorney

Agenda Request For: **June 27, 2005**

Department: **Human Resources**

Background: **Renewal of Contract with Fortis Benefits for Dental Insurance coverage for Nassau County Employees. The Summit Plan will change to the Florida Plus plan and costs will slightly increase, as will some co-pays. Comparison included for review. The Freedom plan and premiums will not change.**

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: **None**

Action requested and recommendation: **Human Resources requests approval for Chairperson of the Board to sign Fortis Contract for upcoming year.**

Is this action consistent with the Nassau County Comprehensive Land Use Plan? **N/A**

Funding Source: **N/A**

Reviewed by:

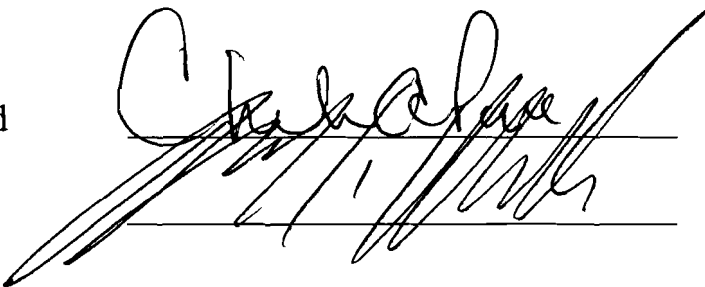
Department Head

Legal

Finance

Chairman

Grants

  
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05 JUN - 9 AM 9: 15

COUNTY COORDINATOR'S OFFICE

Revised 03/04

**APPROVED**  
DATE 6/27/05

Agenda Request For: **June 27, 2005**

Department: **Human Resources**

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Reviewed by:

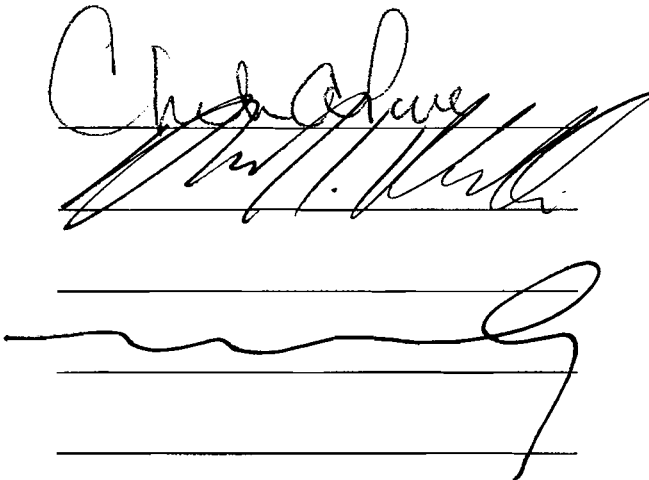
Department Head

Legal

Finance

~~Chairman~~

Grants

The signature block contains several horizontal lines for review. The first line has a handwritten signature that appears to be 'Chris Adams'. The second line has a signature that appears to be 'M. ...'. The third line has a signature that appears to be '...'. The fourth line is blank. The fifth line has a signature that appears to be '...'. The sixth line is blank.

Revised 03/04

05 JUN - 9 AM 9:15

RECORDED  
COUNTY COMMUNICATORS  
OFFICE



ASSURANT

Employee  
Benefits

April 21, 2005

Tina Keiter  
Nassau County Government Employees  
96161 Nassau Place  
Yulee, FL 32097

5401 W. Kennedy Blvd.  
Suite 760  
7th Floor  
Tampa, FL 33609-2457  
Phone: (813) 286-7736  
Facsimile: (813) 289-8315

www.assurant.com

Re: Dental Plan #T737

Dear Benefits Administrator,

The strength of any prepaid dental plan depends largely in part on its network of dentists. In order to continue to provide a strong network, prepaid dental plans need to be updated periodically to reflect changes in the way dental services are provided, and to more accurately reflect dentist compensation. Fortis Benefits DentalCare\* would like to inform you that we have designed products that, in our opinion, demonstrate the state-of-the-art in prepaid dental plans.

As part of our continuing effort to provide you and your employees with the best products and services, we will be moving all of our prepaid customers from the Florida Summit plan to the new Florida Plus plan.

Your rates effective October 1, 2005 are:

|           | <u>Florida Summit (Current Plan)</u> | <u>Florida Plus (Renewal Plan)</u> |
|-----------|--------------------------------------|------------------------------------|
| EE        | \$11.08                              | \$11.17                            |
| EE+1 Dep  | \$18.74                              | \$18.90                            |
| EE+Family | \$29.56                              | \$29.81                            |

The new contract will be effective as of October 1, 2005. Enclosed is a copy of the Group-Dental Service Agreement and sample copayment schedule for the new dental plan. To assure that your group's dental coverage is continued with no lapse, your signature is required on the enclosed agreement. *Please return the entire enclosed agreement within 10 days of receipt.*

Fortis Benefits appreciates your business and is committed to providing you with the highest quality, affordable dental coverage available. We are *The Benefits Solutions People*™! Please contact me if you need to request enrollment materials or for questions regarding the renewal process at (800) 654-7808 ext 1217.

Best Regards,

Angie McKeefery

Renewal Manager  
Tampa Group Sales Office  
angie.mckeefery@assurant.com  
Phone: (813) 286-7736  
Fax: (813) 289-8315

CC: Andrea Mathews

Enclosures



ASSURANT

Employee  
Benefits

April 21, 2005

Tina Keiter  
Nassau County Government Employees  
96161 Nassau Place  
Yulee, FL 32097

Re: Dental Plan #T737

Dear Benefits Administrator,

Thank you for making Assurant Employee Benefits (formerly Fortis Benefits Insurance Company) an integral part of your overall benefits program. We hope that you have been pleased with your dental health plan. July 1, 2005 is the renewal date for your dental health plan with Assurant Employee Benefits.

As you may be aware, inflation experienced in the dental industry, utilization and other factors necessitate periodic reviews of rates. Our goal is to hold these rates at levels that are reasonable and adequate to fund your level of benefits while providing the best possible service. The renewal rating for your group has been completed and a rate adjustment is not necessary for the upcoming year.

Your rates effective October 1, 2005 are:

|                          | <u>Freedom Schedule</u> |                |
|--------------------------|-------------------------|----------------|
|                          | <u>Current</u>          | <u>Renewal</u> |
| Employee                 | \$20.62                 | \$20.62        |
| Employee + One Dependent | \$39.18                 | \$39.18        |
| Employee + Family        | \$67.02                 | \$67.02        |

We appreciate the confidence you have placed in Assurant Employee Benefits and remain committed to providing the highest quality, attractive dental coverage and best customer service available. Please feel free to contact me should you have any questions.

Best Regards,

Angie McKeefery  
Renewal Manager  
Tampa Group Sales Office  
angie.mckeefery@assurant.com  
Phone: (813) 286-7736  
Fax: (813) 289-8315

CC: Andrea Mathews

5401 W. Kennedy Blvd.  
Suite 760  
7th Floor  
Tampa, FL 33609-2457  
Phone: (813) 286-7736  
Facsimile: (813) 289-8315

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DEPARTMENT OF  
HUMAN RESOURCES  
2005 APR 25 PM 4: 09



**Legend to Heritage mapping-FL**  
For internal use only

| Code  | Procedure   | Proposed Plan    | Current Plan     |
|-------|---|------------------|------------------|
|       |   | Plus (low copay) | Legend Summit FL |
| 0999  | Office Visit  | 10               | 5                |
| 0120  | Oral Evaluation                                       | 0                | 0                |
| 0140  | Lim.Oral Eval.-problem focused                        | 20               | 20               |
| 9440  | Office Visit after hours                              | 40               | 40               |
| 0150  | Comp oral exam  | 0                | 0                |
| 0160  | Detailed and extensive oral exam                      | 15               | 15               |
| 0170  | Re-evaluation - limited prob focused                  | 15               | 15               |
| 0180  | Comp perio eval                                       | 15               | 0                |
| 0210  | X-ray   | 0                | 0                |
| 0220  | X-ray   | 0                | 0                |
| 0230  | X-ray   | 0                | 0                |
| 0240  | X-ray   | 0                | 0                |
| 0250  | X-ray   | 0                | 0                |
| 0260  | X-ray   | 0                | 0                |
| 0270  | X-ray   | 0                | 0                |
| 0272  | X-ray   | 0                | 0                |
| 0274  | X-ray   | 0                | 0                |
| 0277  | X-ray - vertical bitewings 7-8 films                  | 0                | 0                |
| 0330  | X-ray Panoramic                                       | 0                | 0                |
| 0415  | Bacterial Studies                                     | 0                | 0                |
| 0425  | Carries Suscep  | 0                | 0                |
| 0460  | Pulp Vitality   | 0                | 0                |
| 4999  | Missed Appt   | 20               | 0                |
| 1110  | Prophy Adult  | 0                | 0                |
| 1120  | Prophy Child  | 0                | 0                |
| 1203  | Fluoride  | 0                | 0                |
| 1310  | Nutritional Coun.                                     | 0                | 0                |
| 1330  | Oral Hygiene Int.                                     | 0                | 0                |
| 1351  | Sealants  | 10               | 10               |
| *1510 | Space Maintainer                                      | 60               | 50               |
| *1515 | Space Maintainer                                      | 60               | 50               |
| *1520 | Space Maintainer                                      | 85               | 85               |
| *1525 | Space Maintainer                                      | 105              | 85               |
| 1550  | Recement SM   | 15               | 15               |
| 4999  | Additional Proph                                      | 25               | 20               |
| 2140  | Amalgam 1 Surf  | 10               | 0                |
| 2150  | Amalgam 2 Surf  | 15               | 0                |
| 2160  | Amalgam 3 Surf  | 35               | 0                |
| 2161  | Amalgam 4 Surf  | 45               | 0                |
| 2330  | Resin 1 Surf  | 35               | 20               |
| 2331  | Resin 2 Surf  | 45               | 30               |
| 2332  | Resin 3 Surf  | 55               | 40               |
| 2335  | Resin 4 Surf  | 65               | 50               |
| 2391  | Resin-based composite - one surface, posterior        | 60               | 50               |
| 2392  | Resin-based composite - two surfaces, posterior       | 70               | 70               |
| 2393  | Resin-based composite - three surfaces, posterior     | 80               | 85               |
| 2394  | Resin-based composite - four or more surfaces, poster | 110              | 85               |
| *2510 | Inlay 1 Surf  | 102              | 90               |
| *2520 | Inlay-Metallic, Two Surfaces                          | 125              | 100              |
| *2530 | Inlay-Metallic, Three Surfaces                        | 150              | 125              |
| *2542 | Onlay - Metallic, Two Surfaces                        | 215              |                  |
| *2543 | Onlay-Metallic, Three Surfaces                        | 220              | 200              |
| *2544 | Onlay-Metallic, Four or More Surfaces                 | 220              | 220              |
| *2610 | Inlay-Porcelain/Ceramic, One Surface                  | 200              | 190              |

|       |   |     |     |
|-------|---|-----|-----|
| *2620 | Inlay-Porcelain/Ceramic, Two Surfaces                 | 210 | 200 |
| *2630 | Inlay-Porcelain/Ceramic, Three or More Surfaces       | 220 | 210 |
| *2740 | Crown   | 265 | 245 |
| *2750 | Crown   | 265 | 245 |
| *2751 | Crown   | 265 | 245 |
| *2752 | Crown   | 265 | 245 |
| *2790 | Crown   | 265 | 245 |
| *2791 | Crown   | 265 | 245 |
| *2792 | Crown   | 265 | 245 |
| 2910  | Recement Inlay  | 15  | 15  |
| 2920  | Recement Crown  | 15  | 15  |
| 2930  | Stainless St. Crn                                     | 80  | 65  |
| 2940  | Sedative Filling                                      | 15  | 5   |
| 2950  | Core Buildup  | 75  | 75  |
| 2951  | Pin Retention   | 15  | 10  |
| *2952 | Cast Post and Core                                    | 90  | 76  |
| 2954  | Prefab Cast & Core                                    | 80  | 76  |
| *2962 | Labial Veneer   | 315 | 315 |
| 2980  | Repair Crown  | 25  | 25  |
| 2999  | Temporary Filling                                     | 15  | 10  |
| 3110  | Pulp Cap Direct                                       | 15  | 15  |
| 3120  | Pulp Cap Indirect                                     | 10  | 0   |
| 3220  | Pulpotomy   | 40  | 25  |
| 3310  | Root Canal Ant.                                       | 135 | 110 |
| 3320  | Root Canal Bi   | 195 | 185 |
| 3330  | Root Canal Mol  | 245 | 220 |
| 3346  | Retreat Root Canal-Anterior                           | 325 | 320 |
| 3347  | Retreat Root Canal-Bicuspid                           | 385 | 380 |
| 3348  | Retreat Root Canal-Molar                              | 460 | 455 |
| 3410  | Apicoectomy Ant                                       | 125 | 55  |
| 3421  | Apicoectomy Bi  | 170 | 80  |
| 3425  | Apicoectomy Mo  | 220 | 100 |
| 3426  | Apicoectomy Add                                       | 100 | 45  |
| 3430  | Retrograde Filling                                    | 40  | 30  |
| 3450  | Root Amputation                                       | 70  | 70  |
| 3920  | Hemisection   | 80  | 75  |
| 4210  | Gingivoplasty, four or more contiguous teeth          | 120 | 100 |
| 4211  | Gingivectomy, one to three teeth                      | 65  | 60  |
| 4240  | Gingival flap procedure, four+ teeth, per quad        | 140 | 75  |
| 4241  | Gingival flap procedure, one to three teeth, per quad | 100 | 75  |
| 4260  | Osseous Surg  | 350 | 300 |
| 4261  | Osseous Surg 1-3 teeth per quad                       | 203 | 180 |
| 4320  | Prov. Splint Int                                      | 80  | 50  |
| 4321  | Prov. Splint Ext                                      | 75  | 75  |
| 4341  | Scale Root Plane                                      | 50  | 50  |
| 4342  | Scale Root Plane 1-3 teeth per quad                   | 30  | 30  |
| 4355  | Full Mouth Deb.                                       | 70  | 60  |
| 4910  | Perio Maint Proc                                      | 45  | 45  |
| 4999  | Periodontal Hygiene Instruction                       | 0   | 0   |
| *5110 | Comp Upper Dent                                       | 295 | 295 |
| *5120 | Comp Lower Dent                                       | 375 | 295 |
| *5130 | Imm Upper Dent  | 400 | 355 |
| *5140 | Imm Lower Dent  | 400 | 355 |
| *5211 | Upper Partial   | 350 | 295 |
| *5212 | Lower Partial   | 350 | 295 |
| *5213 | Upper Partial   | 380 | 375 |
| *5214 | Lower Partial   | 380 | 375 |
| 5410  | Adjust Denture  | 15  | 10  |
| 5411  | Adjust Denture  | 15  | 10  |
| 5421  | Adjust Denture  | 15  | 10  |
| 5422  | Adjust Denture  | 15  | 10  |
| *5510 | Repair broken complete denture base                   | 30  | 25  |

|       |  |     |     |
|-------|--|-----|-----|
| *5610 | repair resin denture base                  | 35  | 35  |
| *5620 | repair cast framework                      | 35  | 35  |
| *5630 | repair or replace broken clasp             | 35  | 35  |
| *5640 | replace broken teeth - per tooth           | 35  | 35  |
| *5650 | add tooth to existing partial denture      | 35  | 35  |
| 5730  | reline complete max denture                | 60  | 60  |
| 5731  | reline complete man denture                | 60  | 60  |
| 5740  | reline max partial denture                 | 60  | 60  |
| 5741  | reline man partial denture                 | 60  | 60  |
| *5750 | reline complete man dent - lab             | 95  | 95  |
| *5751 | reline complete max dent - lab             | 95  | 95  |
| *5760 | reline partial man dent - lab              | 95  | 95  |
| *5761 | reline partial max dent - lab              | 95  | 95  |
| 5850  | Tissue Cond                                | 25  | 20  |
| 5851  | Tissue Cond                                | 25  | 20  |
| 5862  | Precision Attachment                       | 150 | 150 |
| *6210 | Pontic                                     | 265 | 245 |
| *6211 | Pontic                                     | 265 | 245 |
| *6212 | Pontic                                     | 265 | 245 |
| *6240 | Pontic                                     | 265 | 245 |
| *6241 | Pontic                                     | 265 | 245 |
| *6242 | Pontic                                     | 265 | 245 |
| *6251 | Pontic-Resin with Base Metal, Per Unit     | 265 | 245 |
| *6545 | Resin Retainer                             | 140 | 135 |
| *6721 | Crown-Resin with Base Metal, Per Unit      | 265 | 245 |
| *6750 | Crown                                      | 265 | 245 |
| *6751 | Crown                                      | 265 | 245 |
| *6752 | Crown                                      | 265 | 245 |
| *6780 | Crown                                      | 265 | 245 |
| *6790 | Crown                                      | 265 | 245 |
| *6791 | Crown                                      | 265 | 245 |
| *6792 | Crown                                      | 265 | 245 |
| 6930  | Recement Bridge                            | 15  | 15  |
| 6940  | Stress Breaker                             | 150 | 150 |
| 6950  | Precision Attachment                       | 195 | 15  |
| *6980 | Bridge repair                              | 45  | 45  |
| *6999 | Resin Bonded Bridge Pontic, Per Unit       | 235 | 235 |
| 7111  | Coronal Remnants                           | 20  | 5   |
| 7140  | Extraction, erupted tooth or exposed root  | 15  | 5   |
| 7210  | Surg Rem Erupted                           | 50  | 50  |
| 7220  | Removal Imp Soft                           | 65  | 60  |
| 7230  | Removal Imp Part                           | 75  | 70  |
| 7240  | Removal Imp Bon                            | 100 | 80  |
| 7241  | Removal Imp Comp                           | 135 | 110 |
| 7250  | Surgical Rem Root                          | 40  | 30  |
| 7270  | Tooth Reimplan                             | 100 | 40  |
| 7281  | Surgical Exp                               | 85  | 50  |
| 7310  | Alveoloplasty in conj with extractions     | 60  | 45  |
| 7320  | Alveoloplasty not in conj with extractions | 90  | 45  |
| 7510  | Incision and Drain                         | 35  | 25  |
| 7960  | Frenectomy                                 | 125 | 65  |
| 9220  | General Anesthesia                         | 180 | 180 |
| 9230  | Analgesia Nitrous                          | 15  | 15  |
| 9241  | IV Sedation - 1st 30 min                   | 165 | 180 |
| 9242  | IV Sedation - ea. addl 15 min.             | 30  |     |
| 9310  | Consullaion ApPOINT                        | 60  | 94  |
| *9940 | Occlusal Guards                            | 70  | 30  |
| 9951  | Occlusal Adjustment                        | 30  | 30  |
| 9952  | Occlusal Adjustment                        | 150 | 150 |
| 9972  | External Bleaching per arch                | 155 | 150 |

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