

22902



Joe Lauro, CPPO/CPPB  
Director

INTEROFFICE MEMO

To: Stephen M. Spratt, County Administrator  
From: Joseph Lauro, Director of Purchasing  
Subject: Approval of Final Negotiated Contract- Group Dental Plan Prepaid for Pinellas County Employees  
Contract No. 067-0488-P (AM)  
Date: August 16, 2007

**RECOMMENDATION:** I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE FINAL NEGOTIATED CONTRACT FOR GROUP DENTAL PLAN PREPAID FOR PINELLAS COUNTY EMPLOYEES WITH SAFEGUARD HEALTH PLANS, INC., TAMPA, FLORIDA.

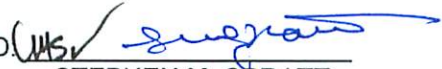
IT IS FURTHER RECOMMENDED THE COUNTY ADMINISTRATOR EXECUTE THE AGREEMENT.

ESTIMATED ANNUAL EXPENDITURE: \$155,000.00

**DISCUSSION:** On July 2, 2007, the County Administrator approved the ranking of firms for a company to provide Group Dental Plan Prepaid for Pinellas County Employees on behalf of Pinellas County's Benefits Section of the Personnel Department and authorized staff to negotiate a final contract with the number one ranked firm, Safeguard Health Plans, Inc.

Negotiations with the highest ranked company clarified that the 4<sup>th</sup> year guarantee of six percent (6%) proposed in their RFP response is actually a cap, or maximum rate increase. This means that the Pinellas County's rate guarantee at that time will be based on its claim experience not to exceed six percent (6%).

Services performed on the contract will commence on October 1, 2007 and continue for thirty-six (36) months and may be renewed for up to four (4) additional twelve (12) month periods beyond the primary contract period upon approval by the County Administrator.

APPROVED:   
STEPHEN M. SPRATT  
County Administrator

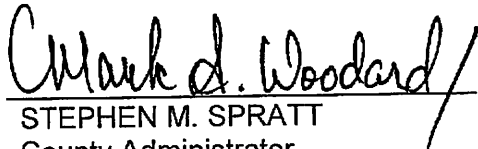
Date of Approval: 8/22/07

Attachments:

- 1) Final Negotiated Agreement
- 2) Approval of Ranking dated July 2, 2007
3. Insurance
4. Vendors Bid
5. ITB
6. Advertisement

At the direction of the County Administrator, staff will begin the negotiation process with the number one ranked firm, SafeGuard Health Plan, Inc., who are also the current providers for the services required in the RFP. Negotiations will be centered on requesting that the Contractor consider amending the 4<sup>th</sup> year rate guarantee to the lesser of CPI or six percent (6%).

APPROVED:

  
STEPHEN M. SPRATT  
County Administrator

Date of Approval: 7/2/07

Attachments:

1. Department Recommendations
2. Tabulation Sheet
3. Evaluation Score Sheets
4. Conflict of Interest Statements
5. Corporate Identity



## AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of August, 2007, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and Safe Guard Health Plans, Inc., hereinafter referred to as the "Contractor".

### WITNESSETH:

WHEREAS, County has previously determined that it has a need for A GROUP DENTAL PREPAID PLAN FOR PINELLAS COUNTY EMPLOYEES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 067-0488-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with A GROUP DENTAL PREPAID PLAN FOR PINELLAS COUNTY EMPLOYEES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence October 1, 2007 and continue for a period of THIRTY-SIX (36) months, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for FOUR (4) additional TWELVE (12) month period(s) after the initial contract period. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the County Administrator or Director of Purchasing.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. Compensation. As compensation for the Contractor providing services to the County as described herein, the County shall pay the Contractor in arrears, based on the submission of invoices for work done. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to



comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

15. Documents Comprising Contract. The Contract shall include this Agreement for A GROUP DENTAL PREPAID PLAN FOR PINELLAS COUNTY EMPLOYEES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on May 4, 2007;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Negotiated Points Letter dated July 25, 2007; and
- d. Contractor's Proposal.

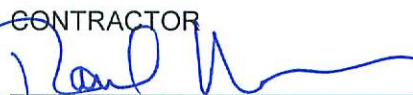
If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this A GROUP DENTAL PREPAID  
PLAN FOR PINELLAS COUNTY EMPLOYEES pursuant to RFP No. 067-0488-P as of the day and year  
first written above.

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator


  
County Administrator

CONTRACTOR

  
President (Signature)

Raul Marciano  
President (Printed Name)

ATTEST:

By:   
(Attesting Witness' name/title)

[Corporate Seal]

ATTEST:

By:   
(Attesting Witness' name/title)

APPROVED AS TO FORM:

  
Office of the County Attorney