

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN

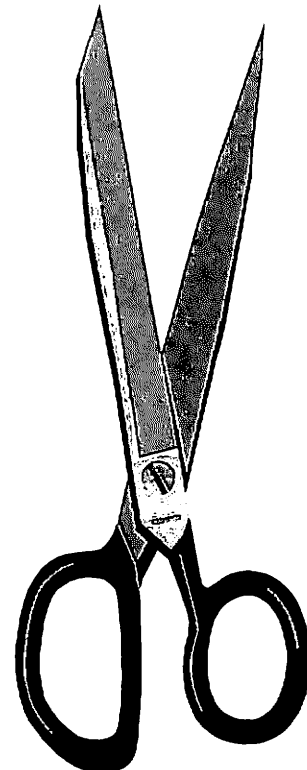
SEALED PROPOSAL NO.: 078-0482-P (AM)

PROPOSAL TITLE : DENTAL SERVICES FOR
HEALTH AND HUMAN SERVICES DEPARTMENT

DUE DATE/TIME: JULY 22, 2008 @ 3:00 PM



SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		 <h1 style="text-align: center;">REQUEST FOR PROPOSAL</h1>	
ISSUE DATE: JUNE 27, 2008		PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: DENTAL SERVICES FOR HEALTH AND HUMAN SERVICES DEPARTMENT		RFP NUMBER: 078-0482-P (AM)	
SUBMITTAL DUE: JULY 22, 2008 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.		PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE	
DEADLINE FOR WRITTEN QUESTIONS: July 14, 2008 BY 3:00 P.M. SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT amcfarla@pinellascounty.org Phone: (727) 464-3149 Fax: (727) 464-3925			
COMMISSIONERS ROBERT B. STEWART - CHAIRMAN CALVIN D. HARRIS - VICE CHAIRMAN RONNIE DUNCAN SUSAN LATVALA JOHN MORRONI KAREN WILLIAMS SEEL KENNETH T. WELCH		THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	
		 JOSEPH LAURO, CPPB Director of Purchasing	

PROPOSER MUST COMPLETE THE FOLLOWING

PROPOSERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE PROPOSAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A PROPOSER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET ____ *RFP DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ ____

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: (____) _____ **FAX:** (____) _____

REMIT TO NAME: _____
 As Shown On Company Invoice)

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	<input type="checkbox"/>
W-9 (TAXPAYER ID)	<input type="checkbox"/>

SEE PAGE 15 SECTION E SCOPE OF WORK

SECTION A - GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL:

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e). Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A - GENERAL CONDITIONS - CONTINUED

5. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

8. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp. This upholds the integrity of the proposal process.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

SECTION A - GENERAL CONDITIONS - CONTINUED**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following 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 through 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.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

SECTION A - GENERAL CONDITIONS - CONTINUED**20. CERTIFICATE OF INSURANCE:**

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

22. PAYMENT/INVOICES:

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

SECTION A - GENERAL CONDITIONS - CONTINUED**23. CANCELLATION:**

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing 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.
- b) 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.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. 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 firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

25. NON-EXCLUSIVE CONTRACT:

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

26. LOBBYING:

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

27. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

SECTION A - GENERAL CONDITIONS - CONTINUED

28. ADD/DELETE LOCATIONS/SERVICES:

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

29. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A - GENERAL CONDITIONS - CONTINUED

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(4) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONCLUDED

31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

32. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B - SPECIAL CONDITIONS

**Proposal Title: DENTAL SERVICES FOR HEALTH & HUMAN SERVICES DEPARTMENT
Proposal Number: 078-0482-P (AM)**

1. OBJECTIVE:

To contract with a qualified firm or firms to provide professional dental care to the eligible clients of the Department of Health and Human Services.

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of twenty-four (24) months from the date of execution of the agreement unless otherwise indicated. **Prices shall remain firm during the first twenty-four month initial contract period. (HHS, take note. Amc)**

5. OPTION OF RENEWAL:

The contract may be renewed subject to written notice of agreement from the County and successful proposer, for an additional **two (2) twenty-four (24) month** periods beyond the primary contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100, for the twelve months prior to renewal, or three percent (3%), whichever is less.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

SECTION B - SPECIAL CONDITIONS

6. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and **Seven (7)** copies with the 'Original' clearly marked.

7. ITEMS TO BE RETURNED WITH PROPOSAL:

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 1
c)	Section E	Proposal Submittal
d)	Section F	Proposal Signature Page
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

8. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
JUNE 27, 2008	Advertising & Publishing RFP
N/A	Pre-proposal Conference
JULY 14, 2008	Deadline for Questions/Clarifications
JULY 22, 2008	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Health & Human Services Department
TBD	Submit recommendation to Board for Award of Contract

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) Professional Medical Malpractice Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
 - (5) **\$500,000.00** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

C. Contractor hereby waives subrogation rights for loss or damage against the County.

D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D - VENDOR REFERENCES

Proposal Title: DENTAL SERVICES FOR HEALTH & HUMAN SERVICES DEPARTMENT**Proposal Number: 078-0482-P (AM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

<p>1 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p>2 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>
<p>3 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p>4 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>

SECTION E – SCOPE OF WORK

Proposal Title: DENTAL SERVICES FOR HEALTH & HUMAN SERVICES DEPARTMENT**Proposal Number: 078-0482-P (AM)****A. OBJECTIVE:**

It is the intent of the County to obtain proposals from qualified firms for the provision of dental care for eligible clients of Pinellas County Department of Health and Human Services in accordance with the requirements and provisions stated herein. The services to be provided through this program are for low-income, uninsured individuals between the ages of 18-64.

B. CURRENT SITUATION:

Pinellas County Board of County Commissioners through the Health and Human Services currently provides dental services to eligible indigent residents of Pinellas County who are low-income and uninsured. At the present time, due to budgetary limitations, services are limited primarily to relief of pain (ROP) procedures (extractions only) **(See Proposal Form, page 19, Amc)**. Based on the availability of additional County funding in the future, the dental program may be expanded to include additional procedures as listed on the Proposal Form **(see pages 20-23 Amc)**. Eligibility for services is currently determined by Pinellas County. Eligibility is based upon residency, citizenship, income and assets. Dental Service referrals are valid for one (1) month. At the discretion of the Department exceptional cases may be granted a time extension. At the discretion of the Department additional dental services beyond ROP may be approved for medically necessary treatment. Based on the availability of additional funding the County reserves the right to go beyond the scope of services for relief of pain and provide for more comprehensive dental services above and beyond ROP.

Current data is as follow:

10/01/2007-03/31/08	[Relief of Pain]
Number of Referrals Written	837
Number of Patients	820
Average Cost per Patient Dental	\$ 129.00
Average Cost per Patient Oral Surgery	\$ 220.00

C. CURRENT MODEL:

There are currently four (4) contract providers for the dental service requirements referenced in this RFP. In addition there are two (2) standard dental services providers [University of Florida, College of Dentistry and Community Health Centers of Pinellas, Inc.] and two (2) oral surgery providers [Oral Surgery Specialists and Arbor Dental Care] under separate contracts.

D. FUTURE MODEL: (Under Development)

<u>Service Providers</u>	<u>Estimated Number Patients</u>
Community Health Centers of Pinellas, Inc.	15
University of Florida, College of Dentistry	60
Oral Surgery Specialists	250
Pool of Volunteer Dentists [pro-bono]	275
Dental Service Providers under this RFP	1,100

SECTION E – SCOPE OF WORK

E. SCOPE OF WORK:

To provide professional dental services as described herein in accordance with social service, Medicaid, and Medicare standards.

1. The Contractor shall possess a license from the Florida State Dental Board to practice dentistry in the State of Florida, and shall maintain said license for the duration of the contract period.
2. The Contractor(s) shall provide dental care as outlined within this RFP to eligible clients of the Department of Health and Human Services as referred by Pinellas County. Services shall be limited to those outlined and eligibility for such services shall be the sole responsibility of the County. Services will be provided at the Contractor's facility unless otherwise stated in the final contract.
3. At no time will the Contractor(s) provide services without prior authorization of the County. In cases where contractor(s) provides services without prior authorization **no reimbursement shall be made for such services.** Only those services authorized on County issued Referral Orders will be considered valid services under the scope of this contract. (See Attachment 1 for Sample Current Referral Order)
4. The Contractor(s) shall furnish all equipment, support services, and supplies.
5. The Contractor(s) shall agree and understand that the award of a contract shall not be construed as an exclusive arrangement and further shall agree that the County may secure identical and/or similar services from other sources at any time in conjunction with or replacement of the contractor(s) services.
 - a. If the County authorizes services from the Contractor(s) and the Contractor(s) is unable to provide services, the Contractor(s) shall notify the County of the reason the Contractor(s) is unable to provide services and the County shall refer the client to another dentist, oral surgeon.
6. Disclosure by the Contractor(s) of any information concerning a client for any purpose not directly connected with the administration of the contract shall be prohibited, except as specified by Florida laws and Federal regulations.
7. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Contractor(s) is expected to adhere to the same standards as the County and other HIPAA covered entities regarding the protection and non-authorized disclosure of Protected Health Information (PHI). Contractor(s) shall be required to sign a HIPAA Business Associate Agreement (BAA). (See attachment 2 for Sample BAA)
8. The Contractor(s) shall follow all policy and procedures for dental services as outlined and provided by the County. (See attachment 3- Pinellas County Health and Human Services Dental Assistance Policy)
9. Services shall be provided within a timely manner, and at times that meet acceptable community standards for the practice of dentistry.
10. At no time will persons served under this contract be segregated or separated from private patients in such a way as to make them stand out from other persons being served by the Contractor(s).
11. The Contractor(s) is responsible to provide staffing to assure continuous care and treatment, in a timely manner, to those individuals eligible for these services.
12. The Contractor(s) shall notify the Department of Health and Human Services within 5 business days of any dates and times the Contractor(s) facility shall be closed for business or otherwise unable to accept County referred patients.
13. The County reserves the right to request dental services beyond the Scope of Services listed in this RFP for medically necessary or exceptional cases.

SECTION E – SCOPE OF WORK

D. OTHER REQUIREMENTS:

1. The Contractor(s) shall submit invoices based on the agreed upon rates/fee schedule to the Department of Health and Human Services no more frequently than bi-weekly, but no less than eeemonthly. The invoice shall at the minimum include information that specifies the Referral Order Number, Date(s) of Service, ADA Procedure Code(s), Unit of Service and Cost per unit billed at the agreed upon rates.
2. Invoices submitted after one (1) year from date of service will not be considered for payment.
3. The Contractor(s) shall permit Site Visits by the Pinellas County Department of Health and Human Services to any of its proposed locations/facilities so that the County may monitor the quality of services provided on the contract.

F. EVALUATION CRITERIA:**Experience and Reliability****250 Points**

1. Experience and reliability of the proposer organization is considered in the evaluation process, therefore, the proposer is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this Request for Proposal.
2. The proposer should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of the Request for Proposal.
 - a. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
 - b. Dates of the Contract.
 - c. A brief, written description of the specific prior services performed and requirements thereof.
 - d. Experience working with an indigent population. Also, address services provided to mental health patients, medically compromised patients, and substance abusers. Please provide names and telephone numbers of persons from area agencies who can confirm such experience.

Capability**250 Points**

1. The qualifications of the personnel proposed by the offeror to perform the requirements of this Request for Proposal will be considered in the evaluation. Therefore, the offeror should submit detailed information related to the experience and qualifications of the staff proposed.
2. The offeror should provide a resume including references detailing educational qualifications and previous work assignments as may relate to this Request for Proposal for key personnel to be assigned to the project.
3. If staffs are not yet hired, the offeror should provide:
 - a) detailed descriptions of the required employment qualifications, and
 - b) detailed job descriptions of the position to be filled, including the type of individual proposed to be hired.

Method of Performance:**250 Points**

1. Proposals will be evaluated based on the offeror's distinctive plan for performing the requirements of the Request for Proposal. Since the evaluators have already read the scope of work as described in the Request for Proposal, it is not necessary for the offeror to repeat the exact Request for Proposal language, or to present a paraphrased version, as an original idea for a technical approach.
2. The offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the scope of work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

SECTION E – SCOPE OF WORK

Cost:**250 Points**

1. The offeror should complete the attached Proposal Form indicating a firm fixed price for the procedures outlined.
2. The offeror is reminded that all terms and conditions must remain firm for the period of the contract, except for prices which may be increased based on CPI or 3% whichever is less during renewal periods (See Page 10, Section B, Item 5).
3. For estimating purposes, \$350,000 is the amount that has been budgeted (requested) for Dental Services for Fiscal Year 2008-2009.

TOTAL POINTS**1000**

SECTION D – PROPOSAL FORM

Proposal Title: DENTAL SERVICES FOR HEALTH & HUMAN SERVICES DEPARTMENT
Proposal Number: 078-0482-P (AM)

<u>RELIEF OF PAIN</u>			
<u>PROCEDURE</u>	<u>ADA CODE</u>	<u>PRICE</u>	
1.1 <u>CLINICAL ORAL EXAMINATIONS</u>			
EMERGENCY ORAL EXAM	D0130	\$ _____	
1.2 <u>RADIOGRAPHS</u>			
INTRAORAL-PERIAPICAL-SINGLE	D0220	\$ _____	
1.11 <u>SURGICAL EXTRACTIONS-</u> <u>INCLUDES LOCAL ANESTHESIA AND ROUTING POST-OP CARE</u>			
SINGLE TOOTH	D7110	\$ _____	
EACH ADDITIONAL TOOTH	D7120	\$ _____	
SURGICAL EXTRACTION IMPACTED TOOTH-SOFT TISSUE	D7220	\$ _____	
ROOT REMOVAL-EXPOSED ROOTS	D7130	\$ _____	

ADDITIONAL PROCEDURES (COMPREHENSIVE)

<u>PROCEDURE</u>	<u>ADA CODE</u>	<u>PRICE</u>
1.1 <u>CLINICAL ORAL EXAMINATIONS</u>		
INITIAL / COMPREHENSIVE EXAM	D0110 / D0150	\$ _____
1.2 <u>RADIOGRAPHS</u>		
INTRAORAL- COMPLETE SERIES 14 FILMS PLUS 2 BITEWINGS	D0210	\$ _____
INTRAORAL PERIAPICAL FIRST FILM	D0220	\$ _____
INTRAORAL-PERIAPICAL (EACH ADDITIONAL FILM)	D0230	\$ _____
1.3 <u>RADIOGRAPHS-OTHER PROCEDURES</u>		
INTRAORAL OCCLUSAL FILM	D0240	\$ _____
BITEWING, SINGLE FILM	D0270	\$ _____
BITEWING, TWO FILMS	D0272	\$ _____
BITEWING, FOUR FILMS	D0274	\$ _____
PANORAMIC FILM	D0330	\$ _____
1.4 <u>DENTAL PROPHYLAXIS</u>		
ADULT PROPHYLAXIS	D1110	\$ _____
PERIODONTAL PROPHYLAXIS	D4910	\$ _____
ROOT PLANING- PER QUAD	D4341	\$ _____
OCCLUSAL ADJUSTMENT-LIMITED	D9951	\$ _____
GINGIVECTOMY, PER TOOTH	D4211	\$ _____
1.5 <u>TOPICAL FLUORIDE TREATMENT</u>		
TOPICAL APPLICATION OF FLUORIDE	D1220	\$ _____

<u>PROCEDURE</u>	<u>ADA CODE</u>	<u>PRICE</u>
1.6 <u>AMALGAM RESTORATIONS</u> <u>(INCLUDING POLISHING)</u>		
AMALGAM- ONE SURFACE	D2140	\$ _____
AMALGAM- TWO SURFACES	D2150	\$ _____
AMALGAM- THREE SURFACES-PERMANENT	D2160	\$ _____
AMALGAM- FOUR OR MORE SURFACES-PERMANENT	D2161	\$ _____
1.7 <u>COMPOSITE RESTORATIONS</u>		
COMPOSITE- ONE SURFACE	D2330	\$ _____
COMPOSITE- TWO SURFACES	D2331	\$ _____
COMPOSITE- THREE SURFACES	D2332	\$ _____
COMPOSITE- FOUR OR MORE SURFACES	D2333	\$ _____
1.8 <u>OTHER RESTORATIVE SERVICES</u>		
CROWN ACRYLIC	D2711	\$ _____
RECEMENT CROWN / RECEMENT INLAY	D2910-D2920	\$ _____
SEDATIVE FILLING	D2940	\$ _____
CROWN BUILD-UP, INCLUDING PINS	D2950	\$ _____
PIN RETENTION, PER TOOTH	D2951	\$ _____
POST & CORE BUILD UP	D2954	\$ _____
1.9 <u>PULP CAPPING</u>		
PULP CAP - DIRECT EXCLUDING FINAL RESTORATION	D3110	\$ _____
PULP CAP - INDIRECT	D3120	\$ _____
ROOT CANAL (ONE CANAL)	D3311	\$ _____
1.10 <u>SURGICAL SERVICES- PERIODONTICS</u>		
GINGIVECTOMY, PER TOOTH	D4211	\$ _____

<u>PROCEDURE</u>	<u>ADA CODE</u>	<u>PRICE</u>
1.11 <u>SURGICAL EXTRACTIONS- INCLUDES LOCAL ANESTHESIA AND ROUTING PREOPERATIVE CARE</u>		
POST OP VISIT	D7257	NO CHARGE
IMPACTED TOOTH W/ COMPLICATIONS	D7241	\$ _____
REMOVAL OF EXOSTOSIS	D7470	\$ _____
SURGICAL REMOVAL OF RESIDUAL TOOTH ROOTS	D7250	\$ _____
RADICAL EXCISION UP TO 1.25C	D7410	\$ _____
RADICAL EXCISION OVER 1.25C	D7420	\$ _____
TREATMENT OF COMPLICATIONS (POST SURGICAL)	D9930	NO CHARGE
ALVEOPLASTY (PER QUAD) WITH OR WITHOUT EXTRACTION	D7320	\$ _____
1.12 <u>DENTURE PROCEDURES</u>		
COMPLETE UPPER DENTURE <i>INCLUDES 3 ADJUSTMENTS AT NO CHARGE</i>	D5110	\$ _____
COMPLETE LOWER DENTURE <i>INCLUDES 3 ADJUSTMENTS AT NO CHARGE</i>	D5120	\$ _____
UPPER PARTIAL ACRYLIC W/ CLASPS <i>INCLUDES 3 ADJUSTMENTS AT NO CHARGE</i>	D5211	\$ _____
LOWER PARTIAL ACRYLIC W/ CLASPS <i>INCLUDES 3 ADJUSTMENTS AT NO CHARGE</i>	D5212	\$ _____
RELINE COMPLETE DENTURE- UPPER & LOWER	D5730-5731	\$ _____
ADJUST PARTIAL DENTURE-UPPER	D5421	\$ _____
ADJUST PARTIAL DENTURE-LOWER	D5422	\$ _____
ADJUST COMPLETE DENTURE- UPPER	D5410	\$ _____
ADJUST COMPLETE DENTURE LOWER	D5411	\$ _____
REPAIR BROKEN COMPLETE DENTURE	D5510	\$ _____
REPLACE MISSING/BROKEN TEETH BASE/COMPLETE (PER TOOTH)	D5520	\$ _____

REPAIR BROKEN DENTURE (ACRYLIC)		
REPAIR BROKEN FRAMEWORK	D5610-D5620	\$ _____
REPLACE BROKEN TOOTH-PARTIAL (PER TOOTH)	D5640	\$ _____
ACRYLIC FLIPPER	D5820	\$ _____
REPAIR OR REPLACE CLASP	D5630-D5670-D5680	\$ _____
1.13 <u>ANESTHESIA</u>		
LOCAL ANESTHESIA -ALONE	D9210	NO CHARGE
LOCAL ANESTHESIA	D9215	NO CHARGE
1.14 <u>MISCELLANEOUS PROCEDURE</u>		
APPLICATION OF DESENSITIZING MEDICATION	D9910	\$ _____

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS
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Proposal Title: DENTAL SERVICES FOR HEALTH & HUMAN SERVICES DEPARTMENT
Proposal Number: 078-0482-P (AM)

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and SEVEN (7) copies.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : :
or
Employer identification number
: : :

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

 Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: DENTAL SERVICES FOR HEALTH & HUMAN SERVICES DEPARTMENT
Proposal Number: 078-0482-P (AM)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.**SIGNATURE/PRINTED NAME****DATE RECEIVED**

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **078-0482-P (AM) for DENTAL SERVICES FOR HEALTH & HUMAN SERVICES DEPARTMENT**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

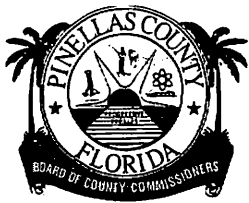
SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____



**PINELLAS COUNTY HUMAN SERVICES DEPARTMENT
MEDICAL / DENTAL SERVICE(S) REFERRAL ORDER**

THIS REFERRAL IS VALID FOR ONE (1) VISIT ONLY UNLESS OTHERWISE SPECIFIED.

DATE:

NUMBER:

TO:

FOR: PATIENT NAME:

SSN:

CLIENT NAME:

SSN:

ADDRESS:

EXACT SERVICES DESCRIBED BELOW MUST BE PROVIDED WITHIN THE VALID DATES SHOWN. EXCEPTIONS MUST BE PRE-APPROVED BY PERSONNEL SHOWN BELOW. PAYMENT FOR NON-AUTHORIZED SERVICES AND/OR INVALID SERVICE DATES MAY BE DENIED.

VALID (FROM - TO):

APPOINTMENT:

RESCHEDULED: _____

AUTHORIZED BY: _____

EXACT SERVICE(S): _____

COMMENTS: _____

SPECIAL INSTRUCTIONS: _____

IMPORTANT PROVIDER INFORMATION

By accepting this REFERRAL ORDER, the Provider agrees to ACCEPT AS PAYMENT IN FULL the amount paid by the Pinellas County Human Services Department for services rendered, at the Department's current fee schedule.

AUTHORIZED BY: _____

OFFICE:

SEE REVERSE SIDE FOR DEPARTMENT POLICIES AND BILLING INFORMATION.

DISTRIBUTION: White and pink to provider. Provider retains pink copy and forwards white copy with original, itemized bill.

ATTACHMENT 1

PINELLAS COUNTY HUMAN SERVICES DEPARTMENT POLICIES AND BILLING INSTRUCTIONS

INPATIENT HOSPITAL ADMISSIONS / DAY SURGERIES

PINELLAS COUNTY HOSPITALIZATIONS: Approved Referral Order must be submitted to the Human Services Department within 15 days of discharge. Payment for Inpatient Hospitalizations and/or Day Surgeries will be made at the current Medicaid Per Diem Rate and limited to 45 days per calendar year.

OUT-OF-COUNTY HOSPITALIZATIONS (HCRA - HEALTH CARE RESPONSIBILITY ACT): HRS Form 1022 and approved Referral Order must be submitted to the Human Services Department within 10 days of discharge. Payment for Inpatient Hospitalizations and/or Day Surgeries will be made at the current Medicaid Per Diem Rate and limited to 45 days per calendar year.

NOTE: Applications may be held up to a maximum of 150 days pending alternative sources of payment such as Medicaid, Crimes Compensation, Insurance, SSI/AFDC Medically Needy, Social Security Disability Insurance, Supplemental Security income, or Litigation.

Physician and ancillary bills may be paid upon submission regardless of alternative payment sources if related to this Referral Order.

SSI/AFDC MEDICALLY NEEDY - SHARE OF COST

Hospital and ancillary physician bills may be paid for patients who are enrolled in the MEDICALLY NEEDY program but who have not met their "SHARE OF COST". Once the "SHARE OF COST" is met, the Human Services Department will no longer provide assistance.

BILLING INSTRUCTIONS

A copy of this Referral Order or the Referral Order Number must accompany the original itemized bill. Your bill must include the following information:

Patient/Client Name	Social Security Number	Dates of Service(s)
5 Digit CPT Code	Modifiers	Units
Itemized Charges	Place of Service	Payment Address
Physician Name	Anesthesia Times	

MAIL ALL INVOICES TO

Pinellas County Health and Human Services
2189 Cleveland St. Ste 266
Clearwater FL 33765

ATTN: FADS

Please allow 4-6 weeks after processing for payment.

Contact the following office Monday - Friday, 8:00 AM to 5:00 PM for assistance. 727-464-8420.

DISTRIBUTION OF REFERRAL ORDER

White and Pink Copies to Provider. Provider retains pink copy and forwards white copy with itemized bill to FADS.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between _____ ("Business Associate") and Pinellas County Department of Health and Human Services Department ("Covered Entity")

RECITALS

WHEREAS, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities or services; and

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160 and 164; and

WHEREAS, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Health Information" means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.3 "Privacy Regulations" means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.4 "Services" means the services provided by Business Associate pursuant to the Underlying Agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.5 "Underlying Agreement" means the services agreement executed by the Covered Entity and Business Associate, if any.

1.6 "Use" or "Uses" mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within Business Associate's internal operations.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective immediately upon execution of this agreement or the agreement to which it is appended.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate is authorized to and shall:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of Covered Entity;
- b. Use Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);
- c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity provided that Covered Entity shall not request Business Associate to Use or Disclose Health Information in a manner that would not be permissible if done by Covered Entity.

Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.6 Availability of Internal Practices, Books and Records. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), for purposes of determining Covered Entity's compliance with the Privacy Regulations.

2.7 Access to and Amendment of Health Information. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to Covered Entity or to the individual(s) identified by Covered Entity as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

2.9 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement with respect to such Health Information.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Underlying Agreement(s).

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if Covered Entity determines that such breach cannot be cured; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Health Information. However, if the Business Associate determines that neither return nor destruction of Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Health Information, and (b) further limits Uses and Disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

ARTICLE V MISCELLANEOUS

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnities") against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce. Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

5.2 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.3 Relationship to Underlying Agreement(s) Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.4 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.5 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return

receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate:

If to Covered Entity:

**Pinellas County Department of Health and Human Services
2189 Cleveland St. Ste 266
Clearwater FL 33765**

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Pinellas County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.

5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

**COVERED ENTITY:
PINELLAS COUNTY HUMAN SERVICES
DEPARTMENT**

By: _____

Print Name: Elithia Stanfield

Title: Assistant County Administrator

Dated: _____

BUSINESS ASSOCIATE:

By: _____

Print Name: _____

Title: _____

Dated: _____

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: _____
Attorney

ATTACHMENT 3

CHAPTER VIII DENTAL ASSISTANCE

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CHAPTER VIII

DENTAL ASSISTANCE

I. Definition

The Department provides dental care to residents meeting eligibility criteria who do not have dental insurance or other access to dental care for needed services. The purpose of the Department's dental program is to provide eligible clients with "relief of pain" treatment.

II. Requirements

In order to be eligible for dental services an individual must meet all technical, categorical, income and asset criteria and must comply with all requirements as stipulated in this manual.

The social worker must ensure that the applicant is aware of all requirements and that eligibility is clearly established prior to authorizing comprehensive dental services. As such, questionable information must be clarified by obtaining verification or documentation.

The applicant is responsible for providing all requested information, for signing any and all release forms necessary for the Department to pursue needed verification and for complying with all referrals. Failure to comply with these regulations may result in denial of services.

Individuals who request dental assistance for a minor child under age 18 must document or verify that they are the child's legal parents or have legal custody or guardianship of the child. Normally pediatric dental services are provided by the Pinellas County Public Health Unit, however, by agreement, specialized services unavailable at the Public Health Unit may be authorized by the Department for eligible children not covered by Medicaid at the University of Florida College of Dentistry.

III. Categorical Eligibility

Dental assistance is limited to individuals who are in need of a dental service which is covered by the Department and who do not have adequate dental coverage. Persons with inadequate or costly dental insurance may be considered for dental assistance with insurance benefits coordinated through the FADS division.

A. Medicaid Recipients

The department does not provide dental care to Medicaid recipients with the exception of Medically Needy and QMB recipients as specified below.

Medically Needy recipients are eligible for relief of pain dental care regardless of whether or not they have met their Share of Cost.

Qualified Medicare Beneficiary (QMB) Medicaid recipients are eligible for comprehensive dental care as the QMB program only pays Medicare deductibles and co-payments and provides no direct medical or dental services.

Sanctioned Medicaid clients, if no other resources are available, may be assisted with relief-of-pain dental services.

B. Medicare Recipients

As Medicare provides no dental benefits, regular Medicare recipients may qualify for relief of pain dental benefits offered by the department as long as meeting the technical, income and asset criteria of the department. However, members of Medicare HMO's which provide dental benefits are not eligible for department dental services.

C. Other Eligible Recipients

This includes all Pinellas County residents who meet the technical, income and asset criteria of the department and who have been determined eligible by department social work staff.

Example

- Individual is on Medicare and has QMB Medicaid which pays Medicare deductible and co-pay only with no other Medicaid benefits. Individual qualifies for relief of pain dental care.

IV. Financial Eligibility

In order to be eligible for dental assistance, the assistance group must not have income or assets that exceed standards established by the Pinellas County Board of County Commissioners and as annotated in this manual.

A. Assistance Group

An assistance group is comprised of all household members whose needs, income and assets must or can be included in the Dental Assistance budget. Eligibility is based on a review of the total income and assets of the assistance group (**Exception:** the earned income of a dependent child who is under the age of 20 years and who is a full-time high school student will not be counted in determining eligibility although such a person may be counted as part of the Assistance Group; **note:** home schooling or G.E.D. classes are not considered high school).

An applicant is responsible for providing income and asset information for each member of the assistance group. Failure to include an individual whose needs are required to be included or to provide information necessary for determining eligibility makes the entire assistance group ineligible for dental services.

An individual who is temporarily absent due to an emergency or an unusual situation is considered to remain a member of the assistance group. An individual who is in an institution or is anticipated to be absent for more than thirty days is no longer considered to be a member of the assistance group.

There may be more than one assistance group in a household. In such situations, eligibility is determined in relation to each assistance group. The income and assets of household members who are not requesting assistance will not be considered, but verification of living arrangements may be requested.

Examples

- Single adult male is residing with his parents. He is requesting dental care, but they are not. He is an assistance group of one. His parents are asked to verify the living arrangements.

- A woman is requesting dental care for herself and her husband. They are sharing an apartment with her sister and her sister's two minor children. Her sister is also applying for dental care. The woman and her husband are in one assistance group. The sister and her two children are in a second assistance group. Each assistance group is asked to verify their income and Medicaid status if any.

B. The Assistance Group must include:
(Appropriate documentation may be required if determined necessary by the social worker.)

The **applicant** and the following household members (who are not receiving Federal (i.e., SSI) and/or State (i.e., TANF) financial assistance). If applicant is an SSI recipient, include in Assistance Group.

- Legal spouse (see **note** on below)
- Dependent natural children, stepchildren and/or blood relatives under 18 years of age.
- Unrelated minor children for whom individual has legal guardianship or custody.
- Legal guardian or natural parent(s) of a minor child.
- Partner and partner's children, under age of 18, if they have children in common (including divorced couples living together with children in common under age 18).
- Admitted father/mother of unborn child (father should not be allowed to deny paternity for eligibility purposes after admitting to paternity). Do not include unborn in Assistance Group.

Note RE: Separated Legal Spouse: See Attachment 3 to Chapter V.

Examples

- Individual requesting dental assistance for himself. He resides with his wife and their two minor children. All four people will be considered in the assistance group.
- A woman is requesting dental care for herself. She resides with her boyfriend and his (not hers) two children. Only the woman will be considered in the assistance group.

The Assistance Group may also include: (optional and to be used if it is to the benefit of the client)

- An adult (related or unrelated) who does not have income and has provided a doctor's statement verifying that their presence is required in the home for a minimum of three months due to the health problems of the client or their own health problems.
- A dependent child through the age of twenty years who has documented full-time high school student status.

Examples

- A mother is applying for dental care for herself. She resides with her nineteen year old son who is a full-time high school student. The mother and her son may both be included in the assistance group if it is verified that the son is a full-time high school student.
- A mother and her 22 yr. old daughter reside together. The daughter is residing with her mother until she finds a job. The mother is requesting dental assistance. Only the mother will be considered in the assistance group.

V. Assistance Period

The assistance period is the length of time for which assistance may be approved without requiring the client to return for another interview. In determining the assistance period, the social worker must ensure that the household will continue to meet all eligibility criteria and has complied with all referrals.

The following assistance periods will be utilized by Department staff for all dental service:

All dental Referral Orders should be issued for a one month period from the date of issue. As the original Referral Order issued approves the client's dental treatment plan, the FADS unit dental staff may authorize an additional period if requested by the dental provider providing the original treatment plan has not been completed and provided no more than one month has lapsed since the end date of the original Referral Order. Dental treatment beyond the 6-7 month treatment window requires a return visit to the social work unit to have eligibility re-established.

VI. Dental Providers

A. Contract Dental Services

Contract dentists provide services to eligible patients who are over the age of eighteen years and who meet all Department eligibility criteria as outlined in this manual. Treatment will be authorized by Pinellas County after eligibility has been determined. Dental services may be authorized for eligible clients who are in pain.

1. Length of Treatment

Referral Orders to contract providers will be issued for one month from the date the R.O. was written. Referral Orders will remain valid even if the client becomes financially ineligible during this period, however, will be terminated if the client becomes eligible for comparable dental coverage (e.g., dental insurance) providing the needed service during this period.

2. Social Worker Procedures

- a. Referral Order should state: "Relief of pain only", or other language specifying the nature of the problem. If treatment plan has been approved, the client will remain eligible for the duration of the assistance period.
- b. Staff should always check the Referral Order computer screen (PF7) for previous and currently valid Referral Order prior to issuing a new Referral Order.

3. Scope of Services

Revision to Dental Policy Effective July 16, 2007

Effective Monday July 16, 2007, dental services and treatment to all eligible clients of the Pinellas County Department of Health and Human Services is limited to the extractions(s) of the affected tooth (teeth) for the purpose of relief of pain only.

Eligible clients may be approved for additional relief-of-pain dental services as necessary to relieve the client from dental pain.

No other dental services may be provided nor exceptions granted.

Note: For patients, who have already exceeded the variable cap and who are in dental pain, an exception may be granted to the "relief of pain", cap by FADS. If antibiotics are required to reduce swelling prior to dental treatment, the contract dental office or the patient's Primary Care Physician should be requested to prescribe the necessary prescription. Any decision to visit a local Emergency Room for treatment should be solely that of the patient and staff should not involve themselves in this decision.

4. Dismissal of Patients

Patients may be removed from the dental plan for the following infractions:

- a. Three or more missed appointments
- b. Continual disruptions
- c. Threatening behavior
- d. Fraud

(See Chapter VII for Suspension Procedures)

B. University of Florida College of Dentistry

The department maintains a contractual agreement with the University of Florida College of Dentistry that allows referrals to the U/F College of Dentistry for "relief of pain" dental care within terms of the contract.

1. Procedures re: Treatment for Adults

- a. The department is allowed three patients per day Monday - Friday and their names should be recorded in the log kept in the downstairs reception area of the St. Petersburg office after eligibility has been determined.
- b. Only patients with emergency dental conditions should be referred to U/F.
- c. Patients should be issued a Referral Order specifying "relief of pain" dental care.
- d. Patients should arrive at the U/F clinic at 7:30 a.m. for emergency treatment on their scheduled date. They will not be seen on any date but the one scheduled. This will be the point of entry for all U/F referrals.

2. Procedures re: Treatment of Children at University of Florida College of Dentistry

This is the only department program that provides for treatment of children and is a cooperative agreement between the department, the Pinellas Public Health Unit and the University of Florida College of Dentistry. Its purpose is to provide specialized (e.g., root canals) pediatric dental services for patients of the Public Health Unit's pediatric dental program.

- a.** Children covered by Medicaid do not qualify for this program as Medicaid provides children/s dental coverage.
- b.** Parent(s) or legal guardian(s) of a subject child must meet all department technical, income and asset eligibility criteria.
- c.** A referral to the department from the Public Health Unit is required to introduce child and family.
- d.** May be seen by department social worker by appointment or as emergency walk-in.

VII. Oral Surgery

- A.** Patients requiring an oral surgeon will be referred to the contract oral surgeon by the contract dentist who will notify the FADS division by telephone of the referral.
- B.** Patients with a referral from any dentist or physician stating that the patient requires an oral surgeon may be referred directly to the contracted oral surgeon by a social worker without first being referred to the contract dentist.
- C.** Patients should not be referred to an oral surgeon based simply on patient demand or wish to be sedated due to fear of needles, fear of dental care, etc.
- D.** Pursuant the advice of the Purchasing Department, referrals to oral surgeons are to be rotated among the contracted oral surgeons on an equal basis.

VIII. Prescription Services for Dental Patients

All dental patients should be issued a prescription card for any dental prescriptions provided by any of the aforementioned dental programs.

- A.** "Dental Only" patients including those on Medicare receive the "salmon-colored dental only" prescription card.
- B.** Medical patients will use their medical identification card to access prescription services.
- C.** "Dental Only" prescription card expiration dates should be the same as the Referral Order expiration date.

IX. Program Exclusions

The Department's dental programs are designed to provide "relief of pain" treatment within the scope of the contracts and programs extant at any particular time. The following list includes, but is not limited to, services which are not covered by the Department.

- Crown and Bridge
- Gold Crowns and Inlays
- Dental Implants
- General Anesthesia (requires prior supervisory approval)
- IV Sedation (requires prior supervisory approval)
- Nitrous Oxide
- Orthodontics
- Periodontal Surgery
- TMJ Surgery
- Torus Palatinus
- Partial Dentures

Relevant contracts for specific programs supersede this list and should be referred to as needed for details of coverage.

DENTAL ASSISTANCE

MONTHLY INCOME AND ASSET CRITERIA Effective 2/1/08

HOUSEHOLD SIZE	INCOME LIMIT (100% FPL)	ASSET CRITERIA
1	\$867	\$2,000
2	\$1,167	\$3,000
3	\$1,467	\$3,000
4	\$1,767	\$3,000
5	\$2,067	\$3,000
6	\$2,367	\$3,000
7	\$2,667	\$3,000
8	\$2,967*	\$3,000

* Add \$300 for each person over 8.

Simplified Dental Eligibility

In order to expedite the intake of walk-in clients seeking relief of pain dental treatment and lacking some documentation or verification of eligibility, the Social Worker Assistant and/or Social Work staff may assess the client's dental condition and determine from the information available if an initial determination can be made.

Once minimal I.D. and Pinellas County residency have been established and an emergent dental condition is identified, the client will be given a short term dental referral and a dental Rx card to cover the time required to see a contract dentist in order to alleviate the pain and begin treatment. At the same time, a future appointment with a social worker will be given for the client to return for a full intake. If the return appointment is not kept, no further services will be authorized until such time as full eligibility is established and the client will forfeit any future right to access the simplified dental intake process.

The minimum requirements for the simplified dental intake are:

- A completed Client Request Form (HHS/SW-208)
- Obvious, severe dental pain (e.g. abscess with swelling, severe pain over several days, or recent visit to an E.R. for dental pain).
- One proof of I.D. and Pinellas residency from the list of acceptable proofs of residency as indicated in Chapter II of the Policy Manual

The words **Emergency Dental** should be included on the Referral Order to indicate to the fiscal unit that emergency service only has been approved and the client must return for a complete intake before further services are authorized.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, 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 _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for DENTAL SERVICES FOR THE HEALTH & HUMAN SERVICES DEPARTMENT; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 078-0482-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 DENTAL SERVICES FOR THE HEALTH & HUMAN SERVICES DEPARTMENT, 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 upon execution of this agreement and continue for a period of TWENTY-FOUR (24) months, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for TWO (2) additional TWENTY-FOUR (24) 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. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100, for the twelve months prior to renewal, or **three percent (3%)**, whichever is less.

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, Section 2-176(j).

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 DENTAL SERVICES FOR THE HEALTH & HUMAN SERVICES DEPARTMENT, 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 _____, 2008;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. 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 Agreement for DENTAL SERVICES FOR THE HEALTH & HUMAN SERVICES DEPARTMENT pursuant to RFP No. 078-0482-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its Board of
County Commissioners

Chairman

ATTEST:
KEN BURKE

By: _____
Deputy Clerk

CONTRACTOR

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS

ROBERT B. STEWART - CHAIRMAN
CALVIN D. HARRIS - VICE CHAIRMAN
RONNIE DUNCAN
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

July 16, 2008

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: DENTAL SERVICES FOR HEALTH AND HUMAN SERVICES DEPARTMENT

PROPOSAL NUMBER 078-0482-P (AM)

PROPOSAL SUBMITTAL SCHEDULED FOR: JULY 22, 2008 @ 3:00 p.m.

ADDENDUM NO. 1

Following are additional information, clarifications to question received relative to referenced Request for Proposal (RFP):

QUESTION 1

Is there any chance that Health and Human Services Department (HHS) would be going back to full service dental?

ANSWER 1

The County may not be as HHS is taking a 10 million dollar budget cut and may not in the future have the funds again for full service coverage. It is possible that the services may include restorations in the future rather than strictly extractions, but there is nothing definite or in place at this time.

QUESTION 2

Are there any changes that would be occurring in the future?

ANSWER 2

HHS earlier in the year discussed working with HEP (Homeless Emergency Project) and JRC (Johnnie Ruth Clarke with the loss of UF Clinic) for some dental services for their clients but nothing is in place for that at this time. The contract with the currently contracted dentists would be the same come October. HHS's changing medical plan is the real priority right now.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Continued page 2

QUESTION 3

Do we need to fill out all the fees on the section that lists all the procedures as there are many that HHS is not using any more?

ANSWER 3

The proposer is advised to fill out all the fees. Failure to do so may result in the proposer being deemed to be non-responsive and removed from further consideration.

QUESTION 4

On page 14, Section D Vendor References the proposer is requested to list 4 "local commercial and/or governmental references that you have previously performed similar contract services for:"
Is the proposer required to list a total of 4 references or may the proposer list less than this amount?

ANSWER 4

The proposer is encouraged to list a total of 4 references as indicated in Section D. However, the proposer may list a lesser number of references that may be used to perform due diligence as required. The proposer must also provide the information requested on Page 17, Item F as it refers to "Evaluation Criteria" to be scored for a possible 250 points for "Experience and Reliability".

Please remember to acknowledge receipt of this Addendum in Section G, page 26 as Addendum No. 1 and return with the completed proposal package.

Sincerely,



Joseph Lauro, CPPO/CPPB
Director of Purchasing

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