



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P08-0110** Proposal Due Date: **June 30, 2008**
 Materials and/or Services: **Employee Dental Benefits Plan** Proposal Time: **5:00 P.M. AZ Time**
 Project No: _____ Contact: _____
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.* All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal Issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: F. G. Chip Merkel Telephone: (717) 260-7000 Fax: (717) 260-6972
 Company Name: United Concordia Insurance Company Authorized Signature for Offer:
 Address: 4401 Deer Path Road Printed Name: F. G. Chip Merkel
Harrisburg, PA 17110 Senior Vice President and Chief Marketing Officer
 City State Zip Code Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:
 Mary Jo Kief, City Clerk
 City of Peoria, Arizona. Effective Date: 10/15/08
 Approved as to form:
 Stephen M. Kemp, City Attorney
 cc: 100-10090
 Contract Number: **LCON18808**
 Contract Awarded Date: 10/14/08
 Official File: _____
 Carl Swenson, City Manager

City Seal

UNITED CONCORDIA

America's Premier Dental Insurer

August 5, 2008

Ms. Lisa Houg, SPPB
Contract Officer
City of Peoria
8401 W Monroe Street
Peoria, AZ 85345

Re: Best and Final: P08-0110

Dear Ms. Houg,

We appreciate the opportunity to present our Best and Final offer to City of Peoria.

Our Best and Final offer includes the following features:

- ◆ Revised fully-insured rates with multi-year rate guarantee and subsequent rate caps for years 2011 and 2012.
- ◆ Plan to include all Composite Restorations (white fillings) at no additional cost to the City of Peoria. This benefit will keep your employees smiling!
- ◆ Plan to include Preventive Incentive at no additional cost to the City of Peoria. Stretching your benefit dollar is a win-win for everyone.
- ◆ Confirmation that a 1/1/09 contract will exactly match the existing contract.
- ◆ A copy of the ASO and BAA agreements are attached for the City's review.

United Concordia has provided superior service to the City of the past 4 years. In these tough economic times, offering your employees access to a network of providers that offer significant discounts is vital. Four years ago, United Concordia committed to offering your employees access to network providers at lower costs than those same providers in the previous plan's network. We delivered what we promised, as more than two-thirds of your employees have continued to receive care from contracted providers. We have proven that our network provides significant savings (24.3% discount), and packaged with the 90th percentile for out-of-network services, I believe is the most comprehensive program available. Over the past 4 years, United Concordia has proactively enhanced the benefit offering to the City to include services that have become the "standard of care". Those services include implant crowns, full mouth debridement and incision and drainage, to name a few procedures. We are excited to offer Preventive Incentive and Posterior Composite restorations for 2009, as we feel these added benefits can only lead to increased satisfaction among your employees.

I am hopeful that the City of Peoria sees the value in partnering with United Concordia. We are committed to offering your employees continued access to quality dental care at discounted fees and my local account management team is committed to delivering superior service. We value your business and look forward to continuing our partnership.

If you have any questions, please feel free to contact me at (602) 667-2209.

Sincerely,

Barbara Crawford
Regional Sales Director
United Concordia



CITY OF PEORIA
EXHIBIT E - DENTAL RATE QUOTATION FORM
FULLY INSURED INDEMNITY/PPO DENTAL BENEFITS

Effective: 1/1/2009-12/31/2009

This form must be completed in its entirety. Please do not alter, add or delete rows. Failure to complete the exhibit may result in rejection of your offer.

Rate Development must be PEPM	INDEMNITY/PPO PLAN
A. Claim Cost Development (PEPM)	
Incumbent Claim Cost (based on experience in RFP)	\$55.72
Discount/Network/UM Differential Factor*	1.0
Plan Design Differential Factor*	1.0
Claim Cost prior to Trend	\$55.72
Midpoint Trend	1.08
Expected Claims (based on experience)	\$59.96
Manual Claim Cost (if applicable)	\$0.00
Blended Claim Cost (experience/manual)	\$0.00
Claim Margin	\$0.00
Total (PEPM)	\$59.96
B. Retention Expense (PEPM)	
Commission	\$0.00
Administration / Profit / Risk / Taxes	\$5.94
Network Access	\$0.00
Other (Specify)	\$0.00
Total Retention Cost (PEPM)	\$5.94
Assumed In-Network Penetration	67.5%
C. Premium Rate PEPM (A+B)	
	\$65.91
Enrollment Assumptions	
Employee Only	351
Employee + One Dependent	226
Employee + Family	391
Total	968
Fully Insured Premium Rates (Rates are guaranteed for 2 years 1/09 - 12/10)	
Employee Only	\$27.82
Employee + One Dependent	\$57.72
Employee + Family	\$105.08
Total Monthly Premium	\$63,895
Total Annual Premium	\$766,742
Are there any additional costs not included in your rates? If so, please identify.	
Rate Guarantee or Rate Cap	
Will you provide rate caps for 2010-2011 plan year?	YES
If Yes, indicate percentage change to above rates.	9.5%
Will you provide rate caps for 2011-2012 plan year?	YES
If Yes, indicate percentage change to 2010-2011 Rates.	9.5%

* These are factors that your organization uses to adjust the incumbents claim experience. For example, a discount differential factor of less than 1.0 means you believe your discounts and/or network are better than the incumbent.

Comments

Authorized Signature	<i>Barbara Crawford</i>
Vendor Name	United Concordia
Date	August 5, 2008
Contact Phone Number	602-667-2209



CITY OF PEORIA
EXHIBIT G - ASO DENTAL FEE QUOTATION FORM
SELF-FUNDED INDEMNITY/PPO DENTAL BENEFITS
 Effective: 1/1/2009-12/31/2009

Please do not alter, add or delete rows. Failure to complete the exhibit in its entirety may result in rejection of your offer.

	2009	2010	2011
ASO Fees (PEPM)	DENTAL	DENTAL	DENTAL
A. Base Administration Fees			
Dental Claim Administration Fee	\$3.50	\$3.50	\$3.50
Full Claim Fiduciary	\$0.00	\$0.00	\$0.00
Network Access	\$0.00	\$0.00	\$0.00
Reporting	\$0.00	\$0.00	\$0.00
Other (Specify)	\$0.00	\$0.00	\$0.00
Total Base Administration Fees	\$3.50	\$3.50	\$3.50
B. Optional Administration Services (client may choose some or all)			
ID Cards - laminated, non-customized (Standard ID Cards)	\$0.00	\$0.00	\$0.00
Creation of Plan Document	\$0.00		
Printing of Plan Document (Printing cost per Document)	\$0.35		
Claim History transfer	\$0.00		
Total Optional Administration Services	\$0.35	\$0.00	\$0.00
C. All Administration Fees			
Total Administration Fees (PEPM)	\$3.85	\$3.50	\$3.50
Enrollment Assumptions			
# of Employees	351	226	391
At contract termination, what would be the cost for run-out administration on a per Claim basis?	TBD	TBD	TBD

Comments
 The costs are based on standard ID cards. Printing of Plan Document assumes 1,000 printed copies, mailed to 1 central location. Cost to print per SPD is \$4.00. Costs are based on that SPDs will be provided one time at the initial effective date.

Authorized Signature	<i>Barbara Crawford</i>
Vendor Name	United Concordia
Date	August 5, 2008
Contact Phone Number	602-667-2209



CITY OF PEORIA
EXHIBIT I - POTENTIAL PLAN DESIGN CHANGES
FULLY INSURED INDEMNITY/PPO DENTAL BENEFITS
Effective: 1/1/2009-12/31/2009

Indicate changes to premium rates for the following benefit changes. Please do not alter, add or delete rows.

OPTIONS	Additional Monthly Premium Cost		
	EMPLOYEE	EMPLOYEE+1	EMPLOYEE+FAMILY
1. Increase preventive services (Class I) from 80% to 100%	\$2.15	\$4.45	\$8.10
2. Increase major services (Class III) from 50% to 60%	\$1.26	\$2.62	\$4.77
3. Increase Calendar Year Maximum from \$1,500 to \$2,000	\$0.38	\$0.79	\$1.44
4. Add Cancer Screenings (swab or other new technologies)	\$0.50	\$1.00	\$1.50
5. Add Adult Fluoride (2x/year at 100%)	\$0.07	\$0.14	\$0.25
6. Add TMJ benefits (including Nightguard) - \$500 lifetime maximum	\$0.59	\$1.23	\$2.23
7. Add Implant coverage applies to annual max covered @ 50%	\$0.40	\$0.83	\$1.52
8. Add Third Cleaning (third trimester, diabetes, and periodontal)	\$0.57	\$1.14	\$1.75
9. Add Composite (white fillings); cover posterior teeth, included at no additional cost in the current plan design	\$0.00	\$0.00	\$0.00
10. Add Rollover (some unused portion of annual maximum is not used in the current year and is rolled to the next year) PLEASE EXPLAIN YOUR PROGRAM BELOW IN COMMENTS OR ATTACH	N/A	N/A	N/A
11. Other Plan Design Options: Preventive Incentive (Included in the cost of the current plan) no additional cost	\$0.00	\$0.00	\$0.00
12. Other Plan Design Options: PLEASE EXPLAIN YOUR PROGRAM BELOW IN COMMENTS OR ATTACH	\$0.00	\$0.00	\$0.00
13. Other Plan Design Options: PLEASE EXPLAIN YOUR PROGRAM BELOW IN COMMENTS OR ATTACH	\$0.00	\$0.00	\$0.00

Comments

Beginning January 1, 2009, a new benefit feature currently referred to as "Preventive Incentive" will be available to our members enrolled in a Concordia Flex plan. With Preventive Incentive, dental services that fall under Class I Diagnostic and Preventive will not count toward a member's annual plan maximum. Please see attached word document for complete description of Preventive Incentive.

Authorized Signature	<i>Barbara Crawford</i>
Vendor Name	United Concordia
Date	August 5, 2008
Contact Phone Number	602-667-2209



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0110

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Employee Dental Benefits Plan**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for one-hundred twenty (120) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price Term
6. **Term of Contract:** The term of any resultant contract shall commence on January 1, 2009 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
10. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
11. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
12. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the field.
13. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0110

Materials Management Procurement

8314 West Cinnabar Avenue
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Fax: (623) 773-7118

14. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

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

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

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

15. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0110

Materials Management Procurement

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Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

16. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

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

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

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.



SPECIAL TERMS AND CONDITIONS

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Materials Management
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17. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

18. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

19. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0110

Materials Management Procurement

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- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

20. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

21. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

22. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

23. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P08-0110

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- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

DENTAL PROPOSAL # P08-0110

FOR



CITY OF PEORIA

EFFECTIVE: JANUARY 1, 2009

PRESENTED BY:

UNITED CONCORDIA

Insuring America's Dental Health

JUNE 30, 2008

June 30, 2008

Ms. Lisa Houg, CPPB
Contract Officer
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345-6560

RE: DENTAL BENEFITS PROPOSAL FOR THE CITY OF PEORIA

Dear Ms. Houg:

We are pleased to have the opportunity to continue our partnership with the City of Peoria to administer dental benefits for its employees and dependents. United Concordia is one of the largest dental insurance carriers in the country, currently administering dental benefits for more than 7.7 million members nationwide. Our dental-only focus enables us to achieve an unmatched level of expertise in the design, implementation, administration and service of dental benefits programs.

United Concordia is committed to providing outstanding service and comprehensive dental benefits and will continue to offer the following advantages to the City of Peoria:

- ◆ ***A proven track record*** of successfully administering the City of Peoria's dental programs since 2005. The overall increase in plan costs has been 12% over the past 4 years. Dental trends nationally have been running at 6% annually.
- ◆ ***No disruption, transition or implementation necessary*** since we are the incumbent dental carrier for the City of Peoria.
- ◆ ***Performance guarantees*** on account management and claims processing.
- ◆ Competitive fully-insured rates, ***guaranteed for two years with a third year cap.***
- ◆ Competitive ASO fee, ***guaranteed for three years.***
- ◆ A large dental network, ***with more than 65,600 participating dentists*** located at more than ***120,000 total locations nationally***, offering excellent access, significant discounts and quality dental care for employees.
- ◆ One of the highest customer retention and satisfaction rates in the industry. ***Our retention rate is more than 95 percent*** and 9 out of 10 members are satisfied with their United Concordia program.
- ◆ ***The highest level of security in the industry.*** We are in full compliance with the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP). All member data is secured in our parent company's state-of-the art data center.
- ◆ ***The Smile for Health® program***, which provides coverage for dental services that help contribute to better overall health, including a ***maternity dental benefit.***
- ◆ ULTRA, a proprietary Quality Assurance/Utilization Review system that ***assures appropriate and quality dental care for members.***

UNITED CONCORDIA

Insuring America's Dental Health

The City of Peoria

Page 2

June 30, 2008

- ◆ An organization that places paramount importance on providing a consistent high level of *quality account management and responsive customer service*.
- ◆ *Internet-based services*, including **Group Query and ConcordiaConnect** for group administrators, **My Dental Benefits** for members and **My Patients' Benefits** for dentists.
- ◆ *As an added benefit option*, we are offering the City of Peoria the option to add the Davis Vision discount program to the proposed dental plan(s), at no additional cost.

Our Advantage *Plus* network and the discounts it produces sets us apart from the carrier boasting the largest network in the state. There is a significant difference between United Concordia and a carrier that contracts with 90-95% of practicing dentists. Dentists in the other program merely agree to accept their full fee as payment in full, with little or no discounts passed on to the member.

When we began administering the City of Peoria's account in 2005, many employees were able to see the same dentist they had been seeing under their previous plan and the network dentist accepted a much lower fee for the same service. In addition, members seeking care from non-network dentists experienced no increase in out-of-pocket costs. With the economy as it is today, electing a full fee dentistry carrier puts more of a financial burden on your employees. I am confident that the City of Peoria sees the value in doing business with United Concordia because we are looking out for the financial well being of your employees, while still affording them access to quality dental care.

The combination of United Concordia's dental networks, custom systems, customer service operations and quality assurance standards distinguishes us from other insurance carriers. Our goal is to continue to provide employees with high quality dental services at an affordable and predictable cost. With our experience in dental insurance and administration, large dental networks, automated systems and commitment to quality care and service, the City of Peoria and its members will continue to receive extraordinary value for their premium dollar.

I will personally continue to take lead responsibility for the City of Peoria's account. I am committed to meeting with you and the group administrators as needed. Furthermore, I will continue to work closely with Stephanie Anthony, Account Service Representative and the management team in our operational areas ensuring that the City of Peoria remains completely satisfied.

Thank you for the opportunity to present our dental benefit programs. If you have any questions regarding our proposal, please contact me at (602) 667-2209 or via email at barbara.crawford@ucci.com.

Sincerely,



Barbara Crawford
Regional Sales Director

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SECTION 1

**CITY OF PEORIA
OFFER AND ACCEPTANCE FORM AND
SPECIAL TERMS AND CONDITIONS**

United Concordia's deviations to the City's special terms and conditions are as follows:

* { Fully-Insured

{ Since United Concordia is the incumbent dental carrier, the necessary contracts and forms are currently on file with United Concordia.

ASO

United Concordia would prefer to use our Agreement for Administrative Services (ASO), because this agreement is specifically tailored to include terms and conditions that describe the administrative services we would provide. If the City chooses our ASO arrangement, United Concordia is willing to negotiate a mutually agreed upon ASO agreement and Business Associate Addendum for dental benefit administration.



SOLICITATION AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0110
Description: Employee Dental Benefits
Amendment No: One (1)
Solicitation Due Date: June 30, 2008
Solicitation Due Time: 5:00 PM

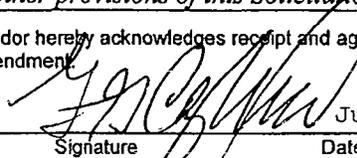
Buyer: Lisa Houg, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The Dental RFP CD has been revised. The CD marked "FINAL" must be submitted with your response.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment


June 25, 2008
Signature Date

F. G. Chip Merkel
Senior Vice President and Chief Marketing Officer
Typed Name and Title

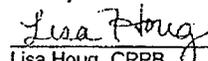
4401 Deer Path Road
Address

Harrisburg, PA 17110
City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 6, 2008

at Peoria, Arizona


Lisa Houg, CPPB
Contract Officer



SOLICITATION AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0110
Description: Employee Dental Benefits
Amendment No: Two (2)
Solicitation Due Date: June 30, 2008
Solicitation Due Time: 5:00 PM

Buyer: Lisa Houg, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The RFP for Employee Dental Benefits is being amended to revise the following:

1. Exhibit F, column headings should read 2009, 2010 and 2011.
2. Exhibit I, Option #9 is replaced with "Add composite (white fillings); cover posterior teeth."

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

June 25, 2008

Signature Date

F. G. Chip Merkel
Senior Vice President and Chief Marketing Officer

Typed Name and Title

4401 Deer Path Road

Address

Harrisburg, PA 17110

City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 13, 2008

at Peoria, Arizona

Lisa Houg, CPPB
Contract Officer



SOLICITATION AMENDMENT

**Materials Management
Procurement**
 8314 West Cinnabar Avenue
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P08-0110
 Description: Employee Dental Benefits
 Amendment No: Three (3)
 Solicitation Due Date: June 30, 2008
 Solicitation Due Time: 5:00 PM

Buyer: Lisa Houg, CPPB

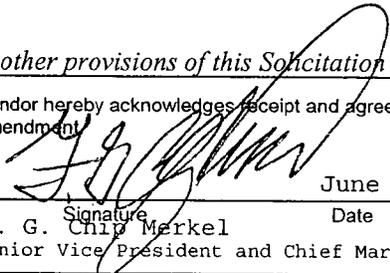
A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The RFP for Employee Dental Benefits is being amended to revise the following:

The numbers in Exhibit H, 'Provider Disruption', in the column labeled 'Tax ID Number' are not, in fact, Tax ID Numbers. You will need to perform your Provider matches using name and address.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.



June 25, 2008

Signature Date

F. G. Chip Merkel
 Senior Vice President and Chief Marketing Officer

Typed Name and Title

4401 Deer Path Road

Address

Harrisburg, PA 17110

City

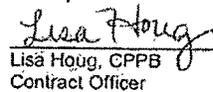
State

Zip

The above referenced Solicitation Amendment is hereby Executed

June 23, 2008

at Peoria, Arizona



Lisa Houg, CPPB
 Contract Officer

SECTION 2



**CITY OF PEORIA
EXHIBIT D - VENDOR INFORMATION SHEET**

VENDOR INFORMATION SHEET

Organization Name	United Concordia Companies, Inc.
Date Founded	1971
Contact Person's Name	Barbara Crawford
Title	Regional Sales Director
Address	2198 East Camelback Road, Suite 260
County/State	Maricopa County/Arizona
Phone Number	602-667-2209
Fax Number	602-957-6762
E-mail Address	barbara.crawford@ucci.com

Services Quoted (place "X" in box)	Yes	No
PPO Dental	X	
Pre-Paid Dental		X

Current References (Municipalities Preferred)

Company Name	Contact Name	Phone Number and County Location	Number of Employees	Contract Start Date
City of Killeen	Tina Flores-Nevarez	(254) 501-7837	962	10/1/00
City of Copperas Cove	Kelli Sames	(254) 542-8922	268	10/2/02
City of El Paso	Irene Morales	(915) 541-4448	1,534	1/1/01

Recently Terminated Clients (Municipalities Preferred)

Company Name	Contact Name	Phone Number	Termination Reason	Termination Date
McKinney ISD	Bev McAlexander	(469) 742-4102	Rates	9/1/07
Bell County	Laura Hardcastle	(254) 933-5118	Rates	11/1/07
Wichita Falls ISD	Lisa Bean	(940) 720-3371	Consolidation	9/1/04

Authorized Signature: Barbara Crawford



CITY OF PEORIA
EXHIBIT E - DENTAL RATE QUOTATION FORM
FULLY INSURED INDEMNITY/PPO DENTAL BENEFITS

Effective: 1/1/2009-12/31/2009

This form must be completed in its entirety. Please do not alter, add or delete rows. Failure to complete the exhibit may result in rejection of your offer.

Rate Development must be PEPM	INDEMNITY/PPO PLAN
A. Claim Cost Development (PEPM)	
Incumbent Claim Cost (based on experience in RFP)	\$55.74
Discount/Network/UM Differential Factor*	1.0
Plan Design Differential Factor*	1.0
Claim Cost prior to Trend	\$55.74
Midpoint Trend	1.12
Expected Claims (based on experience)	\$62.21
Manual Claim Cost (if applicable)	\$0.00
Blended Claim Cost (experience/manual)	\$0.00
Claim Margin	\$0.00
Total (PEPM)	\$62.21
B. Retention Expense (PEPM)	
Commission	\$0.00
Administration / Profit / Risk	\$3.72
Network Access	\$0.00
Other (Specify)	\$0.00
Total Retention Cost (PEPM)	\$3.72
Assumed In-Network Penetration	67.5%
C. Premium Rate PEPM (A+B)	\$65.93
Enrollment Assumptions	
Employee Only	351
Employee + One Dependent	226
Employee + Family	391
Total	968
Fully Insured Premium Rates	
Employee Only	\$27.83
Employee + One Dependent	\$57.72
Employee + Family	\$105.08
Total Monthly Premium	\$63,898
Total Annual Premium	\$766,780
Are there any additional costs not included in your rates? If so, please identify.	
Rate Guarantee or Rate Cap	
Will you provide rate caps for 2010-2011 plan year?	YES
If Yes, indicate percentage change to above rates.	Rate Pass
Will you provide rate caps for 2011-2012 plan year?	YES
If Yes, indicate percentage change to 2010-2011 Rates.	Not to exceed 9.5%

* These are factors that your organization uses to adjust the incumbents claim experience. For example, a discount differential factor of less than 1.0 means you believe your discounts and/or network are better than the incumbent.

Comments

Authorized Signature	<i>Barbara Crawford</i>
Vendor Name	United Concordia Companies, Inc.
Date	26-Jun-08
Contact Phone Number	602-667-2209



CITY OF PEORIA
 EXHIBIT F - DENTAL RATE QUOTATION FORM
 PREPAID DENTAL BENEFITS
 Effective: 1/1/2009-12/31/2009

Fully Insured Premium Rates	2009	2010	2010
Employee Only	\$0.00	\$0.00	\$0.00
Employee + One Dependent	\$0.00	\$0.00	\$0.00
Employee + Family	\$0.00	\$0.00	\$0.00
Total Monthly Premium	\$0	\$0	\$0
Total Annual Premium	\$0	\$0	\$0
Enrollment Assumptions			
Employee Only	126	126	126
Employee + One Dependent	55	55	55
Employee + Family	95	95	95
Total	276	276	276
Are there any additional costs not included in your rates? If so, please identify.			
Confirm your patient charge schedule will not change for the period quoted?			

Comments
United Concordia is not provide a quote for the Prepaid Dental Plan.

Authorized Signature	<i>Barbara Crawford</i>
Vendor Name	United Concordia Companies, Inc.
Date	26-Jun-08
Contact Phone Number	602-667-2209



CITY OF PEORIA
EXHIBIT G - ASO DENTAL FEE QUOTATION FORM
SELF-FUNDED INDEMNITY/PPO DENTAL BENEFITS
 Effective: 1/1/2009-12/31/2009

Please do not alter, add or delete rows. Failure to complete the exhibit in its entirety may result in rejection of your offer.

	2009	2010	2011
ASO Fees (PEPM)	DENTAL	DENTAL	DENTAL
A. Base Administration Fees			
Dental Claim Administration Fee	\$3.50	\$3.50	\$3.50
Full Claim Fiduciary	\$0.00	\$0.00	\$0.00
Network Access	\$0.00	\$0.00	\$0.00
Reporting	\$0.00	\$0.00	\$0.00
Other (Specify)	\$0.00	\$0.00	\$0.00
Total Base Administration Fees	\$3.50	\$3.50	\$3.50
B. Optional Administration Services (client may choose some or all)			
ID Cards - laminated, non-customized	\$0.00	\$0.00	\$0.00
Creation of Plan Document	\$0.00		
Printing of Plan Document	\$0.35		
Claim History transfer	\$0.00		
Total Optional Administration Services	\$0.35	\$0.00	\$0.00
C. All Administration Fees			
Total Administration Fees (PEPM)	\$3.85	\$3.50	\$3.50
Enrollment Assumptions			
# of Employees	351	226	391
At contract termination, what would be the cost for run-out administration on a per Claim basis?	TBD	TBD	TBD

Comments
 The costs are based on standard ID cards. Printing of Plan Document assumes 1,000 printed copies, mailed to one central location. The cost to print per SPD is \$4.00. Costs assumes that SPDs will be provided one time on the initial effective date.

Authorized Signature	<i>Barbara Crawford</i>
Vendor Name	United Concordia Companies, Inc.
Date	June 26, 2008
Contact Phone Number	602-667-2209



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental*
						YES/NO	YES/NO
Garret F Harnett DDS	000605293	18555 N 79Th Ave, Ste A102	Glendale	AZ	85308	No	
Arrowhead Childrens Dentistry Plc	000881217	18700 N 64Th Dr, Ste 302	Glendale	AZ	85308	Yes	
Mounib M Shaaban DDS	000629436	7435 W Cactus Rd, Ste 103	Peoria	AZ	85381	No	
Johnny L Smith DMD PA	001355996	9276 W Union Hills, Ste A	Peoria	AZ	85382	Yes	
Jeffrey S Alexander DDS	000661874	8253 W Thunderbird, Ste 101	Peoria	AZ	85381	Yes	
Thomas M Mack DDS PC	000747590	17215 N 72Nd Dr, Ste A100	Glendale	AZ	85308	Yes	
Arrowhead Family Dentistry PC	000771250	7777 W Deer Valley, Ste 160	Peoria	AZ	85382	Yes	
Rolfe Dental Group LLC	001647110	16772 W Bell Rd, Ste 100	Surprise	AZ	85374	Yes	
Michael J Mansfield DMD	000718786	6677 W Thunderbird Rd, H 12	Glendale	AZ	85306	Yes	
Westside Endodontic Professionals Ltd	000882523	18555 N 79Th Ave, Ste D104	Glendale	AZ	85308	Yes	
Reflections Dental PC	000831247	6003 W Thunderbird Rd, Ste 2	Glendale	AZ	85306	Yes	
Fletcher Heights Dental Care PC	000502568	8272 W Lake Pleasant Pkwy,	Peoria	AZ	85382	No	
David R Hunter DDS PC	000814380	6525 W Sack Dr, Suite 101	Glendale	AZ	85308	Yes	
Bruce J Lachot DDS	000925513	8535 E Hartford Dr, Ste 202	Scottsdale	AZ	85255	No	
All West Family Dentistry Pllc	000413989	13470 N 83Rd Ave, Ste 100	Peoria	AZ	85381	No	
Mark A Gaona DDS	000771232	18555 N 79Th Ave, Ste B107	Glendale	AZ	85308	No	
Your Family Dentist PC	001445810	8390 W Cactus Rd, Ste 110	Peoria	AZ	85381	Yes	
Affiliated Childrens Dental Dpecialists PC	000601528	6320 A W Union Hill Dr, Ste 28	Glendale	AZ	85308	No	
Cosmetic And Restorative Dentistry	001725247	4025 W Bell Rd, Ste 7	Phoenix	AZ	85053	No	
Charles J Gatti DDS PC	000689578	7505 W Deer Valley Rd, Ste 14	Peoria	AZ	85382	No	
Affiliated Orthodontic Consultants	000073322	7505 W Deer Valley Rd, Ste 11	Peoria	AZ	85382	Yes	
Valley Endodontics PA	000983134	706 E Bell Rd, Ste 106	Phoenix	AZ	85022	Yes	
Arrowhead Oral And Maxillo Surgeons	000557471	18555 N 79Th Ave, Ste A103	Glendale	AZ	85308	Yes	
John R Francis DDS	000795771	8671 W Union Hills Dr, Ste 50	Peoria	AZ	85382	Yes	
Sasd PC	000994329	8987 W Olive Ave, Ste 120	Peoria	AZ	85345	Yes	
Donald L Wilcox DDS	000628160	18275 N 59Th Ave, Ste 114	Glendale	AZ	85308	No	
Wigwan Creek Dental Care PC	001547776	13000W Indian School Rd, Ste	Litchfield Park	AZ	85340	Yes	
Raymone M Tanaka DDS Pllc	000833332	18301 N 79Th Ave, Ste F 160	Glendale	AZ	85308	No	
Arizona Center For Implant, Facial & Oral Surge	000867410	18301 N 79Th Ave, Bldg G Ste	Glendale	AZ	85308	Yes	
Roschamboe Pllc	000076937	13575 W Indian School Rd, St	Litchfield Park	AZ	85340	No	
Navan Patel DDS PC	000755819	7616 W Thunderbird Rd, Ste 2	Peoria	AZ	85381	Yes	
Darrel L Bischoff DDS PC	000843603	7966 W Thunderbird Rd, Ste 1	Peoria	AZ	85381	No	
West Valley Pediatric Dentistry	001874566	13575 W Indian School Rd, St	Litchfield Park	AZ	85340	Yes	
Robert Demarco DMD	000856978	8877 W Union Hills Dr, Ste 60	Peoria	AZ	85382	Yes	
John J Marget DDS	000696649	5757 W Thunderbird Rd, Ste V	Glendale	AZ	85306	No	
Bsf DMD Plc	001768569	14967 W Bell Rd, Ste 150	Surprise	AZ	85374	Yes	
Thunderbird Dental Trust	000841830	13980 N 67Th Ave, Ste 2	Glendale	AZ	85306	Yes	
Bruce T Aahrens DDS PC	000188663	7616 W Thunderbird Rd, Ste 1	Peoria	AZ	85381	Yes	
Todd E Dickerson DDS	000856950	1200 W Warner Rd, Ste 1	Chandler	AZ	85224	No	
Penttila Schroeder Maxfield DDS Ps	001660609	4476 W Van Giesen St	West Richland	WA	99353	No	
Jennifer J Myers-Fineberg DDS	000779435	6750 W Deer Valley Rd, Ste C	Glendale	AZ	85310	Yes	
Dental Studio 101	001872490	34597 N 60Th St, Ste 101	Scottsdale	AZ	85266	No	
West Valley Pediatric Dentistry	001874568	15264 W Brookside Ln, Ste 15	Surprise	AZ	85374	Yes	
Northwest Endodontics Ltd	000991305	7972 W Thunderbird Rd, Bldg	Peoria	AZ	85381	No	
West Dental Group	001638931	15182 N 75Th Ave, Ste 120	Peoria	AZ	85381	Yes	
Davis Orthodontics, Inc.	000819793	8509 N 51St Ave	Glendale	AZ	85302	Yes	
My Kidz Dentist	001406263	19636 N 27Th Ave, Ste 403	Phoenix	AZ	85027	Yes	
Stacey C Layman DDS Pllc	001521625	7200 W Bell Rd, Ste C3	Glendale	AZ	85308	No	
Arrowhead Dental PC	000817305	8466 W Peoria Ave, Ste 12	Peoria	AZ	85345	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental*
						YES/NO	YES/NO
Richard E Feldhake DMD & Assoc PC	000665099	7725 N 43Rd Ave, Ste 711	Phoenix	AZ	85051	Yes	
Pleasant Dentistry	001821366	8279 W Lake Pleasant Pkwy,	Peoria	AZ	85382	Yes	
Elizabeth J Fleming DDS	000791968	20950 N Tatum Blvd, Ste 280	Phoenix	AZ	85050	No	
Nelson Family Dentistry PC	000957767	4491 W Northern Ave	Glendale	AZ	85301	Yes	
David Barclay Dowling DDS	000708121	10613 N 43Rd Ave	Phoenix	AZ	85029	No	
A Vinson Lee DDS PC	000819902	17235 N 75Th Ave, Ste A 150	Glendale	AZ	85308	Yes	
Cosmetic And Restorative Dentistry	000808969	4025 W Bell Rd, Ste 7	Phoenix	AZ	85053	No	
Wood Orthodontics PC	001830367	3618 W Anthem Way, Ste D10	Phoenix	AZ	85086	No	
Southwest Dental Group	001660056	15188 N 75Th Ave, Ste 280	Peoria	AZ	85381	Yes	
Jane W Liu DMD PLLC	001551066	5750 W Thunderbird, Arizona	Glendale	AZ	85306	Yes	
David P Terlizzi DDS Plc	001693297	20470 N Lake Pleasant Dr, Ste	Peoria	AZ	85382	Yes	
West Valley Orthodontics PC	001650721	15276 W Brookside Ln, Ste 14	Surprise	AZ	85374	Yes	
David Barclay Dowling DDS	000708162	7545 W Bell Rd, Ste 106	Peoria	AZ	85382	No	
Matthew E Ford DDS	000952474	20241 N 67Th Ave, Ste A3	Glendale	AZ	85308	Yes	
Amy J McKeever DDS PLLC	001436415	5620 W Thunderbird Rd, Ste H	Glendale	AZ	85306	Yes	
Joseph L Harris DDS PC	000573893	4444 N 32 St, Ste 208	Phoenix	AZ	85018	No	
59Th Avenue Dentistry Ltd	000793811	8519 N 59Th Ave	Glendale	AZ	85302	Yes	
Thomas R Walker DDS	000814405	10720 W Indian School Rd, St	Phoenix	AZ	85037	Yes	
Clark L Jones DDS	000428580	4025 W Bell Rd, Ste 5	Phoenix	AZ	85053	Yes	
/ ted Oral And Maxi Surgeons PC	000823999	5750 W Thunderbird Rd, Ste H	Glendale	AZ	85306	Yes	
Union Hills Family Dentistry PLLC	001913993	18475 N 91St Ave, Ste 1	Peoria	AZ	85382	Yes	
Dr Richard C Brenke	000274221	7505 W Der Valley Rd, Ste 11	Peoria	AZ	85382	No	
Sun West Endodontics Ltd	001365962	13920 W Camino Del Sol, Ste	Sun City West	AZ	85375	Yes	
Kathleen L Crowley DDS	000791979	18001 N 79Th Ave, Ste B16	Glendale	AZ	85308	No	
Kimiko Management LLC	001644387	1900 W Chandler Blvd, Ste 22	Chandler	AZ	85224	No	
Farzin Allameh DDS	001964619	5750 W Thunderbird Rd, Ste F	Glendale	AZ	85306	Yes	
Farzin Allameh DDS	000985236	10320 W Mcdowell Rd, Ste A1	Avondale	AZ	85392	Yes	
Holyoak Family Dentistry	000667765	12414 N 28Th Dr	Phoenix	AZ	85029	Yes	
Charles C Clausen DDS PC	000609902	13055 W Mcdowell Ave, Ste G	Avondale	AZ	85392	Yes	
Happy Valley Family Dentistry LLC	001612821	3830 W Pinnacle Peak Rd, Ste	Glendale	AZ	85310	Yes	
Desert Sands Management, Inc.	001745368	245 E Bell Rd, Ste 2	Phoenix	AZ	85022	Yes	
All West Family Dentistry PLLC	001382044	13470 N 83Rd Ave	Peoria	AZ	85381	No	
Palm Valley Oral & Maxillofacial Surgery	001533741	1646 N Litchfield Rd, Ste 130	Goodyear	AZ	85395	Yes	
Patrick J Canaday DDS	000098102	3201 W Peoria Ave, Ste D 709	Phoenix	AZ	85029	No	
West Valley Dental	000479963	20359 N 59Th Ave, Ste 101	Glendale	AZ	85308	No	
Ryan D Cullinan DDS	001519367	5700 W Olive Ave, Ste 107	Glendale	AZ	85302	Yes	
Larry J Fink DDS	000701334	18425 N 51St Ave, Ste C	Glendale	AZ	85308	Yes	
Joshua S Hong DDS PLLC	001565648	8520 W Peoria Ave, Ste 108	Peoria	AZ	85345	Yes	
Glendale Dental Group Ltd	000548828	4419 W Glendale Ave	Glendale	AZ	85301	Yes	
Apple Dentistry, Inc.	000717167	13821 N 35Th Dr, Ste 2	Phoenix	AZ	85053	Yes	
Samuel Gegamian DMD	001831001	5501 N 19Th Ave, Ste 307	Phoenix	AZ	85015	Yes	
f. st J Filippi DMD PC	000671947	10320 W Indian School Rd, St	Phoenix	AZ	85037	Yes	
Third Millennium Group PC	001638929	8284 W Union Hill Dr	Glendale	AZ	85308	No	
Dustin Karren DMD PC	001353890	702 E Bell Rd, Suite 110	Phoenix	AZ	85022	No	
Randall Snyder DDS PLLC	001762044	4830 N Litchfield Rd	Litchfield Park	AZ	85340	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO/Dental	Prepaid Dental
						YES/NO	YES/NO
J A Sweikert DDS PC	000630873	4025 W Bell Rd, Ste 9	Phoenix	AZ	85053	Yes	
Preventive Dentistry Ltd	000164925	15640 N Seventh St, Ste A4	Phoenix	AZ	85022	No	
Matt O Hanhila Jr DDS	000873191	20165 N 67Th Ave, Ste 102	Glendale	AZ	85308	Yes	
Brian J Hanratty DDS Pllc	000923814	3655 W Anthem Way, Ste A11	Phoenix	AZ	85086	Yes	
Westcoast Dental, Inc.	001817887	13706 W Bell Rd, Ste 2	Surprise	AZ	85374	Yes	
L N Butler DDS	000554507	5406 W Glenn Dr, Ste 2	Glendale	AZ	85301	No	
West Valley Pediatric Dentistry	001629052	3618 W Anathem Way, Ste D	Phoenix	AZ	85086	Yes	
Saguaro Family Dentistry	000669981	9813 N 95Th St, Ste 101	Scottsdale	AZ	85258	No	
Sundance Endodontivs PC	001844292	13360 N 94Th Dr, Ste C	Peoria	AZ	85381	No	
Artisan Family Dentistry LLC	001368816	18555 N 59Th Ave, Ste 127	Glendale	AZ	85308	Yes	
Dr Thomas W Rogers DDS	000500136	7200 W Bell Rd, Ste C2	Glendale	AZ	85308	Yes	
Asha & Ardeshir Dentistry Ltd	001409719	16816 N 35Th Ave, Ste 9	Phoenix	AZ	85053	Yes	
Kelly K Hilgers DDS	001769847	14425 W Mcdowell Rd, Ste F1	Goodyear	AZ	85395	Yes	
Patrick A Carr DDS	000553187	10333 W Coggins Dr	Sun City	AZ	85351	No	
Associated Family Dentistry Ltd	000823656	9160 N 43Rd Ave	Glendale	AZ	85302	Yes	
Desert Ridge Implant And Oral Surgery	000545076	20950 N Tatum Blvd, Ste 120	Phoenix	AZ	85050	Yes	
Smiles Of Beauty Of Surprise Az, Inc.	000126876	15033 W Bell Rd, Ste 175	Surprise	AZ	85374	Yes	
Benjamin Odom DDS	000665489	4855 E Thomas Rd A 4	Phoenix	AZ	85018	No	
Desert Summit Dentistry PC	000972377	8194 W Deer Valley Rd, Ste 1	Peoria	AZ	85382	Yes	
Baotist Dental Center	000824816	7802 N 43Rd Ave, Ste 8	Glendale	AZ	85301	Yes	
Sweikert DDS PC	001374251	4025 W Bell Rd, St 9	Phoenix	AZ	85053	Yes	
Artistic Dental	000686188	2333 E Campbell Ave	Phoenix	AZ	85016	Yes	
Dental Impression Family Dentistry	001909911	13925 W Meeker Blvd, Ste 8	Sun City West	AZ	85375	No	
William J Tufo DDS	000438441	7614 West Indian School Rd,	Phoenix	AZ	85033	Yes	
Karen L Berrigan DMD PC	000814378	20100 N 51St Ave, Ste B230	Glendale	AZ	85308	Yes	
Protection Plus Dental Center	000026982	1430 N Central Ave, Ste A	Avondale	AZ	85323	Yes	
John G Wood DDS	000122349	20100 N 51St Ave, Ste E550	Glendale	AZ	85308	No	
Canyon Trails Dental Care PC	001682252	500 N Estella Pkwy, Ste B1	Goodyear	AZ	85338	Yes	
Bailey Orthodontics PC	001821553	14997 W Ball Rd, Ste 150	Surprise	AZ	85374	Yes	
Paul D Woodbury DDS	000857785	4000 N Central Ave, Ste 1401	Phoenix	AZ	85012	Yes	
Dale S Cutler DDS LLC	000774266	13920 W Camino Del Sol, Ste	Sun City West	AZ	85375	No	
Spur Cross Dental Spa LLC	000549991	38252 N Jacqueline Dr, Ste E	Cave Creek	AZ	85331	Yes	
Ei Hillal & Saavedra Orthodontics	001654983	8272 W Lake Pleasant Pkwy,	Peoria	AZ	85382	Yes	
Howard A Levinson DDS PC	000872545	2501 W Happy Valley Rd, Ste	Phoenix	AZ	85085	Yes	
W S A T Enterprises I LLC	001756836	140 N Litchfield Rd, Ste 201	Goodyear	AZ	85338	Yes	
Rey A Bergelin DDS	000822375	1257 W Warner Rd, Ste B2	Chandler	AZ	85224	Yes	
Mark H Lidner DDS	000645853	13203 N 103Rd Ave, Suite H1	Sun City	AZ	85351	Yes	
Jeffrey G Wellman DDS	001417287	14979 W Bell Rd, Ste 150	Surprise	AZ	85374	Yes	
Amy Liu DDS PC	000841204	5610 W Talavi Blvd, Ste 100	Glendale	AZ	85306	Yes	
Associated Orthodontist Ltd	000823995	5750 W Thunderbird, Ste H-80	Glendale	AZ	85306	Yes	
Joseph H Davis DDS PC	000854781	3003 N Central Ave, Ste 630	Phoenix	AZ	85012	Yes	
Thomas Chong DDS	000515726	12630 N 103Rd Ave, Ste 142	Sun City	AZ	85351	No	
Robert A Lindemoen DDS	000008269	4235 N 32Nd St, Ste C	Phoenix	AZ	85018	No	
Paul D Hurt DDS	000743321	6226 N 27 Ave	Phoenix	AZ	85017	No	
Scott's Orthodontic Services Ltd	000659074	9301 E Shea Blvd, Ste 111	Scottsdale	AZ	85260	Yes	
Aadm LLC	001924073	5940 W Union Hills Dr, Ste F1	Glendale	AZ	85308	Yes	
Gary D Oreskovich DDS	000873187	1526 W Glendale Ave, Ste 107	Phoenix	AZ	85021	Yes	
Arthur Orthodontics Plc	000601018	9360 E Raintree Dr, Ste 107	Scottsdale	AZ	85260	No	
Brent R Hall DDS	000983880	8877 W Union Hills, Ste 600	Peoria	AZ	85382	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental*
						YES/NO	YES/NO
Martin Margetis DDS	000404629	13000 N 103Rd Ave, Ste 71	Sun City	AZ	85351	Yes	
Leonard Bafaloukos DDS	000803093	3902 W Camelback Road	Phoenix	AZ	85019	Yes	
Ralph W Price DDS PC	000829683	4400 N 32Nd St	Phoenix	AZ	85018	No	
Advanced Dental Group	000996431	15440 N 7Th St, Ste 8	Phoenix	AZ	85022	Yes	
Joe Bryant DDS	000818903	20329 N 59Th Ave, Ste A11	Glendale	AZ	85308	Yes	
Mark D Pogue DDS	000983865	8535 E Hartford Dr 100	Scottsdale	AZ	85255	No	
Desert Vista Dental West Pllc	001595359	1646 N Litchfield Rd, Ste 125	Goodyear	AZ	85395	No	
Irwin Feinberg DDS	000516704	7201 N 19Th Ave, Ste 1	Phoenix	AZ	85021	No	
El Hillal & Saavedra Orthodontics	001813837	8272 W Lake Pleasant Pkwy,	Peoria	AZ	85382	Yes	
Dunn Orthodontics Llp	001870327	5220 N Dysart Rd, Bldg E Ste	Litchfield Park	AZ	85340	Yes	
David B Grubler DDS	000098148	333 W Hatcher Rd, Ste 1	Phoenix	AZ	85021	Yes	
Smita V Palejwala DDS PC	000832027	6807 E Thomas Rd	Scottsdale	AZ	85251	Yes	
Alan L Noelck DDS	000820546	551 Plaza Cr, Ste C	Litchfield Park	AZ	85340	No	
Robert B Yacko DDS PC	000831035	6750 W Peoria Ave, Ste 134	Peoria	AZ	85345	Yes	
Dennis C Trimble DMD PC	000749085	5406 W Glenn Dr, Ste 4	Glendale	AZ	85301	Yes	
Palm Valley Oral & Maxillofacial Surgery	000739119	1646 N Litchfield Rd, Ste 130	Goodyear	AZ	85395	Yes	
Belmont Dentistry LLC	000860930	8350 E Raintree Dr, Ste 115	Scottsdale	AZ	85260	Yes	
Mark D Voight DDS PC	001855154	2024 S Don Carlos, Ste A	Mesa	AZ	85202	No	
John J Mehlem DDS	000795442	17250 N 43Rd Ave, Ste 1	Glendale	AZ	85308	Yes	
Mark A Jensen DDS	000436175	18275 N 59Th Ave, Bldg E Ste	Glendale	AZ	85308	Yes	
Metro Dental	001819087	10000 N 31St Ave, Ste B102	Phoenix	AZ	85051	Yes	
Mountain Dentistry LLC	001782368	4205 W Anthem Way, Ste 106	Anthem	AZ	85086	Yes	
Westside Dental Group PC	000053966	2330 N 75Th Ave, Ste 112	Phoenix	AZ	85035	Yes	
John C Oatis DDS	000802451	17250 North 43Rd Ave	Glendale	AZ	85308	No	
Dorsey W Baker DDS Plc	000619038	18275 N 59Th Ave, Ste 150 B	Glendale	AZ	85308	Yes	
L N Butler DDS	001865775	5406 W Glenn Dr, Ste 2	Glendale	AZ	85301	No	
Debora L Ralston Pak DDS	000980743	6501 E Greenway Pkwy, Bldg	Scottsdale	AZ	85254	Yes	
Mettler And Griego Dentists PC	000680429	7505 W Deer Valley Rd, Ste 1	Peoria	AZ	85382	Yes	
My Kidz Dentist	000561585	1728 W Glendale Ave, Ste 305	Phoenix	AZ	85021	Yes	
Westview Family Dental Care Pllc	001773423	4130 N 108Th Ave, Ste 103-10	Phoenix	AZ	85037	Yes	
Litchfield Center For Restorative Dentistry	000994695	4900 N Litchfield Rd, Bldg C S	Litchfield Park	AZ	85340	No	
Frederick A Fenderson DDS	001321101	3150 Clearwater Dr	Prescott	AZ	86305	Yes	
Shunyu Nieh DDS	000996363	10210 W Mcdowell Rd, Ste 14	Avondale	AZ	85392	Yes	
Raymond A Skinner DDS MS Ltd	000155287	6535 W Camelback Rd, Ste 1	Phoenix	AZ	85033	No	
Kamran Ruintan DMD PC	000756875	10211 N 32Nd St, Ste C1	Phoenix	AZ	85028	Yes	
Affiliated Orthodontic Specialists PC	000773807	5310 W Thunderbird, Ste 111A	Glendale	AZ	85306	Yes	
Mark A Gustus DDS	000517580	1646 N Litchfield Rd, Ste 225	Goodyear	AZ	85395	Yes	
Heatherwood Dental	000512200	13619 N 59Th Ave	Glendale	AZ	85304	No	
Wesley A Harper DDS PC	001687041	4025 W Bell Rd, Ste 21	Phoenix	AZ	85053	No	
Arizona Dental	000959440	10001 W Bell Rd, Ste 123	Sun City	AZ	85351	No	
Randy L Smith DMD	000533549	4614 E Shea Blvd, Ste D230	Phoenix	AZ	85028	No	
Northwest Valley Oral And Facial Surgery PC	001895602	16936 W Bell Rd, Ste 203	Surprise	AZ	85374	Yes	
Michael D Elliott DMD PC	000125731	564 W 9Th Pl, Ste 1	Mesa	AZ	85201	Yes	
Howard E Wilt DDS PC	000776728	1455 E Guadalupe Roadst 2	Tempe	AZ	85283	No	
Cholla Hills Family Dentistry LLC	001888390	7425 W Peoria Ave, Ste 102	Peoria	AZ	85345	Yes	
Alexis Dental LLC	001884801	13925 W Meeker Blvd, Ste 2	Sun City West	AZ	85375	Yes	
Todd S Garrett DDS PC	000279212	15009 W Bell Rd, Bldg 10 Ste	Surprise	AZ	85374	Yes	
Drs Scheerer And West DDS, Inc.	000523295	735 Bishop St, Ste 211	Honolulu	HI	96813	No	
Steven C Chang DDS PC	000847875	432 N Litchfield, Ste 316	Goodyear	AZ	85338	Yes	
Dr Richard F Martin DDS	000764014	5700 W Olive Ave, Ste 102	Glendale	AZ	85302	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental*
						YES/NO	YES/NO
Mcdowell Dentistry Of Goodyear PC	001988279	14122 W Mcdowell Rd, Ste 20	Goodyear	AZ	85395	Yes	
Arizona Center For Aesthetic Dentistry Pllc	000799919	20542 N Lake Pleasant Rd, St	Peoria	AZ	85382	No	
Robert J Kostial DDS PC	000150667	20950 N Tatum Blvd, Ste 260	Phoenix	AZ	85050	No	
Greenway Dentistry LLC	001962949	16630 W Greenway Rd, Ste 3	Surprise	AZ	85388	Yes	
Mark R Chase DDS	000739638	6701 W Union Hills Dr	Glendale	AZ	85308	No	
Passell Kimble And Associates Llp	000704432	18555 N 79Th Ave, Ste B106	Glendale	AZ	85308	No	
Avondale Family Dental Care	000762757	320 E Western Ave	Avondale	AZ	85323	Yes	
Desert Dentistry Partners	000904864	6231 S Central Ave	Phoenix	AZ	85042	Yes	
Matt O Hanhila Jr DDS	000864378	5406 W Glenn Dr, Ste 5	Glendale	AZ	85301	Yes	
Brian J Wilson DDS	000632698	17250 N 43Rd Ave, Ste 1	Glendale	AZ	85308	No	
G Ronald Doxey DDS	000525957	2525 W Greenway Rd, Ste 23	Phoenix	AZ	85023	Yes	
Vanessa Marinho DDS PC	001627592	17250 N 43Rd Ave, Ste 5	Glendale	AZ	85308	Yes	
Victor Cosmetic Family Dentistry LLC	001739637	8663 W Union Hills Dr, Ste 40	Peoria	AZ	85382	Yes	
Rex E Brewster DDS	000703614	1701 W Glendale, Ste 4	Phoenix	AZ	85021	Yes	
Dunn Orthodontics Llp	001973767	7550 N 19Th Ave, Ste 101	Phoenix	AZ	85021	Yes	
Ronald D Morgan & Associates, Inc.	000874881	4700 N 51St Ave, Ste 3	Phoenix	AZ	85031	No	
Gordon D Gross DDS PC	000824144	2715 W Northern Ave, Ste 102	Phoenix	AZ	85051	Yes	
Lon Woodruff DDS	000908585	5555 N Seventh St, Ste 2	Phoenix	AZ	85014	No	
Dentistry By Schmid PC	000655455	13470 N 83Rd Ave, Ste 200	Peoria	AZ	85381	No	
Patrick L Dobash DDS	000649349	13943 N 91St Ave, Ste H 102	Peoria	AZ	85381	Yes	
Nelson J Mar DDS	000625331	5220 N Dysart Rd, Ste 144	Litchfield Park	AZ	85340	Yes	
Ward Orthodontics PC	001548557	10 N Alamos Dr	Cottonwood	AZ	86326	No	
Farshad A Zaghi DMD	001780794	8380 W Cheyenne Ave, Ste 10	Las Vegas	NV	89129	Yes	
I Robert Matloff DDS MS Ltd	000174962	4910 N 44Th St, Ste 10	Phoenix	AZ	85018	Yes	
Paul L Jones DDS	000718441	7350 S McClintock, Ste 102	Tempe	AZ	85283	No	
North Phoenix Pediatric Dentistry LLC	000975842	1526 W Glendale Ave 103	Phoenix	AZ	85021	No	
Eca Investments LLC	001343611	4350 E Ray Rd, Ste 122	Phoenix	AZ	85044	No	
Paul L Griego DDS	000055731	7777 W Deer Valley, Ste 160	Peoria	AZ	85382	Yes	
Westridge Dental Group Ltd	000815783	3000 N Litchfield Rd, Ste 110	Goodyear	AZ	85395	Yes	
Steven T Swager DMD	000554549	1277 E Missouri Ave, Ste 202	Phoenix	AZ	85014	Yes	
Moataz Karawi DDS LLC	001696075	7701 E Indian School Rd, Ste	Scottsdale	AZ	85251	Yes	
Michael A McClain DDS	000747287	1225 Willow Creek Rd	Prescott	AZ	86301	No	
Westcoast Dental, Inc.	001634402	13706 W Bell Rd, Ste 2	Surprise	AZ	85374	Yes	
Adrian Pulkrabek DDS LLC	000266172	18205 N 51St Ave, Ste 137	Glendale	AZ	85308	Yes	
Tannez Z Malekzadeh DMD	001795849	13822 N 35Th Dr, Ste 4	Phoenix	AZ	85053	Yes	
Thomas & Thomas Dental Ltd	000985788	7150 N 7Th St	Phoenix	AZ	85020	Yes	
Steven E Geist DDS	000056023	16080 N 59Th Ave	Glendale	AZ	85306	No	
Mark K Mcalister DDS	000824674	702 E Bell Rd, Ste B100	Phoenix	AZ	85022	Yes	
Howard L Henry DDS Msc PC	000480531	11333 N Scottsdale Rd, Ste 25	Scottsdale	AZ	85254	Yes	
Goodyear Endodontics	001551052	1646 N Litchfield, Ste 260	Goodyear	AZ	85395	Yes	
John B Hughes DDS	000443940	7501 N 16Th St, Ste 100	Phoenix	AZ	85020	Yes	
Shiplely Orthodontics	001434523	20470 N Lake Pleasant Rd, St	Peoria	AZ	85382	Yes	
Jeffrey C Kleiman DMD	000005305	13660 N 94Th Dr, Ste E 3	Peoria	AZ	85381	No	
Dr Juan Alzate Dental Office	001687162	517 Bear Mountain Blvd	Arvin	CA	93203	Yes	
Jr 'd K Altman DMD Px	001653305	8507 N 51St Ave	Glendale	AZ	85302	Yes	
Er. f Downing	000971334	17235 N 75Th Ave, Ste 135 B	Glendale	AZ	85308	No	
Michael T Slattery DDS	000600284	18440 N Seventh St, Ste 10	Phoenix	AZ	85022	Yes	
Friendly Family Dental Care	000051984	1579 N Dysart Rd, Ste F	Avondale	AZ	85392	Yes	
Hilgers Orthodontics PC	001995230	1646 N Litchfield Rd, Ste 210	Goodyear	AZ	85395	Yes	
Pleasant Dentistry	001332096	8279 W Lake Pleasant Pkwy	Peoria	AZ	85382	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO/Dental	Prepaid/Dental
						YES/NO	YES/NO
Richard E Warner DDS	001306540	14122 W Mcdowell Rd, Ste 20	Goodyear	AZ	85395	Yes	
Palm Valley Family Dentistry, Inc.	001556162	10320 W Mcdowell Rd, Bldg C	Avondale	AZ	85392	Yes	
Dysart Dental LLC	001783991	5220 N Dysart Rd, Ste 160	Litchfield Park	AZ	85340	Yes	
Dysart Dental LLC	001784003	5220 N Dysart Rd, Ste 160	Litchfield Park	AZ	85340	Yes	
Affiliated Orthodontic Consultants	001783229	15009 W Bell Rd, Ste 175	Surprise	AZ	85374	Yes	
Oasis Orthodontics LLC	001586988	3303 S Lindsay Rd, Ste 126	Gilbert	AZ	85297	Yes	
Michael Coggins DDS	000116709	10265 N Scottsdale Rd	Paradise Valle	AZ	85253	No	
Valley Pediatric Dentists PC	000686358	6239 E Brown Rd, Ste 102	Mesa	AZ	85205	No	
Scott Irwin DDS	001339008	2921 N 56Th St	Phoenix	AZ	85018	Yes	
Robert S Holyoak DMD PC	000043969	9431 W Thunderbird Blvd	Peoria	AZ	85381	No	
Dr R Tage Welindt Jr DDS Ltd	000131124	1515 N Harlem Ave, Ste 200	Oak Park	IL	60302	No	
Dental Specialty Associates	001817838	2730 S Val Vista Dr, Ste 164 E	Gilbert	AZ	85295	Yes	
Sasd PC	001736153	3902 W Camelback Rd	Phoenix	AZ	85019	No	
Surprise Endodontics Plc	001909887	15294 W Brookside Ln, Ste 10	Surprise	AZ	85374	Yes	
Perry H Fraiman DDS Pllc	001818589	18715 N Reems Rd, Ste 100	Surprise	AZ	85374	Yes	
Desert Dentistry Partners	000849263	6231 S Central Ave	Phoenix	AZ	85042	Yes	
Marissa Rubio Ellis DDS PC	000980855	822 E Union Hills Dr, Ste D6	Phoenix	AZ	85024	No	
M Welikala DMD A Professional Corporation	001440382	55 W Los Angeles Ave	Moorpark	CA	93021	Yes	
Eric Vansluylers DDS PC	001771957	6591 W Thunderbird Rd, Ste E	Glendale	AZ	85306	Yes	
Albert M Higgins DDS	000626537	4025 W Bell Rd, Ste 18	Phoenix	AZ	85053	No	
N Paul Kline DDS PC	000648115	5601 W Eugie Ave, Ste 206	Glendale	AZ	85304	No	
N Paul Martell Easton DDS	000477265	13825 N Seventh Street, Suite	Phoenix	AZ	85022	No	
751 n Ave Dentistry PC	001970209	7545 W Bell Rd, Ste 105	Peoria	AZ	85382	Yes	
Apex Endodontics LLC	001544772	3303 S Lindsay Rd, Ste 127	Gilbert	AZ	85297	Yes	
Scott W Keith DDS & Associates	000701200	740 E Highland Ave, Ste 200	Phoenix	AZ	85014	Yes	
Western Dental Services, Inc.	000993356	13651 N 35Th Ave	Phoenix	AZ	85029	Yes	
Sun Valley Dental Care & Orthodontics	001666870	8249 W Thunderbird Rd, Ste 1	Peoria	AZ	85381	No	
Desert Dentistry Partners	001953988	15033 W Bell Rd, Ste 100	Surprise	AZ	85374	Yes	
Anthony Valenzuela DDS	000649715	17606 N 59Th Ave	Glendale	AZ	85308	Yes	
James S Trichak DDS LLC	000564627	3850 W Greenway Rd, Ste 10	Phoenix	AZ	85053	Yes	
Nolan E Cordon DMD MS	000991114	30012 N Cave Rd, Ste 102	Cave Creek	AZ	85331	Yes	
Darwin N Davis DDS	000961792	3132 N Seventh St	Phoenix	AZ	85014	Yes	
Donald A Eberhart DDS Pllc	000402646	14967 W Bell Rd, Ste 100	Surprise	AZ	85374	Yes	
Dr Masih Shahlaie PC	001924579	16944 W Bell Rd, Ste 601	Surprise	AZ	85374	Yes	
Heatherwood Dental	001394470	13619 N 59Th Ave	Glendale	AZ	85304	No	
Thuy Ngo DMD	000400460	4550 E Bell Rd, Bldg 1 102	Phoenix	AZ	85032	Yes	
Wayne W Botkin DDS	000461804	9180 E Desert Cove, Ste 101	Scottsdale	AZ	85260	No	
Albert M Higgins DDS	000807939	4025 W Bell Rd, Ste 18	Phoenix	AZ	85053	Yes	
John Y Kim DDS PC	001392013	14545 W Grand Ave, Ste 111	Surprise	AZ	85374	Yes	
Jeffrey S Krohn DDS	000750362	4232 East Cactus Rd, Ste 210	Phoenix	AZ	85032	No	
Double J D LLC	001646435	2620 S 83Rd Ave, Ste 104	Phoenix	AZ	85043	Yes	
Greenway Family Dentistry PC	000950481	5930 W Greenway Rd, Ste 14	Glendale	AZ	85306	Yes	
William C Kaus DDS	001906798	17250 N 43Rd Ave, Ste 1	Glendale	AZ	85308	Yes	
Will G Campbell DDS	000778064	12020 N 35Th Ave, Ste 112	Phoenix	AZ	85029	No	
Prakash Dostal DDS PC	000587158	6016 N 67Th Ave	Glendale	AZ	85301	Yes	
Alison Head Lakes Dentistry	001973184	20265 N 59Th Ave, Ste B5	Glendale	AZ	85308	Yes	
Apdo PC	000749508	6868 E Becker Ln, Ste 101	Scottsdale	AZ	85254	No	
Kristopher D Heap DDS	001923131	3651 E Baseline Rd, Ste 135	Gilbert	AZ	85234	No	
David Barclay Dowling DDS	000570007	2330 N 75Th Ave, Ste 111	Phoenix	AZ	85035	No	
Harvey Lester DMD PA	000176528	595 N Dobson Rd, Ste B40	Chandler	AZ	85224	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental*
						YES/NO	YES/NO
All About Smiles Dental, Inc.	001579635	1855 W Green Way Rd, Ste 1	Phoenix	AZ	85023	Yes	
Steven C Elcock DMD	000109180	6535 W Camelback Rd, Ste 4	Phoenix	AZ	85033	Yes	
Ventana Family Dentistry LLC	001567620	20403 N Lake Pleasant Rd, St	Peoria	AZ	85382	Yes	
Valley View Dental	000166960	3201 W Peoria, Ste A 104	Phoenix	AZ	85029	No	
Daniel A Allen DDS PC	000023053	4025 W Bell Rd, Ste 13	Phoenix	AZ	85053	No	
Aaron A Johnson DDS	000890313	20542 N Lake Pleasant, Ste 1	Peoria	AZ	85382	Yes	
Jeffrey E Fellner DDS	000791840	20265 N 59Th Ave, Ste B5	Glendale	AZ	85308	Yes	
Jerrold K Altman DMD Px	000817543	8507 N 51St Ave	Glendale	AZ	85302	Yes	
Chris Lewandowski DDS PC	001557354	8575 E Princess Dr, Ste 101	Scottsdale	AZ	85255	Yes	
Gp Dental	001875866	10240 N 31St Ave, Ste 100	Phoenix	AZ	85051	Yes	
Arizona Pediatric Dentistry	001414941	4145 N 108Th Ave, Bldg K101	Phoenix	AZ	85037	Yes	
Stephen F Hardy DMD	000043082	1930 W Thunderbird Rd, Ste 1	Phoenix	AZ	85023	Yes	
Scott G Myers DMD	000862553	7777 N 43Rd Ave	Phoenix	AZ	85051	Yes	
Steven C Chang DDS PC	000667475	4105 N 51St Ave, Ste 109	Phoenix	AZ	85031	Yes	
James A Diamond DDS PC	000673555	18555 N 79Th Ave, Ste B 104	Glendale	AZ	85308	No	
Perfect Teeth Olive PC	001650134	10613 W Olive Ave, Ste 201	Peoria	AZ	85345	Yes	
John N Scheckel DDS PC	000848422	3143 N 32Nd St	Phoenix	AZ	85018	No	
George A Sullivan DDS M S P A	000821039	10752 N 89Th Pl, Ste 111	Scottsdale	AZ	85260	Yes	
Aziz Bohra DDS Plc	001396555	13360 N 94Th Dr, Ste C	Peoria	AZ	85381	No	
T R Rick Lawson DDS PC	000330039	9377 E Bell Rd, Ste 107	Scottsdale	AZ	85260	No	
Tuscano Dental	001908192	7435 W Lower Buckeye Rd, S	Phoenix	AZ	85043	Yes	
B Hughes DDS PC	000803435	6591 W Thunderbird, Ste C1	Glendale	AZ	85306	No	
Jeffrey Zimmerman DDS	000956996	770 E Thunderbird Rd, Ste A	Phoenix	AZ	85022	Yes	
Martin Margetis DDS	000912036	10465 E Pinnacle Peak Pkwy,	Scottsdale	AZ	85255	No	
Bruce G Baldwin DDS	000590419	6535 W Camelback 2	Phoenix	AZ	85033	No	
Bradley J Lagers DMD PC	000713151	4845 E Thunderbird Rd, Ste 3	Scottsdale	AZ	85254	Yes	
West Valley Dental	000793814	20359 N 59Th Ave, Ste 101	Glendale	AZ	85308	No	
Jack Luftman PC	000969934	1820 W Thunderbird Rd, Ste 1	Phoenix	AZ	85023	Yes	
Kathleen L Crowley DDS	001981282	18001 N 79Th Ave, Ste B 16	Glendale	AZ	85308	No	
Sundance Dental Group	001990794	946 S Watson Rd, Ste 101	Buckeye	AZ	85326	Yes	
Carlos Llanes DMD Pllc	001819251	4921 E Bell Rd, Ste 206	Scottsdale	AZ	85254	Yes	
Ace Periodontics PC	001332748	10752 N 89Th Pl, Ste 214	Scottsdale	AZ	85260	Yes	
Alan Persons DDS	000832324	8811 N 51St Ave 100	Glendale	AZ	85302	No	
Dr Darren L Flowers DMD Pllc	001737892	3618 W Anthem Way D132	Phoenix	AZ	85086	Yes	
Paul Hall DDS	000726831	901 Campus Dr, Ste 204	Daly City	CA	94015	Yes	
Okun Dentistry PC	000346288	1050 E Southern Ave, Ste 8	Tempe	AZ	85282	No	
Jenny V Wang DDS II LLC	001915472	15508 W Bell Rd, Ste 110	Surprise	AZ	85374	Yes	
Associated Orthodontist Ltd	000822827	5750 W Thunderbird, Ste H 80	Glendale	AZ	85306	No	
Associated Dental Care Providers PC	001526944	4159 W Thunderbird Rd	Phoenix	AZ	85053	Yes	
John H Upton DDS	000007755	18555 N 79Th Ave, Ste A104	Glendale	AZ	85308	No	
Maricopa Dental, Inc.	000132773	21300 N John Wayne Pkwy, S	Maricopa	AZ	85239	Yes	
A Small World Pediatric Dentistry Pllc	001520231	5533 E Bell Rd, Ste 115	Scottsdale	AZ	85254	Yes	
Absolute Dental, Inc.	001464371	8380 W Cheyenne Rd, Ste 10	Las Vegas	NV	89129	Yes	
Christopher J Menghini DDS	000505468	7124 N 59Th Ave	Glendale	AZ	85301	Yes	
Dr A Bassett DMD PC	000747515	9035 N 43Rd Ave, Ste H	Phoenix	AZ	85051	Yes	
Dr Licht And Stavoe DDS Pllc	000529824	14045 N Seventh St, Ste 3	Phoenix	AZ	85022	No	
Anthony R Farraye DDS	000443727	2525 S Rural Road, Ste 2S	Tempe	AZ	85282	Yes	
Phillip L Hopper DDS	000619789	5757 W Thunderbird Rd, Ste 3	Glendale	AZ	85306	Yes	
Albrecht And Stavoe DDS Pllc	000816668	14045 N Seventh St, Ste 3	Phoenix	AZ	85022	No	
American Dental Mgmt, Inc.	000989880	1628 E Southern, Ste 5	Tempe	AZ	85282	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental*
						YES/NO	YES/NO
Ernest F Delmoe DDS	000825066	13760 N 93Rd Ave, Ste 111	Peoria	AZ	85381	No	
Mark R Scilley DDS, Inc.	001591477	1229 E Mckellips Rd, Ste 106	Mesa	AZ	85203	Yes	
Thomas T Pham DDS PC	001535726	10147 N Grand Ave, Ste B4	Sun City	AZ	85351	No	
Paul K Owens DDS	000708509	11001 N 99Th Ave, Ste 113	Peoria	AZ	85345	Yes	
Jupneesh Singh DDS	001854426	4215 W Dunlap Ave, Ste 3	Phoenix	AZ	85051	Yes	
Jason R Arthurs DDS	001535709	8249 W Thunderbird Rd, Ste 1	Peoria	AZ	85381	Yes	
W Keith Kirkland DMD	000500287	2170 B Savannah Hwy	Charleston	SC	29414	Yes	
Shuaib M Khaderi DMD	001384189	1525 W Thomas Rd	Phoenix	AZ	85015	Yes	
David R Ostler DDS	001450582	20542 N Lake Pleasant Rd, St	Peoria	AZ	85382	Yes	
Desert Lake Family Dentistry	001760943	10750 W Mcdowell Rd, Ste B2	Avondale	AZ	85392	No	
Adam Kristoff DDS Pllc	001632380	1030 E Baseline Rd, Ste 168	Tempe	AZ	85283	Yes	
Frederick B Olsen DDS	000676650	2236 W Bethany Home Rd, St	Phoenix	AZ	85015	No	
Estrella Orthodontic Specialists	001678481	530 N Estrella Pkwy, Ste C2 &	Goodyear	AZ	85338	Yes	
Paul S Gebhart DDS	002006436	28451 N Vistancia Blvd, Ste 1	Peoria	AZ	85383	Yes	
John M Bracken DDS	000745676	213 E Monterey Way	Phoenix	AZ	85012	No	
Wesley A Harper DDS PC	000607356	4025 W Bell Rd Ste 21	Phoenix	AZ	85053	No	
Manpreet S Badyal DDS	001501911	590 N Alma School, Ste 5	Chandler	AZ	85224	Yes	
John J Kim DDS PC	001673084	14044 W Camelback Rd, Ste	Litchfield Park	AZ	85340	Yes	
Jacobi Family Dental PC	001698529	1300 S Watson Rd, Ste A 100	Buckeye	AZ	85326	Yes	
Dale W Harvey DDS	000663324	9035 N 43Rd Ave, Ste B	Phoenix	AZ	85051	No	
Associated Dental Care Providers PC	000647281	7200 W Bell Rd, Ste D-1	Glendale	AZ	85308	Yes	
W Goodwin DDS	000668400	717 W Glendale Ave	Phoenix	AZ	85021	No	
Stephen A Folsom DDS	000716677	13260 N 94Th Dr, Ste 410	Peoria	AZ	85381	No	
Scott Cairns DDS	000279501	18301 N 79Th Ave, Ste F164	Glendale	AZ	85308	No	
David W Price DDS	000795473	5620 W Thunderbird Rd, Ste H	Glendale	AZ	85306	No	
Michael Recuber DDS	001698401	8877 W Union Hill Dr, Ste E50	Peoria	AZ	85382	Yes	
J Brent Sanders DDS	001908169	7505 W Deer Valley Rd, Ste 1	Peoria	AZ	85382	No	
W S A T Enterprises I LLC	001699079	140 N Litchfield Rd, Ste 200	Goodyear	AZ	85338	Yes	
An Elegant Smile PC	001646728	14155 N 83Rd Ave, Ste 3-113	Peoria	AZ	85381	Yes	
My Kidz Dentist	001764490	1728 W Glendale Ave, Ste 304	Phoenix	AZ	85021	Yes	
Robert F Guyette DMD	000853655	9741 N 90Th Pl	Scottsdale	AZ	85258	Yes	
Perfect Teeth Waddell PC	001773382	13856 W Waddell, Ste 102	Surprise	AZ	85379	Yes	
Pinnacle Peak Periodontics Pllc	001635802	7500 E Pinnacle Peak Rd, Ste	Scottsdale	AZ	85255	No	
Robert D Hurt DDS	001614646	6226 N 27Th Ave	Phoenix	AZ	85017	No	
Tyrel T Beavers DMD PC	000260883	4434 E Brown Rd	Mesa	AZ	85205	Yes	
Paseo Dental Pllc	000735122	6120 W Bell Rd, Ste 190	Glendale	AZ	85308	Yes	
Dana D Scafaru DDS	000618550	13540 W Camino Del Sol, Ste	Sun City West	AZ	85375	No	
Roschamboe Pllc	000809254	135-75 W Indian School Rd, S	Litchfield Park	AZ	85340	No	
Matthew E Ford DDS	001300103	20241 N 67Th Ave, Ste A3	Glendale	AZ	85308	Yes	
Southwest Smiles	000135949	2487 S Gilbert Rd, Ste 105	Gilbert	AZ	85295	Yes	
Eric C Solberg DDS	000333441	7301 E Sundance Ln	Carefree	AZ	85377	No	
Youngtown Denture Clinic, Inc.	001426355	11100 W Michigan Ave	Youngtown	AZ	85363	Yes	
Just Smiles, Inc.	000700481	7054 E Cochise Rd	Paradise Valle	AZ	85253	Yes	
Maryland Ave Periodontics Pllc	000989882	6520 N Seventh, Ste 5	Phoenix	AZ	85013	No	
A Smile Design PC	000145254	13920 W Camino Del Sol, Ste	Sun City West	AZ	85375	No	
South Valley Dental Care & Orthodontics	001913991	2855 E Brown Rd, Ste 15	Mesa	AZ	85213	Yes	
Desert Sky Dentistry LLC	001457168	6615 W Happy Vly Rd, Ste B1	Glendale	AZ	85310	No	
Grand Dental Care PC	000598736	11132 California Ave, Ste A	Youngtown	AZ	85363	No	
Abbas Fazel DDS PC	000773450	8055 N Via De Negocio	Scottsdale	AZ	85258	Yes	
William K Tadano DDS	000742082	7550 N 19Th Ave, Ste 101	Phoenix	AZ	85021	No	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental
						YES/NO	YES/NO
Darren L Flowers DMD	001307651	3618 W Anthem Way, Ste D 1	Phoenix	AZ	85086	Yes	
James D Falk DDS	000125872	720 E Thunderbird, Ste 2	Phoenix	AZ	85022	No	
Center Point Dental	001634785	9150 W Indian School Rd, Ste	Phoenix	AZ	85037	Yes	
Gregory J Lagermeier DDS	000184331	1728 W Glendale Ave, Ste 304	Phoenix	AZ	85021	Yes	
Glendale Dental Group Ltd	002012470	4419 W Glendale Ave	Glendale	AZ	85301	No	
Nanston Dental Group PC	000985224	1040 Eagles Landing Pkwy, St	Stockbridge	GA	30281	Yes	
Russell S Blackman DDS PC	000164710	16845 N 29Th Ave, Ste 6	Phoenix	AZ	85053	Yes	
Az Dental Care Pllc	001899842	10659 Nw Grand Ave, Ste 4	Sun City	AZ	85351	Yes	
Philip S Johnson DDS	000647725	4025 W Bell Rd, Ste 19	Phoenix	AZ	85053	No	
Arrowhead Plaza Dental Group Plc	001743037	18205 N 51St Ave, Bldg 1 Ste	Glendale	AZ	85308	No	
Avondale Dental PC	000666280	10665 W Indian School Rd, St	Avondale	AZ	85392	Yes	
Matthew J Milana DDS Pllc	001905610	2921 N 56Th St	Phoenix	AZ	85018	Yes	
Maridon Dental Group LLC	000900505	13920 Camino Del Sol, Ste 1	Sun City West	AZ	85375	No	
Arrowhead Lakes Dentistry	000839291	20265 N 59Th Ave, Ste B 5	Glendale	AZ	85308	Yes	
Marcie Chambers DDS	000952134	20241 N 67Th Ave, Ste A Thre	Glendale	AZ	85308	Yes	
Clara P Fajardo DDS PC	000986016	18818 N 99Th Ave	Sun City	AZ	85373	Yes	
An Elegant Smile PC	000757404	702 E Bell Rd, Ste 120	Phoenix	AZ	85022	Yes	
Sean Y Kim DDS	000828666	5750 W Thunderbird Rd, Ste F	Glendale	AZ	85306	Yes	
Chesser Group	001850198	9035 N 43Rd Ave, Ste H	Phoenix	AZ	85051	Yes	
Fox Family Dental	000756418	10147 W Grand Ave, Ste A3	Sun City	AZ	85351	Yes	
Florence P Ngo DDS	000468566	2114 Senter Rd, Ste 4	San Jose	CA	95112	Yes	
F L Critchfeild DDS PC	000052983	18275 N 59Th Ave, Ste D 120	Glendale	AZ	85308	No	
Surprise Oral & Implant Surgery	001750854	15276 W Brookside Ln, Ste 14	Surprise	AZ	85374	Yes	
Arrowhead Dental PC	000777843	8466 W Peoria Ave, Ste 12	Peoria	AZ	85345	Yes	
Associated Dental Care Providers PC	000997421	6565 E Carondelet Dr, Ste 355	Tucson	AZ	85710	Yes	
Surprise Smiles Of Beauty PC	001849653	15033 W Bell Rd, Ste 175	Surprise	AZ	85374	No	
Grace M Hier DDS	000653386	7777 W Deer Valley, Ste 160	Peoria	AZ	85382	Yes	
David E Kem DDS	000109894	15850 N 35Th Ave, Ste 2	Phoenix	AZ	85053	No	
Brian J Daniels DDS PC	000812765	500 W Thomas, Ste 490	Phoenix	AZ	85013	No	
Lee J Sorcinelli DDS	000795477	18275 N 59Th Ave, Bldg E Ste	Glendale	AZ	85308	Yes	
Hanei Management LLC	001627538	15850 N 35Th Ave, Ste 1	Phoenix	AZ	85053	No	
Saikou Management, Inc.	000544804	500 W Southern Ave, Ste 1	Mesa	AZ	85210	No	
Desert Dentistry Partners	001606076	6226 N 27Th Ave, Ste C	Phoenix	AZ	85017	Yes	
Edward G Babits DDS	000583542	1440 E Missouri Ave, Ste 125	Phoenix	AZ	85014	No	
Ralph Green DDS PC	001637690	1904 W Parkside Ln, Ste 201	Phoenix	AZ	85027	Yes	
Wigwan Creek Dental Care PC	001611205	13000 W Indian School Rd, St	Litchfield Park	AZ	85340	No	
Alicia R Baryla DDS PC	000279098	20100 N 51St Ave, Ste D410	Glendale	AZ	85308	No	
Century Dental Group PC	001628964	10645 N 43Rd Ave	Phoenix	AZ	85029	Yes	
Ellsworth And Warren Family Dentistry Pllc	000826729	111 W Indian School Rd	Litchfield Park	AZ	85340	No	
Sun Valley Dental Care & Orthodontics	001945135	10827 S 51St St, Ste 201	Phoenix	AZ	85044	Yes	
Atlantic Dental PC	000518136	3229 E Greenway Rd, Ste 103	Phoenix	AZ	85032	Yes	
Perfect Teeth Palm Valley PC	000439452	14175 W Indian School Rd, St	Goodyear	AZ	85395	Yes	
An Elegant Smile PC	001385657	1425 S Greenfield Rd, Bldg 2	Mesa	AZ	85206	Yes	
Neil Geske DDS	000078702	7561 S Willow Dr	Tempe	AZ	85283	No	
Perfect Teeth Waddell PC	000022207	13856 W Waddell, Ste 102	Surprise	AZ	85379	No	
Advanced Family Dentists LLC	001775151	9025 N 51St Ave	Glendale	AZ	85302	Yes	
Advanced American Dental Assoc Pllc	000770714	1616 N Litchfield Rd, Ste 250	Goodyear	AZ	85395	Yes	
James R Willcox DMD PC	000883295	7331 E Osborn Dr, Ste 310	Scottsdale	AZ	85251	Yes	
John Mcdougall DDS PC	000540513	2150 E Brown Rd, Ste 4	Mesa	AZ	85213	No	
Mettler And Griego Dentists PC	000680430	7505 W Deer Valley Rd	Peoria	AZ	85382	Yes	



**CITY OF PEORIA
EXHIBIT H - PROVIDER DISRUPTION**

Indicate for each network proposed if the provider is in your network.

Provider Name	Tax ID Number	Address	City	ST	Zip	PPO Dental	Prepaid Dental*
						YES/NO	YES/NO
Michael A McClain DDS	001584934	1225 Willow Creek Rd	Prescott	AZ	86301	No	
Jason R Zuch DDS	001487893	3030 N 67Th Pl	Scottsdale	AZ	85251	Yes	
Dnc Holdings LLC	001432872	4244 N 19Th Ave	Phoenix	AZ	85015	Yes	
Corwin D Martin PC	001393886	9450 E Ironwood Sq, Bldg 8 S	Scottsdale	AZ	85258	Yes	
Affiliated Oral And Maxi Surgeons PC	000906235	5750 W Thunderbird Rd, Ste 1	Glendale	AZ	85306	Yes	
Las Tiendas Dental Group Professional Corpora	001777917	2895 S Alma School Rd, Ste 8	Chandler	AZ	85286	Yes	
Mountain Terrace Dentistry PC	000978186	16936 W Bell Rd, Ste 201	Surprise	AZ	85374	No	
Desert Dentistry Partners	000908459	6226 N 27Th Ave, Ste C	Phoenix	AZ	85017	Yes	
Jerold C Wilde DDS	001623336	10133 W Clearwater Ave	Kennewick	WA	99336	No	
Spurgeon Dental, Inc.	001391998	222 S Summit Ave, Ste 2	Prescott	AZ	86303	No	
Christopher J Menghini DDS	000915762	7124 N 59Th Ave	Glendale	AZ	85301	Yes	
Infeld And Graneto DMD Ltd	000725024	5945 W Bethany Home Rd, St	Glendale	AZ	85301	Yes	
Amir K El Hassan DDS	001656361	620 E Butler Dr, Ste B	Phoenix	AZ	85020	Yes	
Crown Dental Group LLC	001988397	42407 N Vision Way, Ste 101	Phoenix	AZ	85086	Yes	
Arizona Center For Implant, Facial & Oral Surge	000014455	18301 N 79Th Ave, Bldg G Ste	Glendale	AZ	85308	Yes	
Steven Hymovitch DDS	000866272	706 E Bell Rd, Ste 106	Phoenix	AZ	85022	Yes	
Dennis P Olson DDS	000564530	13360 N 94Th Dr, Plaza Del R	Peoria	AZ	85381	No	
John R Lee DMD	000473176	3501 N Scottsdale Rd, Suite 2	Scottsdale	AZ	85251	No	
Michael B Hill DDS	001960617	42407 N Vision Way, Ste 101	Phoenix	AZ	85086	Yes	
Associated Dental Care Providers PC	000167028	3773 W Ina Rd, Ste 180	Tucson	AZ	85741	Yes	
James B Miller DMD Plc	000874812	9821 N 95Th St, Ste 110	Scottsdale	AZ	85258	Yes	
Valley Endodontics PA	001772408	5310 W Thunderbird Rd, Ste 2	Glendale	AZ	85306	Yes	
Dhky 83Rd Camelback LLC	001808900	8141 W Camelback Rd, Ste 3	Phoenix	AZ	85033	Yes	
Ryan Odonnell DDS Plc	001784524	6868 E Becker Ln, Ste 102	Scottsdale	AZ	85254	Yes	
Frank L Ng DDS	000530711	931 W San Bruno Ave, Ste 8	San Bruno	CA	94066	No	
Cholla Hills Family Dentistry LLC	001992822	7425 W Peoria Ave, Ste 102	Peoria	AZ	85345	Yes	
Robert J Lytle DDS	001735103	6601 S Rural Rd, Ste 2	Tempe	AZ	85283	Yes	
Southwest Dental Group	001817862	13375 W Grand Ave, Ste 109	Surprise	AZ	85374	Yes	
Warren R Peterson DDS	000467772	4232 E Cactus Rd, Ste 109	Phoenix	AZ	85032	Yes	
Arizona Dental	000996824	3010 E Cactus Rd	Phoenix	AZ	85032	No	
Michael Levy DDS	000832261	59 East Lexington	Phoenix	AZ	85012	No	
Olga Prokopets DDS PC	000731965	2401 W Glendale Ave, Ste 202	Phoenix	AZ	85021	Yes	
Rolfe Dental Group LLC	001487334	16772 W Bell Rd, Ste 100	Surprise	AZ	85374	Yes	
Lori K Anderson DDS PC	000647242	7201 N 19Th Ave, Ste 2	Phoenix	AZ	85021	Yes	

*United Concordia is not providing a quote on the prepaid dental plan.

Advantage Plus Source: Monthly Full Files database as of 05/31/2008



CITY OF PEORIA
EXHIBIT I - POTENTIAL PLAN DESIGN CHANGES
FULLY INSURED INDEMNITY/PPO DENTAL BENEFITS
 Effective: 1/1/2009-12/31/2009

Indicate changes to premium rates for the following benefit changes. Please do not alter, add or delete rows.

OPTIONS	Additional Monthly Premium Cost		
	EMPLOYEE	EMPLOYEE+1	EMPLOYEE+FAMILY
1. Increase preventive services (Class I) from 80% to 100%	\$2.15	\$4.45	\$8.10
2. Increase major services (Class III) from 50% to 60%	\$1.26	\$2.62	\$4.77
3. Increase Calendar Year Maximum from \$1,500 to \$2,000	\$0.38	\$0.79	\$1.44
4. Add Cancer Screenings (swab or other new technologies)	\$0.50	\$1.00	\$1.50
5. Add Adult Fluoride (2x/year at 100%)	\$0.07	\$0.14	\$0.25
6. Add TMJ benefits (including Nightguard) - \$500 lifetime maximum	\$0.59	\$1.23	\$2.23
7. Add Implant coverage	\$0.40	\$0.83	\$1.52
8. Add Third Cleaning (third trimester, diabetes, and periodontal)	\$0.57	\$1.14	\$1.75
9. Add Composite (white fillings); cover anterior teeth, lifetime maximum of \$1,000/tooth	\$0.40	\$0.83	\$1.52
10. Add Rollover (some unused portion of annual maximum is not used in the current year and is rolled to the next year) PLEASE EXPLAIN YOUR PROGRAM BELOW IN COMMENTS OR ATTACH	See Exhibit D in or proposal for our alternative to the rollover maximum.	See Exhibit D in or proposal for our alternative to the rollover maximum.	See Exhibit D in or proposal for our alternative to the rollover maximum.
11. Other Plan Design Options: Preventive Incentive	\$0.40	\$0.83	\$1.52
12. Other Plan Design Options: PLEASE EXPLAIN YOUR PROGRAM BELOW IN COMMENTS OR ATTACH	\$0.00	\$0.00	\$0.00
13. Other Plan Design Options: PLEASE EXPLAIN YOUR PROGRAM BELOW IN COMMENTS OR ATTACH	\$0.00	\$0.00	\$0.00

Comments

With Preventive Incentive, dental services that fall under Class I Diagnostic and Preventive will not count toward a member's annual plan maximum. These services include cleanings, exams and x-rays for all members. This way, members can receive necessary preventive dental checkups that are shown to detect not only tooth decay, but also signs of serious diseases. With this added incentive, members have more benefit dollars to use for other dental procedures. A sample brochure is included in Exhibit D.

Authorized Signature	<i>Barbara Crawford</i>
Vendor Name	United Concordia Companies, Inc.
Date	June 26, 2008
Contact Phone Number	602-667-2209



CITY OF PEORIA
 EXHIBIT J - PPO ALLOWANCE
 PPO DENTAL NETWORK
 Effective: 1/1/2009-12/31/2009

For the following procedures, list the most prevalent PPO fee reimbursement schedule that will apply under your dental plan for zip code 853xx.

Code	Description	PPO Allowance
0120	Periodic Oral Evaluation	\$25.00
0140	Limited Oral Evaluation - Problem Focused	\$38.00
0150	Complete Oral Evaluation	\$38.00
0210	Intraoral - Complete (including Bitewings)	\$67.00
0220	Intraoral - Periapical First Film	\$15.00
0230	Intraoral - Periapical Each Add'l Film	\$13.00
0272	Bitewings - 2 Films	\$24.00
0274	Bitewings - 4 Films	\$28.00
0330	Panoramic Film	\$58.00
1110	Prophylaxis - Adult	\$58.00
1120	Prophylaxis - Child	\$45.00
1203	Top Application - Flouride (Pxs not inc.) - Child	\$23.00
1204	Top Application - Flouride (Pxs not inc.) - Adult	\$23.00
1351	Sealant - Per Tooth	\$31.00
2120	Amalgam - 2 Surfaces Primary	Merged into D2150 - \$87.00
2140	Amalgam - 1 Surface Permanent	\$74.00
2150	Amalgam - 2 Surfaces Permanent	\$87.00
2160	Amalgam - 3 Surfaces Permanent	\$102.00
2161	Amalgam - 4 or More Surfaces Permanent	\$115.00
2330	Resin-Based Composite - 1 Surface Anterior	\$81.00
2331	Resin-Based Composite - 2 Surfaces Anterior	\$101.00
2332	Resin-Based Composite - 3 Surfaces Anterior	\$120.00
2335	Resin-Based Composite - 4+ Surfaces Anterior	\$136.00
2385	Resin-Based Composite - 1 Surface Post-Primary	Replaced by D2391 - \$110.00
2386	Resin-Based Composite - 2 Surfaces Post-Primary	Replaced by D2392 - \$130.00
2387	Resin-Based Composite - 3 Surfaces Post-Primary	Replaced by D2393 - \$154.00
2750	Crown - Porcelain Fused, High Noble Metal	\$665.00
2752	Crown - Porcelain Fused to Noble Metal	\$640.00
2920	Recement Crown	\$53.00
2950	Core Buildup, Including Any Pins	\$138.00
2952	Cast Post & Core In Addition To Crown	\$196.00
2954	Prefabricated Post & Core In Addition To Crown	\$170.00
3310	Anterior (Excluding Final Restoration) - Root Canal	\$400.00
3320	Bicuspid (Excluding Final Restoration) - Root Canal	\$465.00
3330	Molar (Excluding Final Restoration) - Root Canal	\$632.00
4260	Osseous Surgery (Flap Entry-Closure) - Per Quadrant	\$698.00
4341	Periodontal Scaling - Root Planing Per Quadrant	\$139.00
4910	Periodontal Maintenance (Follow Active Therapy)	\$76.00
5110	Complete Denture - Maxillary	\$797.00
5213	Maxillary Partial Denture - Cast Metal Frame	\$894.00
5214	Mandible Partial Denture - Cast Metal Frame	\$894.00
5650	Add Tooth to Existing Partial Denture	\$97.00
6010	Surgical Placement - Implant Body (Endosteal Implant)	\$1,500.00
6240	Pontic - Porcelain Fused to High Noble Metal	\$638.00
6750	Crown - Porcelain Fused to High Noble Metal	\$647.00
7110	Single Tooth (Extraction)	Merged into D7140 - \$72.00
7120	Each Additional Tooth (Extraction)	Merged into D7140 - \$72.00
7210	Removal Erupted Tooth with Mucoperistal Flap	\$115.00
9110	Palliative Treatment of Dental Pain - Minor Procedure	\$61.00
9310	Consultation Services by Non-Treating Practitioner	\$52.00

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CITY OF PEORIA
EXHIBIT K - DENTAL PPO PROVIDERS BY LOCATION
Effective: 1/1/2009-12/31/2009

Vendor Name	United Concordia Companies, Inc.
Contact Name	Barbara Crawford
Contact Number	602-667-2209

Indicate the number of providers that are currently contracted as a "Network" provider with your organization in the locations indicated.

Location	PPO Dental Providers		
	General Dentists	Specialty Dentists	Orthodontists
Avondale	21	0	2
Peoria	47	2	6
Glendale	98	15	9
Phoenix	358	58	19
Scottsdale	94	12	10
Sun City	14	0	0
Sun City West	9	1	0
Surprise	31	5	2
Total	672	93	48

United Concordia Source: Front End.

Advantage Plus Individual by City as of 05/31/2008

CITY OF PEORIA
EXHIBIT L - DENTAL PREPAID PROVIDERS BY LOCATION
Effective: 1/1/2009-12/31/2009

United Concordia is not proposing a prepaid dental plan.

Vendor Name	United Concordia Companies, Inc.
Contact Name	Barbara Crawford
Contact Number	602-667-2209

Indicate the number of providers that are currently contracted as a "Network" provider with your organization in the locations indicated.

Location	Prepaid Dental Providers		
	General Dentists	Specialty Dentists	Orthodontists
Avondale			
Peoria			
Glendale			
Phoenix			
Scottsdale			
Sun City			
Sun City West			
Surprise			
Total	0	0	0

Indicate the number of providers that are currently accepting new patients in the locations indicated.

Location	Prepaid Dental Providers		
	General Dentists	Specialty Dentists	Orthodontists
Avondale			
Peoria			
Glendale			
Phoenix			
Scottsdale			
Sun City			
Sun City West			
Surprise			
Total	0	0	0

Underwriting Requirements and Assumptions

This quote is being made as a result of information provided with the rate request. It is intended for informational purposes and is not an offer to contract. If the group wishes to apply for group dental insurance based upon this quote, they must complete an Application for Group Dental Insurance. The application will be subject to review and approval by United Concordia. If the application is accepted, the final rates and benefits will be based on verification of the application, verification of the information provided with the rate request and the final enrollment.

ASSUMPTIONS

- Rates are based upon Standard Industry Classification Code: 9111
- The United Concordia plan is the only plan offered for acceptance or consideration. The quoted information is invalid if any other dental carrier is offered for coverage.
- Commissions included: 0%
- Coverage may be terminated if required participation levels and minimum enrollment contracts are not met. Required participation must be met and maintained throughout the policy period.
- Rates assume 933 eligible employees, with 933 participating. If actual enrollment fluctuates by more than 10 percent, United Concordia reserves the right to re-evaluate the quote rates and benefits. This re-evaluation may result in:
 1. A retroactive adjustment to the effective date, or,
 2. A change in rates and benefits to reflect actual participation.
- Quoted rates assume Monthly Group Billing.
- Rates assume the group does not currently have dental coverage with United Concordia. However, if the group is currently covered under a United Concordia insurance policy, the rates quoted in this proposal are not valid, and the renewal rates will apply instead. Please contact your United Concordia representative for more information about your renewal rates.

ADDITIONAL INFORMATION

- Rates and benefits for effective dates after 01/01/2009 must be approved by Underwriting.
- The proposed United Concordia plans include the option of the Davis Vision Vantage Affinity discount card program at no additional cost.
- United Concordia is not able to accept business or pay commissions to producers who are not appointed. Any binder check or other premium payment collected from a group by non-appointed producers, and is then submitted for acceptance to United Concordia directly or through United Concordia sales personnel, will be rejected and returned to the non-appointed producer. Your quotation of rates to groups or submission of business to United Concordia will constitute acceptance of and agreement to comply with these rules regarding appointment and commission payments.

United Concordia may pay the selling broker or benefit consultant (“producer”) compensation for the promotion and sale of the products and services offered in this proposal. In addition to our standard compensation arrangements, we may make additional cash payments or reimbursements to selling producers in recognition of their marketing and distribution activities, persistency levels and volumes of business.

We encourage producers and their clients to discuss what commissions or other compensation may be paid in connection with the purchase of products and services from United Concordia. If you have questions regarding compensation programs related to your insurance plan, you may view the information on producer compensation that is available on our website, www.unitedconcordia.com.

STATE MANDATES

State-specific dependent eligibility mandates for dependents/students include:

- Colorado – 19/24
- Florida – 25/25 for groups situated in FL only
- Georgia – 19/26 for groups situated in GA only
- Indiana – to age 24 regardless of student status and for groups situated in IN only
- Louisiana – 21/24
- Maine – to age 25 regardless of student status and for groups situated in ME only
- Minnesota – to age 25 regardless of student status
- Missouri – to age 25 regardless of student status and for groups situated in MO only
- Montana – to age 25 regardless of student status. Mandate applies to all MT residents regardless of where group is situated.
- Nebraska – Non-student dependent age limit cannot exceed 23 for groups situated in NE only
- New Hampshire – to age 26 regardless of student status
- New Mexico – to age 25 regardless of student status
- North Dakota – 22/26 for groups situated in ND only
- Tennessee – to age 24 regardless of student status
- Texas – to age 25 regardless of student status. Mandate applies to all TX residents regardless of where group is situated.
- Utah – to age 26 regardless of student status
- West Virginia – to age 25 regardless of student status and for groups situated in WV only

SECTION 3

SCHEDULE OF BENEFITS

For your convenience, the Schedule of Benefits (Comparison) Charts are in MS Word format. Please provide answers to the Schedule of Benefits.

United Concordia is not providing a quote for the Prepaid Dental Plan.

Prepaid Dental Plan Design Requested Schedule of Benefits			
ADA Code	Covered Plan Dentist Treatment	Current/Requested Copayment	Proposed Copayment
	Appointments		
999	Routine Office Visit	\$10	
9999	Missed Appointment without 24-Hour Notice	\$25	
	Diagnostic		
210	X-Ray – Intraoral, Comp. Series, Incl. Bitewings	\$10	
415	Bacterial Studies	No charge	
	Preventive		
1110/1 120	Routine Cleaning Adult/Child to age 18	\$10	
1203	Fluoride Applications Child to age 18	No charge	
1330	Oral Hygiene Instruction	No charge	
1351	Application of Sealant, Per Tooth	\$20.00	
1510	Space Maintainer (Fixed) – Unilateral*	\$85	
1515	Space Maintainer (Fixed) – Bilateral*	\$85	
1520	Space Maintainer (Removable) - Unilateral	\$110	
1525	Space Maintainer (Removable) - Bilateral	\$135	
	Restorative (Fillings/Crowns)		
2140	Amalgam – One Surface, Primary or Permanent	\$25	
2150	Amalgam – Two Surfaces, Primary or Permanent	\$30	
2160	Amalgam – Three Surfaces, Primary or Permanent	\$45	
2161	Amalgam – Four or more Surfaces, Primary or Permanent	\$55	
2330	Resin Filling – One Surface, Anterior	\$50	
2331	Resin Filling – Two Surfaces, Anterior	\$65	
2332	Resin Filling – Three Surfaces, Anterior	\$80	
2335	Resin Filling Four or more Surfaces, Anterior	\$110	
2391	Resin Filling – One Surface, Posterior, Permanent	\$85	
2392	Resin Filling – Two Surfaces, Posterior, Permanent	\$100	

**Prepaid Dental Plan Design
Requested Schedule of Benefits**

ADA Code	Covered Plan Dentist Treatment	Current/Requested Copayment	Proposed Copayment
2393	Resin Filling – Three Surfaces, Post, Perm	\$105	
2750	Crown – Porcelain Fused to High Noble Metal*	\$295	
2962	Labial Veneer (Porcelain Laminate) - Lab	\$330	
	Endodontics (Root Canals)		
3310	Root Canal – Anterior (excluding final restoration)	\$145	
3320	Root Canal – Bicuspid (excluding final restoration)	\$225	
3330	Root Canal – Molar (excluding final restoration)	\$295	
	Periodontics		
4341	Periodontal Scaling and Root Planing, Per Quadrant	\$90	
4355	Full Mouth Debridement (Complicated Cleaning)	\$90	
	Removable Prosthodontics (Dentures)		
5110	Complete Upper Denture*	\$385	
5120	Complete Lower Denture	\$385	
5211	Partial Denture – Upper Resin Base*	\$410	
5212	Partial Denture – Lower Resin Base*	\$410	
	Fixed Prosthodontics		
6750	Crown – Porcelain Fused to High Noble Metal, Per Unit*	\$340	
	Oral Surgery		
7111	Extraction, coronal remnants, deciduous tooth	\$25	
7140	Extraction, erupted tooth or exposed root	\$25	
7220	Removal of Impacted Tooth – Soft Tissue	\$105	
7230	Removal of Impacted Tooth – Partial Bony	\$140	
7240	Removal of Impacted Tooth – Complete Bony	\$165	
7241	Removal of Impacted Tooth – Complete Bony, with Complications	\$205	

* Members are responsible for additional lab fees for these services.

**Indemnity PPO
Requested Schedule of Benefits**

Benefit Category	Current / Requested Benefit Level (In & Out of Network)	Proposed Benefit Level (In & Out of Network)
Class I		
Exams (2 per 12 months)	80%	80%
Cleanings & Fluoride Treatments (to age 17) – (2 per 12 months)	80%	80%
Bitewing X-rays (2 sets per 12 months)	80%	80%
All Other X-rays (full mouth once every 36 mos)	80%	80%
Space Maintainers (up through age 18)	80%	80%
Fluoride Treatments (2 per 12 months)	80%	80%
Class II		
Sealants (1 per tooth per 36 months through age 18 – permanent molars)	80%	80%
Palliative Treatment (Emergency)	80%	80%
Basic Restorative (Fillings, etc.)	80%	80%
Simple Extractions	80%	80%
Endodontics	80%	80%
Non-Surgical Periodontics	80%	80%
Surgical Periodontics	80%	80%
Complex Oral Surgery	80%	80%
Periodontal Scaling & root planing – 1 per two year period per area of the mouth	80%	80%
General Anesthesia and/or IV Sedation	80%	80%
Repair of Denture and Bridgework	80%	80%
Class III		
Crowns & Onlays (one within five years of placement)	50%	50%
Prosthetics (Bridges, Dentures)	50%	50%

**Indemnity PPO
Requested Schedule of Benefits**

Benefit Category	Current / Requested Benefit Level (In & Out of Network)	Proposed Benefit Level (In & Out of Network)
Orthodontics Diagnostic, Active, Retention Treatment	50%	50%
Maximums (per covered person)		
Calendar Year Maximum	\$1,500 per person	\$1,500 per person
Lifetime Orthodontic Maximum	\$2,000 per person	\$2,000 per person
Calendar Year Deductible (per person/per family)	\$50.00/\$150.00 Class II and III only	\$50.00/\$150.00 Class II and III only

CONCORDIA FLEX

PASSIVE PPO PROGRAM

DESCRIPTION

United Concordia's *Concordia Flex* program allows members to receive care from any licensed dentist. This program can be offered alone as a traditional (non-network) indemnity plan or with a network of participating dentists as a passive PPO plan. *Concordia Flex* offers both standard and customized benefit plan designs.

OUR DENTAL NETWORK

When offered as a passive PPO plan, members receive the greatest value and convenience when care is provided by a participating dentist. Essential to the *Concordia Flex* plan is our contracted networks of dentists who agree to:

- Accept United Concordia's maximum allowable charges (MACs) as payment-in-full for covered services.
- Abide by our utilization review decisions.
- File claims with United Concordia.
- Not balance-bill the member for covered services.

This means that members obtaining care from a participating dentist are responsible only for those deductibles and coinsurance amounts that are part of the program design. ***There is no balance billing and there are no claims to file.***

Members have the flexibility of using any licensed dentist. Members who decide to receive care from a non-participating dentist may have to submit their own claims, with reimbursement being made to the contract holder. In addition, non-participating dentists are not required to accept United Concordia's allowances as payment-in-full.

A list of participating dentists can be obtained from our website, www.unitedconcordia.com.

DENTIST REIMBURSEMENT

Our goal is to provide high-quality dental services at an affordable and predictable cost. Our networks provide significant discounts off dentists' actual charges.

Payments are based upon coinsurance levels and United Concordia's MACs. The MACs are determined by region and are derived from claims submitted to United Concordia by more than 100,000 participating and nonparticipating dentists.

Out-of-network benefits set at the 80th or 90th percentile are based on Ingenix data, supplemented with internal charge data, where necessary.

BENEFIT SUMMARY*

Class I Services	Plan Pays
Exams	80%
X-rays	
Cleanings	
Fluoride Treatments	
Space Maintainers	
Class II Services	
Palliative Treatment	80%
Sealants	
Basic Restorative	
Endodontics	
Nonsurgical Periodontics	
Repairs of Crowns, Inlays, Onlays, Bridges, Dentures	
Simple Extractions	
Complex Oral Surgery	
Surgical Periodontics	
General Anesthesia and/or IV Sedation	
Class III Services	
Inlays, Onlays, Crowns	50%
Prosthetics	
Orthodontics (dependents to age 19)	
Diagnostic, Active Retention Treatment	50%
Deductibles and Maximums	
Annual Program Deductible (Class I Services and Orthodontics Exempt)	\$50 per person \$150 per family
Annual Program Maximum (per person)	\$1,500
Lifetime Orthodontic Maximum	\$2,000
Out-of-Network Reimbursement	90 th Percentile

* This summary is a representative listing of services covered under the proposed program.

† Reimbursement is based on our schedule of maximum allowable charges (MAC). Network dentists have agreed to accept these allowances as payment-in-full. Nonparticipating dentists may bill the member for the difference, if any, between our allowance and their fee.



EXCLUSIONS AND LIMITATIONS

SCHEDULE OF EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

Except as specifically provided in the Certificate, Schedules of Benefits or Riders to the Certificate, no coverage will be provided for services, supplies or charges:

1. Not specifically listed as a Covered Service on the Schedule of Benefits and those listed as not covered on the Schedule of Benefits.

2. Which are necessary due to patient neglect, lack of cooperation with the treating dentist or failure to comply with a professionally prescribed Treatment Plan.

This exclusion does not apply to Group Policies and Certificates issued and delivered in California.

3. Started prior to the Member's Effective Date or after the Termination Date of coverage with the Company, including, but not limited to multi-visit procedures such as endodontics, crowns, bridges, inlays, onlays, and dentures.

4. Services or supplies that are not deemed generally accepted standards of dental treatment.

5. For hospitalization costs.

6. That are the responsibility of Worker's Compensation or employer's liability insurance, or for treatment of any automobile related injury in which the Member is entitled to payment under an automobile insurance policy. The Company's benefits would be in excess to the third party benefits and therefore, the Company would have right of recovery for any benefits paid in excess.

For Group Policies and Certificates issued and delivered in Georgia, Missouri, and Virginia, only services that are the responsibility of Workers Compensation or employer's liability insurance shall be excluded from this Plan.

For Group Policies and Certificates issued and delivered in Texas, only services that are the responsibility the employer's liability insurance, or for treatment of any automobile related injury shall be excluded from this Plan.

7. For prescription or non-prescription drugs, vitamins, or dietary supplements.

8. Administration of nitrous oxide, general anesthesia and i.v. sedation, unless specifically indicated on the Schedule of Benefits.

9. Which are Cosmetic in nature as determined by the Company, including, but not limited to bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures.

This exclusion does not apply to Group Policies and Certificates issued and delivered in Pennsylvania for Cosmetic services required as the result of an accidental injury.

This exclusion does not apply to Group Policies issued and delivered in New Jersey for Cosmetic services for newly-born children of Members as defined in the definition of Dependent.

10. Elective procedures including but not limited to the prophylactic extraction of third molars.

11. For the following which are not included as orthodontic benefits - retreatment of orthodontic cases, changes in orthodontic treatment necessitated by patient neglect, or repair of an orthodontic appliance.

12. For congenital mouth malformations or skeletal imbalances, including, but not limited to treatment related to cleft lip or cleft palate, disharmony of facial bone, or required as the result of orthognathic surgery including orthodontic treatment.

For Group Policies and Certificates issued and delivered in Arizona, Kentucky, and Pennsylvania this exclusion shall not apply to newly born children of Members as defined under the definition of Dependent including newly adoptive children, regardless of age.

For Group Policies issued and delivered in Colorado, Indiana, Missouri, New Jersey, and Virginia, this exclusion shall not apply to newly born children of Members as defined under the definition of Dependent.

For Group Policies issued and delivered in Colorado, this exclusion shall not apply to orthodontic or dental services for a newly born Dependent with cleft lip or cleft palate and shall be covered as listed on the Schedule of Benefits.

For Group Policies and Certificates issued and delivered in Florida, this exclusion shall not apply for diagnostic or surgical dental (not medical) procedures rendered to a Member of any age.

13. For dental implants including placement and restoration of implants unless specifically covered under a rider to the Certificate.

14. For oral or maxillofacial services including but not limited to associated hospital, facility,

anesthesia, and radiographic imaging even if the condition requiring these services involves part of the body other than the mouth or teeth.

This exclusion shall not apply to Group Policies issued and delivered in Georgia when such services are medically necessary.

15. Diagnostic services and treatment of jaw joint problems by any method unless specifically covered under a Rider to the Certificate. These jaw joint problems include but are not limited to such conditions as temporomandibular joint disorder (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies and Certificates issued in Florida, this exclusion does not apply to diagnostic or surgical dental (not medical) procedures for treatment of TMD rendered to a Member of any age as a result of congenital or developmental mouth malformation, disease, or injury and such procedures are covered under a Rider to the Certificate or the Schedule of Benefits.

16. For treatment of fractures and dislocations of the jaw.

This exclusion does not apply to Group Policies and Certificates issued in Pennsylvania if the dental condition is as a result of an accidental injury.

17. For treatment of malignancies or neoplasms.
18. Services and/or appliances that alter the vertical dimension, including but not limited to, full mouth rehabilitation, splinting, fillings to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.

This exclusion does not apply to Group Policies and Certificates issued in Pennsylvania if the dental condition is as a result of an accidental injury.

19. Replacement of lost, stolen or damaged prosthetic or orthodontic appliances.
20. For broken appointments.
21. Arising from any intentionally self-inflicted injury or contusion when the injury is a consequence of the Member's commission of or attempt to commit a felony or engagement in an illegal occupation or of the Member's being intoxicated or under the influence of illicit narcotics.
22. For house or hospital calls for dental services.

23. Replacement of existing crowns, onlays, bridges and dentures that are or can be made serviceable.
24. Preventive restorations in the absence of dental disease.
25. Periodontal splinting of teeth by any method.
26. For duplicate dentures, prosthetic devices or any other duplicative device.
27. For services determined to be furnished as a result of a referral to an entity in which the referring dentist, or the dentist's immediate family; (a) owns a beneficial interest; or (b) has a compensation arrangement. The dentist's immediate family includes the spouse, child, child's spouse, parent, spouse's parent, sibling, or sibling's spouse of the dentist, or that dentist in combination.
28. For which in the absence of insurance the Member would incur no charge.
29. For plaque control programs, oral hygiene, and dietary instructions.
30. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the national guard or in the armed forces of any country or international authority.

This exclusion does not apply to Group Policies and Certificates issued and delivered in Oklahoma.

31. For training and/or appliance to correct or control harmful habits, including, but not limited to, muscle training therapy (myofunctional therapy).
32. For any claims submitted to the Company by the Member or on behalf of the Member in excess of twelve (12) months after the date of service.
33. Which are not Dentally Necessary as determined by the Company.

This exclusion does not apply to Group Policies and Certificates issued and delivered in California and Maryland.

LIMITATIONS

The following services will be subject to limitations as set forth below:

1. Full mouth x-rays – one every three years.
2. Two set(s) of bitewing x-rays per calendar year.
3. Periodic oral evaluation – two per calendar year.
4. Limited oral evaluation (problem focused) – limited to one per dentist per calendar year.
5. Prophylaxis – two per calendar year.
6. Fluoride treatment – two per calendar year through age seventeen.
7. Space maintainers - only eligible for Members through age seventeen when used to maintain space as a result of prematurely lost deciduous molars and permanent first molars, or deciduous molars and permanent first molars that have not, or will not develop.
8. Prefabricated stainless steel crowns - one per tooth per lifetime for age fourteen years and younger.
9. Crown lengthening - one per tooth per lifetime.
10. Periodontal maintenance following active periodontal therapy – two per calendar year in addition to routine prophylaxis.
11. Periodontal scaling and root planing - one per two year period per area of the mouth.
12. Placement or replacement of single crowns, inlays, onlays, single and abutment buildups and post and cores, bridges, full and partial dentures – one within five years of their placement.
13. Denture relining, rebasing or adjustments - are included in the denture charges if provided within six months of insertion by the same dentist.
14. Subsequent denture relining or rebasing – limited to one every three year(s) thereafter.
15. Surgical periodontal procedures - one per two year period per area of the mouth.
16. Sealants - one per tooth per three year(s) through age eighteen on permanent first and second molars.
17. Pulpal therapy - through age five on primary anterior teeth and through age eleven on primary posterior molars.
18. Root canal treatment and retreatment – one per tooth per lifetime
19. Recementations by the same dentist who initially inserted the crown or bridge during the first twelve months are included in the crown or bridge benefit, then one per twelve months thereafter
20. Replacement restorations – limited to one per twelve months
21. Contiguous surface posterior restorations not involving the occlusal surface will be payable as one surface restoration.
22. Posts are only covered as part of a post buildup.
23. An Alternate Benefit Provision (ABP) will be applied if a dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist. The ABP does not commit the member to the less costly treatment. However, if the member and the dentist choose the more expensive treatment, the member is responsible for the additional charges beyond those allowed for the ABP.
24. Payment for orthodontic services shall cease at the end of the month after termination by the Company

SECTION 4

QUESTIONNAIRE

For your convenience, the questionnaire is in MS Word format. Please provide answers to the questions in hard copy and on CD. **Please provide your answers in MS Word format, NOT Adobe Acrobat PDF.**

DO NOT ALTER THE QUESTIONS

GENERAL REQUIREMENTS (ALL OFFERORS)

- Complete this form and include it with your response.
- Indicate “yes” or “no” as to your organization’s ability to meet the general requirements.
- Offeror will be held accountable for accuracy/validity of all answers.

GENERAL REQUIREMENTS (ALL OFFERORS)		YES	NO
1.	a. Agree to submit your renewal to the client (or its designated consulting firm) within 150 days of the plan year and understand that if this renewal deadline is not met , this client will not grant a rate adjustment for the subsequent plan year.	X	
	b. Please be advised that this client requires the following with each renewal package: any contract language changes requested, specific justification of rate/fee changes, current enrollment by rate class, additional options for consideration and all underwriting caveats.	X	
2.	Rates guaranteed for a minimum of 12 months.	X	
3.	Proposal is submitted <u>net</u> of commissions.	X	
4.	Contract includes an indemnification/hold harmless clause to protect the Client.	X	
5.	The rates or fees quoted in your proposal are firm and will not be recalculated based on actual enrollment.		X
6.	You agree that any early termination provision contained in your contract cannot be tied to the renewal or financial provisions or penalties.	X	
7.	You agree that the Client can terminate the contract without cause given 30 days advance notice.	X	
8.	Do you agree to offer your standard performance guarantees to the Client? If so, please include a copy along with your proposal.	X	
9.	If you answered “No” to any of the questions above, please provide an explanation below:		
Question No.	Explanation		
5	<p>If actual enrollment fluctuates by more than 10 percent, United Concordia reserves the right to re-evaluate the quoted rates and benefits. This re-evaluation may result in:</p> <p>1. A retroactive adjustment to the effective date, or,</p> <p>2. A change in rates and benefits to reflect actual participation.</p>		

GENERAL INFORMATION (ALL OFFERORS)	
	VENDOR RESPONSE
<p>8. What hours are your customer service team available in order to assist participants with questions?</p>	<p>Customer service representatives will continue to be available toll-free Monday through Friday from 6:00 a.m. to 6:00 p.m., Mountain Time. In addition, our Interactive Voice Response (IVR) system is available 24 hours a day, 7 days a week. Members may request eligibility information, claims status information, orthodontic information, procedure history, maximum/deductible accumulations, request new identification cards, blank claim forms, and a listing of participating dentists. Callers can choose to listen to the information while still on the telephone or request that the information is sent by fax or mail.</p>
<p>9. Please state what the grace period is for the payment of premium or in the case of a self funded plan the payment of fees.</p>	<p><i>Fully-Insured</i></p> <p>The Grace Period for late payment of premium is thirty-one (31) days. During the Grace Period, coverage shall continue in effect regardless of non-payment of Premium. The Policyholder shall remain liable to the Company for Premiums accrued during the Grace Period.</p> <p><i>ASO</i></p> <p>Administrative fees are requested within 10 days after receipt of the statement. There are no grace periods or penalties for nonpayment; however, United Concordia Dental can terminate the contract for nonpayment of fees.</p> <p>Claims payments are due to United Concordia Dental within two business days after the request for funds. Interest is charged at the Citibank prime rate plus 2 percent.</p>

GENERAL INFORMATION (ALL OFFERORS)	
	VENDOR RESPONSE
10. How do you handle transition of care for ongoing orthodontic treatment if the patient is using a non-contracted provider on the effective date of coverage?	For transition of care for ongoing orthodontic treatment plans in progress, the percentage of active treatment completed prior to the contract effective date (as determined based upon the banding date and the length of treatment) is deducted from the lifetime contractual maximum to arrive at maximum financial liability. This liability is then distributed in a lump sum payment or equal increments throughout the remaining course of treatment to the member.

INDEMNITY/PPO DENTAL	VENDOR RESPONSE
<p>1. Provide a complete description of the benefit limitations and exclusions which your company proposes to make a part of the dental program. (Be specific about any provision which could be construed as pre-existing condition limitations. Be sure your description differentiates between pre-existing dental conditions for which dental treatment commenced prior to the effective date and those for which treatment has not commenced.)</p>	<p>United Concordia's exclusions and limitations are included in Section 3 of our proposal.</p>
<p>2. From what location would this policyholder's claims be paid?</p>	<p>United Concordia will continue to process claims primarily at our corporate headquarters in Harrisburg, Pennsylvania; we also have offices in Williamsport, Pennsylvania and Woodland Hills, California that process claims as needed.</p>
<p>3. What is your company's claims processing turn-around time for clean claims?</p>	<p>United Concordia's standards for claim processing turnaround time are to process 90 percent of non-investigated claims in 14 calendar days and 98 percent of non-investigated claims in 30 calendar days.</p>
<p>4. What percentage of claims are auto-adjudicated?</p>	<p>Approximately 88-90 percent of all claims are auto-adjudicated. United Concordia defines auto-adjudication as not suspending for further review prior to being processed to a finalized payment or denial location. The remaining 10-12 percent contains x-rays sent for review by a dental consultant or require coordination of benefits.</p>
<p>5. What percentage of claims are electronically filed by providers?</p>	<p>In 2007, United Concordia processed approximately 40 percent of claims submitted electronically, which is consistent with industry standards.</p>
<p>6. How are "reasonable and customary" charges determined by your company in the administration of your proposed plan?</p>	<p>United Concordia uses Ingenix data to arrive at the out-of-network R&C reimbursement.</p>
<p>7. The current plan pays non-network claims at the 90% of R&C. Confirm that your quote matches this level.</p>	<p>United Concordia confirms.</p>

INDEMNITY/PPO DENTAL	VENDOR RESPONSE
<p>8. The current plan has no missing tooth limitations. Confirm that you will continue to match this benefit.</p>	<p>United Concordia confirms.</p>
<p>9. Describe how your pretreatment review system operates.</p>	<p>United Concordia will continue to use our three-stage process to review claims and predeterminations. We review claims that report single crowns, onlays, fixed bridgework, impacted third molars, operative periodontics or are of a complex or questionable nature. A claim reviewer, who is specifically trained to apply particular policies and examine criteria, conducts the initial review. Claim reviewers may approve benefits, but they may not reject them. Dental procedures that cannot be approved are referred to an advisor assistant for a more detailed analysis. If the advisor assistant determines the procedures cannot be approved, they are referred to a dentist advisor.</p> <p>United Concordia retains a panel of dentist advisors who review claims requiring professional determination. Dentist advisors are practicing dentists who have various dental specialty training and review claims accordingly. Where appropriate, cases are referred to external dental consultants, whose level of training may be required to resolve clinical questions affecting a benefit determination. Dentist advisors review claims and any accompanying documentation, including radiographs, to render professional determinations. These determinations serve as the basis for approving or denying benefits. If the claim is rejected, a written explanation of a benefit denial based upon a professional review is sent to the dentist.</p> <p>A dentist may appeal an adverse benefit determination by contacting the advisor unit directly on our toll-free number or by letter. A dentist advisor, other than the one who rendered the initial determination, reviews appeal cases and the supporting documentation. When appropriate, the advisor contacts the dentist to discuss the case and both the dentist and the patient receive written notification of the results of the second review.</p>

INDEMNITY/PPO DENTAL	VENDOR RESPONSE
10. Indicate any minimum requirement for employee and dependent participation in the Dental plan.	United Concordia's rates assume that current enrollment levels remain unchanged.
11. If this minimum is not achieved, what affect will it have on the policy (<i>i.e.</i> , can it still be issued, but at different rates)?	United Concordia reserves the right to re-evaluate the quoted rates/fees and benefits. Required participation must be met and maintained throughout the policy period.
12. Provide a description of those circumstances under which benefits continue being paid upon:	
a. termination of an insured's coverage; and	When an employee's coverage is terminated, coverage for completion of a dental procedure requiring two or more dental office visits on separate days is extended for a period of 90 days after the termination date. The procedure must be started prior to the employee's termination date. A procedure is considered started when teeth are irrevocably altered. For example crowns, bridges and dentures are started when the teeth are prepared and impressions are taken. Root canals are started when the tooth is opened and pulp is removed. For orthodontic treatment, if covered, coverage is extended through the end of the month of the member's termination date.
b. termination of the policy.	When the group contract is terminated, coverage ends on the group contract termination date with no continuation of coverage available.
13. Will you agree to furnish monthly reports showing paid premium, <u>paid</u> claims and subscriber and member enrollment and an annual utilization report?	United Concordia agrees to provide our standard premium vs. claims and utilization by class monthly.
14. Do you have internet access to monthly claims and utilization reports?	Reports are not currently available on-line; however, we can provide reports electronically via secured encrypted e-mail or on compact disk. United Concordia is working toward Internet capabilities for monthly reports, and anticipate this function being available by 2009.

<p>15. Explain your peer review and claims auditing services and identify the qualifications of the person providing these services.</p>	<p>United Concordia employs a three-stage process to review claims and predeterminations. We review claims that report single crowns, onlays, fixed bridgework, impacted third molars, operative periodontics or are of a complex or questionable nature. A claim reviewer conducts the initial review. These reviewers are specifically trained to apply particular policies and examine criteria. Claim reviewers may approve benefits, but they may not reject them. Dental procedures that cannot be approved are referred to an advisor assistant for a more detailed analysis. If the advisor assistant determines the procedures cannot be approved, they are referred to a dentist advisor.</p> <p>United Concordia retains a panel of dentist advisors who review claims requiring professional determination. Dentist advisors are practicing dentists who have various dental specialty training and review claims accordingly. Where appropriate, cases are referred to external dental consultants, whose level of training may be required to resolve clinical questions affecting a benefit determination. Dentist advisors review claims and any accompanying documentation, including radiographs, to render professional determinations. These determinations serve as the basis for approving or denying benefits. If the claim is rejected, a written explanation of a benefit denial based upon a professional review is sent to the dentist.</p> <p>United Concordia internally audits claims on both a pre- and post-payment basis.</p> <p>Pre-payment, we randomly select a percentage of claims per batch for each examiner on a daily basis. The percentage ranges from 2 percent for experienced staff to 100 percent for trainees. The claims reviewed are selected automatically by the system, and checked for accuracy in data entry and processing.</p>
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	<p>Post-payment, claims are selected and reviewed quarterly. Quality control examiners complete a six-step audit process using a statistically valid sample of all claims (95 percent confidence with ± 3 percent precision). The actual number of claims audited varies each quarter depending on the total number of claims. Because claims are selected randomly, audits are not account specific.</p> <p><i>Six-Step Audit Process includes checking the following:</i></p> <ul style="list-style-type: none"> • Coding • Member Eligibility • Benefits • Claim History • Pricing • Dentist Eligibility
<p>16. Do you wholly own and operate the network you are proposing for the City?</p>	<p>United Concordia created and owns the proposed Advantage <i>Plus</i> network and it is not leased to us or leased out to others.</p>
<p>17. Do you agree to an annual open enrollment at which time you would waive pre-existing limitations?</p>	<p>United Concordia agrees.</p>
<p>18. a. Do you regularly conduct patient satisfaction surveys? b. If so, provide a copy or summary of the most recent results?</p>	<p>Yes.</p> <p>A summary of our most recent national PPO member satisfaction survey is included in Section 5 of our proposal.</p>
<p>19. What were your historic 2006 and 2007 PPO trends and anticipated 2008 trends for your proposed plan in the greater Phoenix metropolitan area?</p>	<p>United Concordia's historic trend for renewals for 2006 and 2007 was 6.0 percent. We anticipate the trend for 2008 to remain the same.</p>
<p>20. Briefly describe your renewal rating methodology. Please indicate the amount of credibility to be applied to the City's specific experience.</p>	<p>Under a prospective type rating, United Concordia agrees to provide all dental care services arranged under the contract as well as all administrative services for a monthly premium guaranteed for the contract period.</p> <p>At renewal, United Concordia compares income at the current rates to the required income to arrive at the change in the rates. Expected incurred claims for the base experience period are trended to the projected renewal period.</p>

	<p>Retention charges are added to projected incurred claims, resulting in projected required income for the renewal period. Projected required income is compared to income at current rate levels. Income at current rate levels is calculated by multiplying current rates by contract months for the base experience period. The resulting multiplier is applied to current rates to develop required renewal rates.</p> <p>Renewals will be based upon 100 percent of the City of Peoria's claims experience.</p>
<p>21. Please provide separate GeoAccess reports, by zip code, for your dental PPO network using the census data and access criteria of 2 dentists within 10 miles. Provide by general dentists and specialists separately.</p>	<p>United Concordia's GeoAccess reports is included in Section 5 of our proposal.</p>
<p>22. Provide any performance guarantees you are willing to offer including amounts you are willing to put at risk either under a fully insured contract or self-insured contract.</p>	<p>United Concordia's proposed performance guarantees are included in Section 6 of our proposal.</p>
<p>23. Please confirm you will be the claim fiduciary and will handle all levels of claims appeal.</p>	<p>United Concordia confirms.</p>

24. The City reserves the right to audit their claims or dependent eligibility in the case of a self funded plan. Please confirm your agreement to their right to use an independent third party to perform the audits. Please also confirm there will not be a charge for either the production of a tape with the claims data or assistance with an onsite audit.

Fully-Insured

Audits are generally not an accepted part of a fully-insured funding arrangement, because under such an arrangement, the carrier assumes the financial risks associated with plan administration.

ASO

United Concordia understands the importance of the right to audit and affords the opportunity for ASO Groups to audit Plan benefits administration. United Concordia will provide for one audit per calendar year with an audit period not to exceed the two most recently completed contract years. The City of Peoria is provided with 40 hours of audit support. United Concordia reserves the right to bill for audit support in excess of 40 hours. United Concordia provides appropriate records and documents for the City of Peoria to evaluate the administration of benefits. Prior to the commencement of any audit, the City of Peoria and its outside auditor, if any, is required to execute a written agreement to protect the confidentiality of patient-specific information and any United Concordia proprietary or confidential information, provided that United Concordia will in no event be required to disclose any information in violation of applicable law.

United Concordia is not quoting on the Prepaid dental plan.

PREPAID DENTAL	
	VENDOR RESPONSE
1. Provide the following as part of your proposal:	
a. A schedule of benefits and copayments.	
b. A complete description of the benefit limitations and exclusions.	
2. What are your contract limitations relating to a pre-existing condition?	
3. a. Indicate any minimum enrollment requirements for employee and dependent participation in the dental plan.	
b. If these minimums are not achieved, what affect will it have on the policy (<i>i.e.</i> , can it still be issued, but at different rates?).	
4. Provide your 2006 and 2007 historical records regarding the time lag between a requested appointment and a scheduled appointment.	
5. What percent (and number) of your providers are open to new patients in the greater Phoenix metropolitan area?	
6. What were your historic 2006 and 2007 DHMO trends and anticipated 2008 trends for your proposed plan in the greater Phoenix metropolitan area?	
7. Do you wholly own and operate the network you are proposing for the City?	
8. How many dentists voluntarily terminated from your network in the geographic boundaries of the networks where care is provided to this group in 2006 and 2007?	
9. What percent of all dentists in the geographic boundaries of the networks where care is provided to this group are under contract with you to deliver care?	

PREPAID DENTAL	
	VENDOR RESPONSE
10. What method do you use to verify that participants are treated the same as the provider's fee for service patients.	
11. Explain your provider credentialing process?	
12. The current plan has no missing tooth limitations. Confirm that you will continue to match this benefit.	
13. a. Do you regularly conduct patient satisfaction surveys?	
b. If so, provide a copy or summary of the most recent results?	
14. Please provide separate GeoAccess reports, by zip code, for your dental PPO network using the census data and access criteria (open practices only) of 2 dentists within 10 miles. Provide by general dentists and specialists separately.	
15. Provide any performance guarantees you are willing to offer including amounts you are willing to put at risk.	
16. How long do you guarantee the benefit plan design proposed will be offered without changes (i.e., 1 year, 2 years, 3 years, longer)	

SECTION 5



SECTION 5 – CURRENT FULLY-INSURED CONTRACT

GROUP INSURANCE POLICY
for
Dental Benefits

UNITED CONCORDIA INSURANCE COMPANY
4401 DEER PATH ROAD
HARRISBURG, PA 17110

POLICYHOLDER: CITY OF PEORIA
GROUP POLICY No.: 843859000, 843859099
EFFECTIVE DATE: JANUARY 1, 2005
MINIMUM PARTICIPATION NUMBER: 75% OF TOTAL ELIGIBLES

The Policyholder and United Concordia Insurance Company ("Company") will make the dental benefit plan available to eligible Certificate Holder(s) and their Dependents ("Members") at 12:01 AM on the Effective Date and upon the terms and conditions contained in this Group Insurance Policy (Group Policy). The Company will pay the benefits described in the Schedule of Benefits and Schedule of Exclusions and Limitations and any riders attached to the Certificate of Insurance, subject to the Group Policy terms. The parties shall fulfill the obligations stated herein.

Certain terms have specific meanings and are set forth in the Definitions section of the Certificate of Insurance (hereinafter referred to as "Certificate") which is attached and incorporated herein by this reference.

United Concordia Insurance Company

Authorized Officer

INSURANCE RULES

A. *Eligibility:*

In order to be eligible to enroll in the Plan, a Certificate Holder must meet the Policyholder's eligibility requirements. To be eligible to enroll as a Dependent, a person must be eligible to enroll under the Policyholder's eligibility requirements and satisfy the requirements and definitions set forth in the Certificate. For Group Policies issued and delivered in the state of Louisiana, all new persons becoming eligible to and applying for insurance including persons required to be provided coverage under federal law shall be provided coverage provided that the Certificate Holder meets the Policyholder's eligibility requirements.

The Company agrees that no person shall be refused enrollment or re-enrollment because of age, dental health status, genetic disorder, requirements for dental services, or the existence of a pre-existing dental condition.

During the term of this Group Policy, no change in the Policyholder's eligibility requirements, participation requirements, or Renewal Date shall be permitted to affect eligibility or enrollment unless such change is agreed to in advance by the Company.

B. *Enrollment:*

An eligible Certificate Holder and his/her Dependent(s) shall become enrolled in the Plan as follows:

- 1) After satisfaction of Policyholder's eligibility requirements, the Certificate Holder must provide enrollment information including all eligible Dependents within: (a) 31 days of first becoming eligible, (b) by the Effective Date of this Group Policy, or (c) during the Policyholder's open enrollment period, or (d) as specified in any applicable Late Entrant Rider to the Certificate of Insurance. Coverage for Members shall effective on the date specified by the Policyholder in its enrollment information.
- 2) Dependents may be added after the Effective Date of the Policyholder in the event of birth, marriage, adoption, court order of placement or custody or change in student status. To enroll a new Dependent, a change of enrollment must be submitted through the Policyholder to the Company within 31 days of acquiring the Dependent. Coverage shall be effective on the date specified by the Policyholder in its enrollment information provided to the Company, except for newly born or adoptive children. Coverage for newly born or adoptive children shall be effective as stated in the definition of Dependent in the Certificate. In order for coverage of newly born or adoptive children to continue beyond the 31 day period, notification of birth or adoption and payment of the requirement Premium shall be furnished to the Company by the Policyholder within the 31 day period.
- 3) Members not enrolled during the initial enrollment as stated under 1) or 2) above, may not be enrolled until the Policyholder's next open enrollment period unless otherwise specified in any applicable Late Entrant Rider to the Certificate of Insurance. A Certificate Holder who is required to provide coverage for a Dependent child pursuant to a court order, shall be permitted to enroll the Dependent child without regard to enrollment season requirements.

At a time agreed upon by the Company and the Policyholder, no more frequently than annually, an open enrollment period shall be provided in which a Certificate Holder may elect to enroll or disenroll him/herself and eligible Dependents under this Group Policy.

GENERAL POLICY RULES

A. *Payment of Premiums:*

In consideration of the dental benefit plan made available to the Members by the Company, the Premium listed on the Schedule of Premium is payable to the Company in accordance with such Schedule of Premium and any Riders thereto.

B. *Term of Group Policy:*

This Group Policy shall begin at 12:01 A.M. on the Effective Date as stated on the front of this Group Policy. Group Policy shall continue in effect for a term of two years, and from year to year thereafter, subject to the following:

- 1) Either the Policyholder or the Company may elect not to renew the Group Policy by providing written notice to the other party at least 31 days prior to renewal. For Group Policies issued and delivered in Florida and Maryland, notice must be provided at least 45 days prior to the Renewal Date. For Group Policies issued and delivered in Georgia, notice must be provided at least 60 days prior to the Renewal Date. In the absence of notice from the Policyholder of its intention not to renew, payment of the renewal Premium constitutes acceptance of the renewal.
- 2) Company may elect to extend the Premium beyond the current term with at least 31 days written notice to the Policyholder in advance of the date a new Premium would begin. For Group Policies issued and delivered in Florida, notice of extension must be provided at least 45 days in advance. For Group Policies issued and delivered in Georgia and Louisiana, notice of extension must be provided at least 60 days in advance. The new Premium may extend for less than one year to the next following Renewal Date or may extend for an alternate term as agreed to by the Company and Policyholder.
- 3) The Company may terminate, or refuse to renew, this Group Policy upon default in the payment of Premium by giving to the Policyholder 31 days prior written notice of such termination or nonrenewal. Notice to the Policyholder shall state the amount of Premium due. Payment of said sum prior to the date of intended termination or nonrenewal shall continue this Group Policy in full force and effect. Nonpayment of said sum prior to the expiration of the Grace Period shall result in the termination of the Plan on the first day following the expiration of the Grace Period. During the Grace Period, coverage shall continue in effect regardless of non-payment of Premium. The Policyholder shall remain liable to the Company for Premiums accrued during the Grace Period.
- 4) The Company may terminate this Plan on any Premium due date if the Certificate Holders insured under this Group Policy total less than the number enrolled on the cover of this Group Policy. The Company may adjust the Premium or the Schedule of Benefits on any Premium due date if the number of Members enrolled under this Group Policy increases or decreases by 10% or if the extent or nature of the risk changes significantly. The Company will notify the Policyholder in writing at least 31 days prior to the date of such adjustment or termination.
- 5) Coverage may also be terminated or non-renewed where there is: (a) fraud or misrepresentation by the Policyholder, or with respect to coverage of a Member, fraud or misrepresentation by the Member or the Member's representative; or (b) noncompliance with Plan provisions.

C. ***Policyholder Obligations:***

The Policyholder agrees, in addition to any other obligations contained herein, that it shall:

- 1) Collect from its Certificate Holders any contributory portion of the Premium and notify Certificate Holders of any change in such contribution. Pay the Premium specified on the Schedule of Premium or renewal notice for this Group Policy for all enrolled Certificate Holders and Dependents who enroll for dental benefits, as reported to the Company. Premium for Members who become ineligible during the course of this Group Policy is due through the end of such month in which they become ineligible. If the Company is unable to determine from its records that a Member has become ineligible, Premium shall be due through the end of such month in which the Policyholder notifies the Company that such Member is ineligible.

For Group Policies issued and delivered in Maryland, Premium for Members who become ineligible during the course of this Group Policy shall continue until the later of the date the Company receives notice from the Policyholder of the termination of the Member or the date coverage would otherwise terminate under the terms of the Certificate. The Policyholder will cooperate with the Company with respect to soliciting and enrolling persons eligible to enroll and obtaining authorized payroll withholding.

- 2) Notify the Company as soon as possible when coverage is to be continued for ineligible Members under any state or federal law or regulation. It is the Policyholder's obligation to notify Certificate Holders and Dependents of their rights and any Premium due for continuation coverage under federal law.
- 3) At a mutually agreed upon time, send enrollment and other data required by the Company to perform its duties under this Group Policy and to determine Premium rates. All records of the Policyholder which bear on the insurance including eligibility, enrollment, and payment of Premium, must be open to the Company for its inspection and to make copies at any reasonable time and with reasonable notice to the Policyholder.
- 4) It is the responsibility of the Policyholder to notify all Certificate Holders of the termination of the Group Policy. Coverage will be terminated regardless of whether the notice is given.

D. Company Obligations:

In consideration of the Policyholder's payment of the Premium rates set forth in GENERAL POLICY RULES (A) of this Group Policy, the Company shall perform the following administrative functions necessary to ensure the provision of benefits for the Policyholder and its Members.

- 1) Unless otherwise agreed to in writing by both parties, Company will notify the Policyholder on or before the 10th of the calendar month preceding the payment period shown on the Application of the Premium due and the Members on its eligibility file.
- 2) Process claims in accordance with this Group Policy and the Certificate using the eligibility data provided by the Policyholder.
- 3) Issue explanations of benefits paid or denied under this Group Policy to Members any applicable Coinsurances, Deductibles, Limitations, Maximums, or reasons for denial.
- 4) Issue a Certificate of Insurance for each Certificate Holder which describes the Members' coverage.
- 5) Respond to Member, dentist and Policyholder telephone and written inquiries and complaints.
- 6) Maintain adequate records of claims submitted under this Group Policy. Such records are owned by and proprietary to the Company.
- 7) Not disclose claim or eligibility records except as allowed or required by law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.

E. General Provisions:

- 1) This Group Policy shall be governed by the laws of the state where the Group Policy is issued and delivered.
- 2) This Group Policy consists of the attached Schedule of Premium, Certificate of Insurance, Schedule of Exclusions and Limitations, Schedule of Benefits, and Application for Group Dental Insurance, including any riders, addenda and/or endorsements to the previously mentioned forms. This Group Policy represents the entire agreement between the Policyholder and the Company with respect to the subject matter. The failure of any section or subsection of this Group Policy shall not affect the validity, legality and enforceability of the remaining sections hereof. A copy of the Application shall be attached to the Group Policy when issued.
- 3) No statement of the Policyholder shall be used in any contest of the insurance under this Group Policy. There will be no contest of the validity of the Group Policy, except for not paying Premiums, after it has been in force two (2) years after the Effective date. All statements made by the Policyholder or by any insured Member shall be deemed representations and not warranties, and no statements made for the purpose of effecting coverage shall void such coverage or reduce benefits unless contained in writing and signed by the Policyholder. No written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the person or to his beneficiary or personal representative.
- 4) Except as otherwise herein provided, each amendment to this Group Policy, including a change in the Premium or Schedule of Benefits shall be proposed by the Company to the Policyholder in writing at least 31 days prior to the Renewal Date. Except as otherwise provided herein, each amendment shall become effective on the date this Group Policy renews in accordance with General Policy Rules (B). For Group Policies issued and delivered in Florida, the amendment must be proposed at least 45 days prior to the Renewal Date. For Group Policies issued and delivered in Georgia, the amendment must be proposed at least 60 days prior to the Renewal Date.
- 5) The Group Policy may be amended, at any time, without the consent of the insured Members or of anyone else with a beneficial interest in it. An amendment can be proposed by either party in writing to the other at least 31 days in advance of when the proposed amendment would take effect. The amendment and effective date must be mutually agreed to by both parties. No change in this Group Policy will be valid unless shown in an endorsement signed by a designated officer of the Company or an amendment signed by the Policyholder and a designated officer of the Company. However, a change in the Group Policy may be made by an amendment which is signed by only a designated officer of the Company if the amendment reflects a change in the Group Policy that has been automatically made to satisfy the requirements of any state or federal law that applies to the Group Policy. Payment of Premium will confirm acceptance of the amendment. An amendment will not affect a claim incurred prior to the effective date of the change.
- 6) Only a duly designated officer of the Company has the authority to: (a) waive any conditions or restrictions of the Group Policy; (b) extend the time in which a Premium may be paid; (c) make or change a contract; (d) bind the Company by a promise or representation or by information given or received. An Agent of the Company is not an officer. No agent has authority to change this Policy or to waive any of its provisions.
- 7) Notices to the Company shall be sent to:

United Concordia Insurance Company
4401 Deer Path Road
Harrisburg, PA 17110

SCHEDULE OF ATTACHED FORMS

This Schedule lists the Schedule of Premium, Certificate of Insurance, including any riders and/or endorsements, Schedule of Exclusions and Limitations, and Schedule of Benefits attached to and made a part of this Group Policy.

Group #	Title of Form	Form Number
843859000, 843859099	Application for Group Dental Insurance	9801L (06/01)
	Certificate Of Insurance	9804-B (07/02)
	Schedule Of Exclusions And Limitations	AZ9809 (07/01)
	Schedule Of Premium	9802 (06/01) SP-1
	Schedule Of Benefits	AZ9806 (07/01)
	Appeals Addendum	AZ UCIC Appeals Packet (08/03)
	State Law Addendum	AZAD 9804A (07/01)

9802L (06/01)
SF-1

ACCEPTANCE OF GROUP POLICY

POLICYHOLDER: CITY OF PEORIA
ADDRESS: 8401 WEST MONROE STREET
PEORIA, AZ 85345
GROUP POLICY No.: 843859000, 843859099

This Group Policy is hereby accepted. This acceptance Application is made in duplicate. One is to be attached to the Group Policy; the other is to be returned to the Company in the enclosed envelope.

It is agreed that this Acceptance Application supersedes any previous Group Policy.

Witness: _____
(to be signed by Agent where required by law)

_____ (Full Corporate Name of Applicant)

Date: _____

Dated at: _____
(City and State)

By: _____
(Signature)

(Please print name)

Title: _____



SECTION 5 – SAMPLE ASO CONTRACT

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT entered into as of the ____ day of _____, _____ by and between _____ (hereinafter referred to as "Company") and United Concordia Companies, Inc. (hereinafter referred to as "Claims Administrator").

WITNESSETH:

WHEREAS, the Company has established a self-insured employee welfare benefit plan ("the Plan") within the meaning of the Employee Retirement Income Security Act of 1974 as amended ("ERISA");

WHEREAS, the Claims Administrator possesses the administrative capacity to assist the Plan in providing its Participants with dental benefits;

WHEREAS, the Company has designated a Plan Administrator to administer the Plan benefits in accordance with the requirements of ERISA;

WHEREAS, the Company and the Plan Administrator have requested the Claims Administrator to furnish claims administration services for the Plan; and

WHEREAS, the Claims Administrator is willing to administer the claims for certain dental benefits for the Plan's Participants.

NOW, THEREFORE, in consideration of the mutual undertakings herein stated, the Company and Claims Administrator, intending to be legally bound hereby, enter into this Agreement for the administration of the claims for certain dental benefits of the Plan.

ARTICLE I - DEFINITIONS

Definitions of words and terms as used in this Agreement:

- A. **Administrative Fee** - the fee payable by Company to Claims Administrator specified in Exhibit A.
- B. **Bank** - Wachovia Corporation or such other institution as agreed to by Company and Claims Administrator.
- C. **Covered Services** - those services for which Plan Benefits are provided under and subject to the terms and conditions of the Plan.
- D. **Participant** - an employee, dependent, retiree or other beneficiary as defined in the Plan, who is duly enrolled by the Claims Administrator in accordance with Article II of this Agreement.

- E. **Participating Provider** - any provider with whom Claims Administrator has a contract or arrangement with respect to payment for services performed for persons enrolled in the Plan.
- F. **Plan** - the employee welfare benefit plan, as defined in ERISA, established by the Company for the purpose of providing certain dental care benefits, as described in the Plan/Summary Plan Description, for its Participants, which is marked as Exhibit B and is incorporated herein by reference.
- G. **Plan Administrator** - The entity or person designated by the Company as the Plan Administrator, as that term is defined in ERISA. The Claims Administrator is not the Plan Administrator.
- H. **Plan Benefits** - all benefits of whatever nature payable to a Participant or a Participating Provider under and subject to the terms and conditions of the Plan.
- I. **Provider** - any duly licensed dental care provider for whose services the Company is obligated to pay under the terms of the Plan.
- J. **Summary Plan Description ("SPD")** - a document, as defined in ERISA, which describes the terms and benefits to be administered by the Claims Administrator marked as Exhibit B and attached hereto and incorporated herein by reference.

ARTICLE II - ENROLLMENT

- A. **Eligibility Information.** Not less than monthly, Company will provide Claims Administrator with current information specifying individuals who are eligible to be Participants. Company will provide Claims Administrator with notice of changes to such information as it occurs, and Claims Administrator will post such changes no later than 10 business days after receipt thereof from Company. Changes involving termination of a Participant for Plan benefits will be effective on a prospective basis only and will be effective at the end of the month in which proper notice is provided to the Claims Administrator by the Company. All information under this Article shall be provided in a mutually acceptable data processing medium and format. The Company is responsible for ensuring the accuracy of information provided to the Claims Administrator and with such frequency as the parties mutually agree.
- B. **Identification Cards.** Claims Administrator shall be responsible for providing standard identification cards to Participants based on information provided to it by Company, pursuant to paragraph A above. Customized identification cards are subject to added fees.
- C. **Enrollment Procedures.** Upon a determination by Company that an individual is eligible to participate in the Plan, Claims Administrator shall enroll the individual in a mutually agreed upon manner. Company will obtain from each Participant any necessary releases and consents as required by law for the disclosure of health information to Claims Administrator for the purposes set forth in this Agreement.

- D. **COBRA Compliance.** The Company and the Plan Administrator shall retain full responsibility for notifying qualified beneficiaries of their termination of coverage and of their rights to continuation coverage, and for administering the exercise of continuation rights, as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272; 29 U.S.C. 1161-1168; 26 U.S.C. 4980B and 42 U.S.C.-300bb-1, (COBRA). Claims Administrator shall have no obligation to ensure that any instructions received by qualified beneficiaries or the Company and the Plan Administrator comply with the requirements of such laws and shall be indemnified by the Company and the Plan Administrator from any and all liability arising from such Company's and Plan Administrator's failure to provide such notices or continuation coverage for qualified beneficiaries.

ARTICLE III - BENEFITS

- A. **Payment Of Benefits.** During the term of this Agreement, Claims Administrator will administer the claims for dental care benefits, subject to all of the terms and conditions set forth in Exhibit B.
1. **Determination and Payment of Benefits -** Claims Administrator will compute and verify Plan Benefit amounts and prepare and provide to Participants and Participating Providers, when applicable, statements reflecting the amount of Plan Benefits payable and the reasons why a claim has been denied in whole or in part. Claims Administrator will draw drafts and checks or initiate electronic funds transfers in payment of Plan Benefits.
 2. **Services of Claims Administrator's Participating Providers -** If covered services are performed by a Participating Provider, Claims Administrator will make payment directly to the Provider. Participating Providers have agreed to accept the Claims Administrator payment as payment in full for covered services performed for Participants, except where certain maximums, copayments, co-insurance or deductibles are specified in Exhibit B and which are the responsibility of the participant.
 3. **Services of Non-Participating Providers -** If covered services are performed by a Provider who is not a Participating Provider, Claims Administrator will make payment at the rate specified in Exhibit B. Any difference between the Provider's charge and the Claims Administrator's payment shall be the personal responsibility of the Participant. Payment will be made to the Participant or, if permitted by the Plan and if a valid assignment of the claim is in place, to the Non-Participating Provider.
 4. **Overpayment of Plan Benefits -** The parties will cooperate fully to make every reasonable effort under the circumstances, considering the chances of successful recovery and the costs thereof, to recover any payment made to a Participant or Provider which is in excess of the amount which the person was entitled to receive under the terms as listed in Exhibit B.

Company assigns to Claims Administrator the authority to pursue recovery of overpayments and Claims Administrator will pursue all reasonable means of recovery of overpayments under the circumstances but will not be obligated to commence litigation, unless otherwise specifically agreed by the parties. Claims Administrator will assume liability for an unrecovered overpayment only if and at such time as it is determined that: (a) the overpayment was caused by Claims Administrator's act or omission which was intentional, grossly negligent, fraudulent or criminal; (b) all reasonable means of recovery under the circumstances have been exhausted; and (c) Claims Administrator's acts or omissions were not undertaken at the express direction of Company.

5. Banking - Plan Benefits shall be made by check drawn by Claims Administrator payable through the Bank. The Company, by execution of this Agreement, expressly authorizes Claims Administrator to issue and accept such checks on behalf of the Company for the purpose of payment of Plan Benefits. Company agrees to provide funds in accordance with Exhibit A through its designated bank sufficient to satisfy all Plan Benefits upon notice from Claims Administrator or the Bank of the amount of checks approved and recorded by Claims Administrator. Company agrees to execute such documents as may be required by Claims Administrator or Bank from time to time to effectuate this provision.

- B. **Amendments To Plan.** The Company may amend the Plan to change the dental benefits provided to its Participants, or the eligibility of its beneficiaries to participate, at any time during the term or any extension of this Agreement. Upon written confirmation from the Company and the Plan Administrator that the Plan has been duly amended, the Claims Administrator shall administer claims to conform to the amendments to the Plan. The Company and the Plan Administrator assume all responsibility for communication of Plan amendments to the Participants or for other notices to Participants as required by ERISA or any other applicable law. Claims Administrator reserves the right to terminate this Agreement upon thirty (30) days written notice if the amendments to the Plan constitute a material change in benefits available to Participants under the Plan.

If any amendment increases or decreases the Company's anticipated claims expense or the Claims Administrator's administrative costs, the parties shall, prior to the administration of the amendments to the Plan, agree to revise financial terms. If the parties fail to reach an agreement within thirty (30) days of commencement of negotiations, either party may terminate this Agreement by the giving of sixty (60) days prior written notice to the other party.

To the extent changes in dental benefits necessitate modification or revision of Exhibit B or any booklet which constitutes a part thereof, the Company shall provide reasonable advance written notice of such amendment to the Claims Administrator.

- C. **Interpretation Of Plan.** The Company and the Plan Administrator delegate to the Claims Administrator the authority, responsibility and discretion to interpret and construe the provisions of the Plan, as necessary to:

1. administer all services specified in this Agreement;
2. determine the extent of the benefits to which any Participant is entitled under the Plan;

3. make a full and fair review of each claim denial appealed by Participants in accordance with the requirements of ERISA.

Any function not specifically delegated to or assumed by the Claims Administrator pursuant to this Agreement shall remain the sole responsibility of the Company and the Plan Administrator.

- D. **Nature of Services Provided.** Claims Administrator provides administrative claims payment services only under this Agreement and does not assume any financial risk or obligation with respect to claims. This Agreement shall not be deemed a contract of insurance or prepaid dental care under the laws and regulations of any jurisdiction where Claims Administrator may be called upon to act in fulfilling its obligations under this Agreement.

ARTICLE IV - SERVICES PROVIDED BY CLAIMS ADMINISTRATOR

- A. **Advisory Services.** Claims Administrator shall consult with Company and Plan Administrator when requested to do so regarding:
 1. Plan design and revisions, including questions regarding eligibility for participation and effective dates and cessation of coverage.
 2. Plan administration including questions regarding taxes and Covered Services.
 3. The SPD and other material intended for distribution to Participants. Claims Administrator will make available on request a specimen form of SPD. However, Company and Plan Administrator acknowledge and agree that provision of a specimen form of SPD and consultation regarding the SPD is not intended to impose on Claims Administrator any obligation under ERISA with respect to the SPD. Claims Administrator has no obligation to print or distribute the SPD.
- B. **Estimates of Costs and Liabilities.**
 1. Estimates of Plan Benefit Costs and Fees - Claims Administrator will provide Company with an annual estimate, for budget purposes, of Plan Benefit costs and Claims Administrator's Service Fee and other charges for Subsequent Contract Periods.
 2. Estimates of Costs of Proposed Plan Changes - Claims Administrator will provide Company with estimated Plan Benefit cost calculations for proposed changes in the Plan.
 3. Estimates of Open and Unreported Claim Liability - Claims Administrator will provide Company with estimates of open and unreported Claim liability following the close of each Contract Period.

- C. **Standard Administrative Forms.** Claims Administrator will provide Company and Plan Administrator with standard forms which may be used for administration of the Plan, including those necessary to process enrollments in the plan, designations of dependents, etc. Company will not use non-standard administrative forms without receiving Claims Administrator's written approval.
- D. **Standard Administrative Manuals.** Claims Administrator will prepare, update and provide Company and/or Plan Administrator with Claims Administrator's standard administration manual to assist in Plan administration.
- E. **Establishing Banking Arrangements.** Claims Administrator will assist Company in establishing banking arrangements for the reimbursement of Plan Benefits and payment of Administrative Fees.
- F. **Directories.** Claims Administrator will provide Company and Plan Administrator with a sample of Participating Provider Directories. The Plan Administrator is responsible for supplying provider directories to plan participants.
- G. **Report Services.** Claims Administrator will furnish Company and/or Plan Administrator management reports in accordance with Exhibit C, provided that the content of such reports may be modified or restricted to maintain compliance with Claims Administrator's Privacy Practices and Procedures and applicable privacy law. It is understood and agreed that the Group shall request and utilize such data for the limited purpose of satisfying "Plan Administrative Function" (as that term is defined in 45 C.F.R. § 164.504) which the Company may have with regard to the Plan.
- H. **Additional Services.** No additional services are provided by the Claims Administrator other than those expressly agreed herein.

ARTICLE V - CLAIM EXPENSE AND OTHER CHARGES

The Company shall pay the Claims Administrator as specified in Exhibit A for all claims paid on behalf of the Plan's Participants plus the additional amounts set forth therein. The financial arrangement set forth in Exhibit A may be modified from time to time during the initial term or any extension of this Agreement as mutually agreed upon in writing by the parties.

Plan Benefits are entirely funded by the Company. Claims Administrator provides administrative and claims payment services only. Notwithstanding the termination of this Agreement, and regardless of the reason for termination, Company shall be liable to Claims Administrator for the cost of any Plan Benefit paid by Claims Administrator pursuant to this Agreement.

ARTICLE VI - AUDIT

Company may audit Claims Administrator's administration of Plan benefits hereunder, subject to the following conditions:

- A. **Procedure.** In case of any audit under this Audit provision, Company will give Claims Administrator notice in writing of its desire to conduct an audit. Company and Claims Administrator will agree on the scope of any audit request. The Company shall not request more than one audit per calendar year. Audits shall be conducted only for a period no greater than the two most recently completed contract years. Audits shall be conducted during normal working business hours at the offices of the Claims Administrator by an auditor mutually acceptable to the Claims Administrator and the Company which approval shall not be unreasonably withheld by either party.

Claims Administrator shall provide appropriate records and documents for Company to evaluate the administration of the benefits. Company will discuss with Claims Administrator the operational details of the audit. Audits shall not be conducted for the same scope and time frame or portion of time of a previously conducted audit unless the Company is required by a governmental agency with which it has a contractual arrangement to audit a period or periods for which a final audit has been performed or in cases of fraud or suspected fraud or unless the audit identifies a systematic discrepancy in which event an audit or re-audit may be conducted of a period no greater than the four most recently completed contract years (including the current audit period) solely for the purpose of examining such systematic discrepancies.

- B. **Confidential Information.** Prior to the commencement of any audit, Company and its outside auditor, if any, will execute a written agreement reasonably satisfactory to Claims Administrator to protect the confidentiality of patient specific dental care information and Claims Administrator's proprietary or confidential information, provided that Claims Administrator will in no event be required to disclose any information in violation of applicable law.

C. **Types of Audits.**

1. **Financial Audits.** Subject to the requirements of Paragraph A and B of this Audit provision and all applicable laws, regulations and Claims Administrator's policies, Financial Audits shall be limited to an examination of Claims

Administrator's records of provider charges and reimbursements for Plan benefits administered under this Agreement. Company shall reimburse Claims Administrator for the actual cost of any computer time expended as a result of any financial audit request. Further, if any financial audit request requires more than 40 hours of personnel of Claims Administrator, the Company shall reimburse the Claims Administrator for personnel time in excess of such hours at the rate of \$100 per hour.

2. **Claims Audit:**
- (a) Subject to the requirements of Sections A and B of this Audit provision and all applicable laws, regulations and Claims Administrator's policies, the Company shall have the right under this Agreement to conduct an audit of the claims for the benefits paid under the Plan. The audit shall be coordinated with the Claims Administrator and the scope of an audit shall be limited to reviews of claims documentation, membership data and benefit summaries.

Audit sampling methodology shall be mutually agreed to by the parties and must be based on the universe of claims under review. A preliminary draft of the audit report shall be submitted to the Claims Administrator fifteen days prior to issuance of the final report.

- (b) On an annual basis, Company will be provided with 40 hours of audit support. Company shall reimburse Claims Administrator for any additional hours of audit support at a rate of \$100 an hour.
- (c) The provisions of this Audit section shall survive termination of this Agreement.
- (d) Audit reports prepared by Company or its representatives shall be reviewed by the Claims Administrator prior to issuance.

ARTICLE VII - LITIGATION

If litigation or arbitration proceedings are commenced by a Participant or Provider against Claims Administrator or Company, or both parties, in connection with payment of claims for Plan benefits ("Claims Litigation"), unless otherwise agreed by the parties:

- A. In actions asserted only against Claims Administrator:
 - 1. Claims Administrator will provide written notice to Company as soon as practicable and will, at Company's written request, provide Company with information with respect to the ongoing status of the Claims Litigation; and
 - 2. Claims Administrator will select and retain counsel.
- B. In actions asserted against Claims Administrator and Company, unless a material conflict of interest arises between the parties, the parties will agree on a defense strategy for the action and Claims Administrator will select counsel reasonably satisfactory to Company to represent both parties.
- C. In actions asserted against Claims Administrator and Company where a material conflict of interest exists between the parties, each party will select and retain its own counsel.
- D. In all litigation under this Article VII, Company shall reimburse Claims Administrator for all such legal fees, costs and disbursements, judgments or settlements unless such claims litigation was caused by acts or intentional misconduct or gross negligence by Claims Administrator in the performance or services under this Agreement.
- E. In all Claims Litigation the parties will provide each other with reasonable cooperation necessary in the defense of Claims Litigation;
- F. Company shall be liable for the full amount of any Plan Benefits paid as a result of Claims Litigation. In no event will Claims Administrator be liable for any amount of Plan benefits paid as a result of Claims Litigation.

ARTICLE VIII – PRIVACY AND CONFIDENTIALITY

- A. **Confidential Information.** Claims Administrator, Company, and Plan Administrator acknowledge that in discharging their obligations under this Agreement they may disclose or make available to each other confidential information. Claims Administrator, Company and Plan Administrator agree to protect and preserve the confidential, proprietary and trade secret nature of each other's confidential information and further agree not to disclose the other's confidential information to any other person, firm or entity without obtaining the other's prior written consent unless otherwise provided by law.
- B. **Use of Individually Identifiable Health Information.** The use and disclosure of personally identifiable health information related to Participants ("Protected Information") is subject to various privacy laws, including state laws governing the privacy of personal financial and health information, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations adopted thereunder by the Department of Health and Human Services (45 CFR Parts 160, 162, 164 and proposed Part 142). The parties will treat all such information in accordance with those laws, and will use or disclose Protected Information received from the other only for the purposes stated in this Agreement, or to comply with judicial process or any applicable statute or regulation.
- C. **Business Associate Addendum.** The parties acknowledge and agree that on and after the final compliance date for the "Privacy Rule" established pursuant to regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (45 C.F.R. Parts 160 and 164), Claims Administrator shall be a "Business Associate" of the Plan (as that term is defined in 45 C.F.R. § 160.501). Accordingly, Company shall, for and on behalf of the Plan, agree to the attached "Business Associate Addendum" coincident with its execution of this Agreement. The parties further agree that this Agreement along with the Business Associate Addendum shall thereafter govern Claims Administrator's obligations regarding the use and disclosure of Protected Information when performing its functions under this Agreement.

ARTICLE IX - TERMINATION AND RENEWAL

- A. This Agreement shall continue until 12:00 midnight on the termination date specified in Exhibit A, at which time, unless changed or terminated as provided herein, it shall automatically renew for a further period of twelve (12) consecutive months and thereafter from year to year. Such initial period and each successive renewal period is hereinafter called a "Contract Period".
- B. Upon at least sixty (60) days written notice to the other party prior to the end of any Contract Period, the Company or the Claims Administrator may request a change in the financial terms of this Agreement. If the parties are unable to agree upon such requested change within sixty (60) days of the initial notice, this Agreement will automatically terminate at the end of the Contract Period in which the request for change is made, unless the parties agree in writing to an extension thereof.

- C. The Company or the Claims Administrator may terminate this Agreement at the end of any Contract Period by the giving of no less than thirty (30) days written notice to the other party prior to the end of such Contract Period.
- D. If the amount due is not received by the end of five (5) business days from a payment due date, this Agreement may be terminated without written notification to the Company. In the event of automatic termination of this Agreement under this paragraph, the Claims Administrator, at its option, may reinstate this Agreement or enter into a new Agreement with the Company. Unless otherwise agreed, this reinstatement or new Agreement shall be on a month-to-month basis.

ARTICLE X - MISCELLANEOUS

- A. **Amendments to Comply with Law.** Notwithstanding any provision contained herein to the contrary, the Company or the Claims Administrator shall have the right, for the purpose of complying with the provisions of any law or lawful order of a court or regulatory authority, to amend this Agreement, including any Exhibits hereto, or to increase, reduce or eliminate any of the benefits provided for in this Agreement for any one or more Participants who shall be enrolled under this Agreement, and each party will agree to any amendment of this Agreement which is necessary in order to accomplish such purposes. The Company also agrees to pay any change in claims expense and administrative expense that results from such amendment. If the parties cannot agree to any such change or amendment, notwithstanding any provision of this Agreement to the contrary, the Company or the Claims Administrator may terminate this Agreement as of the end of the month by the giving of sixty (60) days written notice prior thereto.
- B. **Other Amendments.** This Agreement shall be subject to amendment or modification by mutual written agreement between the Claims Administrator and Company. This Agreement supersedes all prior written or oral agreements or understandings between the parties.
- C. **Notices.** Unless otherwise provided herein, all notices required or permitted to be sent in accordance with this Agreement may be either personally delivered, or sent by regular U.S. mail or nationally recognized overnight courier service, to the following addresses:

To the Company at:

Attention: _____

To Claims Administrator at:

United Concordia Companies, Inc.
4401 Deer Path Road
Harrisburg, PA 17110

Attention: President

The parties may change the address listed herein by sending notice of such change in writing to the other party in accordance with the method outlined in this Article.

- D. **Choice of Law.** Except as otherwise governed by ERISA, this Agreement is entered into pursuant to the laws of the state of {Group Sold State} and shall be interpreted pursuant to such law.
- E. **Severability.** In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable to the fullest extent permitted by law, and such unenforceability or invalidity shall not otherwise affect any other section or provision of this Agreement and this Agreement shall otherwise remain in full force and effect.
- F. **Assignment.** Services to be provided by Claims Administrator under this Agreement may be performed in whole or in part by Claims Administrator, by any of its affiliates, or by any subcontractor selected by it or by such affiliates. Except as set forth in the preceding sentence, neither party may assign or delegate any of the rights and obligations hereunder to any third party without the prior written consent of an officer of the other party.
- G. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- H. **Independent Contractors.** In fulfilling its obligations in connection with this Agreement and the Plan, Claims Administrator acts in the capacity of independent contractor as to Company and Plan Administrator.

- I. **Headings.** Headings in this Agreement have been inserted for convenience and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Agreement to be executed the day and the year first above written.

[COMPANY]

By: _____

Title: _____

UNITED CONCORDIA COMPANIES, INC.

By: _____

Title: _____

EXHIBIT A

Group: _____

Group No: _____

- A. Effective Date: _____
- B. Termination Date: _____
- C. Remittance Period: [daily][weekly][monthly]
- D. Payment Procedure:
1. On or before the effective date of this Agreement, the Company will make an advance deposit in an amount equal to: \$_____.
 2. The deposit will be adjusted periodically if the number of Participants enrolled hereunder or the average daily claims expense varies by plus or minus 10% or more. The Company shall pay the amount of such additional advance deposit within five (5) business days of notice by the Claims Administrator.
 3. Claims Administrator's Administrative Fee shall be an amount equal to \$_____ per employee per month. Claims Administrator (or the designated agent of Claims Administrator) will bill Company for the Administrative Fee every month.
 4. Claims Administrator (or the designated agent of Claims Administrator) will notify the Company by the last business day of each Remittance Period of the amount due under this Agreement to fund Plan Benefits. The Company will [wire transfer] [make] the payment within two (2) business days of notice from the Claims Administrator. This Agreement will be terminated in accordance with Article IX of this Agreement if the Company fails to make timely payment. Claims Administrator shall have no obligation to pay any claims, regardless of the date of service, after termination.
 5. A late fee of one and one half percent (1 1/2%) per month will be charged on any unpaid balance.
 6. Claims Administrator reserves the right to recalculate the Administrative Fee listed above if any of the following occurs during such period:
 - (a). Change in Employee Count - 10% or greater aggregated change per contract period, positive or negative, in the number of employees from those assumed in Claims Administrator's quotation or renewal quotation.
 - (b). Change in Plan. A material change in the Plan initiated by Company or in response to new legislation.
 - (c). Change in Claim Administration. A material change in claim payment requirements or procedures, account structure, or any other change materially affecting the manner or cost of paying benefits.

E. Taxes.

In the event any state or any political subdivision thereof presently or hereafter imposes any tax payable by the Claims Administrator with respect to the services provided hereunder or with respect to the gross receipts derived hereunder, any amounts payable by the Company to the Claims Administrator shall be increased sufficiently to cover any such tax imposed with respect to the services or gross receipts involved.

F. Settlement Upon Termination of Agreement.

Upon termination of this Agreement for any reason other than non-payment by Company of any Plan Benefits or Administrative Fees, and provided that Company has paid an advance deposit to Claims Administrator, Claims Administrator will administer claims incurred by Participants prior to termination for sixty (60) days (the "Run Out Period"). Claims Administrator shall bill Company, and Company shall pay Claims Administrator, for Plan Benefits and Administrative Fees in accordance with the Agreement and this Exhibit A as if the Agreement were still in effect. If Company fails to make timely payment to Claims Administrator, Claims Administrator may apply the advance deposit to amounts owed and may, in its sole discretion, terminate the Run Out Period immediately upon notice to Company. If the advance deposit is not sufficient to cover all amounts due, Company shall make payment within five (5) business days of notice from Claims Administrator. If Company has paid all amounts due Claims Administrator for Plan Benefits and Administrative Fees, Claims Administrator shall return the advance deposit to Company within ten (10) days after the end of the Run Out Period.

G. Issued But Not Paid Checks.

No later than thirty (30) days after termination of this Agreement or the end of the Run Out Period, whichever is later, Claims Administrator shall present an accounting to Company of checks issued by Claims Administrator but not yet paid by the Bank. Claims Administrator will apply any available claims funding or advance deposit against the amount indicated in the accounting. If there is a deficiency after application of claims funding or advance deposit, Company shall pay Claims Administrator such deficiency within ten (10) days.

EXHIBIT B

[Plan/Summary Plan Description]

EXHIBIT C
REPORT SERVICES

A. Standard Reports:

Claims Administrator will furnish to Company and/or Plan Administrator the following management reports at no additional charge:

<u>Report</u>	<u>Frequency</u>
COMBINATION BANK STATEMENT	MONTHLY
FUNDING NOTIFICATION	DAILY, WEEKLY OR MONTHLY DEPENDING ON REMITTANCE PERIOD
SUMMARIES OF AMOUNT OF DRAFTS, CHECKS OR EFT'S DRAWN, VOIDED, REFUNDED AND PAID	DAILY, WEEKLY OR MONTHLY DEPENDING ON REMITTANCE PERIOD
ESCHEATMENT REPORT	ANNUALLY, IF NECESSARY
CLAIMS UTILIZATION REPORT	ANNUALLY

B. Other Reports:

Reports other than those listed in this Exhibit C requested by Company or Plan Administrator will be produced upon agreement with Claim Administrator and for additional fees billed and payable in addition to the Administrative Fee.

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is by and between United Concordia Companies, Inc. ("Claims Administrator") and the group customer identified below ("Plan Sponsor"), acting on its own behalf and on behalf of its group health plan(s) ("GHP").

RECITALS:

WHEREAS, GHP is a "Group Health Plan" as defined in Section 160.103 of the regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Parts 160 and 164 (the "Privacy Rule").

WHEREAS, Claims Administrator provides services related to the administration of GHP under the terms of an administrative services agreement by and between Claims Administrator and Plan Sponsor ("Administrative Services Agreement").

WHEREAS, Plan Sponsor and Claims Administrator desire to amend the Administrative Services Agreement in order to comply with the requirements of 45 C.F.R. §§ 164.502(e) and 164.504(e).

NOW THEREFORE, in consideration of the mutual understandings set forth below, and intending to be legally bound, Plan Sponsor and Claims Administrator hereby agree to amend the Administrative Services Agreement by incorporating the following terms and conditions.

PART I. - CLAIMS ADMINISTRATOR'S OBLIGATIONS

- A. Permitted Uses and Disclosures. Claims Administrator is permitted or required to Use or Disclose Protected Health Information it creates for, or receives from, Plan Sponsor or GHP only as follows:
1. Functions and Activities on Behalf of GHP. Claims Administrator is permitted to Use, Disclose, create or receive Protected Health Information in furtherance of its duties and responsibilities under the Administrative Services Agreement and this Addendum.
 2. Data Aggregation Services. Claims Administrator may perform Data Aggregation services as defined in the Privacy Rule, subject to any limitations imposed by the Administrative Services Agreement and the Privacy Rule.
 3. Uses for Claims Administrator's Operations. Claims Administrator is permitted to Use Protected Health Information: (a) as necessary for Claims Administrator's proper management and administration; and, (b) to carry out Claims Administrator's legal responsibilities.
 4. Disclosures for Claims Administrator's Operations. Claims Administrator may Disclose Protected Health Information for Claims Administrator's proper management and administration or to carry out Claims Administrator's legal responsibilities, but only if the following conditions are met: (a) the Disclosure is Required by Law; or (b) Claims Administrator obtains reasonable assurances, from any person or organization to which Claims Administrator will disclose such Protected Health Information that the person or organization will: (i) hold such Protected Health Information in confidence and Use or further Disclose it only for the purpose for which Claims Administrator Disclosed it to the person or organization or as Required by Law; and, (ii) notify Claims Administrator (who will in turn notify GHP) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

5. Other Uses and Disclosures. Claims Administrator may make any Use and/or Disclosure of Protected Health Information permitted under 45 C.F.R. §§ 164.506(c), 164.508 and 164.510, as well as under Claims Administrator's Notice of Privacy Practices ("NPP").
 6. De-Identification of Protected Health Information. Claims Administrator may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. §164.514(b).
- B. Minimum Necessary. Claims Administrator will apply policies and procedures intended to assure that it will Use, Disclose, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose as required under 45 C.F.R. §§ 164.502(b) and 164.514(d).
 - C. Disclosure to Claims Administrator's Subcontractors and Agents. Claims Administrator shall require any of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as Claims Administrator with respect to Protected Health Information of GHP.
 - D. Disclosure Pursuant to Audits. No provision of this Addendum is intended in any way to limit or expand the party's rights or obligations with respect to audits as set forth in the Administrative Services Agreement.
 - E. Reporting of Improper Use or Disclosure. Claims Administrator will promptly report to GHP any Use or Disclosure of Protected Health Information not permitted by this Addendum or in violation of the Privacy Rule when Claims Administrator learns of such non-permitted Use or Disclosure.
 - F. Compliance with Standard Transactions. If Claims Administrator conducts on behalf of GHP communications on and after October 16, 2003 that are required to meet the Standards for Electronic Transactions as set forth in 45 C.F.R. Part 162 ("Standard Transactions"), Claims Administrator will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162.
 - G. Information Safeguards. Claims Administrator will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity, confidentiality and availability of Protected Health Information ("PHI"), and to prevent non-permitted Use or Disclosure of PHI. When so required:
 1. Such safeguards shall be consistent with applicable requirements of 45 C.F.R. Part 164, Subpart C, pertaining to the security of Electronic Protected Health Information ("E PHI");
 2. Claims Administrator will ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it; and

3. Claims Administrator will report any security incident of which it becomes aware to GHP. For purposes of this amendment a reportable security incident shall be any security incident (as defined in 45 C.F.R. § 164.304) that Claims Administrator reasonably determines to be a threat or hazard to the security or integrity of GHP's EPHI.

H. Administration of Individual Rights

1. Access. Upon GHP's written request, or the direct request of an individual, Claims Administrator will provide access to Protected Health Information about an Individual in Claims Administrator's custody or control contained in a Designated Record Set, so that GHP may meet its access obligations under 45 C.F.R. § 164.524. Such access shall be provided in a time and manner consistent with Business Associate's procedures for access, which Business Associate hereby represents comply with the requirements of 45 C.F.R. § 164.524. All fees related to this access shall be borne by the Individual, as determined by Claims Administrator in accordance with 45 C.F.R. § 164.524.
2. Amendment. Upon GHP's written request, or the direct request of an Individual, Claims Administrator will, on behalf of GHP, amend Protected Health Information as required by 45 C.F.R. § 164.526 on GHP's behalf. Claims Administrator will amend such Protected Health Information according to its own procedures for such amendment, which procedures Claims Administrator represents comply with applicable requirements of 45 C.F.R. § 164.526.
3. Disclosure Accounting. Claims Administrator agrees to record each disclosure, not excepted from Disclosure accounting under 45 C.F.R. § 164.528(a)(1) in accordance with the requirements of 45 C.F.R. § 164.528(b). Upon GHP's written request or the direct request of an Individual, Claims Administrator will, on behalf of GHP, provide a Disclosure accounting in accordance with its own procedures for Disclosure accounting, which Claims Administrator represents comply with 45 C.F.R. § 164.528.
4. Request for Restrictions and Confidential Communications. To the extent that communications are within the control of Claims Administrator, Claims Administrator will, on behalf of GHP, evaluate and determine whether to grant requests for restrictions and confidential communications in connection with the Use or Disclosure of Protected Health Information within the custody and control of Claims Administrator pursuant to 45 C.F.R. § 164.522. Claims Administrator will evaluate and determine whether to grant such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as required by its own procedures. Claims Administrator represents that its procedures for evaluation and determination regarding such requests comply with the requirements of 45 C.F.R. § 164.522.
- i. Inspection of Books and Records. Claims Administrator will make its internal practices, books, and records relating to its Use and Disclosure of Protected Health Information available to the U.S. Department of Health and Human Services in a time and manner designated by that agency for the purpose of determining GHP's compliance with the Privacy Rule.

PART II – PRIVACY NOTICES

- A. Claims Administrator's Notice of Privacy Practice. Claims Administrator will not distribute its NPP to individuals enrolled in the GHP unless directed by the GHP. If directed by GHP, Claims Administrator will distribute its NPP to each individual enrolled in the GHP on the effective date of this agreement and, thereafter, to each new enrolled individual at time of enrollment, and to all enrolled individuals within 60 days of any material revision to the NPP to all individuals then enrolled. Distribution of the Claims Administrator's NPP will be limited to one NPP per household. Claims Administrator represents that its policies and procedures regarding the distribution of the NPP comply with 45 C.F.R. § 164.520(c). The practices and procedures set forth in Claims Administrator's NPP will apply to all Protected Health Information within the custody and control of Claims Administrator.
- B. GHP's Notice of Privacy Practices. GHP shall be responsible for the preparation and distribution of its NPP as required by the Privacy Rule. If requested, Claims Administrator shall provide GHP with its NPP that GHP may use as the basis for its own NPP.

PART III – PLAN SPONSOR'S PLAN ADMINISTRATION FUNCTIONS

- A. Communication of Protected Health Information. Except as specifically agreed upon by Claims Administrator and Plan Sponsor in compliance with the Privacy Rule, all Disclosures of Protected Health Information by Claims Administrator pursuant to this Addendum shall be made to GHP, except for disclosures related to enrollment or disenrollment in GHP.
- B. Summary Health Information. Upon Plan Sponsor's written request for the purpose either (i) to obtain premium bids for providing health insurance coverage under GHP, or (ii) to modify, amend, or terminate GHP, Claims Administrator is authorized to provide Summary Health Information regarding Individuals enrolled in GHP to Plan Sponsor.
- C. Disclosure to Plan Sponsor. GHP will not disclose any Protected Health Information to the Plan Sponsor unless GHP has first ensured: (i) that its Plan Document has been amended as required by 45 C.F.R. § 164.504(f)(2), and (ii) that the Plan Sponsor has delivered the certification required by 45 C.F.R. § 164.504(f)(2)(ii). If GHP should require Claims Administrator to disclose Protected Health Information directly to the Plan Sponsor, GHP shall authorize such disclosure by written instruction, accompanied by the Plan Sponsor's certification required by 45 C.F.R. § 164.504(f)(2)(ii). Claims Administrator may rely on Plan Sponsor's certification and GHP's written instruction, and will have no obligation to verify that the Plan Documents have been amended to comply with 45 C.F.R. § 164.504(f)(2) or that Plan Sponsor is complying with such amendments.

PART IV - TERM, TERMINATION AND AMENDMENT

- A. Term. The term of this Addendum shall be co-extensive with the term of the Administrative Services Agreement.
- B. Termination for Breach. GHP shall have the right to terminate the Administrative Services Agreement if Claims Administrator, by pattern or practice, materially breaches any provision of this Addendum. Before terminating under this section, GHP shall provide Claims Administrator with an opportunity to cure any identified breach. If efforts to cure are unsuccessful, as determined by GHP, in its reasonable discretion, Plan Sponsor shall terminate the Administrative Services Agreement and this Addendum, as soon as administratively feasible.

- C. Effect of Termination: Return or Destruction of Protected Health Information. Upon cancellation, termination, expiration or other conclusion of the Administrative Services Agreement ("Termination"), Claims Administrator will, if feasible and lawful, return to GHP or destroy all Protected Health Information, in whatever form or medium, then held by Claims Administrator. Claims Administrator will complete such return or destruction as promptly as practical after the effective date of the Termination.
- D. Effect of Termination: Return or Destruction of Protected Health Information Not Feasible. GHP acknowledges that certain information may not feasibly be returned or destroyed, including, but not limited to, de-identified data, data used for Data Aggregation purposes, and data subject to regulatory data retention requirements. Accordingly, upon Termination, Claims Administrator will identify to GHP any Protected Health Information that cannot feasibly or lawfully be returned to GHP or destroyed. After Termination, Claims Administrator will continue to protect such information as required by this Addendum and limit its further Use or Disclosure of such information to those purposes that make its return or destruction infeasible.
- E. Continuing Privacy Obligation. Claims Administrator's obligation to protect the privacy of Protected Health Information that cannot feasibly or lawfully be returned or destroyed will survive Termination for as long as Claims Administrator retains any Protected Health Information governed by this Addendum.
- F. Agreement to Amend. The parties acknowledge that federal rules relating to HIPAA are evolving ("New HIPAA Rules") and, thus, may require amendment to this Addendum to ensure continuing compliance. The parties agree to amend this Addendum to add terms, conditions or assurances required by any New HIPAA Rule. Should the parties fail to adopt amendments by the effective date of any New HIPAA Rule, this Addendum will be deemed to be automatically amended on such effective date to require both parties to comply with the requirements of such New HIPAA Rule.

PART V – GENERAL PROVISIONS

- A. Conflict. The provisions of this Addendum will override and control any conflicting provision of the Administrative Services Agreement. All non-conflicting provisions of the Administrative Services Agreement will remain in full force and effect.
- B. Definitions and Interpretation. Capitalized terms used in this Addendum, unless otherwise defined herein, have the meanings ascribed to them under the Privacy Rule. For purposes of this Addendum, the term "Individual" shall include an Individual's personal representative. In the event of ambiguity, this Addendum shall be interpreted so as to make all activities conducted hereunder compliant with the Privacy Rule and any applicable state law or regulation governing the privacy of Individuals' health information.
- C. Indemnification. Each party will indemnify and hold harmless the other party against any and all claims, liabilities, penalties or costs (including reasonable attorneys fees, expert witness fees and other costs of defense) instituted or imposed by an Individual or regulator, arising from any violation of this Addendum or wrongful Use or Disclosure of Protected Health Information governed by this Addendum. A party seeking indemnification will promptly notify the other party of any claim or proceeding for which indemnification is claimed. Neither party will compromise or settle any claim for which indemnification is claimed without the concurrence of the Party from which indemnification is claimed, which concurrence will not be unreasonably withheld. The foregoing indemnification shall survive termination of this Addendum.
- C. Documentation. All documentation that is required by this Addendum or by the Privacy Rule will be retained by Claims Administrator for six (6) years from the date of creation or when it was last in effect, or for such longer period as may be required by any applicable law.

IN WITNESS WHEREOF, Plan Sponsor, for and on behalf of GHP, and Claims Administrator execute this Addendum in multiple originals to be effective on _____.

PLAN SPONSOR

Corporate Name

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ADDRESS: _____

FAX: _____

CLAIMS ADMINISTRATOR

United Concordia Companies, Inc.

BY: _____

NAME: Thomas A. Dzuryachko

TITLE: President & CEO

DATE: _____

ADDRESS: 4401 Deer Path Road

Harrisburg, Pa. 17110

FAX: _____



SECTION 5 - CLAIMS AND APPEALS PROCEDURES

Appeals Procedure Addendum

United Concordia Insurance Company

This Addendum is effective on the Effective Date as stated in the Certificate of Coverage "Certificate" and attached to and made part of the Certificate.

Health Care Insurer Appeals Process Information Packet

CAREFULLY READ THE INFORMATION IN THIS PACKET AND KEEP IT FOR FUTURE REFERENCE. IT HAS IMPORTANT INFORMATION ABOUT HOW TO APPEAL DECISIONS WE MAKE ABOUT YOUR HEALTH CARE.

Getting Information About the Health Care Appeals Process Help in Filing an Appeal: Standardized Forms and Consumer Assistance From the Department of Insurance

We must send you a copy of this information packet when you first receive your policy, and within 5 business days after we receive your request for an appeal. When your insurance coverage is renewed, we must also send you a separate statement to remind you that you can request another copy of this packet. We will also send a copy of this packet to you or your treating provider at any time upon request. Just call our Customer Service Unit number at 1-800-332-0366 to ask.

At the back of this packet, you will find forms you can use for your appeal. The Arizona Insurance Department ("the Department") developed these forms to help people who want to file a health care appeal. You are not required to use them. We cannot reject your appeal if you do not use them. If you need help in filing an appeal, or you have questions about the appeals process, you may call the Department's Consumer Assistance Office at (602) 364-2499 or 1-(800) 325-2548 or call the Customer Service Unit at 1-800-332-0366.

How to Know When You Can Appeal

When we do not authorize or approve a service or pay for a claim, we must notify you of your right to appeal that decision. Your notice may come directly from us, or through your treating provider.

Decisions You Can Appeal

You can appeal the following decisions:

1. We do not approve a service that you or your treating provider has requested.
2. We do not pay for a service that you have already received.
3. We do not authorize a service or pay for a claim because we say that it is not "dentally necessary."
4. We do not authorize a service or pay for a claim because we say that it is not covered under your insurance policy, and you believe it is covered.
5. We do not notify you, within 10 business days of receiving your request, whether or not we will authorize a requested service.
6. We do not authorize a referral to a specialist.

Decisions You Cannot Appeal

You cannot appeal the following decisions:

1. You disagree with our decision as to the Maximum Allowable Charge amount.
2. You disagree with how we are coordinating benefits when you have health insurance with more than one insurer.
3. You disagree with how we have applied your claims or services to your plan deductible.
4. You disagree with the amount of coinsurance or co-payments that you paid.
5. You disagree with our decision to issue or not issue a policy to you.
6. You are dissatisfied with any rate increases you may receive under your insurance policy.
7. You believe we have violated any other parts of the Arizona Insurance Code.

If you disagree with a decision that is not appealable according to this list, you may still file a complaint with the Arizona Department of Insurance, Consumer Affairs Division, 2910 N. 444 Second Floor, Phoenix, AZ 85018.

Who Can File An Appeal?

Either you or your treating provider can file an appeal on your behalf. At the end of this packet is a form that you may use for filing your appeal. You are not required to use this form, and can send us a letter with the same information. If you decide to appeal our decision to authorization for a service, you should tell your treating provider so the provider can help you with the information you need to present your case.

Description of the Appeals Process

The standard appeals process has three levels; informal, formal, and external

Standard Appeals

- Level 1 Internal Informal Reconsideration
- Level 2 Internal Formal Appeal
- Level 3 External Independent Dental Review

We make the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from our company, makes Level 3 decisions. You are not responsible to pay the costs of the external review if you choose to appeal to Level 3.

STANDARD APPEAL PROCESS FOR NON-URGENT SERVICES AND DENIED CLAIMS

Level 1. Informal Reconsideration

Your request: You may obtain Informal Reconsideration of your denied request for a service if

- You have coverage with us,
- We denied your request for a covered service,
- You do not qualify for an expedited appeal, and
- You or your treating provider asks for Informal Reconsideration within 2 years of the date we first deny the requested service by calling, writing, or faxing your request to:

Name/Title: United Concordia Insurance Company of Arizona
Address: Customer Service Unit-Arizona Appeal, P.O. Box 69414, Harrisburg, PA 17106
Phone: 1-800-332-0366
Fax: 717-260-7029

Claim for a covered service already provided but not paid for: You may not obtain Informal Reconsideration of your denied request for the payment of a covered service. Instead, you may start the review process by seeking Formal Appeal.

Our acknowledgement: We have 5 business days after we receive your request for Informal Reconsideration ("the receipt date") to send you and your treating provider a notice that we got your request.

Our decision: We have 30 days after the receipt date to decide whether we should change our decision and authorize your requested service [or pay your claim]. Within that same 30 days, we must send you and your treating provider our written decision. The written decision must explain the reasons for our decision and tell you the documents on which we based our decision.

We deny your request: You have 60 days to appeal to Level 2.

If we grant your request: The decision will authorize the service [or pay the claim] and the appeal is over.

If we refer your case to Level 3: We may decide to skip Level 1 and Level 2 and send your case straight to an independent reviewer at Level 3.

Level 2: Formal Appeal

Your request: You may request Formal Appeal if: (1) we deny your request at Level 1, or (2) you have an unpaid claim and we did not provide a Level 1 review. After you receive our Level 1 denial, you or your treating provider must send us a written request within 60 days to tell us you are appealing to Level 2. If we did not provide a Level 1 review of your denied claim, you have 2 years from our first denial notice to request Formal Appeal. To help us make a decision on your appeal, you or your provider should also send us any more information (that you haven't already sent us) to show why we should authorize the requested service or pay the claim. Send your appeal request and information to:

Name/Title: United Concordia Insurance Company of Arizona
Address: Customer Service Unit-Arizona Appeal, P.O. Box 69414, Harrisburg, PA 17106
Phone: 1-800-332-0366
Fax: 717-260-7029

Our acknowledgement: We have 5 business days after we receive your request for Formal Appeal ("the receipt date") to send you and your treating provider a notice that we got your request.

Our decision: For a denied service that you have not yet received, we have 30 days after the receipt date to decide whether we should change our decision and authorize your requested service. For denied claims, we have 60 days to decide whether we should change our decision and pay your claim. We will send you and your treating provider our decision in writing. The written decision must explain the reasons for our decision and tell you the documents on which we based our decision.

If we deny your request or claim: You have 30 days to appeal to Level 3.

If we grant your request: We will authorize the service or pay the claim and the appeal is over.

If we refer your case to Level 3: We may decide to skip Level 2 and send your case straight to an independent reviewer at Level 3.

Level 3: External, Independent Review

Your request: You may appeal to Level 2 after you have appealed through Level 1. You have 30 days after you receive our Level 1 decision to send us your written request for External Independent Review. Send your request and any more supporting information to:

Name/Title: United Concordia Insurance Company of Arizona
Address: Customer Service Unit-Arizona Appeal, P.O. Box 69414, Harrisburg, PA 17106
Phone: 1-800-332-0366
Fax: 717-260-7029

Whether you or your treating provider is responsible for the cost of any external independent review.

The process: There are two types of Level 1 appeals, depending on the issues in your case:

(1) Dental necessity

These are cases where we have decided not to authorize a service because we think the services you (or your treating provider) are asking for, are not dentally necessary to treat your problem. For dental necessity cases, the independent reviewer is a provider retained by an outside independent review organization (IRO), procured by the Arizona Insurance Department, and not connected with our company. For dental necessity cases, the provider must be a provider who typically manages the condition under review.

(2) Contract coverage

These are cases where we have denied coverage because we believe the requested service is not covered under your insurance policy. For contract coverage cases, the Arizona Insurance Department is the independent reviewer.

Dental Necessity Cases

Within 5 business days of receiving your request, we must:

1. Mail a written acknowledgement of the request to the Director of Insurance, you, and your treating provider.
2. Send the Director of Insurance: the request for review; your policy, evidence of coverage or similar document; all dental records and supporting documentation used to render our decision; a summary of the applicable issues including a statement of our decision; the criteria used and clinical reasons for our decision; and the relevant portions of our utilization review guidelines. We must also include the name and credentials of the health care provider who reviewed and upheld the denial at the earlier appeal levels.

Within 5 days of receiving our information, the Insurance Director must send all the submitted information to an external independent review organization (the "IRO").

Within 21 days of receiving the information the IRO must make a decision and send the decision to the Insurance Director.

Within 5 business days of receiving the IRO's decision, the Insurance Director must mail a notice of the decision to you, your treating provider, and us.

The decision (dental necessity): If the IRO decides that we should provide the service or pay the claim, we must authorize the service or pay the claim. If the IRO agrees with our decision to deny the service or payment, the appeal is over. Your only further option is to pursue your claim in Superior Court.

Contract Coverage Cases

Within 5 business days of receiving your request, we must:

1. Mail a written acknowledgement of your request to the Insurance Director, you, and your treating provider.
2. Send the Director of Insurance: the request for review; your policy, evidence of coverage or similar document; all dental records and supporting documentation used to render our decision; a summary of the applicable issues including a statement of our decision; the criteria used and any clinical reasons for our decision; and the relevant portions of our utilization review guidelines.

Within 15 business days of receiving this information, the Insurance Director must determine if the service or claim is covered, issue a decision, and send a notice to us, you, and your treating provider. If the Director decides that we should provide the service or pay the claim, we must do so.

Referral to the IRO for contract coverage cases The Insurance Director is sometimes unable to determine issues of coverage. If this occurs, the Insurance Director will forward your case to an IRO. The IRO will have 21 days to make a decision and send it to the Insurance Director. The Insurance Director will have 5 business days after receiving the Insurance decision to send the decision to us, and your treating provider.

The decision (contract coverage): If you disagree with the Insurance Director's final decision on a coverage issue, you may request a hearing with the Office of Administrative Hearings ("OAH"). If we disagree with the Director's determination of coverage issues, we may also request a hearing at OAH. Hearings must be requested within 30 days of receiving the coverage issue determination. OAH has rules that govern the conduct of their hearing proceedings.

Obtaining Dental Records

Arizona law (A.R.S. §12-2293) permits you to ask for a copy of your dental records. Your request must be in writing and must specify who you want to receive the records. The health care provider who has your records will provide you or the person you specified with a copy of your records.

Designated Decision-Maker: If you have a designated health care decision-maker, that person must send a written request for access to or copies of your dental records. The dental records must be provided to your health care decision-maker or a person designated in writing by your health care decision-maker unless you limit access to your dental records only to yourself or your health care decision-maker.

Confidentiality: Dental records disclosed under A.R.S. §12-2293 remain confidential. If you participate in the appeal process, the relevant portions of your dental records may be disclosed only to people authorized to participate in the review process for the dental condition under review. These people may not disclose your dental information to any other people.

Documentation for an Appeal

If you decide to file an appeal, you must give us any material justification or documentation for the appeal at the time the appeal is filed. If you gather new information during the course of your appeal, you should give it to us as soon as you get it. You must also give us the address and phone number where you can be contacted. If the appeal is already at Level 3, you should also send the information to the Department.

The Role of the Director of Insurance

Arizona law (A.R.S. §20-2533(F)) requires "any member who files a complaint with the Department relating to an adverse decision to pursue the review process prescribed" by law. This means, that for appealable decisions, you must pursue the health care appeals process before the Insurance Director can investigate a complaint you may have against our company based on the decision at issue in the appeal.

The appeal process requires the Director to . . .

1. Oversee the appeals process.
2. Maintain copies of each utilization review plan submitted by insurers.
3. Receive, process, and act on requests from an insurer for External, Independent Review.
4. Enforce the decisions of insurers.
5. Review decisions of insurers.
6. Report to the Legislature.
7. Send, when necessary, a record of the proceedings of an appeal to Superior Court or to the Office of Administrative Hearings (OAH).
8. Issue a final administrative decision on coverage issues, including the notice of the right to request a hearing at OAH.

Receipt of Documents

Any written notice, acknowledgment, request, decision or other written document required to be mailed is deemed received by the person to whom the document is properly addressed on the fifth business day after being mailed. "Properly addressed" means your last known address.



SECTION 5 – 2007 NATIONAL PPO MEMBER SATISFACTION SURVEY RESULTS

**United Concordia's
2007 In-Network National PPO
Member Satisfaction Survey Results**

Overall Satisfaction Index	92%
Dental Network Score	90%
Customer Service Score	81%
Claim Processing Score	90%
Quality of Care Score	97%



SECTION 5 – GEOACCESS REPORTS

UNITED CONCORDIA

Insuring America's Dental Health

Network Accessibility Analysis

June 25, 2008

A report on the accessibility of the

Advantage Plus Provider Network

for the employees of

City of Peoria

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Accessibility summary

Accessibility analysis specifications	
Provider group	Advantage Plus General Providers 53,819 providers at 47,099 locations (based on 91,443 records)
Employee group	City of Peoria 1,210 employees
Access standard	2 in 10
Employees with desired access	1,202 (99.3%)

Average distance to a choice of providers for employees with desired access					
Number of providers	1	2	3	4	5
Miles	0.7	1.0	1.2	1.4	1.5

Key geographic areas				
City	Total number of employees	Employees with desired access		
		Number	Percent	Average distance to 2 providers
PEORIA, AZ	389	389	100	0.8
GLENDALE, AZ	240	240	100	0.9
PHOENIX, AZ	163	163	100	1.0
SURPRISE, AZ	146	146	100	1.0
GOODYEAR, AZ	52	52	100	0.9
AVONDALE, AZ	35	35	100	0.6
BUCKEYE, AZ	28	28	100	2.3
SUN CITY, AZ	26	26	100	0.9
LITCHFIELD PARK, AZ	23	23	100	0.6
EL MIRAGE, AZ	17	17	100	1.2

ZIP Code detail information

City of Peoria						
City	ZIP Code	Total number of employees	All employees			
			Pct		Average distance to providers	
			w	wo	1	2
APACHE JUNCTION, AZ	85218	1	0	100	10.1	15.8
AVONDALE, AZ	85323	27	100	0	0.7	0.8
	85392	8	100	0	0.0	0.0
BUCKEYE, AZ	85326	22	100	0	1.7	1.9
	85396	6	100	0	3.7	3.7
CAMP VERDE, AZ	86322	1	0	100	3.7	16.3
CAVE CREEK, AZ	85327	2	100	0	0.5	0.5
	85331	3	100	0	0.9	1.3
CHANDLER, AZ	85224	1	100	0	0.6	0.8
	85225	1	100	0	0.6	0.6
	85248	1	100	0	0.3	0.3
	85249	1	100	0	0.6	0.7
EL MIRAGE, AZ	85335	17	100	0	1.0	1.2
GILBERT, AZ	85234	2	100	0	0.6	0.9
	85296	2	100	0	0.4	0.6
	85297	1	100	0	0.0	0.0
GLENDALE, AZ	85301	19	100	0	0.5	0.5
	85302	24	100	0	0.4	0.5
	85303	25	100	0	0.6	0.8
	85304	33	100	0	0.6	0.8
	85305	24	100	0	1.4	1.7
	85306	18	100	0	0.3	0.5
	85307	15	100	0	1.2	1.3
	85308	59	100	0	0.4	0.5
	85310	21	100	0	1.4	1.7
	85312	2	100	0	0.4	0.4
GOODYEAR, AZ	85338	45	100	0	1.0	1.0
	85395	7	100	0	0.0	0.0
KIRKLAND, AZ	86332	1	0	100	21.3	21.3
LAVEEN, AZ	85339	6	100	0	1.6	1.9
LITCHFIELD PARK, AZ	85340	23	100	0	0.4	0.6
MARICOPA, AZ	85238	1	100	0	0.0	7.7
MESA, AZ	85201	1	100	0	0.1	0.2
	85202	1	100	0	0.5	0.6
	85206	1	100	0	0.4	0.8
	85209	1	100	0	0.0	0.5
	85210	1	100	0	0.3	0.3
MORRISTOWN, AZ	85342	1	0	100	11.1	12.0
NEW RIVER, AZ	85087	3	100	0	1.2	3.8

Access standard: 2 in 10

Provider group: Advantage Plus General Providers

Centers for Disease Control and Prevention

ZIP Code detail information

City of Peoria						
City	ZIP Code	Total number of employees	All employees			
			Pct		Average distance to providers	
			w	wo	1	2
PEORIA, AZ	85345	115	100	0	0.5	0.8
	85380	9	100	0	0.5	0.5
	85381	86	100	0	0.3	0.4
	85382	110	100	0	0.3	0.5
	85383	66	100	0	1.5	1.9
PHOENIX, AZ	85385	3	100	0	0.3	0.3
	85003	1	100	0	0.3	0.3
	85004	1	100	0	0.2	0.2
	85006	1	100	0	1.0	1.0
	85007	1	100	0	1.2	1.3
	85008	1	100	0	1.1	1.1
	85013	1	100	0	0.1	0.5
	85014	2	100	0	0.4	0.5
	85015	3	100	0	0.2	0.4
	85016	4	100	0	0.5	0.6
	85017	1	100	0	0.9	0.9
	85018	1	100	0	0.5	0.6
	85019	2	100	0	0.2	0.3
	85020	3	100	0	0.5	0.7
	85021	3	100	0	0.6	0.6
	85022	5	100	0	0.5	0.6
	85023	4	100	0	0.5	0.5
	85024	1	100	0	1.4	1.4
	85027	14	100	0	0.8	0.9
	85028	2	100	0	0.4	0.7
	85029	9	100	0	0.6	0.8
	85031	1	100	0	0.4	0.4
	85032	3	100	0	0.4	0.4
	85033	4	100	0	0.3	0.3
	85035	2	100	0	0.5	0.9
	85037	16	100	0	0.6	0.8
	85040	1	100	0	0.8	0.9
85041	5	100	0	1.3	1.5	
85042	2	100	0	0.6	0.6	
85043	10	100	0	1.7	1.7	
85044	2	100	0	0.6	0.8	
85051	11	100	0	0.3	0.4	
85053	10	100	0	0.3	0.4	
85054	1	100	0	1.5	1.5	

Access standard: 2 in 10

Provider group: Advantage Plus General Providers

ZIP Code detail information

City of Peoria						
City	ZIP Code	Total number of employees	All employees			
			Pct		Average distance to providers	
			w	wo	1	2
PHOENIX, AZ	85067	1	100	0	0.3	0.5
	85080	1	100	0	0.5	0.5
	85083	8	100	0	2.7	2.9
	85085	9	100	0	0.3	0.8
	85086	16	100	0	0.7	1.7
PRESCOTT, AZ	86303	1	100	0	0.8	1.6
SCOTTSDALE, AZ	85251	3	100	0	0.3	0.4
	85254	3	100	0	0.4	0.6
	85257	1	100	0	0.9	1.1
	85258	1	100	0	0.2	0.4
	85259	1	100	0	1.0	1.3
	85260	1	100	0	0.4	0.7
	85261	1	100	0	0.0	0.2
	85262	2	100	0	3.6	4.7
SUN CITY, AZ	85351	5	100	0	0.5	0.7
	85373	2	100	0	0.6	0.9
SUN CITY WEST, AZ	85375	4	100	0	0.7	0.8
SURPRISE, AZ	85374	50	100	0	0.4	0.5
	85379	55	100	0	0.2	0.3
	85387	15	100	0	3.0	3.3
	85388	26	100	0	0.8	2.1
TEMPE, AZ	85281	1	100	0	1.0	1.0
	85282	1	100	0	0.4	0.4
	85283	2	100	0	0.2	0.7
TOLLESON, AZ	85353	9	100	0	1.0	1.2
TONOPAH, AZ	85354	1	0	100	16.3	16.3
TUCSON, AZ	85706	1	100	0	2.4	3.0
WADDELL, AZ	85355	15	100	0	2.4	2.7
WICKENBURG, AZ	85390	1	0	100	14.0	14.1
WITTMANN, AZ	85361	4	50	50	9.5	9.8
YOUNGTOWN, AZ	85363	5	100	0	0.4	0.6
TOTALS		1,210	99	1	0.8	1.0

Access standard: 2 in 10
 Provider group: Advantage Plus General Providers

ZIP Code access standard detail information

City of Peoria							
City	ZIP Code	Total number of employees	Total number of providers	Employee access to 2 providers			
				Average distance	Pct of employees with 2 providers within x miles		
					10	15	20
APACHE JUNCTION, AZ	85218	1	1	15.8	0	0	100
AVONDALE, AZ	85323	27	14	0.8	100	100	100
	85392	8	17	0.0	100	100	100
BUCKEYE, AZ	85326	22	7	1.9	100	100	100
	85396	6	0	3.7	100	100	100
CAMP VERDE, AZ	86322	1	1	16.3	0	0	100
CAVE CREEK, AZ	85327	2	0	0.5	100	100	100
	85331	3	7	1.3	100	100	100
CHANDLER, AZ	85224	1	47	0.8	100	100	100
	85225	1	25	0.6	100	100	100
	85248	1	13	0.3	100	100	100
	85249	1	13	0.7	100	100	100
EL MIRAGE, AZ	85335	17	2	1.2	100	100	100
GILBERT, AZ	85234	2	16	0.9	100	100	100
	85296	2	13	0.6	100	100	100
	85297	1	14	0.0	100	100	100
GLENDALE, AZ	85301	19	24	0.5	100	100	100
	85302	24	23	0.5	100	100	100
	85303	25	4	0.8	100	100	100
	85304	33	3	0.8	100	100	100
	85305	24	0	1.7	100	100	100
	85306	18	22	0.5	100	100	100
	85307	15	0	1.3	100	100	100
	85308	59	51	0.5	100	100	100
	85310	21	2	1.7	100	100	100
	85312	2	0	0.4	100	100	100
GOODYEAR, AZ	85338	45	15	1.0	100	100	100
	85395	7	15	0.0	100	100	100
KIRKLAND, AZ	86332	1	0	21.3	0	0	0
LAVEEN, AZ	85339	6	11	1.9	100	100	100
LITCHFIELD PARK, AZ	85340	23	18	0.6	100	100	100
MARICOPA, AZ	85238	1	1	7.7	100	100	100
MESA, AZ	85201	1	13	0.2	100	100	100
	85202	1	8	0.6	100	100	100
	85206	1	36	0.8	100	100	100
	85209	1	12	0.5	100	100	100
	85210	1	20	0.3	100	100	100
MORRISTOWN, AZ	85342	1	0	12.0	0	100	100
NEW RIVER, AZ	85087	3	1	3.8	100	100	100

¹ Provider group: Advantage Plus General Providers

Centimark

ZIP Code access standard detail information

City of Peoria							
City	ZIP Code	Total number of employees	Total number of providers	Employee access to 2 providers			
				Average distance	Pct of employees with 2 providers within x miles		
					10	15	20
PEORIA, AZ	85345	115	17	0.8	100	100	100
	85380	9	0	0.5	100	100	100
	85381	86	37	0.4	100	100	100
	85382	110	25	0.5	100	100	100
	85383	66	2	1.9	100	100	100
	85385	3	0	0.3	100	100	100
PHOENIX, AZ	85003	1	3	0.3	100	100	100
	85004	1	13	0.2	100	100	100
	85006	1	10	1.0	100	100	100
	85007	1	3	1.3	100	100	100
	85008	1	11	1.1	100	100	100
	85013	1	10	0.5	100	100	100
	85014	2	9	0.5	100	100	100
	85015	3	31	0.4	100	100	100
	85016	4	19	0.6	100	100	100
	85017	1	30	0.9	100	100	100
	85018	1	41	0.6	100	100	100
	85019	2	5	0.3	100	100	100
	85020	3	24	0.7	100	100	100
	85021	3	15	0.6	100	100	100
	85022	5	22	0.6	100	100	100
	85023	4	9	0.5	100	100	100
	85024	1	2	1.4	100	100	100
	85027	14	53	0.9	100	100	100
	85028	2	14	0.7	100	100	100
	85029	9	16	0.8	100	100	100
	85031	1	24	0.4	100	100	100
	85032	3	36	0.4	100	100	100
	85033	4	17	0.3	100	100	100
	85035	2	5	0.9	100	100	100
	85037	16	9	0.8	100	100	100
	85040	1	5	0.9	100	100	100
	85041	5	4	1.5	100	100	100
	85042	2	23	0.6	100	100	100
	85043	10	5	1.7	100	100	100
	85044	2	5	0.8	100	100	100
	85051	11	35	0.4	100	100	100
	85053	10	18	0.4	100	100	100
	85054	1	0	1.5	100	100	100

Provider group: Advantage Plus General Providers

GenAccess

ZIP Code access standard detail information

City of Peoria							
City	ZIP Code	Total number of employees	Total number of providers	Employee access to 2 providers			
				Average distance	Pct of employees with 2 providers within x miles		
					10	15	20
PHOENIX, AZ	85067	1	0	0.5	100	100	100
	85080	1	0	0.5	100	100	100
	85083	8	0	2.9	100	100	100
	85085	9	7	0.8	100	100	100
	85086	16	15	1.7	100	100	100
PRESCOTT, AZ	86303	1	0	1.6	100	100	100
SCOTTSDALE, AZ	85251	3	33	0.4	100	100	100
	85254	3	28	0.6	100	100	100
	85257	1	3	1.1	100	100	100
	85258	1	12	0.4	100	100	100
	85259	1	3	1.3	100	100	100
	85260	1	33	0.7	100	100	100
	85261	1	0	0.2	100	100	100
	85262	2	1	4.7	100	100	100
SUN CITY, AZ	85351	5	18	0.7	100	100	100
	85373	21	1	0.9	100	100	100
SUN CITY WEST, AZ	85375	4	13	0.8	100	100	100
SURPRISE, AZ	85374	50	43	0.5	100	100	100
	85379	55	5	0.3	100	100	100
	85387	15	0	3.3	100	100	100
	85388	26	1	2.1	100	100	100
TEMPE, AZ	85281	1	6	1.0	100	100	100
	85282	1	24	0.4	100	100	100
	85283	2	21	0.7	100	100	100
TOLLESON, AZ	85353	9	8	1.2	100	100	100
TONOPAH, AZ	85354	1	0	16.3	0	0	100
TUCSON, AZ	85706	1	16	3.0	100	100	100
WADDELL, AZ	85355	15	0	2.7	100	100	100
WICKENBURG, AZ	85390	1	4	14.1	0	100	100
WITTMANN, AZ	85361	4	0	9.8	50	100	100
YOUNGTOWN, AZ	85363	5	1	0.6	100	100	100
TOTALS		1,210	1,372	1.0	99	100	100

Provider group: Advantage Plus General Providers

Accessibility summary

Accessibility analysis specifications	
Provider group:	Advantage Plus Specialty Providers 12,063 providers at 14,930 locations (based on 29,027 records)
Employee group:	City of Peoria 1,210 employees
Access standard:	2 in 10
Employees with desired access:	1,194 (98.7%)

Average distance to a choice of providers for employees with desired access					
Number of providers	1	2	3	4	5
Miles	1.3	1.7	1.9	2.1	2.4

Key geographic areas				
City	Total number of employees	Employees with desired access		
		Number	Percent	Average distance to 2 providers
PEORIA, AZ	389	389	100	1.5
GLENDALE, AZ	240	240	100	1.2
PHOENIX, AZ	163	163	100	1.7
SURPRISE, AZ	146	146	100	1.5
GOODYEAR, AZ	52	52	100	2.9
AVONDALE, AZ	35	35	100	0.8
SUN CITY, AZ	26	26	100	1.9
LITCHFIELD PARK, AZ	23	23	100	1.3
BUCKEYE, AZ	28	20	71	6.2
EL MIRAGE, AZ	17	17	100	2.1

ZIP Code detail information

City of Peoria						
City	ZIP Code	Total number of employees	All employees			
			Pct		Average distance to providers	
			w	wo	1	2
APACHE JUNCTION, AZ	85218	1	0	100	12.7	17.8
AVONDALE, AZ	85323	27	100	0	0.9	1.0
	85392	8	100	0	0.0	0.0
BUCKEYE, AZ	85326	22	73	27	3.3	8.1
	85396	6	67	33	5.2	6.8
CAMP VERDE, AZ	86322	1	0	100	29.0	29.0
CAVE CREEK, AZ	85327	2	100	0	0.5	2.3
	85331	3	100	0	1.0	1.7
CHANDLER, AZ	85224	1	100	0	0.5	0.5
	85225	1	100	0	0.8	0.8
	85248	1	100	0	2.0	2.4
	85249	1	100	0	0.7	0.9
EL MIRAGE, AZ	85335	17	100	0	2.1	2.1
GILBERT, AZ	85234	2	100	0	0.8	1.1
	85296	2	100	0	0.3	1.1
	85297	1	100	0	1.0	1.5
GLENDALE, AZ	85301	19	100	0	0.5	0.9
	85302	24	100	0	0.7	0.9
	85303	25	100	0	1.5	1.8
	85304	33	100	0	0.8	1.1
	85305	24	100	0	1.7	1.7
	85306	18	100	0	0.4	0.5
	85307	15	100	0	1.7	2.2
	85308	59	100	0	0.6	0.7
	85310	21	100	0	2.1	2.1
	85312	2	100	0	0.4	0.7
GOODYEAR, AZ	85338	45	100	0	2.1	3.3
	85395	7	100	0	0.0	0.0
KIRKLAND, AZ	86332	1	0	100	22.9	26.0
LAVEEN, AZ	85339	6	100	0	2.0	2.1
LITCHFIELD PARK, AZ	85340	23	100	0	0.9	1.3
MARICOPA, AZ	85238	1	100	0	9.5	9.5
MESA, AZ	85201	1	100	0	0.4	1.0
	85202	1	100	0	1.1	1.2
	85206	1	100	0	0.3	1.6
	85209	1	100	0	0.5	0.5
	85210	1	100	0	0.6	0.6
MORRISTOWN, AZ	85342	1	0	100	17.2	17.2
NEW RIVER, AZ	85087	3	100	0	6.9	6.9

Access standard: 2 in 10
 Provider group: Advantage Plus Specialty Providers

ZIP Code detail information

City of Peoria						
City	ZIP Code	Total number of employees	All employees			
			Pct		Average distance to providers	
			w	wo	1	2
PEORIA, AZ	85345	115	100	0	1.6	1.9
	85380	9	100	0	1.2	1.4
	85381	86	100	0	0.5	0.7
	85382	110	100	0	0.7	1.0
	85383	66	100	0	1.8	2.7
	85385	3	100	0	1.1	1.2
PHOENIX, AZ	85003	1	100	0	0.4	0.4
	85004	1	100	0	0.3	0.3
	85006	1	100	0	1.0	1.0
	85007	1	100	0	1.5	1.5
	85008	1	100	0	1.1	1.1
	85013	1	100	0	0.3	0.6
	85014	2	100	0	0.4	0.7
	85015	3	100	0	0.4	0.7
	85016	4	100	0	0.6	0.8
	85017	1	100	0	0.9	1.6
	85018	1	100	0	0.3	0.3
	85019	2	100	0	0.7	0.7
	85020	3	100	0	0.5	0.6
	85021	3	100	0	0.7	0.7
	85022	5	100	0	0.7	0.8
	85023	4	100	0	1.4	1.8
	85024	1	100	0	1.4	1.4
	85027	14	100	0	1.4	1.5
	85028	2	100	0	0.8	1.2
	85029	9	100	0	1.2	1.5
	85031	1	100	0	0.5	0.5
	85032	3	100	0	0.7	0.9
	85033	4	100	0	0.6	2.0
	85035	2	100	0	1.1	1.6
	85037	16	100	0	1.3	1.5
	85040	1	100	0	1.8	2.7
85041	5	100	0	1.8	2.5	
85042	2	100	0	1.2	2.8	
85043	10	100	0	2.4	2.6	
85044	2	100	0	1.0	1.7	
85051	11	100	0	0.7	0.8	
85053	10	100	0	0.3	0.5	
85054	1	100	0	1.1	3.4	

Access standard: 2 in 10
 Provider group: Advantage Plus Specialty Providers

Access

ZIP Code detail information

City of Peoria						
City	ZIP Code	Total number of employees	All employees			
			Pct		Average distance to providers	
			w	wo	1	2
PHOENIX, AZ	85067	1	100	0	0.5	0.7
	85080	1	100	0	0.3	0.3
	85083	8	100	0	3.9	3.9
	85085	9	100	0	1.2	2.0
	85086	16	100	0	2.5	3.2
PRESCOTT, AZ	86303	1	100	0	2.1	2.4
SCOTTSDALE, AZ	85251	3	100	0	0.7	1.4
	85254	3	100	0	0.4	0.6
	85257	1	100	0	1.9	1.9
	85258	1	100	0	0.8	1.1
	85259	1	100	0	1.8	2.5
	85260	1	100	0	1.1	1.2
	85261	1	100	0	1.0	1.2
	85262	2	100	0	4.4	4.7
SUN CITY, AZ	85351	5	100	0	2.6	3.2
	85373	21	100	0	1.0	1.6
SUN CITY WEST, AZ	85375	4	100	0	1.4	1.7
SURPRISE, AZ	85374	50	100	0	0.6	0.9
	85379	55	100	0	0.3	0.9
	85387	15	100	0	4.0	4.7
	85388	26	100	0	2.3	2.4
TEMPE, AZ	85281	1	100	0	2.6	3.0
	85282	1	100	0	1.2	1.4
	85283	2	100	0	0.8	1.1
TOLLESON, AZ	85353	9	100	0	1.8	1.9
TONOPAH, AZ	85354	1	0	100	17.8	22.1
TUCSON, AZ	85706	1	100	0	3.2	3.2
WADDELL, AZ	85355	15	100	0	3.3	3.4
WICKENBURG, AZ	85390	1	0	100	38.4	38.4
WITTMANN, AZ	85361	4	50	50	9.5	9.5
YOUNGTOWN, AZ	85363	5	100	0	3.6	3.6
TOTALS		1,210	99	1	1.4	1.9

Access standard: 2 in 10
 Provider group: Advantage Plus Specialty Providers

ZIP Code access standard detail information

City of Peoria							
City	ZIP Code	Total number of employees	Total number of providers	Employee access to 2 providers			
				Average distance	Pct of employees with 2 providers within x miles		
					10	15	20
APACHE JUNCTION, AZ	85218	1	0	17.8	0	0	100
AVONDALE, AZ	85323	27	4	1.0	100	100	100
	85392	8	5	0.0	100	100	100
BUCKEYE, AZ	85326	22	1	8.1	73	95	100
	85396	6	0	6.8	67	100	100
CAMP VERDE, AZ	86322	1	0	29.0	0	0	0
CAVE CREEK, AZ	85327	2	0	2.3	100	100	100
	85331	3	2	1.7	100	100	100
CHANDLER, AZ	85224	1	18	0.5	100	100	100
	85225	1	6	0.8	100	100	100
	85248	1	2	2.4	100	100	100
	85249	1	3	0.9	100	100	100
EL MIRAGE, AZ	85335	17	0	2.1	100	100	100
GILBERT, AZ	85234	2	7	1.1	100	100	100
	85296	2	7	1.1	100	100	100
	85297	1	6	1.5	100	100	100
GLENDALE, AZ	85301	19	4	0.9	100	100	100
	85302	24	4	0.9	100	100	100
	85303	25	0	1.8	100	100	100
	85304	33	1	1.1	100	100	100
	85305	24	0	1.7	100	100	100
	85306	18	23	0.5	100	100	100
	85307	15	0	2.2	100	100	100
	85308	59	34	0.7	100	100	100
	85310	21	0	2.1	100	100	100
	85312	2	0	0.7	100	100	100
GOODYEAR, AZ	85338	45	3	3.3	100	100	100
	85395	7	5	0.0	100	100	100
KIRKLAND, AZ	86332	1	0	26.0	0	0	0
LAVEEN, AZ	85339	6	12	2.1	100	100	100
LITCHFIELD PARK, AZ	85340	23	9	1.3	100	100	100
MARICOPA, AZ	85238	1	0	9.5	100	100	100
MESA, AZ	85201	1	4	1.0	100	100	100
	85202	1	2	1.2	100	100	100
	85206	1	10	1.6	100	100	100
	85209	1	5	0.5	100	100	100
	85210	1	2	0.6	100	100	100
MORRISTOWN, AZ	85342	1	0	17.2	0	0	100
NEW RIVER, AZ	85087	3	0	6.9	100	100	100

Provider group: Advantage Plus Specialty Providers

ZIP Code access standard detail information

City of Peoria							
City	ZIP Code	Total number of employees	Total number of providers	Average distance	Employee access to 2 providers		
					Pct of employees with 2 providers within x miles		
					10	15	20
PEORIA, AZ	85345	115	5	1.9	100	100	100
	85380	9	0	1.4	100	100	100
	85381	86	16	0.7	100	100	100
	85382	110	6	1.0	100	100	100
	85383	66	1	2.7	100	100	100
	85385	3	0	1.2	100	100	100
PHOENIX, AZ	85003	1	0	0.4	100	100	100
	85004	1	3	0.3	100	100	100
	85006	1	0	1.0	100	100	100
	85007	1	1	1.5	100	100	100
	85008	1	2	1.1	100	100	100
	85013	1	2	0.6	100	100	100
	85014	2	4	0.7	100	100	100
	85015	3	8	0.7	100	100	100
	85016	4	2	0.8	100	100	100
	85017	1	4	1.6	100	100	100
	85018	1	27	0.3	100	100	100
	85019	2	0	0.7	100	100	100
	85020	3	9	0.6	100	100	100
	85021	3	10	0.7	100	100	100
	85022	5	24	0.8	100	100	100
	85023	4	1	1.8	100	100	100
	85024	1	3	1.4	100	100	100
	85027	14	5	1.5	100	100	100
	85028	2	3	1.2	100	100	100
	85029	9	5	1.5	100	100	100
	85031	1	3	0.5	100	100	100
	85032	3	11	0.9	100	100	100
	85033	4	2	2.0	100	100	100
	85035	2	0	1.6	100	100	100
	85037	16	5	1.5	100	100	100
	85040	1	0	2.7	100	100	100
	85041	5	1	2.5	100	100	100
	85042	2	1	2.8	100	100	100
85043	10	0	2.6	100	100	100	
85044	2	2	1.7	100	100	100	
85051	11	5	0.8	100	100	100	
85053	10	13	0.5	100	100	100	
85054	1	0	3.4	100	100	100	

Provider group: Advantage Plus Specialty Providers

GenAccess

ZIP Code access standard detail information

City of Peoria							
City	ZIP Code	Total number of employees	Total number of providers	Employee access to 2 providers			
				Average distance	Pct of employees with 2 providers within x miles		
					10	15	20
PHOENIX, AZ	85067	1	0	0.7	100	100	100
	85080	1	0	0.3	100	100	100
	85083	8	0	3.9	100	100	100
	85085	9	2	2.0	100	100	100
	85086	16	4	3.2	100	100	100
PRESCOTT, AZ	86303	1	0	2.4	100	100	100
SCOTTSDALE, AZ	85251	3	18	1.4	100	100	100
	85254	3	14	0.6	100	100	100
	85257	1	0	1.9	100	100	100
	85258	1	6	1.1	100	100	100
	85259	1	1	2.5	100	100	100
	85260	1	7	1.2	100	100	100
	85261	1	0	1.2	100	100	100
SUN CITY, AZ	85262	2	0	4.7	100	100	100
	85351	5	0	3.2	100	100	100
SUN CITY WEST, AZ	85373	21	0	1.6	100	100	100
	85375	4	2	1.7	100	100	100
SURPRISE, AZ	85374	50	21	0.9	100	100	100
	85379	55	1	0.9	100	100	100
	85387	15	0	4.7	100	100	100
	85388	26	0	2.4	100	100	100
	85281	1	0	3.0	100	100	100
TEMPE, AZ	85282	1	4	1.4	100	100	100
	85283	2	31	1.1	100	100	100
	85353	9	2	1.9	100	100	100
TOLLESON, AZ	85354	1	0	22.1	0	0	0
TONOPAH, AZ	85706	1	2	3.2	100	100	100
TUCSON, AZ	85355	15	0	3.4	100	100	100
WADDELL, AZ	85390	1	0	38.4	0	0	0
WICKENBURG, AZ	85361	4	0	9.5	50	100	100
WITTMANN, AZ	85363	5	0	3.6	100	100	100
YOUNGTOWN, AZ							
TOTALS		1,210	478	1.9	99	99	100

Provider group: Advantage Plus Specialty Providers

SECTION 6

PROPOSED PERFORMANCE GUARANTEES

United Concordia is committed to administering our dental programs in an efficient and accurate manner that provides our customers with superior service. As evidence of this commitment, United Concordia will place the following amounts at risk.

Category	Standard	Proposed Penalty	Proposed Penalty
		Fully-Insured	ASO
Account Management	Standards to be agreed upon between the City of Peoria and United Concordia.	\$5,000	\$5,000
Claims Administration			
Turnaround Time	90 percent of non-investigated claims processed within 14 calendar days.	0.1%	1%
	98 percent of non-investigated claims processed within 30 calendar days	0.1%	1%
Accuracy			
Financial	99 percent of dollars paid accurately	0.1%	1%
Procedural	98 percent of claims paid accurately	0.1%	1%
Total	Maximum payout not to exceed	1% of the fully-insured annual premium	10% of the administrative fee

Claim administration standards are measured against United Concordia's total commercial book of business.



THERE'S STRENGTH IN OUR NUMBERS

United Concordia appreciates the opportunity to present this proposal to continue providing dental benefits for the employees and dependents of the City of Peoria. We understand how to meet unique customer needs and we will continue offering the following advantages:

- **One of the Largest Dental Insurance Carriers in the United States:** Dental insurance is our only business. This focus has enabled us to achieve an unmatched level of expertise in the design, implementation, administration and service of dental benefits programs.
- **More Than 35 Years of Experience:** For 35 years, we have administered dental benefits programs for employer groups ranging in size from local small businesses to large multi-state corporations. We currently administer dental benefits for more than 7.7 million members nationwide.
- **Products for Every Need:** We offer a broad range of dental insurance products, including indemnity, passive and traditional PPO, and DHMO plans. We also provide administrative services to employers who choose to insure their own employees.
- **One of the Largest Dental Networks in the Country:** As a network-driven company, United Concordia recognizes the importance of strong dental networks that offer discounts, as well as good access to care. Since more dentists mean greater accessibility and better service, the result is higher satisfaction and lower out-of-pocket costs for our members.
- **More Than 13 Million Claims Processed Annually:** Our Concordia Processing System processes claims quickly and accurately with a minimum of manual intervention. More than 90 percent of clean claims are processed to finalization within 14 calendar days, and nearly 100 percent are finalized within 30 calendar days.
- **More Than 95% of Inquiries are Resolved with the First Call:** Toll-free customer service is available Monday through Friday, from 6:00 a.m. to 6:00 p.m., Mountain Time. Our customer service representatives have real-time, on-line access to system files—including imaged copies of claims—which enables them to respond to inquiries quickly and accurately.
- **Convenient On-line Services:** Both group administrators and members have access to customized benefit information online at www.unitedconcordia.com. These services ease administration and provide quick and easy answers to questions.
- **More Than a 95% Contract Retention Rate:** Our plan designs, network discounts, and utilization review processes all contribute to reducing the cost of dental insurance benefits to the employer and the out-of-pocket expenses incurred by employees when care is received.

At United Concordia, we are committed to building strong *relationships* with our customers. With our expertise and successful experience providing dental programs for a wide range of customers, we are confident that we can continue to exceed the expectations of the City of Peoria.

INSURING AMERICA'S DENTAL HEALTH

United Concordia is one of the largest dental insurance carriers in the country. We administer dental benefits for more than 7.7 million members worldwide and have revenue exceeding \$1.3 billion. Headquartered in Harrisburg, Pennsylvania, we employ more than 1,200 people at offices strategically located throughout the United States. United Concordia offers a broad range of dental insurance products, including indemnity, passive and traditional PPO, and DHMO plans. We also provide administrative services to employers who choose to self-insure.

Since 1996, United Concordia has administered the TRICARE Dental Program (TDP), which provides dental benefits worldwide to family members of active duty military personnel, as well as members and eligible dependents of the Selected Reserve and Individual Ready Reserve. TDP is the world's largest dental benefits program, with nearly 1.8 million members. **We began an unprecedented third, five year contract on February 1, 2006.**

Our goal is to provide benefits that go beyond the coverage we provide to employees. In our effort to ensure customer satisfaction and offer the best value in dental benefits, our proposal offers the following:

- Account management by a team of dental experts
- Efficient claim processing
- Responsive customer service
- Customized Internet-based services
- Accessible national networks
- Dental recruitment & communication programs
- Secure systems
- United States operations
- Utilization review
- Evidence-based dentistry
- Competitive pricing
- Value added optional service

ACCOUNT MANAGEMENT

Because United Concordia is the incumbent carrier, there will be no implementation or transition issues for the City of Peoria's employees. Stephanie Anthony, Account Service Representative, will continue to manage the day-to-day account servicing for the City of Peoria and continue to act as a liaison between the City of Peoria's benefits staff and United Concordia, providing the City of Peoria with a single point of contact for obtaining answers to questions or additional assistance. As before, Stephanie will be available during open enrollments to explain the dental plan and address any questions or concerns employees may have regarding their benefits.

CLAIMS PROCESSING

Claims will continue to be processed by our dental claims departments in Harrisburg, Pennsylvania; Williamsport, Pennsylvania and Woodland Hills, California using the Concordia Processing System. The Concordia Processing System processes claims quickly and accurately with minimal manual intervention. In fact, nearly 90 percent of the claims entered into the system are processed to finalization without suspension. Annually, we process more than 13 million claims and encounters. More than 90 percent of clean claims are processed to finalization within 14 calendar days, and nearly all claims are finalized within 30 calendar days.

We make electronic copies of all the claims we receive so that claim processors, dental advisors, and customer service representatives have immediate, even simultaneous, access to a claim when needed.

We've further improved efficiency by introducing our HONORS program for dentists whose practice patterns fall within predetermined utilization standards. These dentists are exempt from submitting x-rays with their claims, resulting in fewer delays in processing claims and requests for pre-determination.

RESPONSIVE CUSTOMER SERVICE

We employ talented professionals, provide them with thorough training, and support them with advanced technology to ensure that you and your employees receive the most professional and responsive customer service available in the industry. Our customer service representatives complete a 10-week training program that includes training in dental terminology, dental benefits, claim processing principles, claim adjustment procedures and telephone skills.

Our SPIRIT (Subscriber and Provider Inquiry Retrieval for Information Tracking) system provides representatives with real-time, on-line access to system files—including electronic copies of claims—which enables them to respond to inquiries quickly and accurately. In fact, more than 90 percent of inquiries are resolved during the initial phone call. The SPIRIT system also logs and tracks all of the inquiries that we receive, allowing us to monitor the progress of an inquiry from first contact to resolution. We handle nearly 9 million telephone inquiries and nearly 245,000 written inquiries each year.

Customer service representatives will continue to be available to assist members Monday through Friday, from 6:00 a.m. to 6:00 p.m., Mountain Time. We also provide an Interactive Voice Response (IVR) system. Callers can use the automated system to request information about benefits, eligibility, claims status, maximum and deductible accumulation, procedure history and orthodontic services. Members can also request new identification cards, claim forms and lists of participating dentists. Dentists have access to additional data including coinsurance/cost share information and procedure allowances.

INTERNET-BASED SERVICES

Our Internet-based applications enable employers and their employees to efficiently manage their dental benefits program by providing employees with immediate access to information about their benefits.

Our **Group Query** system enables group administrators to efficiently manage an employer's dental benefits program by giving them the ability to make real-time enrollment changes via a secure Internet connection.

ConcordiaConnect, available to group administrators for our ASO groups, is a view-only application that provides group administrators with the ability to check claim status, review detailed payment information, track maximum and deductible accumulations and view detailed benefit information for its employees.

Members may use the **My Dental Benefits** link to obtain information on benefits, including maximum and deductible accumulation, to locate a participating dentist, print a replacement ID card or claim form, e-mail a question to our customer service department, or review their procedure history. The site includes a glossary of dental terms and answers to common questions. A patient education section contains articles about dentistry and dental health.

Dentists have access to **My Patients' Benefits**, which allows them to instantly check member eligibility and review benefits, claim status and procedure code information.

ACCESSIBLE NATIONAL NETWORKS

United Concordia is a network-driven company that recognizes the importance of strong, accessible dental networks offering substantial discounts. We seek to balance savings, service and customer satisfaction in our dental programs by providing access to a large network of qualified dentists.

We have proposed our **Advantage Plus** network, with more than 65,600 participating dentists located at more than 120,000 total locations nationally, offering excellent access, significant discounts and quality dental care for employees. We do not subcontract this network, nor do we use other carriers' networks to augment it. Our network spans the nation to better serve our members no matter where they are located. Participating dentists agree to accept our allowances as payment-in-full for covered services provided, so members are not balance billed when services are performed by a network dentist. These dentists also agree to submit to our utilization review decisions and to submit claims on behalf of members with reimbursement paid directly to the dentist.

DENTAL RECRUITMENT & COMMUNICATION

We are committed to recruiting additional dentists in areas with insufficient network access and will follow up on all recruitment requests made by members. We use GeoNetworks reports to continually analyze network access and to pinpoint areas for network development.

Communication with dentists does not stop once they join our network. Our professional relations representatives are committed to providing timely and pertinent information about new accounts, new products and our policies to the dental community. Network dentists receive up-to-date information through a variety of communication channels.

SECURE SYSTEMS

United Concordia has completed the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP). This review is required of all contractors having access to sensitive government data. To become and remain certified, United Concordia has to demonstrate the highest levels of physical and system security.

UNITED STATES OPERATIONS

At United Concordia, we place the highest priority on the privacy of each of our members, and we strive to protect that privacy. This is why all of United Concordia's operations—from our systems, our claims processing and customer service to all other elements of our administration of your dental plan—are located in the United States.

UTILIZATION REVIEW

Supporting our strong, accessible dental networks are our nationally recognized Quality Assurance and Utilization Review programs. The claims and encounters that we receive from dentists are subject to comprehensive pre- and post-payment utilization review processes. Our proprietary, state-of-the-art Utilization Trends, Reporting and Analysis System (ULTRA) is an online real-time system that allows extensive review of dental practice patterns for in-depth utilization review analysis. The system allows our staff to target dentists whose practice patterns fall outside of targeted norms. Our ability to compare practice patterns across multiple product lines—including indemnity, PPO and DHMO—is unique within the industry.

EVIDENCE-BASED DENTISTRY

As a national dental-only insurer, United Concordia is dedicated to the oral and overall health of our members and we encourage our clients to take the same approach. We believe the evidence supports the need for the dental industry to be an integral part of total management. As part of our commitment, we have developed a program called **Smile for Health**[®] that promotes improved dental health in an attempt to affect improved outcomes for members at risk for heart disease and stroke, pre-term births, diabetes, respiratory disease and transplants. Additionally, United Concordia has introduced a Maternity Dental Benefit and an Enhanced Dental Benefit that provides for dental services that are critical to the dental health of pregnant women.

The Maternity Dental Benefit, part of our core product offering, allows for an additional cleaning during pregnancy and is currently incorporated into United Concordia's standard products. To obtain coverage for the additional cleaning, dentists report the pregnancy on the dental claim form.

The Enhanced Dental Benefit option, available for an additional charge, includes an additional cleaning as well as enhanced non-surgical periodontal coverage and additional periodontal disease management services. This benefit is designed to encourage enhanced periodontal coverage to assure appropriate periodontal health in the hopes that it will not only reduce the likelihood of low birth weight babies, but also reduce the negative effects of adverse periodontal health has on various systemic diseases.

COMPETITIVE PRICING

Size, experience, focus and the innovative use of technology have enabled us to achieve an unmatched level of efficiency in the administration of dental benefit programs. When combined with plan designs, network discounts and utilization review processes that reduce the cost of dental care, this efficiency allows us to provide our clients with superior service at extremely competitive prices.

VALUE ADDED OPTIONAL SERVICE

As an added benefit, United Concordia is providing the City of Peoria with the option to add our Davis Vision discount program to the proposed dental plans, at no additional cost. The Davis Vision discount program is a traditional discount program that provides significant discounts on eye exams, lenses, frames and additional eyewear options at any participating provider location.

CITY OF PEORIA'S DENTAL HEALTH PARTNER

We are driven to provide the best value in dental insurance and administration. We believe our systems, reports, services and online tools add value to our programs and make our client's benefits dollars work harder.

We focus exclusively on dental insurance and administration so we can exceed our customers' expectations. This specialization, coupled with 35 years' experience, has made us an industry leader with a proven track record of customer satisfaction. Our claims processors understand the intricacies of the claims they process and our customer service team achieves superior performance through a true understanding of "customer service." Our expertise in dental benefits, accessible networks, responsive service and partnering approach to account management are only a few reasons that United Concordia *is* Insuring America's Dental Health.

DAVIS VISION *Benefits You Can See*

1. DISCOUNT PROGRAM

Davis Vision is pleased to provide you with a low-cost, traditional vision Discount Program that provides significant discounts on eye exams, lenses, frames and additional eyewear options. Simply visit a participating vision provider and present your discount card and Control Code. With nearly 26,000 participating vision providers, you can find a provider near you by calling our toll-free Interactive Voice Response (IVR) system or visiting the Davis Vision website at www.davisvision.com. For more details, see the Accessing Benefit and Provider Information section on the reverse side.

The Discount Program entitles you to the following discounts off usual and customary fees:

Vision Plan:	Vantage Affinity Discount Program
Control Code/Client Control Number:	7602
Co-payment:	N/A, discount plan is 100% member paid at the time of service
Lens 123®:	Discounts on replacement contact lenses from 1-800-LENS123
Laser Vision Correction:	Discounts from participating laser vision providers

DAVIS VISION DISCOUNT SCHEDULE	MEMBER COST
Eye examination	
Complete Examination	15% off Usual & Customary
Contact Lens Examination	15% off Usual & Customary
Frame	
Frame—up to \$70.00 retail	\$40.00
Frame—over \$70.00 retail	\$40.00 plus 10% off the amount over \$70.00
Spectacle Lenses	
Single Vision Lenses	\$35.00
Bifocal Lenses	\$55.00
Trifocal Lenses	\$65.00
Lenticular Lenses	\$110.00
Options (Add to Spectacle Lenses Prices)	
Standard Progressive Lenses	\$75.00
Premium Progressive Lenses	\$125.00
Polarized	\$75.00
High Index Lenses	\$55.00
Glass Lenses	\$18.00
Polycarbonate Lenses	\$30.00
Blended Invisible Bifocals	\$20.00
Intermediate Vision Lenses	\$30.00
Scratch Resistant Coating	\$15.00
Anti-Reflective Treatment	\$45.00
Ultraviolet Coating	\$15.00
Solid Tint	\$10.00
Gradient Tint	\$12.00
PGX Lenses	\$35.00
Plastic Photosensitive Lenses	\$65.00
Contact Lenses	
Conventional	20% off Usual & Customary
Disposable/Planned Replacement	10% off Usual & Customary
Lens 123®	Free membership with up to 60% off Retail Prices

Discount Schedule continued . . .

Discount Schedule continued . . .

Other Products

Non-Prescription Sunglasses	20% off Usual & Customary
Other Ancillary Products/Solutions	10% off Usual & Customary
Laser Vision Correction	Up to 25% off Usual & Customary

Note: Any special lens designs, materials, powers and frames may require additional payment.

2. LENS 123®

Lens 123® is a mail order program that allows you to enjoy the guaranteed lowest prices on replacement contact lenses—save up to 60% off retail prices. Members can conveniently call 1-800-LENS123 with a current prescription for this value-added service. The Lens 123® contact lens replacement program is endorsed by the industry's major manufacturers.

3. LASER VISION CORRECTION

Davis Vision's Laser Vision Correction program provides substantial discounts on laser vision correction procedures. Members are entitled to savings of up to 25% off usual and customary fees or a 5% discount off a center's advertised special through a network of preeminent physicians affiliated with Eye Centers of Excellence. (Some centers provide a flat fee equating to these discount levels.) See below for information on finding a participating laser vision provider near you.

HOW THE DISCOUNT PROGRAM WORKS WITH YOUR PLAN

You may choose from a list of Davis Vision contracted private practice providers or contracted retail locations for discounts on eyewear. If you already have a vision examination benefit as part of your health plan, you may use a network provider in your health plan network for your examination. Then use a Davis Vision contracted provider for your eyewear purchases (eyeglasses, etc.) and maximize your savings (you should verify whether or not the Davis Vision provider accepts outside prescriptions prior to your appointment).

ACCESSING BENEFIT AND PROVIDER INFORMATION

Whether you're looking for a participating vision provider or want more information about the discount plan, Davis Vision offers a number of convenient ways for you to get the information you need, when you need it.

AUTOMATED SERVICES (available 24/7)

Online—To access the United Concordia Davis Vision Discount Member Menu, visit www.davisvision.com and select "Find a Provider". In the second box, enter Control Code 7602 and click "Submit". From the Member Menu you can find a provider, review your benefits, obtain a confirmation number for laser surgery, take a satisfaction survey, visit Lens 123® to buy replacement contact lenses and more!

Over the phone—To access the automated Interactive Voice Response (IVR) system, call Davis Vision Customer Service at 1-877-923-2847 and enter Client Control Number 7602 when prompted. Select the appropriate menu option using your phone's touch pad.

CUSTOMER SERVICE

To speak with a customer service representative, call Davis Vision Customer Service at 1-877-923-2847. Enter Client Control Number 7602 when prompted. At the main menu, press "0". Our representatives are available to assist you from 8 a.m. to 11 p.m. ET Monday through Friday, 9 a.m. to 4 p.m. ET Saturday and 12 p.m. to 4 p.m. ET Sunday.



UNITED CONCORDIA
Insuring America's Dental Health

UNITED CONCORDIA

Insuring America's Dental Health



Preventive Incentive

UNITED CONCORDIA

Insuring America's Dental Health

LIFE IS COMPLICATED ENOUGH.

Dental benefits shouldn't be. But they should promote good oral health and save you money.

United Concordia's Preventive Incentive program does just that, without the extra hassle, increased costs and paragraphs of fine print to understand.

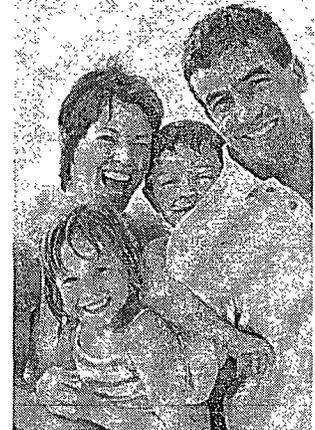
▶▶ **How It Works**

Preventive Incentive Defined:

Dental services that fall under Class I Diagnostic and Preventive will not count toward a member's annual plan maximum. These services include cleanings, exams, x-rays, palliative treatment, space maintainers, and fluoride treatments and sealants for dependent children.

▶▶ **More Benefits. More Smiles.**

With United Concordia's Preventive Incentive, you can receive necessary preventive dental checkups that are shown to detect not only tooth decay, but also signs of serious diseases. Since all standard United Concordia dental plans cover preventive care at 100% (for network services), you pay nothing and have more benefit dollars to use for other dental procedures. And the simplicity of the Preventive Incentive program means it's easy to understand and keep track of.

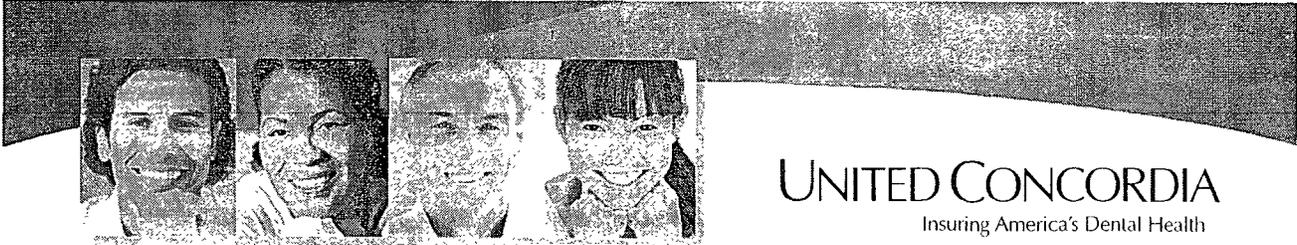


*Example Savings with United Concordia's Preventive Incentive**

Member Annual Preventive Care	Network Dentist Negotiated Fee	Member Pays	United Concordia Pays	Annual Maximum Remaining with Preventive Incentive	Annual Maximum Remaining without Preventive Incentive
2 Cleanings	\$88	\$0	\$88	\$1,000	\$912
2 Exams	\$40	\$0	\$40	\$1,000	\$872
1 Set of X-Rays	\$58	\$0	\$58	\$1,000	\$814
Fluoride Treatment (dependent child)	\$26	\$0	\$26	\$1,000	\$788
Sealants (dependent child)	\$26	\$0	\$26	\$1,000	\$762
Total	\$238	\$0	\$238	\$1,000	\$762

*For illustrative purposes only. Assumes services provided by United Concordia network dentists; savings will vary by dentist, service and geographic region.

**For more information on the Preventive Incentive,
call United Concordia at 1-888-884-8224.**



UNITED CONCORDIA
Insuring America's Dental Health

Notice of Privacy Policies and Practices (HIPAA)

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

OUR LEGAL DUTY

United Concordia Companies, Inc., and its subsidiaries (referred to as United Concordia) are committed to protecting your privacy and are required by applicable federal and state laws to maintain the privacy of your protected health information. "Protected health information" is your individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or a health care clearinghouse that relates to: (i) your past, present, or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present or future payment for the provision of health care to you.

This notice describes our policies and practices for collecting, handling, and protecting our members' protected health information. We are required to give you this notice about our privacy practices, our legal duties, and your rights concerning your protected health information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect 04/13/2003, and will remain in effect until we replace it.

We will continually review our privacy policies and practices and monitor our business practices to help ensure the security of our members' protected health information. Due to changing circumstances, it may become necessary to revise our privacy policies and practices and the terms of this notice at any time, provided that such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all protected health information that we maintain, including protected health information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and notify all affected members in writing in advance of the change.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

In order to administer our dental benefit programs effectively, we collect, use and disclose protected health information for certain of our activities, including payment and health care operations. The following is a description of how we may use and/or disclose protected health information about you for payment and health care operations:

Payment: We may use and disclose your protected health information to pay claims for services provided to you by dentists covered by your dental plan.

Health Care Operations: We may use and disclose your protected health information to determine our premiums for your dental plan, to conduct quality assessment and improvement activities, to engage in care coordination or case management, to manage our business and the like.

We may use and/or disclose your protected health information for all activities that are included within the definition of "payment" and "health care operations" but we have not listed in this notice all of the activities included within the definition of "payment" and "health care operations", so please refer to 45 C.F.R. § 164.501 for a complete list.

We also may use and disclose protected health information to other covered entities, business associates, or other individuals (as permitted by the HIPAA Privacy Rule) who assist us in administering our programs and delivering health services to our members.

Continued on page 2

Business Associates: In connection with our payment and health care operations activities, we contract with individuals and entities (called "business associates") to perform various functions on our behalf or to provide certain types of services (such as member service support, utilization management or subrogation). To perform these functions or to provide the services, business associates will receive, create, maintain, use, or disclose protected health information, but only after we require the business associates to agree in writing to contract terms designed to appropriately safeguard your information.

Other Covered Entities: In addition, we may use or disclose your protected health information to assist health care providers in connection with their treatment or payment activities, or to assist other covered entities in connection with certain of their health care operations. For example, we may disclose your protected health information to a health care provider when needed by the provider to render treatment to you, and we may disclose protected health information to another covered entity to conduct health care operations in the areas of quality assurance and improvement activities, or accreditation, certification, licensing or credentialing.

OTHER POSSIBLE USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

In addition to uses and disclosures for payment and health care operations, we may use and/or disclose your protected health information for the following purposes.

To Plan Sponsors: We may disclose your protected health information and the protected health information of others enrolled in your group dental plan to the plan sponsor to permit it to perform plan administration functions. Please see your plan documents for a full explanation of the limited uses and disclosures that the plan sponsor may make of your protected health information in providing plan administration functions for your group dental plan.

Benefits and Services: We may use your protected health information to contact you with information about dental-related benefits and services or about treatment alternatives that may be of interest to you. We may disclose your protected health information to a business associate to assist us in these activities.

Others Involved in Your Health Care: Unless you object, we may release protected health information about you to a friend or family member who is involved in your dental care or to someone who helps pay for your care. We may also disclose protected health information about you to an organization assisting in a disaster relief effort so that your family can be notified about your condition, status or location.

Research, Death: We may use or disclose our protected health information for research purposes in limited circumstances.

We may disclose the protected health information of a deceased person to a coroner, medical examiner, or funeral director.

Public Health and Safety: We may disclose your protected health information to the extent necessary to avert a serious and imminent threat to your health or safety or the health or safety of others. We may disclose your protected health information to a government agency authorized to oversee the healthcare system or government programs or its contractors, and to public health authorities for public health purposes. We may disclose your protected health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.

Required by Law: We may use or disclose your protected health information when we are required to do so by law. For example, we must disclose your protected health information to the U.S. Department of Health and Human Services upon request for purposes of determining whether we are in compliance with federal privacy laws. We may disclose your protected health information when authorized by workers' compensation or similar programs which provide benefits for work-related injuries or illness.

Process and Proceedings: We may disclose your protected health information in response to a court or administrative order, subpoena, discovery request, or other lawful process, under certain circumstances. Under limited circumstances, such as a court order, warrant, or grand jury subpoena, we may disclose your protected health information to law enforcement officials.

Law Enforcement: We may disclose limited information to a law enforcement official concerning the protected health information of a suspect, fugitive, material witness, crime victim or missing person. We may disclose the protected health information of an inmate or other person in lawful custody to a law enforcement official or correctional institution under certain circumstances. We may disclose protected health information where necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

Military and National Security: We may disclose to Military authorities the protected health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials protected health information required for lawful intelligence, counterintelligence, and other national security activities.

To You and on Your Authorization: We must disclose your protected health information to you, as described in the Individual Rights section of this notice, below. You may give us written permission to use your protected health information or to disclose it to anyone for any purpose. If you give us permission, you may change your mind at any time. Your decision to revoke your prior authorization will not affect any use

Continued on page 3

or disclosures made while it was in effect. Without your written permission, we may not use or disclose your protected health information for any reason except those described in this notice.

INDIVIDUAL RIGHTS

Right to Inspect and Copy: You have the right to inspect and copy protected health information that may be used to make decisions about your care. This includes dental records. To inspect and copy protected health information, you must submit your request in writing. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other costs associated with your request. We may deny your request to inspect and copy in certain limited circumstances. If you are denied access to protected health information, you may request a review of that decision.

Another health care professional will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your protected health information for purposes other than treatment, payment, health care operations and certain other activities. We will provide you with the date on which we made the disclosure, the name of the person or entity to which we disclosed your protected health information, a description of the protected health information we disclosed, the reason for the disclosure, and certain other information. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction Requests: You have the right to request that we place additional restrictions on our use or disclosure of your protected health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). To request restrictions, you must make your request in writing. In your request, you must tell us: (a) what information you want to limit; (b) whether you want to limit our use, disclosure or both; and (c) to whom you want the limits to apply, for example, disclosures to your spouse.

Confidential Communication: You have the right to request that we communicate with you about protected health information in a certain way or at a certain location. For example, you can ask that we only contact you at home or only by mail. To request confidential communications, you must make your request in writing. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests as long as it permits us to collect premiums and pay claims under your dental plan.

Amendment: You have the right to request that we amend your protected health information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be included in the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

Right to a Paper Copy of This Notice: You have the right to a paper copy of this notice, and you may ask us to give you a copy of this notice at any time. You may obtain an electronic copy of this notice at our website, www.unitedconcordia.com.

QUESTIONS AND COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact us using the information listed below.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your protected health information or in response to a request you made to amend or restrict the use or disclosure of your protected health information or to have us communicate with you in confidence by alternative means or at an alternative location, you may complain to us using the contact information listed below. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your dental information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Office: United Concordia Privacy Dept.
Telephone: (866) 215-2352 (Toll Free)
Fax: (717) 260-6899
Website: www.unitedconcordia.com
Address: 4401 Deer Path Road
Harrisburg, PA 17110

UNITED CONCORDIA COMPANIES, INC., AND SUBSIDIARIES

United Concordia Dental Plans, Inc.

United Concordia Dental Corporation of Alabama

United Concordia Dental Plans of California, Inc.

United Concordia Dental Plans of Delaware, Inc.

United Concordia Dental Plans of Florida, Inc.

United Concordia Dental Plans of Kentucky, Inc.

United Concordia Dental Plans of the Midwest, Inc.

United Concordia Dental Plans of Pennsylvania, Inc.

United Concordia Dental Plans of Texas, Inc.

United Concordia Insurance Company

United Concordia Life and Health Insurance Company

United Concordia Insurance Company of New York

January 21, 2010

Nancy Fantasia
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

**RE: City of Peoria – July 2010 Dental Renewal
Group Number 843859**

Dear Ms. Fantasia:

I would like to take this opportunity to thank you for your business and express our hopes that you will again choose United Concordia for your dental insurance.

Please allow this letter to serve as formal notification of the renewal rates effective July 1, 2010 through June 30, 2011.

Concordia Flex Plan 1,002 Employees	Current Rates	Renewal Rates
Employee Only (342)	\$27.82	\$30.46
Employee & One Dependent (243)	\$57.72	\$63.20
Employee & Family (417)	\$105.08	\$115.06

United Concordia has added the following benefit addition as standard coverage to our dental plans:

Analgesia (D9230): May be administered in lieu of IV sedation or General Anesthesia to:

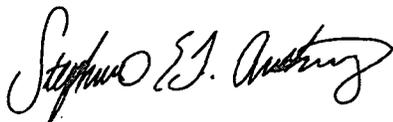
- Patients 12 years of age or younger
- Special Needs Patients (mentally disabled, patient has severe psychological disorders, etc.)

Non-IV Conscious Sedation (D9248): May be administered in lieu of IV sedation of General Anesthesia to:

- Patients 12 years of age or younger
- Special Needs Patients (mentally disabled, patient has severe psychological disorders, etc.)

If we are not contacted within thirty (30) days of the renewal date, payment of premium will constitute acceptance of renewal. If you have any questions regarding your renewal, please contact me at 602-667-2222 and I will be happy to assist you. We appreciate your business and look forward to providing dental benefits to you and your employees.

Sincerely,



Stephanie Anthony
Account Executive
United Concordia Dental

CC: The Segal Company

L CON 18808A

**United Concordia
Employee Dental Benefits Plan
P08-0110, LCON 18808A
Amendment #1
Renewal Rates (July 1, 2010 – June 30, 2011)**

CITY OF PEORIA, ARIZONA
A Municipal Corporation

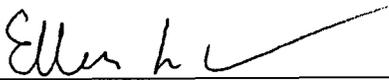


Bobbie Kimelton, Human Resources Manager
City of Peoria



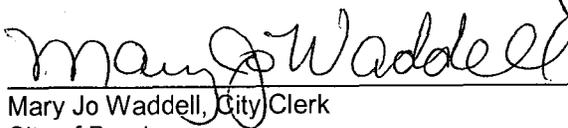
Herman Koebergen, Materials Manager
City of Peoria

Approved as to form:



Stephen M. Kemp, City Attorney
City of Peoria

Attested by:



Mary Jo Waddell, City Clerk
City of Peoria



3-26-10
Date

L CON 18808A

UNITED CONCORDIA

Insuring America's Dental Health

December 21, 2010

Nancy Fantasia
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

**RE: City of Peoria – July 2011 Dental Renewal
Group Number 843859**

Dear Ms. Fantasia:

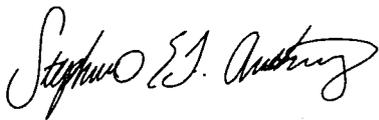
I would like to take this opportunity to thank you for your business and express our hopes that you will again choose United Concordia for your dental insurance.

We are pleased to offer your group a rate pass for the upcoming fiscal year. Please allow this letter to serve as formal notification of the renewal rates effective July 1, 2011 through June 30, 2012.

Concordia Flex Plan 993 Employees	Current Rates	Renewal Rates
Employee Only (311)	\$29.99	\$29.99
Employee & One Dependent (246)	\$62.22	\$62.22
Employee & Family (436)	\$113.28	\$113.28

If we are not contacted within thirty (30) days of the renewal date, payment of premium will constitute acceptance of renewal. If you have any questions regarding your renewal, please contact me at 602-667-2222 and I will be happy to assist you. We appreciate your business and look forward to providing dental benefits to you and your employees.

Sincerely,



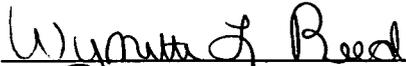
Stephanie Anthony
Account Executive
United Concordia Dental

CC: Hays Company

LCON18808B

**United Concordia
Employee Dental Benefits Plan
P08-0110, LCON 18808B
Amendment #2
Renewal Rates (July 1, 2011 – June 30, 2012)**

CITY OF PEORIA, ARIZONA
A Municipal Corporation



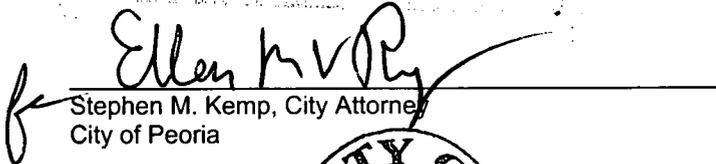
Wynette Reed, Human Resources Director
City of Peoria



Herman Koebergen, Materials Manager
City of Peoria

Approved as to form:

Ellen Van Riper, Assistant City Attorney



Stephen M. Kemp, City Attorney
City of Peoria



Attested by:



Wanda Nelson, City Clerk
City of Peoria

01/13/2011
Date

LCON18808B



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

Solicitation No. P08-0110 Page 1 of 2

Description: Employee Dental Benefits

Amendment No. Three (3) Date: 3/28/2012

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on June 30, 2012.

The new Contract Term is July 1, 2012 to June 30, 2013. The rates remain the same for the new contract term as per the attached letter dated December 19, 2011.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<i>Stephanie Anthony</i>	<i>4-2-12</i>	Stephanie Anthony, Sr Client Mgr	United Concordia
Signature	Date	Typed Name and Title	Company Name
2198 E. Camelback Road, Suite 260	Phoenix	AZ	85016
Address	City	State	Zip Code

Attested By:

Wanda Nelson
Wanda Nelson, City Clerk

Claudia Lujan

Director: Claudia Lujan, Interim HR Director

Nancy Fantasia 4/2/12

Department Rep: Nancy Fantasia, Benefits Administrator

Stephen M. Kemp

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 9, 2012, at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Management Supervisor



City Seal

Copyright 2003 City of Peoria, Arizona
(Rev 01/05/09)

Official File

L CON 18808C

UNITED CONCORDIA

Insuring America's Dental Health

December 19, 2011

Nancy Fantasia
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

**RE: City of Peoria – July 2012 Dental Renewal
Group Number 843859**

Dear Ms. Fantasia:

Thank you for choosing United Concordia as your dental insurer. We appreciate the opportunity to provide your employees with access to quality, affordable dental care.

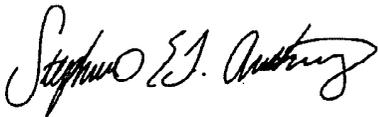
We are pleased to offer your group another rate pass for the upcoming fiscal year. Please allow this letter to serve as formal notification of the renewal rates effective July 1, 2012 through June 30, 2013.

Concordia Flex	Employees by Tier	Current Rates	Renewal Rates
Employee Only	280	\$29.99	\$29.99
Employee + One Dependent	215	\$62.22	\$62.22
Employee + Family	434	\$113.28	\$113.28

Please note that the renewal of your dental program is contingent upon your group satisfying United Concordia's enrollment and underwriting requirements. If we are not contacted within thirty (30) days of the renewal date, payment of premium will constitute acceptance of the contract.

We appreciate your business and remain committed to providing excellent Account Management, customer service and quality dental care programs. If you have any questions or need any additional benefit supplies, please contact me at (602) 667-2222.

Sincerely,



Stephanie Anthony
Senior Client Manager
United Concordia Dental

CC: Hays Company



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

Solicitation No. P08-0110 Page 1 of 2

Description: Employee Dental Benefits

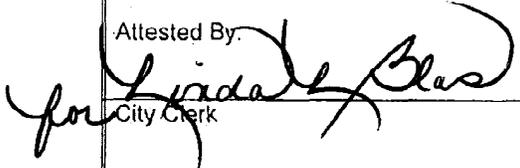
Amendment No. Four (4) Date: 2/14/2013

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on June 30, 2013.

The new Contract Term is July 1, 2013 to June 30, 2014. The rates remain the same for the new contract term as per the attached letter dated January 4, 2013.

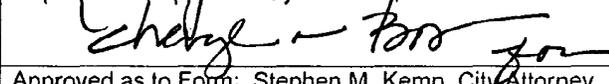
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

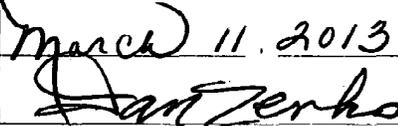
	2-21-13	Stephanie Anthony, Sr Client Mgr	United Concordia
Signature	Date	Typed Name and Title	Company Name
2198 E. Camelback Road, Suite 260	Phoenix	AZ	85016
Address	City	State	Zip Code

Attested By: 
City Clerk



CC Number
LCON18808D
Contract Number

	Director: Julie Ayers, Human Resources Director
	Department Rep: Nancy Fantasia, Benefits Administrator
	Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
March 11, 2013 at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev. 01/05/09)

Official File

UNITED CONCORDIA

Insuring America's Dental Health

January 4, 2013

Nancy Fantasia
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

**RE: City of Peoria – July 2013 Dental Renewal
Group Number 843859**

Dear Ms. Fantasia:

Thank you for choosing United Concordia as your dental insurer. We appreciate the opportunity to provide your employees with access to quality, affordable dental care.

We are pleased to offer your group another rate pass for the upcoming fiscal year. Please allow this letter to serve as formal notification of the renewal rates effective July 1, 2013 through June 30, 2014.

Concordia Flex	Employees by Tier	Current Rates	Renewal Rates	Renewal Rates With UCWellness
Employee Only	286	\$29.99	\$29.99	\$30.44
Employee + One Dependent	203	\$62.22	\$62.22	\$63.15
Employee + Family	455	\$113.28	\$113.28	\$114.98

We are pleased to offer your employees access to our new network, Alliance. At renewal your members can start utilizing this new network. This will provide employees with an expanded selection of in-network dentists that will help lower claim costs, reduce out-of-pocket expenses and increase member satisfaction.

In addition, I have included rates to add our UCWellness program as a rider to your dental plan. UCWellness combines enhanced dental coverage with education to encourage members with diabetes to get the dental services they need to prevent and treat gum disease. This dental treatment can lead to reduced medical and prescription drug costs from fewer doctor's visits and hospital admissions. I have attached a brochure for your review. Please let me know if you are interested in hearing more about this beneficial enhancement.

There is no need to return any paperwork in order to process this renewal; payment of the above renewal premiums will constitute acceptance of the United Concordia dental program and rates. However, if you choose not to renew your contract, please notify me at least 30 days prior to your renewal date.

We appreciate your business and remain committed to providing excellent Account Management, customer service and quality dental care programs. If you have any questions or need anything additional, please contact me at (602) 667-2222.

Sincerely,

Stephanie Anthony
Senior Client Manager
United Concordia Dental
CC: Hays Company