



State of Wisconsin
Department of Employee Trust Funds
4822 Madison Yards Way
Madison, WI 53705-9100
P. O. Box 7931
Madison, WI 53707-7931

Contract by Authorized Board

Commodity or Service:

Third Party Administration of Uniform Dental Benefits

Contract No./Request for Proposal No:

ETJ0045 dated July 16, 2021

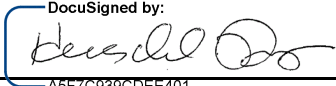
Authorized Board: Group Insurance Board (GIB)

Contract Period: January 1, 2022 – December 31, 2026 with the option for renewal for two (2) additional two (2)-year terms.

1. This Contract is entered into by the State of Wisconsin Department of Employee Trust Funds (Department) on behalf of the State of Wisconsin Group Insurance Board (Board), and Delta Dental of Wisconsin, Inc. (Contractor). Contractor's address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of this Contract by reference.
3. For purposes of administering this Contract, the order of precedence is:
 - (a) This Contract dated July 16, 2021;
 - (b) Exhibit A documenting clarifications to the Department Terms and Conditions (RFP Appendix 2) and Program Agreement (RFP Appendix 5);
 - (c) Exhibit B documenting additional covered CDT codes and changes to the Program Agreement (RFP Appendix 5);
 - (c) Department Terms and Conditions dated May 1, 2019 (RFP Appendix 2);
 - (d) Program Agreement (RFP Appendix 5);
 - (e) Contractor's Best and Final Offer dated 12.3.2020 Corrected (003);
 - (f) Request for Proposal (RFP) ETJ0045 dated April 15, 2020; and
 - (g) Contractor's proposal dated October 1, 2020.

Contract Number & Service: ETJ0045 Third Party Administration of Uniform Dental Benefits

This Contract shall become effective upon the date of last signature below (the "Effective Date").

State of Wisconsin Department of Employee Trust Funds	
Authorized Board: Group Insurance Board	
By (Name): Herschel Day	
Signature:	DocuSigned by: 
Date of Signature:	A5F7C939CDEE401... 7/20/2021
Contact A. John Voelker, ETF Secretary, if questions arise: (608) 266-9854	


Contractor	
Legal Company Name:	Delta Dental of Wisconsin, Inc.
Trade Name:	
Taxpayer Identification Number:	39-6094742
Contractor Address (Street Address, City, State, Zip):	2801 Hoover Road Stevens Point, WI 54481
Name & Title (print name and title of person authorized to legally sign for and bind Contractor):	David Peterson, Chief Growth & Strategy Officer
Signature:	DocuSigned by: 
Date of Signature:	1F843BF98B6645D... 7/16/2021
Email:	dave.peterson@deltadentalwi.com
Phone:	715-343-7618

Exhibit A

Clarifications agreed to by the Parties to RFP ETJ0045 Appendix 2 – Department Terms and Conditions and Appendix 5 – Program Agreement. For any future question of interpretation, disagreement, or dispute of the Department Terms and Conditions and their application to the terms of this Contract, the Parties may use Section 13 (Contract Dispute Resolution) of the Department Terms and Conditions for discussion and resolution.

#	Document/Section	Section Description	Clarification
1	Appendix 2 Section 3.0	Legal Relations	The parties clarify that the following sentence will not apply to actions of the Contractor taken at the direction of the Department. The Contractor accepts full liability and agrees to hold harmless the State, the Department's governing boards, the Department, its employees, agents and contractors for any act or omission of the Contractor, or any of its employees, in connection with the Contract.
2	Appendix 2 Section 5.0	Contractor Performance	Regarding the language: The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the Department's satisfaction; the Department's decision in that regard shall be final and conclusive. The parties clarify that if a performance issue is subject to a reporting and performance standard in Appendix 5, then Appendix 5 is the standard by which the item is measured.
3	Appendix 2 Section 12.0	Liquidated Damages	The parties clarify that if a reporting and performance issue is subject to a performance standard in Appendix 5, then Appendix 5 is the standard by which the item is measured.
4	Appendix 2 Sections 17.0 and 18.0	Termination for Cause and Remedies of the Department	The parties clarify that Sections 17.0 and 18.0, when read together provide for a 7-day cure period (18.0) and a 30-day written notice requirement for failure to cure (17.0).
5	Appendix 2 Section 21.0	Ownership of Materials	Contractor will comply with all Wisconsin and Federal information records retention laws.
6	Appendix 5 Section 1.2.3	Promotional Material/Forms	Contractor will submit all drafts of literature, forms, and video presentations regarding the Program that will be provided to members and Employers to the Department for approval prior to use. Contractor agrees that all unique literature and other written or visual aids that are developed by the Contractor on the Program specifically for the Department and that do not use pre-prepared content or content that is not unique to the Program is the property of the Department and Contractor will not retain any proprietary or literary rights to such unique and specifically prepared literature and materials. Contractor also agrees that any intellectual property, such as trademarks or logos, owned by each of the parties prior to entering into the proposed transaction will remain the property of each such party. However, much of the content of materials, forms, and presentations related to dental benefit plans is standard dental benefit and policy language and is replicated for many customers of Contractor in its business of providing dental insurance and dental benefits administration. That content is not unique to the Program or the Department but rather is applicable to any dental benefits program that Contractor administers and Contractor is not in a position to grant the Department proprietary rights in such nonunique written or visual materials or information used by Contractor in the Program.

Exhibit B

1. Add to RFP ETJ0045 Form H, Tab H-3 Average Reimbursement, CDT Codes
On all teeth, anterior (front) and posterior (back) teeth there will be 100% coverage for composite/resin (tooth colored) fillings as follows:
 - D2391 resin-based composite – one surface, posterior
 - D2392 resin-based composite – two surfaces, posterior
 - D2393 resin-based composite – three surfaces, posterior
 - D2394 resin-based composite – four or more surfaces, posterior

2. Delete ETJ0045 Appendix 5 – Program Agreement 1.5.1 Performance Standards and Penalties
Add ETJ0045 Appendix 5 – Program Agreement 1.5.1 Performance Standards and Penalties

1.5.1 Performance Standards and Penalties

The Contractor shall meet or exceed the performance standards listed below. For each standard not achieved during each calendar quarter, the Contractor may be assessed the penalty listed below. Penalties will be calculated by the Department and paid by the Contractor quarterly. The penalties assessed shall not exceed ten percent (10%) of the administrative fee paid by the Department to the Contractor in the same quarter.

Performance Standard	1.5.1 A. Performance Measure	Required Threshold	Penalty
FILE TRANSFERS, ENROLLMENT/DISENROLLMENT, and ID CARDS, etc.			
Inquiry from ETF Staff on behalf of another agency	Acknowledge within one (1) Business Day.	95%	1% of quarterly admin fee at risk.
	Complete response within 5 Business Days.	95%	
Telephone access for Members	Available 7:30 AM-5PM CST Monday-Thursday, 7:30AM-4:30PM CST Friday, except legal State holidays and mutually agreed upon yearly Contractor Holiday Schedule	98%	1% of quarterly admin fee at risk.
Department Enrollment (File Transfer)	Upload enrollment files successfully, as scheduled	99%	1% of quarterly admin fee at risk.
Department Enrollment	Open enrollment - Complete enrollment by February 1 each year.	98%	1% of quarterly admin fee at risk.

	New hire or change in eligibility enrollments within ten (10) Business Days of receipt of completed paperwork.	98%	
Census file accuracy	Reconcile to Department payroll records within five (5) Business Days of receipt.	99%	1% of quarterly admin fee at risk.
ID cards to member	Open Enrollment: Provide ID cards to Members as soon as possible, preferably by January 1 of each year, but in no case later than February 1 of each year (the threshold applies to the February 1 date).	98%	1% of quarterly admin fee at risk.
	New Hire or life event changes: Provide ID cards to Members within 10 Business Days of processing the enrollment or change.	98%	
Disenrollment	Process all disenrollments within five (5) Business Days of receipt.	98%	1% of quarterly admin fee at risk.
CLAIMS QUALITY:			
Financial payment accuracy	Accuracy of paid benefit dollars. Calculated as the total amount of claim dollars paid correctly, divided by the total claim dollars paid, expressed as a percentage.	>99.0%	1% of quarterly admin fee at risk.
Claim Processing Accuracy	Incidence of claims processed without any error. Calculated as the total number of claims processed correctly divided by the total number of claims processed.	>97.0%	1% of quarterly admin fee at risk.

	<p>Processed is defined as the handling of a claim by paying, denying or closing it through a request for additional information.</p> <p>The claims processing accuracy measure recognizes all claim errors, not just errors that result in an under or over payment.</p>		
CLAIMS TIMELINESS:			
Turnaround Time (TAT)	The timeliness of claims processing. TAT is measured from the date a claim is received to the date it is adjudicated (paid, denied or pending.)	<p>>90% in 14 calendar days</p> <p>>99% in 30 calendar days</p>	1% of quarterly admin fee at risk.
CUSTOMER SERVICE:			
Call answered rate	The timeliness of customer service call answer	<35 seconds	1% of quarterly admin fee at risk.
Call abandonment rate	The percentage of calls that are abandoned before answer	Abandoned phone call rate is at 3% or less	1% of quarterly admin fee at risk.
First Call Resolution	First call resolution will be measured quarterly and is defined as a call that is resolved during or after the call is received and does not result in a follow-up call from the member or the contractor regarding the same issue within thirty (30) Calendar Days of the first call.	Service issues resolved on first phone call 98% of the time.	1% of quarterly admin fee at risk.
Response to Written Inquiry	The average time it takes to respond to written inquiries. Measured from the time a written inquiry is received until the inquiry is handled.	Response to written communication averages three (3) Business Days or less.	1% of quarterly admin fee at risk.

<p>Quality Assurance Review</p>	<p>The percentage of phone calls which are reviewed by leadership staff (lead worker, supervisor, manager, etc.) to ensure accurate information was given to State of Wisconsin members and appropriate coaching and training is given to any customer service representatives who fail to accurately respond to member inquiries or concerns. Calculated by taking # of calls monitored divided by total number of calls received for the State of Wisconsin queue.</p>	<p>At least 5% of calls are reviewed for accuracy and quality. This must be completed on a quarterly basis and reported to ETF.</p>	<p>1% of quarterly admin fee at risk.</p>
<p>MEMBER SATISFACTION:</p>			
<p>Member Satisfaction</p>	<p>The percent of responses to the member satisfaction survey indicating either satisfied or very satisfied.</p>	<p>>80%</p>	<p>1% of quarterly admin fee at risk.</p>
<p>Member Complaint Rate</p>	<p>Percent of incoming calls from members, or from others on behalf of a member, which are indicating unsatisfactory or unacceptable service or situations. Number of dissatisfied callers divided by the total number of calls received for the State of Wisconsin queue.</p>	<p>Less than 2% of members file complaints</p>	<p>1% of quarterly admin fee at risk.</p>
<p>Response to Formal Complaint Rate</p>	<p>The average time it takes to respond to complaints. If the complaint is written, phone or e-mail contact acknowledging receipt of the complaint must be attempted within one (1) Business Day</p>	<p>Average time to respond to complaints is one (1) Business Day or less. Proposed resolution to be shared with ETF</p>	<p>1% of quarterly admin fees at risk.</p>

	of receipt of the complaint. Final resolution must be shared with ETF and complainant within three (3) Business Days of the initial complaint. Measured from the time a formal complaint is received until the inquiry is handled.	within three (3) Business Days.																									
Website Availability	The amount of time that Contractor's website is unavailable in a given month must not exceed 6 non-peak hours. Total time in minutes that the website is unavailable.	Contractor's website cannot be unavailable for full participant access for more than 6 non-peak hours per month.	1% of quarterly admin fees at risk.																								
Network Utilization	The guarantee will apply to all ETF participants. The measurement tool will be the ratio of in-network paid claim dollars over total paid claim dollars for the calendar year. Parameters will be as follows:	94% or higher	<p>IN-NETWORK UTILIZATION (BASED ON PPO AND PREMIER)</p> <table border="1"> <thead> <tr> <th>Utilization Level</th> <th>Admin. at Risk</th> </tr> </thead> <tbody> <tr> <td>94% or higher</td> <td>N/A</td> </tr> <tr> <td>92% to 93.3%</td> <td>\$10,000</td> </tr> <tr> <td>90% to 91.9%</td> <td>\$20,000</td> </tr> <tr> <td>88% to 89.9%</td> <td>\$30,000</td> </tr> <tr> <td>Below 88%</td> <td>\$40,000</td> </tr> </tbody> </table>	Utilization Level	Admin. at Risk	94% or higher	N/A	92% to 93.3%	\$10,000	90% to 91.9%	\$20,000	88% to 89.9%	\$30,000	Below 88%	\$40,000												
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Claim Cost	Claim cost guarantee assumes the benefit plan design outlined in the current Uniform Dental Benefits. The claim cost guarantee is in effect only if there have been no material changes in number of covered employees, location and enrollment mix of subscribers. Material change is defined as plus or minus 10% of covered employees, new locations added to the plan, or a change in enrollment	<p>Year 1: \$54.70</p> <p>Year 2: \$55.25</p>	<p>CLAIMS COST PEPM</p> <p>YEAR 1: BEST ESTIMATE \$54.70 3.1% MARGIN: \$56.40</p> <p>YEAR 2: BEST ESTIMATE: \$55.25 4.1% MARGIN: \$57.50</p> <table border="1"> <thead> <tr> <th>Claims PEPM *</th> <th>YEAR 1</th> <th>YEAR 2</th> <th>Admin. At Risk</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$56.40 or less</td> <td>\$57.50 or less</td> <td>N/A</td> </tr> <tr> <td></td> <td>\$56.40 - \$57.52</td> <td>\$57.51 - \$58.75</td> <td>\$10,000</td> </tr> <tr> <td></td> <td>\$57.53 - \$58.68</td> <td>\$58.76 - \$59.82</td> <td>\$20,000</td> </tr> <tr> <td></td> <td>\$58.69 - \$59.85</td> <td>\$59.83 - \$61.02</td> <td>\$30,000</td> </tr> <tr> <td></td> <td>\$59.86 or higher</td> <td>\$61.03 or higher</td> <td>\$40,000</td> </tr> </tbody> </table>	Claims PEPM *	YEAR 1	YEAR 2	Admin. At Risk		\$56.40 or less	\$57.50 or less	N/A		\$56.40 - \$57.52	\$57.51 - \$58.75	\$10,000		\$57.53 - \$58.68	\$58.76 - \$59.82	\$20,000		\$58.69 - \$59.85	\$59.83 - \$61.02	\$30,000		\$59.86 or higher	\$61.03 or higher	\$40,000
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	mix of plus or minus 5%. Reported quarterly; assessed based on full calendar year experience.		* Claim cost estimates include a margin over trended group claims. OR: Year 2 is 1% Trend and 4.1% Margin over Year 1 Actual
Frequency	1.5.1B Reports	Penalty	
Due to the Department by the 15 th of the month following the end of each Quarter	<ul style="list-style-type: none"> • Inquiry from ETF Staff • Telephone access for Members • File Transfers, • Enrollment/Disenrollment and ID Cards, etc: • Department Enrollment (File Transfer) • Department Enrollment (Open enrollment, New hire or change in eligibility enrollments) • Census file accuracy • ID cards to member • Disenrollment • Claims Quality: Financial payment accuracy Claims processing accuracy • Claims Timeliness: Turnaround Time (TAT) • Customer Service: Call answered rate Call abandonment rate First call resolution Response to written inquiry Quality Assurance Review • Member Satisfaction: Member Satisfaction Member complaint rate Response to formal complaint rate • Website Availability • Network Utilization • Claim Cost 	\$2,500 each Business Day the report is late.	

Data warehouse requirements are specific to the data from the Program, not general data from the Contractor’s book of business.

The penalties assessed in Section 1.5.1 C and Section 1.7 below are not subject to an assessment maximum in any given quarter. The Department reserves the right to waive a penalty in certain circumstances when the Department determines it is warranted.

The Contractor must provide data to the Department’s data warehouse vendor in the file format specified by the Department.

1.5.1 C. Data Warehouse	
1) Claims Data Transfer to Data Warehouse	
Description	The Contractor submits to the Department’s data warehouse, in the most recent file format specified by the Department, all claims processed for Participants. <i>(See Section 1.7)</i>
Frequency	Monthly
2) Provider Data Transfer to Data Warehouse	

Description	The Contractor submits to the Department's data warehouse, in the most recent file format specified by the Department, the specified data for all in-network providers including subcontracted providers. (See Section 1.7)
Frequency	Monthly
3) Non-Claims Based Data Transfer to Data Warehouse	
Description	The Contractor submits to the Department's data warehouse, in the most recent file format specified by the Department, the specified data for all non-claims based payments (See Section 1.7)
Frequency	As determined by the Department.
The Contractor shall submit data and corrected data when necessary by the dates indicated by the Department's data warehouse vendor. Performance standards for the data warehouse will be measured by the Department as needed.	
Performance Standards	
Penalties	
a) Claims Data Transfer: The Contractor must submit on a monthly basis to the Department's data warehouse vendor, in the most recent file format specified by the Department, all claims processed for Participants according to the schedule established in 1.7.3 a. (See Section 1.7)	One thousand (\$1,000) dollars per Business Day for which the standard is not met
b) Provider Enrollment Data Transfer: The Contractor must submit on a monthly basis to the Department's data warehouse vendor in the most recent file format specified by the Department, the specified data for all in-network providers including subcontracted providers according to the schedule established in 1.7.3 b. (See Section 1.7)	One thousand (\$1,000) dollars per Business Day for which the standard is not met
c) Non-Claims Based Payment Data Transfer: The Contractor must submit to the Department's data warehouse vendor in the most recent file format specified by the Department, the specified data for all non-claims based payments according to the schedule established in Section 1.7.3 c. (See Section 1.7)	One thousand (\$1,000) dollars per Business Day for which the standard is not met
d) Data Warehouse Submission Delays: The Contractor must communicate any delays in submitting program data to the Department's data warehouse vendor via email to the Department Program Manager or designee and the designated data warehouse vendor as soon as the delay is known, but at least one (1) Business Day before the scheduled transfer. (See Section 1.7.3 d.)	One thousand (\$1,000) dollars per Business Day for which the standard is not met
e) Data File Corrections: Within two (2) Business Days of notification, unless otherwise approved by the Department in writing, the Contractor shall resolve any data errors on the file as identified by the Department's data warehouse vendor or the Department. (See Section 1.7.3 e.)	One thousand (\$1,000) dollars per Business Day for which the standard is not met
f) Two-Chance Rule: During the implementation of the Department's data warehouse or a new Contractor, the Contractor will have two (2) chances to submit acceptable data. The Department will charge the Contractor a penalty for each data file submitted after the second submission not	One thousand seven hundred fifty dollars (\$1,750) for each submission after the third test submission.

<p>accepted by the Department's data warehouse vendor. (See Section 1.7.6).</p>	
<p>g) One-Chance Rule: During the ongoing operation of the Department's data warehouse, if the Department's data warehouse vendor identifies an error with the Contractor's initial data submission, the Contractor will have one opportunity to submit a corrected data file. If the Contractor requires additional submissions to correct identified errors, the Department will charge the Contractor a penalty for each data file submitted after the first corrected submission not accepted by the Department's data warehouse vendor. (See Section 1.7.6)</p>	<p>One thousand seven hundred fifty dollars (\$1,750) for each submission after the second monthly submission.</p>
<p>h) The Contractor agrees to financial penalties for failure to submit data in accordance with this Program Agreement, and which are assessed by the Department's data warehouse vendor on behalf of the Department. (See Section 1.7.6).</p>	<p>The amount charged by the Department's Data Warehouse vendor for the Contractor's failure to meet data submission requirements and not otherwise subject to a penalty described above.</p>