



**Solstice Benefits, Inc.**  
**Enrolling Group Dental Insurance Contract**

Policyholder / Enrolling Group: City of Delray Beach  
Enrolling Group Number: 14058  
Dental Policy Number: 11327  
Policy Effective Date: 10/1/2024  
Policy Anniversary Date / Term of Contract: 9/30/2025  
Premium Due Dates: 1<sup>st</sup> day of each month

Solstice Benefits, Inc. ("Solstice") is a Life and Health Insurer pursuant to the Florida Insurance Code, authorized to write the Accident and Health, Prepaid Limited Health Services Organization and Discount Medical Plan Organization lines of business.

Solstice agrees to insure certain members of the Enrolling Group under the Plan(s) and at the rates indicated below:

Dental Plan(s): Solstice PPO 11327

**Dental Rates:**

Employee =	Solstice PPO 11327: \$35.38
Employee & Spouse =	Solstice PPO 11327: \$69.93
Employee & Child(ren) =	Solstice PPO 11327: \$77.31
Employee & Family =	Solstice PPO 11327: \$112.05

Notice: Any insurance benefits will apply to an Eligible Person only if the Eligible Person: (a) has elected that benefit, and (b) has a Solstice Identification Card that shows the election of that benefit.

The Policy is issued based on the Enrolling Group's application, a copy of which is attached hereto, and payment of the required Premiums. The Enrolling Group's application is made part of the Policy. The first Premium is due on the Policy Effective Date. Subsequent Premiums will be due on the dates stated above at the following address:

**Post Office Box 19199**  
**Plantation, Florida 33318-0199**

All periods of time under this Policy will begin and end at 12:01 a.m. local time based on the Enrolling Group's address.

Leonard Weiss

President



**1. Enrolling Group Contract/Policy** – The entire Policy consists of the following:

Part A – Enrolling Group Dental Insurance Contract (“Enrolling Group Contract”).

Part B – Certificate of Coverage.

Part C - Schedule of Benefits.

Part D - All applications including, but not limited to, the attached copy of the Enrolling Group’s application, and the Subscriber enrollment forms.

Part E - Any Endorsements, Amendments and/or Riders to any or all of the above (when applicable).

**2. Amendments, Riders, and Waivers**

Amendments to the Policy are effective after a forty-five (45) day written notice to the Enrolling Group. Riders are effective on the date specified by Solstice. No change will be made to the Policy unless it is made by an Amendment or a Rider that is signed by an officer of Solstice and the Enrolling Group.

Only a duly authorized officer of Solstice may waive any provision of this Policy. Any waiver must be in writing. A waiver of one provision does not constitute a waiver of any other. A failure to enforce any provision of the Policy is not a waiver of such provision. A failure to exercise any option provided in the Policy is not a waiver of such option.

Solstice will not be bound by any promise or representation made by any other person. No agent, broker or Solstice representative other than a Solstice officer, has any authority to change this Policy, extend the time for payment, or waive any provision of this Policy.

**3. Initial Term**

This Policy shall begin at 12:01 a.m. local time at the Enrolling Group’s address on the Effective Date as set forth on the Cover Page to this Enrolling Group Contract. The Policy shall extend for an initial term of twelve (12) months after the Effective Date (“Initial Term”).

**4. Renewal Term**

This Policy is renewable at the option of the Enrolling Group at the end of the Initial Term for an additional term of twelve (12) months, and at the end of each twelve (12) month period thereafter “Renewal Term” for up to 48 months. Solstice may modify, change, or amend the Policy, including, but not limited to, changes to Premium rates, for each Renewal Term. Solstice will offer terms of renewal a minimum of forty-five (45) days in advance of the Policy’s Anniversary Date. Any such modifications, changes, or amendments shall be subject to the Enrolling Group’s acceptance. After an authorized officer of the Enrolling Group signs such modifications, changes, or amendments, they shall be made part of the Policy. The renewal Policy shall be accepted and approved without the Enrolling Group’s signature when the Enrolling Group makes payment to Solstice of the first Premium due for the renewal Policy.

For small groups, any modification will be consistent with Florida’s Employee Health Care Access Act and will be effective on a uniform basis among group Dental plans with the coverage.

**5. Premium**

The Premium is the amount Solstice charges for insurance under this Policy. The rates for the particular Dental benefits are as listed on Cover Page of this Enrolling Group Contract.

Premiums are payable on the dates shown on the Cover Page of this Enrolling Group Contract. Each monthly payment will pay for the insurance then in force under this Policy for a period of one (1) month.



If Solstice receives any Premium that was not due, Solstice will refund it to the Enrolling Group. The Enrolling Group must advise Solstice within two (2) months of the payment in question that the payment was not due. Premiums not due include, but are not limited to, Premiums paid for a period of time a Covered Person's coverage was not in force.

## **6. Enrollment**

Solstice will provide enrollment forms to Subscribers. Subscribers must complete and submit the enrollment forms for processing. Subscribers may be able to enroll online. The Enrolling Group is responsible for advising Subscribers of their enrollment rights under the Policy. The Enrolling Group shall be responsible for the verification and security of all enrollment information.

## **7. Required Notice of Enrollment Changes**

Prior to the month of coverage, Solstice generates monthly invoices for the Enrolling Group. The invoice includes a complete list of Covered Persons reflected in Solstice's records. The Enrolling Group shall report any changes in enrollment to Solstice no later than at the time of remittance of the invoiced Premiums. Any adjustment in Premiums as a result of a change in enrollment shall be reflected in the next monthly invoice. For an ineligible member, the Enrolling Group agrees that it may receive: (a) a credit for Premiums paid, or (b) relief from liability for unpaid but accrued Premiums. The Enrolling Group must notify Solstice within two (2) months of the date eligibility ceased. The Enrolling Group further agrees that such credit shall be limited to no more than two (2) months prior to Solstice's receipt of such notice.

## **8. Governing Law**

The Policy shall be governed by the laws of the State in which it is issued and any applicable federal laws. Any provision in this Policy that conflicts with state or federal law(s) is automatically corrected to match the minimum requirements of such state and federal law(s).

## **9. Grace Period**

A Grace Period of thirty (30) days following the first unpaid month of benefits provided will be allowed for the payment of any Premium, except the first Premium. The Policy stays in force during a Grace Period. Full payment must be received by the thirtieth (30th) day of the Grace Period.

If the Enrolling Group sends Solstice a notice of termination during the grace period, the Enrolling Group must pay Premiums for any period that the Policy was in force. This includes the pro rata share of the Grace Period. If the Policy terminates for the Premium not being paid, all unpaid Premiums are due as well as the Premium due for the Grace Period.

## **10. Termination of Contract**

We may discontinue or nonrenew this Policy upon at least forty-five (45) days prior written notice to the Enrolling Group for one or more of the following reasons:

- A. The Enrolled Group has failed to pay Premiums or contributions in accordance with the terms of the Policy, or we have not received timely Premium payments.
- B. The Enrolled Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Policy.
- C. The Enrolled Group has failed to comply with a material provision of the Plan which relates to rules for employer contributions or group participation.
- D. The Enrolling Group has not obeyed the rules relating to employer contribution or group participation rules as the law permits.

- E. We cease to offer a particular type of coverage in a market.
- F. There is no longer any Covered Person who lives, resides, or works in our service area or in the area in which we are authorized to do business, and, in the case of small groups, we would deny enrollment with respect to such plan under Florida's Employee Health Care Access Act.

If we discontinue Dental coverage in a market, then we will provide notice of discontinuation to each affected Enrolled Group and Subscriber at least ninety (90) days prior to the date of discontinuation. We will also offer each affected Enrolled Group the option to purchase all, or in the case of a large group, any other Dental insurance coverage currently offered by us in the market.

If we discontinue offering Dental coverage in the small or large group markets, then we will provide notice of discontinuation to each affected Enrolled Group and Subscriber at least one hundred eighty (180) days prior to the date of discontinuation.

In exercising the option to discontinue Coverage, we will act uniformly without regard to claims experience or any health-status-related factor.

#### **11. Incontestability**

This Policy may not be contested after it has been in force for two (2) years after the Policy Effective Date. This Policy may be contested at any time for nonpayment of Premium or fraudulent misrepresentation.

#### **12. Reinstatement of Contract**

The Enrolling Group may apply for reinstatement of the Policy that terminated due to failure to pay the Premium by the end of its Grace Period. The Enrolling Group must request reinstatement from Solstice in writing on the Enrolling Group's letterhead. The Enrolling Group must pay all past due Premiums, the current month's Premium, and a reinstatement fee of \$25.00 to Solstice. All payments must be submitted within thirty (30) days of the request. If Solstice, in its sole discretion, accepts any partial payment of past due Premium, it shall be applied to the most overdue Premium on the account.

If Solstice reinstates the Policy, the coverage provided would resume as of the date the Policy was terminated. Solstice may require the Enrolling Group to authorize automatic electronic fund transfers for payment of Premiums. If Solstice does not reinstate the Policy, Solstice will notify the Enrolling Group in writing within forty-five (45) days of our receipt of the request for reinstatement. If we fail to provide timely notice of our decision, the Policy will be automatically reinstated. Solstice will refund any Premium not earned that was submitted. The refund will be sent with the denial for reinstatement.

#### **13. Misstatement of Facts**

No misrepresentation shall avoid this contract or defeat recovery under the Policy unless such misrepresentation was material. No misrepresentation shall be deemed material unless knowledge by Solstice of the facts misrepresented would have led to a refusal to make such contract. All statements made by the Enrolling Group or by a Subscriber will, in the absence of fraud, be deemed representations and not warranties. Any statement must be in writing and signed by the Enrolling Group, Subscriber, or on the Subscriber's behalf.

If any relevant facts about insured were not accurate, Solstice, at its discretion, may adjust Premiums due under this Policy. The facts will decide whether and in what amount insurance is valid under this Policy.

#### **14. Information**

The Enrolling Group shall maintain its own records of transactions relating to this Policy, including, but not limited to, the following:



- A. The names of all Covered Persons.
- B. The date upon which each Covered Person became covered under this Policy.
- C. The effective date of any change in a Covered Person's insurance under this Policy.

The Enrolling Group shall furnish Solstice with a copy of such records upon request. The Enrolling Group shall immediately report any change to such records to Solstice. Solstice has the right to inspect any records of the Enrolling Group that Solstice deems relevant to the administration of its benefits. Support for such records may include state and federal withholding forms.

Employees and/or their Dependents shall be enrolled on forms approved by Solstice.

Error on behalf of the Enrolling Group in furnishing information will not invalidate insurance that should have become effective.

The Enrolling Group reporting errors will not continue, or extend insurance which should have terminated, or create insurance for which an employee or dependent was not eligible under this Policy. Premiums shall be paid, credited or offset as appropriate when such errors are detected.

This Policy does not replace, nor does it affect any requirements for worker's compensation coverage.

#### **15. COBRA Administrative Services Provision**

The Enrolling Group is responsible for all aspects of the administration of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and applicable state law, with respect to the group Dental coverage provided by the Group Plan. To the extent required by COBRA, and upon timely receipt of Premiums and proper Enrollment Forms, Solstice will provide coverage to the Qualified Beneficiaries after the period that their coverage would normally cease under the Policy. If the Enrolling Group or the Covered Person fails to meet any obligations under the Policy and COBRA, Solstice will not be liable for any claims of the Covered Person after his or her termination of coverage.

#### **16. Relationship between the Parties**

The relationship between Solstice and the Enrolling Group is strictly a contractual relationship. The Enrolling Group is not an agent or employee of Solstice. Solstice and its employees are not agents or employees of the Enrolling Group.

#### **17. Fiduciary Responsibilities**

The Enrolling Group or its designated administrator retains fiduciary responsibility for compliance with all local, state, and federal laws and regulations applicable to the Enrolling Group and/or its employee benefit plan in connection with this contract.

To the extent permitted by law and subject to the constraints of Florida Statute 768.28, the Enrolling Group shall defend, indemnify and hold harmless Solstice, its affiliates and subsidiaries, and each of its respective directors, officers, agents, and employees ("Indemnified Parties") from and against all claims, demands, losses, liabilities, expenses, damages, costs and attorney's fees which the Indemnified Parties may directly or indirectly suffer or incur by reason of the Enrolling Group's breach of such fiduciary responsibilities with regard to the employee benefit plan under which the benefits under this contract are provided and/or the Enrolling Group's failure to comply with local, state, and federal laws or its obligations under the contract. These responsibilities include, but are not limited to, the Enrolling Group's obligation regarding coverage for Medicare-eligible employees and dependents, non-discrimination, continuation of coverage notices, documentation, and all other obligations under ERISA, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Internal Revenue Code, as such laws and regulations thereto may be amended from time to time.



## **18. Notice**

Any notice given by Solstice under this Policy shall be sufficient and effective for all purposes if and when mailed to either the following:

City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

The Enrolling Group shall act as agent for all Subscribers to receive all notices to them hereunder and shall promptly notify Subscribers. Each Subscriber shall also serve as an agent of each of his or her Dependents to forward all notices to them. It shall be the responsibility of the Enrolling Group to deliver to each Subscriber a Certificate of Coverage; Solstice will furnish said Certificates to the Enrolling Group for distribution. It shall also be the responsibility of the Enrolling Group to promptly notify all Subscribers of the termination of this contract. In case of changes in the contract, specifically the Certificate of Coverage, any notice to the Enrolling Group by Solstice will constitute notice to all Subscribers, and

Solstice need give no further notice to any Subscriber in order to effectuate such a change. Should it be deemed appropriate, Solstice reserves the right to notify/contact any and all Subscribers regarding Dental benefits and changes to them without liability to the Enrolling Group.

## **19. Fiscal Funding**

The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

## **20. Inspector General**

Solstice is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Solstice and its subcontracto

rs and lower tier subcontractors. Solstice understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Solstice or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Enrolling Group to be a material breach of this Agreement justifying its termination.

## **21. E-Verify**

By entering into this Agreement, Solstice acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Solstice affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Solstice, Solstice may be prohibited from conducting future business with the Enrolling Group or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of Solstice.

## **22. Public Records**

**IF SOLSTICE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SOLSTICE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

- a. Solstice shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the Enrolling Group to perform the service.
  - ii. Upon request from the Enrolling Group's custodian of public records, provide Enrolling Group with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Solstice does not transfer the records to Enrolling Group.
  - iv. Upon completion of the Agreement, transfer, at no cost, to Enrolling Group all public records in possession of Solstice or keep and maintain public records required by Enrolling Group to perform the service. If Solstice transfers all public records to Enrolling Group upon completion of the Agreement, Solstice shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Solstice keeps and maintains public records upon completion of the Agreement, the Solstice shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Enrolling Group, upon request from the Enrolling Group's custodian of public records, in a format that is compatible with the information technology systems of Enrolling Group.
  - v. If Solstice does not comply with this section, Enrolling Group shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

## **23. Compliance with Fla. Stat. 787.06(13)**

Pursuant to Florida Statute §787.06(13), Solstice has provided to Enrolling Group an affidavit executed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that Solstice does not use coercion for labor or services as defined in the statute.

## **24. Discriminatory Vendor List**

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Solstice represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

## **25. Scrutinized Companies**





Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

- a. By entering into this Agreement, Solstice certifies that Solstice is not on the Scrutinized Companies that Boycott Israel List, and that Solstice is not engaged in a boycott of Israel.
- b. Solstice shall notify Enrolling Group if, at any time during the term of this Agreement, Solstice is placed on the Scrutinized Companies that Boycott Israel List, or that Solstice is engaged in a boycott of Israel. Such notification shall be in writing and provided by Solstice to Enrolling Group within ten (10) days of the date of such occurrence.
- c. In the event Enrolling Group determines, using credible information available to the public, that Solstice has submitted a false certification or Solstice is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, Enrolling Group may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Solstice, pursuant to Section 287.135, Florida Statutes. In addition, Enrolling Group may pursue any and all other legal remedies against Solstice.
- d. Solstice shall not seek damages, fees, or costs against Enrolling Group in the event Enrolling Group terminates the Agreement pursuant to this provision.

## **26. Convicted Vendor List**

By its execution of this Agreement, Solstice acknowledges that it has been informed by Enrolling Group of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

- a. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

## **27. Applicable Federal, State, and Local Law**

Solstice and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Solstice agrees to provide to Enrolling Group all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. Solstice's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

## **28. Personal Identifying Information**

Section 287.138, Florida Statutes, prohibits Enrolling Group from entering in to a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern. Solstice has provided Enrolling Group with an affidavit





signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

**IN WITNESS WHEREOF**, Enrolling Group and Solstice executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Katerri Johnson, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

SOLSTICE BENEFITS, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_ OR Produced Identification \_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_