STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF BENEFITS ADMINISTRATION

REQUEST FOR PROPOSALS
FOR
Voluntary Dental Preferred Provider Organization Insurance Program

RFP # 31786-00127

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1. INTRODUCTION

The State of Tennessee, State Insurance Committee, Local Education Insurance Committee, and Local Government Insurance Committee; hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State is issuing this RFP through the Department of Finance and Administration, Division of Benefits Administration (Benefits Administration) with the intent to secure a single contract for a fully-insured voluntary (employee/retiree-pay-all) statewide Dental Preferred Provider Organization (DPPO) Program. Presently, the State has a contract with Delta Dental of Tennessee for the provision of a voluntary Dental Preferred Provider Organization (DPPO) Program; see Appendix 7.1 for the current Certificate of Insurance. The DPPO contract will expire on December 31, 2015, necessitating this procurement. The State also has a contract with Union Security Insurance Company (Assurant Employee Benefits) for delivery of a statewide voluntary Prepaid Dental Plan (Prepaid), terminating on December 31, 2015. Eligible employees, retirees, COBRA Members and their eligible dependents of the State, Local Education and Local Government Plans may participate in either of these dental options. A listing of plan enrollment and premium history is included as Appendix 7.2 for your reference. A separate procurement for voluntary Prepaid dental services (RFP #31786-00127) is also being released at this time.

The State wishes to continue, through this competitive procurement process, offering voluntary DPPO benefits for eligible employees and eligible retirees of the State, Local Education and Local Government Plans, and their eligible dependents. Appendix 7.8 to this RFP includes current State eligibility information for the current DPPO plan, and current benefits are listed in Attachment D to Pro Forma Contract Attachment 6.6 to this RFP. This RFP addresses requests for proposals for a statewide DPPO Program option, with the contract scheduled to start mid-year 2015 for required implementation and program services beginning on January 1, 2016.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent <u>must</u> sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 31786-00127

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Sylvia D. Chunn, Procurement and Contracting Manager
Finance and Administration, Division of Benefits Administration
312 Rosa L. Parks Ave. N
William R. Snodgrass TN Tower, 19th Floor
Telephone: 615-253-8358
Sylvia.Chunn@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

David Sledge
Title VI Coordinator
Tennessee Department of Finance & Administration
Office of Human Resources
312 Rosa L. Parks Avenue, Suite 2100
Nashville, Tennessee 37243
Phone: 615.532.4595
Fax: 615.741.3470
David.Sledge@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8, Notice of Intent to Respond).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

William R. Snodgrass Tennessee Tower
3rd Floor – Conference Room A – (3.101)
312 Rosa L. Parks Avenue N
Nashville, TN 37243

Please enter the building on the Seventh Avenue side (adjacent to War Memorial Plaza). Check in at the security desk. Arrive early due to heightened security. You must show a photo ID. Proceed to the Conference Rooms past the security desk on the right hand side of the 3rd floor foyer.

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		April 27, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	April 30, 2015
3. Pre-response Conference	11:00 a.m.	May 1, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 4, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 11, 2015
6. State Response to Written "Questions & Comments"		May 18, 2015
7. Response Deadline	2:00 p.m.	May 26, 2015
8. State Completion of Technical Response Evaluations		June 3, 2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 4, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	1 day after Insurance Committee Award of Contract
11. End of Open File Period		7 Calendar Days Later
12. State sends contract to Contractor for signature		8 BUSINESS DAYS LATER
13. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8, Notice of Intent to Respond).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 31786-00127 TECHNICAL RESPONSE ORIGINAL"

and FIVE (5) paper copies of the Technical Response labeled:

"RFP # 31786-00127 TECHNICAL RESPONSE COPY"

and six (6) digital copies of the Technical Response each in the form of one (1) digital document in "XLS" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 31786-00127 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 31786-00127 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 31786-00127 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 31786-00127 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 31786-00127 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 31786-00127 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Sylvia D. Chunn, Procurement and Contracting Manager
Tennessee Department of Finance & Administration
Division of Benefits Administration
William R. Snodgrass Tennessee Tower, 19th floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8, Notice of Intent to Respond). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**20**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**30**
Cost Proposal (refer to RFP Attachment 6.3.)	**50**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 31786-00127 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Submit a written statement indicating that the Respondent has at least three (3) years experience in providing Dental Preferred Provider Organization Insurance program benefits to at least three (3) employer accounts with employees in Tennessee, one (1) of which serves at least 10,000 Subscribers. To further demonstrate this required experience, provide the name of one of these employers with 10,000+ Subscribers, the duration of the contract, and number of enrollees.	
	A.7.	Submit a written statement indicating that the Respondent agrees to and will apply DPPO Program **waiting periods** required for any services, including orthodontia, AND will apply credit for prior length of continuous enrollment in the State sponsored DPPO for any plan Member and/or dependent enrolled in the DPPO on December 31, 2015 who transfers to the Respondent's DPPO for an effective date of January 1, 2016. See current waiting periods information contained in Attachment 6.6 - *Pro Forma* Contract Attachment D - DPPO Insurance Benefits.	
	A.8.	Submit a written statement indicating that the Respondent acknowledges it is required to, and agrees to administer the Dental Preferred Provider Organization Program benefits as contained in Attachment 6.6 - *Pro Forma* Contract Attachment D – DPPO Insurance Benefits for all three plan groups (State, Local Education and Local Government) actives and retirees and their eligible dependents.	
	A.9.	Submit a written statement indicating the Respondent will comply with the State's requirement that **no minimum membership enrollment** levels are contained as a provision of the proposal.	
	A.10.	The Respondent must hold a current certificate of authority from the Tennessee Department of Commerce and Insurance which authorizes the Respondent to offer dental preferred provider organization benefits in Tennessee. Submit a copy of your organization's current State of Tennessee Certificate of Authority.	
	A.11.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must: (1) reflect an audit period for a fiscal year ended within the last thirty-six (36) months (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the C.P.A. employed by the State and charged with the financial document review, to reflect sufficient financial stability to undertake the subject agreement with the State. **OR**, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of One Million Dollars ($1,000,000.00), U.S. currency, available to the Respondent. Said letter must specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		available for at least six (6) months. NOTES: ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted. ▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.	
	A.12.	Submit a written confirmation that **ALL** examples and illustrations that the Respondent includes in its Technical Proposal constitute an offer to provide the same such service or product in Tennessee for the premium rates that the Respondent bids in its Cost Proposal **UNLESS** the Respondent prominently explicitly states in bolded, capital letters beside each separate, excepted example that "**THIS SPECIFIC EXAMPLE IS FOR ILLUSTRATION PURPOSES ONLY AND WILL NOT BE PROVIDED TO THE STATE UNDER THIS CONTRACT FOR THE ALL-INCLUSIVE PREMIUM RATES BID IN THIS RFP.**"	
	A.12.	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: (i) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.19.	Provide a report on your company from URAC or other nationally recognized quality rating agency. If no report has been produced, reply likewise.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 20)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	a. Provide a narrative that illustrates the Respondent's understanding of the State's requirements, how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule. b. Describe your experience delivering the services required in this contract to large employer groups.		**10**	
	C.2.	Provide a project implementation plan describing the steps that the Respondent will take to be prepared to assume all responsibilities as of the go-live date described in the *Pro Forma* Contract (RFP Attachment 6.6). Include the following: a. Details about the major implementation tasks including those tasks you deem to be the most critical and your ability to successfully manage these tasks; b. A roster of the implementation team members detailing each member's primary work location, roles, and responsibilities; c. A detailed description of all tasks that the Respondent expects the State to complete; d. The project timeline and a schedule of meetings between the Contractor's team and the State; e. A schedule of proposed member communications; and f. A description of the claims accuracy testing processes that occur both during implementation and after implementation.		**7**	
	C.3.	Regarding the call center that will be assigned to this contract: a. What is the location of the proposed call center and what are the hours of operation? b. Provide the following statistics for the call center that will be assigned to this contract for calendar year 2014		**8**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		by quarter: • Average speed of answer (in seconds) • Average Hold in Queue (in minutes) • First call resolution rates c. Does the Member Services Unit utilize an automated voice response system (AVR) in lieu of direct member service contact (live person)? If so provide the initial script that will be followed. d. What data (e.g. claims history/provider information) can a customer service representative access in response to an inquiry?			
	C.4.	Regarding the call center staff that will be assigned to this account please respond to/describe the following: a. How many member services representatives will be assigned to this account? What percentage will be dedicated to this account versus shared with other accounts? How many clients are you currently serving with this Call Center? b. What are the qualifications and experience of the Customer Service Manager(s) and member services representatives? Include average annual turnover rates. c. What are the initial and ongoing training requirements for the member services representatives? d. What proportion of member services representatives to be assigned to this Contract would have less than one year of Call Center experience?		**10**	
	C.5.	Regarding the provider network describe: a. How your organization would meet the requirements for the development and maintenance of a national and statewide dental provider network; b. If you are proposing the use of existing networks, which networks? Provide the total number of contracted providers in Tennessee and total number in national network that you would use for this Contract; c. If there are any proposed provider recruitment efforts or areas in Tennessee that you have targeted for network expansion; d. The frequency of network contract renegotiation and renewal; and e. The timing and content of your standard communication process with network providers for introduction of a new client.		**10**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.6.	Describe how your organization would monitor the provider conformance with plan quality requirements as required in RFP Attachment 6.6 – *Pro Forma* Contract, Scope of Services, Contract Section A.2.d.		**2**	
	C.7.	Describe how your organization would assure provider conformance with the provision of benefits and utilization management provisions as required in RFP Attachment 6.6 – *Pro Forma* Contract, Scope of Services, Contract Section A.2.e.		**2**	
	C.8.	Describe your organization's credentialing and re-credentialing criteria and process, for both network general and specialty dentists as required in RFP Attachment 6.6 – *Pro Forma* Contract, Scope of Services, Contract Section A.2.c.		**3**	
	C.9.	Does your organization monitor access to network General Dentist appointments? If so: a. Describe how this is monitored. b. How long, over the past 12 months, was the wait for a standard appointment? c. How long is the standard wait for an emergency vs. urgent appointment?		**3**	
	C.10.	Describe how you would meet the requirements of RFP Attachment 6.6 – *Pro Forma* Contract, Scope of Services, Contract Section A.2.g. a. When a provider terminates his/her participation in the network: 1. How do you provide for completion of treatment in progress? 2. Do you currently provide for copies of dental records to the Members' new DPPO dentist at no cost to either the employer or its DPPO Plan Members? 3. Do you notify Members of the termination? b. What was your annual network provider turnover rate for calendar years 2012, 2013, and 2014?		**5**	
	C.11.	Regarding member complaints and grievances describe the following: a. How are member inquiries or complaints tracked, reported and resolved? b. Are inquiries or complaints matched to the treating provider? c. The levels and timeframes available for grievance resolution.		**3**	
	C.12.	Describe details regarding each of the following areas of your organization's quality assurance program as required in RFP Attachment 6.6 – *Pro Forma* Contract, Scope of Services, Contract Section A.13.b.: a. Program structure components and procedures		**3**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		b. Indicators currently measured and tracked c. Program documentation and reporting			
	C.13.	a. Describe how you monitor and measure the quality of services provided by member services call center staff. b. Provide a summary of customer satisfaction survey results for the last two years for the call center that will be assigned to this account. c. Submit a copy of the survey you intend to utilize to measure customer satisfaction.		**7**	
	C.14.	Regarding member communications: a. Describe how you would effectively communicate with and educate plan members regarding the dental benefit. b. Describe the various communications methods you would utilize to reach members (written, electronic, in-person, etc.). c. Provide a high level communications plan for the initial enrollment period as well as subsequent annual enrollment periods. Include any sample communication materials that you would propose to use for this account.		**5**	
	C.15.	Describe internet web-site capabilities that the Respondent will make available to members. Include a list of available materials (e.g., member handbook, EOB form) and services (e.g., review claims payments, contact Member Services, file an appeal). Identify which capabilities are in current operation and which will be developed for a contract pursuant to this RFP. Include screen prints (no more than 20) that detail the primary website capabilities available for members and a copy of your site map(s). For any capabilities that are not in current operation, submit draft materials.		**5**	
	C.16.	Describe your reporting systems and capabilities and how they will support your ability to deliver timely and accurate reports as required in Contract Attachment C.		**3**	
	C.17.	Describe the specific information systems that the Respondent will use. Specifically address: a. Your claims processing system, indicating: 1. when it was implemented and last updated; 2. what percentage of claims are automatically adjudicated without human intervention; and 3. the frequency and method of paying providers b. Any modifications to existing hardware and software that will be required; c. The extent to which these information systems are		**7**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		already in operation; d. The timeframe for any implementation of components not currently in operation; e. How soon the system can be updated to reflect Program benefits; and f. The capabilities and the expertise of the staff/personnel dedicated to support information system operations.			
	C.18.	Describe or provide the following information regarding data integration and technical requirements: a. The ability to interface with the State's Edison system to ensure the accurate and timely processing of enrollment files including enrollment additions, changes, and terminations based upon the State's 834 file supplied by the State, including a count of other clients with whom 834 files are utilized; b. The quality control processes that will be used to ensure the accurate and complete update of enrollment files as well as how enrollment errors will be communicated to the State; c. Where duplicate (backup) records relating to claims payments are maintained and in what electronic format; and d. How the Respondent will ensure a continuous enrollment match between the State's Edison System and the Respondent's system.		**7**	

The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.	**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*	
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*	**X 17** *(maximum possible score)*	**= C.1 through C.18SCORE:**

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.19.	**Provider Network Analysis:** Conduct and submit a **GeoNetworks Dental Provider Accessibility Analysis** for your DPPO General Dentist and Specialty Dentist network, **IN TENNESSEE ONLY**, as required in **Appendix 7.4, GeoNetworks Analysis Instructions**. For these analyses, utilize the State's total employee/retiree population data provided in **Appendix 7.6. – TN Zip Code Employee/Retiree Eligibility Counts.** **DEFINITION: For the purpose of this analysis, "Network Provider" shall be defined as any General or Specialty Dentist who:** **is currently operating under a fully executed and in force contract with the Respondent, for participation as a Provider in the Respondent's DPPO Plan; <u>OR</u> has signed a legally binding letter of agreement with the Respondent to mutually execute the Respondent's required Provider contract for participation as a General Dentist or Specialty Dentist in the State's DPPO Plan, contingent upon the Respondent being awarded a contract pursuant to RFP# 31786-00127.**	**<u>13 points</u>, to be awarded based on formula driven criteria***		

*** These 13 points will be distributed as follows:**

		Further broken out by
General Dentists	9 points	• number of providers – 4 pts • distance to one provider, for all employees – 5 pts
Specialty Dentists	4 points	• number of providers – 2 pts • distance to one provider, for all employees – 2 pts

The RFP Coordinator shall use the GeoAccess analysis results and the following formulas to calculate **Provider Network Analysis** scores (see Appendix 7.5). Calculations shall result in numbers rounded to two decimal points. Scores will be earned by determining the most favorable results (i.e., the Respondent with the most General Dentist earns 4 points; the Respondent with the lowest average distance to one Specialist earns 2 points; etc.). All other Respondents will earn points in proportion to the most favorable, as calculated by the following formulas:

Number of Providers

Number of General Dentists, Respondent A (B, C, D…)	**x** Points available	**=** Score	

RFP ATTACHMENT 6.2. — SECTION C (continued)

Greatest number of General Dentists (among all Respondents)	(4)		

Number of Specialists Dentists, Respondent A (B, C, D…) / Greatest number of Specialist Dentists (among all Respondents)	**x** Points available (2)	**=** Score	

Average Distance to One Provider

Lowest average distance to One General Dentist (among all Respondents) / Average distance to One General Dentist, Respondent A (B, C, D…)	**x** Points available (5)	**=** Score	

Lowest average distance to One Specialist (all Respondents) / Average distance to One Specialist, Respondent A (B, C, D…)	**x** Points available (2)	**=** Score	

Score for C.1. – C.18. (Maximum 17 points)	
Score for C.19. (Maximum 13 points)	
Total RFP Attachment 6.2 - Section C. (Maximum 30 points)	
State Use – Evaluator Identification:	
State Use – RFP Coordinator Signature, Printed Name & Date:	

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Any cell left blank in the cost proposal will be considered $0.00 for evaluation purposes.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME	

Please propose the monthly premium, by tier, for the active employee and for the retiree. The rate proposed should be the premium amount for the employee or retiree, the employee or retiree plus a spouse (one premium amount), an employee or retiree plus children (one premium amount regardless of the number of children) and an employee or retiree plus spouse plus children (regardless of the number of children). The Estimated Out of Pocket Expenditures will be calculated in the manner described following this table based on information provided in Table A of the cost proposal spreadsheet. The Respondent should not complete the shaded areas, the State will perform this calculation.

	Respondent's Guaranteed Monthly Employee Premiums		**STATE USE ONLY**		
Coverage Option for Active Employees	**Calendar Year 2016** **1/1/2016 – 12/31/2016**	**Calendar Year 2017** **1/1/2017 – 12/31/2017**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (cost x factor)
Employee	**$ /Active Subscriber**	**$ /Active Subscriber**		22,250	
Employee + Spouse	**$ /Active Subscriber**	**$ /Active Subscriber**		9,500	
Employee + Child(ren)	**$ /Active Subscriber**	**$ /Active Subscriber**		6,750	

Employee + Spouse + Child(ren)	**$ /Active Subscriber**	**$ /Active Subscriber**		11,450	
Estimated Out of Pocket (OOP) Expenditures	**$ /Active Subscriber**	**$ /Active Subscriber**		n/a	
	STATE USE ONLY				
Coverage Option for Retirees	**Calendar Year 2016 1/1/2016 – 12/31/2016**	**Calendar Year 2017 1/1/2017 – 12/31/2017**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (cost x factor)
Retiree	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**		7,600	
Retiree + Spouse	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**		4,700	
Retiree + Child(ren)	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**		205	
Retiree + Spouse + Child(ren)	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**		288	
Estimated Out of Pocket (OOP) Expenditures	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**		n/a	
EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.					
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**			**x 50 (maximum section score)**	**= SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

NOTE: The Estimated Out of Pocket Expenditures (OOP) listed above will be calculated using the information provided on the cost proposal spreadsheet, Table A (DPPO Procedure Code Cost Proposal) that indicates the Respondent Maximum Allowable Charges.

DPPO DENTAL OPTION MAXIMUM ALLOWABLE CHARGES - Provide your **Proposed Maximum Allowable Charges (MAC)** for the dental procedures contained in the attached Excel spreadsheet, Table A, for the years 2016 and 2017 for each and every procedure listed, as determined by the provider classification of the individual delivering the treatment. "Classification" refers to Generalist versus Specialist, and is limited to those Generalists and Specialists participating in the Respondent's network.

The State has assigned a Specialist Weighted Multiplier to each procedure. This multiplier indicates the proportion of the given frequency for each procedure that, for evaluation purposes, we have determined is performed by Specialists. As an example, a procedure code with a Specialist weighting factor of 0.05 means that for every 100 times the procedure is performed, five of those times it is being performed by a Specialist. Conversely, the Generalists' weighting factor (not shown on the matrix) is 1.00 minus the Specialist factor. For the example given, the Generalist

factor is 1.00 minus 0.05, or 0.95. Please note that the State may use different multipliers for active employees and retirees.

Full instructions for completing the Excel file "Attachment 6.3., Table A, DPPO Maximum Allowable Charges Proposal" are included in the attachment.

The RFP Solicitation Coordinator will calculate the Evaluation Cost Amount for each Respondent using the formula below:

Total Subscriber Costs = [(Total Subscriber Premiums * 12) + (Total Member Out-of-Pocket Costs)] / N

Where: N = total number of Subscribers; and

Total Subscriber Premiums = $(p_1 * y_1) + (p_2 * y_2) + (p_3 * y_3) + \ldots + (p_8 * y_8)$

Where:

p_1, p_2, p_3, p_4, p_5, p_6, p_7, and p_8 are the monthly premiums for each tier;

y_1, y_2, y_3, y_4, y_5, y_6, y_7, and y_8 are the proportion of total Subscribers within each tier;

The following formula will be used to calculate the total proposed Out of Pocket (OOP) estimated expenditures for each year, by procedure, based on the given frequencies:

(Frequency X Specialist Weighted Multiplier) X Proposed Subscriber Cost for Specialist services

Plus (+)

(Frequency X [1.00 – Specialist Weighted Multiplier]) X Proposed Subscriber Cost for Generalist services

The totals for all procedures will then be summed to determine the total proposed Out of Pocket (OOP) estimated expenditures, for each year. The total OOP estimated expenditures proposed in Attachment 6.3., Table A will form the basis of this component of the Cost Proposal, and will, for the Respondent awarded the contract, serve as the Members' guaranteed maximum allowable charges (MAC) for these procedures for calendar year 2016. The proposed MAC for calendar year 2016 submitted on the Respondent's completed Table A will be incorporated into the Contract by reference after contract award. (Note: The dental procedure codes in the Cost Proposal Attachment 6.3 are not inclusive of all the procedure codes covered under this DPPO program.)

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 31786-00127 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____
(must be the same as the signature across the envelope seal)

DATE: _____

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 20)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 30)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 50)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 31786-00127 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
INSURANCE COMMITTEES,
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Insurance Committees (State, Local Education, and Local Government); hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of a voluntary Dental Preferred Provider Organization (DPPO) insurance program (Program), as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

a. The Contractor agrees to provide and administer a fully insured voluntary Dental Preferred Provider Organization (DPPO) insurance program (Program) option to eligible employees of State agencies, as well as Local Education and Local Government agencies electing to participate in the State's group dental insurance plan; retirees receiving a benefit from the Tennessee Consolidated Retirement System (TCRS) or who participated in a Higher Education optional retirement plan (ORP); and dependents of employees and retirees who elect to participate in the Dental Preferred Provider Organization Program option (hereinafter, enrolled employees/retirees shall be referred to as "Subscribers" and all participants collectively shall be referred to as "Members"). The DPPO option shall be delivered in accordance with the provisions of this Contract, including Contract Attachment D - DPPO Insurance Benefits, and the *Certificate of Coverage* created under Contract Section A.16.a. of this contract which shall be incorporated hereto by reference. The insurance coverage for the Program shall range from January 1, 2016 through December 31, 2017, unless the contract is extended for additional year(s). It shall be the responsibility of the Contractor to process all claims incurred on or before the end of this contract, including any extended years. No compensation, beyond that specified in this Contract, shall be paid for completion of this task as it is recognized to be part of the Contractor's responsibilities.

b. The Contractor shall accept confirmation from the State of the in-force status of each Member's coverage and confirm the eligibility of each claimant as claims are submitted, on the basis of enrollment information maintained electronically in the State's computer system (currently known as "Edison") and provided electronically to the Contractor for housing in the Contractor's computer system. The Contractor shall receive claims filed by either Members or the providers and shall process said claims in a timely and accurate manner.

c. The Contractor shall provide coverage to eligible Members who elect the DPPO option; participation in said option shall be for the entire Plan Year unless the Member's coverage has been terminated.

d. The Contractor shall allow for COBRA continuation coverage for eligible Members.

e. The Contractor shall provide customary corporate office services and functions including but not limited to call center, claims payment, administration and accounting.

f. The Contractor shall provide advice and assistance with regard to questions as raised by the State, Members, employees, and retirees.

g. The Contractor shall provide advice, assistance and information with regard to applicable Federal and State laws, court holdings and regulations affecting group dental insurance, and other Program related matters as needed.

h. The Contractor shall accept all current Members' coverage transferred from the prior contract, without any break or lapse in coverage. Months enrolled under prior contract shall count toward any Member waiting periods in this contract.

i. The total amount for each procedure code proposed by the Contractor in RFP #31786-00127, Attachment 6.3., Table A will serve as the Members' guaranteed maximum allowable charges (MAC) for these procedure codes for calendar year 2016. The proposed MAC submitted on the Respondent's completed Table A is included in this contract by reference. The dental procedure codes in the RFP Attachment 6.3, Table A are not all inclusive of the covered procedures under this contract.
   (1) The Contractor shall guarantee no increase in the amounts in the Maximum Allowable Charge (MAC) proposed in the RFP Attachment 6.3, Table A for calendar year 2016.
   (2) The Contractor shall prepare a Maximum Allowable Charge (MAC) table which shall consist of all dental procedure codes covered under this Contract and provide a copy of the table to the State.
   (3) The Contractor may reduce at any time the MAC amounts for any and all dental procedure codes covered under this contract.
   (4) The Contractor may add to the MAC table additional dental procedure codes upon State approval should the Contractor determine that it would be to the advantage of Members to cover the specific procedures.
   (5) The Contractor may not remove dental procedure codes from the MAC table without approval from the State.
   (6) Any revised MAC table shall be incorporated into this contract by reference and the Contractor shall provide a copy of the current table to the State when the schedule is modified.
   (7) The Contractor may increase amounts in the MAC table after calendar year 2016.

j. The Contractor shall furnish information to each claimant regarding the payment or rejection of claims.

A.2. <u>Dental Provider Network</u>

a. The Contractor shall establish and administer a network of dental providers who have agreed to accept the Contractor's Maximum Allowable Charges for services provided to Members participating in the DPPO option. The Contractor further agrees to secure under contract, participation by General Dentist and Dental Specialists (i.e. Oral Surgeons, Orthodontists, Endodontists, Periodontist and Pedodontists) as needed and necessary to continuously provide adequate distribution, and reasonable access, and acceptable provider turnover rates as defined in Contract Attachment B – Liquidated Damages, Item # 13 and 14. The State shall review network accessibility and shall inform the Contractor, in writing, of any deficiencies it identifies which deny reasonable access to dental care. The Contractor shall respond to the State, in writing, as to the action it intends to take to correct said deficiencies.

b. The Contractor shall maintain the capability to respond to inquiries from Members concerning provider participation and network providers' availability to accept new patients, by specialty by county. Such capabilities shall be available via a Member toll-free Call Center (see Contract Section A.4.) and the Contractor's website (see Contract Section A.8) which includes dental provider search capability available to all Members.

c. The Contractor shall contract only with dentists who are duly licensed by the state in which they are providing dental services. In addition, the Contractor shall require that all providers maintain all licenses and accreditations in existence at the time of selection as a network provider and in order to continue their status as a network provider. The Contractor shall perform on a continuous basis appropriate provider credentialing that assures the quality of network providers. Re-credentialing of network providers must be performed at least every three (3) years.

d. The Contractor shall maintain communication with providers to ensure a high degree of continuity in the provider base and ensure that the providers are familiar with the DPPO benefits and procedural requirements. There shall be provisions to allow for on-site visits to the provider's office by the Contractor's staff, in addition to telephone and written contact for the purpose of monitoring provider conformance with program standards and quality requirements.

e. The Contractor shall notify all network providers of and enforce, through the Contractor's provider contract, compliance with all provisions of the DPPO Benefits Program and the applicable *Certificate of Coverage* by the date specified in contract section A.15.e.7. unless otherwise directed by the State.

f. The Contractor shall require all network providers to file claims, associated with their services, directly with the Contractor on behalf of Members.

g. The Contractor shall have a process in place to address the transfer of Member records from terminating providers to new network providers. This process shall include at a minimum the transfer of the appropriate patient dental record, including the most recent x-rays if appropriate, covering the prior twenty-four (24) month period in hard copy or electronic format. Such cost of transfer shall not be borne by the Member or State.

A.3. <u>Staffing</u>

a. The Contractor shall provide and maintain qualified personnel and staffing to provide the deliverables and services in accordance with this Contract.

b. The Contractor shall ensure that all staff, including the Contractor's employees, independent contractors, consultants, and subcontractors, performing services under this contract, have the experience and qualifications to perform the applicable services.

c. The Contractor shall designate an Account Manager and a back-up with overall responsibility for the State Program. The Account Manager shall serve as the single point of contact for the State and have overall responsibility for the Contractor's functions under the Contract. The Account Manager shall have the authority to make decisions and resolve problems on behalf of the Contractor with the State and shall remain dedicated to the work of the Contract for the duration of the Contract.

d. In addition to the Account Manager, the Contractor shall designate a Customer Service Manager, who shall manage the Call Center operations and staff and shall remain dedicated to the work of the Contract for the duration of the Contract.

e. The Contractor shall also designate an Information Systems Project Coordinator who shall be responsible for implementation of the systems requirements for administering the Program and interfaces with the State.

f. All key Contractor project staff shall attend a project kick-off meeting at the State of Tennessee offices in Nashville, TN within the first thirty (30) days after the Contract Award Date.

g.The Contractor shall train its representatives/operators and other staff regarding the provisions of the State's Program. The Contractor's staff shall successfully complete the training program prior to assuming their duties. The Contractor shall conduct regular staff refresher training to address Program, process, and policy training.

h. For work under this Contract, the Contractor shall employ no employees or contract with subcontractors that are on the U.S. Department of Health and Human Services' Office of Inspector General (OIG) exclusions list unless the Contractor receives prior, written approval from the State.

i. The Contractor agrees that, prior to the execution of the Contract, it will provide the State with a list of the subcontractors that will be utilized in connection with this Contract and will provide reasonable advance notice of any additional subcontractors that may be used. The State may approve or disapprove the Contractor's Subcontractors or its staff assigned to this Contract if the State is not satisfied with the service delivered by the subcontractor or its staff. Should the State disapprove of any particular subcontractor, the Contractor will work with the State in good faith to procure a reasonable alternative subcontractor. The State may also direct the Contractor to replace staff members providing core services and/or interacting regularly with the State as it deems necessary and appropriate. The decision of the State on these matters shall not be subject to appeal.

j. Key personnel commitments made by the Contractor shall not be changed unless prior approval is received from the State. For these purposes, such commitments shall include any named individuals in the proposal and the levels of effort proposed. The Contractor shall notify the State at least fifteen (15) days in advance of proposed changes and shall submit justification (including proposed substitutions) in sufficient detail to the State to evaluate the impact upon the Contract.

k. The Contractor shall survey State staff named by the State annually to determine the State's satisfaction with the Account Team and report the results of the survey to the State (see Contract Attachment C – Reporting Requirements #8).

A.4. <u>Call Center</u>

a. The Contractor shall maintain a Call Center and provide a dedicated toll-free line, by the date specified in A.15.e.10. for the exclusive purpose of responding to Member inquiries. The Contractor shall provide advice and assistance to Members regarding issues such as, but not limited to, benefits, claims status, and the network.

b. Call Center Requirements

(1) The Contractor shall operate a Call Center that uses a designated toll–free number as the "front-end" entry point for callers. The Contractor's Call Center shall have designated representatives/operators to respond to inquiries from Members.

(2) The Contractor's call center and staff shall be located in the continental United States.

(3) The Contractor's Call Center shall accept calls, at a minimum, from 7:00 a.m. to 4:30 p.m. Central Time (CT), Monday through Friday.

(4) The Contractor's Call Center shall be equipped with TDD (Telecommunication Device for the Deaf) or TTY (Teletype) in order to serve the hearing impaired population.

c. Call Center Processes

(1) The Contractor's call center shall maintain a monthly average rate of thirty (30) seconds or less for the Average Speed of Answer (ASA)

(2) The Contractor's call center shall maintain a monthly average rate of ninety-two percent (92%) for First Call Resolution.

d. The Contractor shall provide call center statistics related to the performance standards above to the State on a weekly basis during the thirty (30) days prior to the go-live date through sixty (60) days after the go-live date. After sixty (60) days from the go-live date, the call center

statistics report shall be submitted to the State only on a monthly basis. (See Contract Attachment C – Reporting Requirements #7)

e. The Contractor's call center shall have call management systems and communications infrastructure that can manage the potential call volume and achieve the performance standards described in this Contract.

f. The Contractor's call management systems shall be scalable and flexible so they can be adapted as needed, within negotiated timeframes where applicable, in response to Program, benefit, or enrollment changes.

g. The Contractor's call management systems shall be equipped with caller identification. In addition, the Contractor's call center shall adopt caller identification for itself.

h. The Contractor's call management system shall record and index all calls such that the Contractor can easily retrieve recordings of individual calls based on the phone number of the caller, the caller's name, the date/time of the call and the staff member who handled the call. The Contractor shall be able to provide a full recording of each call upon the State's request. The Contractor shall archive the recordings for one year from the date of each call.

i. The Contractor may use an automated interactive voice response (IVR) system for managing inbound calls, provided that the caller always has the ability to leave the IVR system and wait in the queue in order to speak directly with a live-voice call center staff member rather than continuing through additional prompts.

j.The Contractor shall have the ability to make outbound calls without interrupting the ability of callers to continue to access the call center.

k. The call management system shall enable the logging of all calls, including:

(1) The caller's identifying information (e.g., Edison employee ID);

(2) The call date and time;

(3) The reason for the call;

(4) The member services representative that handled the call;

(5) The length of call; and

(6) The resolution of the call and if unresolved, the action taken and follow up steps required.

l. Additionally, the call management systems shall maintain a history of correspondence and call transactions for performance management, quality management and audit purposes. This history shall contain the actual information, a date/time stamp that corresponds to when the transaction took place, the origin of the transaction (e.g., the State and /or one of its authorized representatives or the Member), and the member services representative that processed the transaction. Related correspondence and calls shall be indexed and properly recorded such that they can be treated in reporting and analysis as part of a distinct transaction.

A.5. <u>Member Communications/Materials</u>

a. The Contractor shall, in consultation with and following written approval by the State, develop and disseminate Member information and communication materials (hereinafter referred to as Member materials). Member materials shall include, but are not limited to, identification cards, Member handbooks, provider directories, administrative forms, letters, manuals, brochures, fliers, certificate of coverage, webinars and online videos. This provision excludes enrollment forms, which are the State's responsibility.

b. Member materials shall be finalized (including State review and sign-off) and ready for distribution prior to the State's fall Annual Enrollment Period.

c. In addition to the Member materials referenced above, the Contractor shall assist the State, if requested, in the education and dissemination of general information regarding the Program. This assistance may include but not be limited to:

(1) Written information;

(2) Audio/video presentations;

(3) Attendance at meetings, workshops, and conferences; and

(4) Educating State staff and other persons on Contractor's administrative and benefits procedures.

d. Unless otherwise specified in this Contract, the Contractor shall be responsible for all costs related to the design, development, printing, distribution, mailing (if applicable), and revision of all Member materials that are required to be produced under the terms of this Contract.

e. If the State requires mailings above those identified in the contract, the State shall pay the postage, printing and production costs of such mailings pursuant to Contract Sections C.3.c. and C.3.d.

f. Unless otherwise directed by the State, the Contractor shall obtain approval in writing from the State prior to using or distributing any Member materials.

g. The Contractor shall work in conjunction with the State's communications staff to ensure continuity of branding across all program and Member materials, website, and any other communications information. This branding shall include, but is not limited to, use of the ParTNers for Health logo, color scheme and applicable taglines. All uses of these branding elements shall be subject to prior written approval by the State.

h. The Contractor shall have the exclusive responsibility to write, edit, and arrange for clearance of materials (such as securing full time use of a stock photograph for perpetuity) for any and all member materials in time for the materials to be approved by the State and printed.

i. The Contractor shall ensure that its member materials are culturally sensitive and professional in content, appearance, and design.

j. The Contractor shall prominently display the Contractor's call center telephone number and website address in large, bolded typeface on all Member materials.

k. The Contractor shall, to the extent practicable, use relatively large and legible fonts in its Member materials. Additionally, the Contractor shall make maximum use of graphics to communicate key messages to populations with limited literacy or limited English proficiency.

l. Unless otherwise prior approved in writing by the State, the Contractor shall design all member materials at the sixth (6.0) grade level or lower using the Flesch-Kincaid Index or other suitable metric that the State prior approves in writing. The Contractor shall evaluate materials using the entire text of the materials (except return addresses). When submitting draft materials to the State for approval, the Contractor shall provide a reading level analysis and certification of the reading level of each piece of material.

m. The Contractor covenants that all materials distributed to Members and prepared or produced by the Contractor shall be accurate in all material respects.

n. The Contractor shall ensure that up-to-date versions of all printed Member materials can be downloaded from its website/portal.

o. The number of Member handbooks and other relevant information to be printed shall be in sufficient quantities for distribution to the State's enrolled Subscribers, plus fifteen percent (15%) for distribution to new hires.

p. At the State's request, the Contractor shall attend meetings, workshops, and conferences to discuss and market the Program. Any on-site visits to agencies covered under this plan shall require prior approval by the State.

q. Prohibition on Promotional Materials: Unless approved in advance and in writing by the State, the Contractor shall not distribute any promotional materials or gifts to employees or plan members, even if such gifts are of a deminimus value (e.g., magnets, pens, etc.).

A.6. Member Identification Cards and Certificates of Coverage

a. The Contractor shall provide Members with identification (I.D.) cards and Certificates of Coverage following initial enrollment and thereafter only when a change is necessary. The cost of these items shall be borne by the Contractor. The State reserves the authority to review I.D. cards prior to issuance for use. The Contractor shall mail identification cards and Certificates of Coverage to members no later than twenty-one (21) calendar days prior to the go-live date as shown in contract section A.15.e.3. During the benefit year the Contractor shall mail I.D. cards and Certificates of Coverage to new members no later than ten (10) days from receipt of new enrollment and I.D. cards to existing members upon change in enrollment, as indicated in the enrollment information from the State and no later than ten (10) days from receipt of a Member's request for a replacement or duplicate card (at no charge to the member), and 14 days prior to each benefit year if requested by the State.

b. The Contractor shall have the capability on its website (see Contract Section A.8.k.) to allow members to print out temporary cards.

c. The Contractor shall use the State's Edison employee identification number (not Social Security Number) as the primary unique identifier for Members and shall include this number as the Member's identification number on the identification card.

A.7. Member Handbooks and Provider Directories

a. The Contractor, following review and approval by the State, shall update, print and distribute, upon the State's request, Member handbooks and shall maintain on its website an up-to-date version of the Member handbook.

b. The Member handbook shall be specific to the Program and shall detail benefits, premium rates, and provide other information helpful to members.

c. The Contractor shall distribute the Member handbook with a cover letter, if requested by the State, to every Subscriber no later than twenty-one (21) days prior to the go-live date as shown in contract section A.15.e.3. and thereafter fourteen (14) days prior to the start of each benefit year if requested by the State.

d. During the benefit year the Contractor shall mail handbooks and provider directories to new members, if requested by the State, no later than ten (10) days from receipt of new enrollment. With the State's approval, electronic means may be utilized to provide the Member handbook and to inform Members of the network of providers.

e. Upon the State's request, the Contractor shall provide Member handbooks to Agency Benefits Coordinators within fifteen (15) days of the State's request to provide copies.

f. The Contractor shall provide an electronic copy of the Member handbook to the State for posting on the State's website.

g. The network provider directory must include provider name, address and phone number and be organized in geographic areas at least as small as counties.

A.8. Website

a. In addition to the Contractor's own website where plan and member specific information shall be incorporated, the Contractor shall maintain a "splash" page dedicated to and customized for this Contract containing general plan information that does not require a member to login. The design of the splash page, inclusive of the site map, page layout, color/font scheme and branding, static content and any documents which can be accessed via or downloaded from the website, must be prior approved in writing by the State. Additionally, the Contractor shall obtain prior, written approval from the State for any links from the site to an external website/portal or webpage.

b. The Website shall be fully operational on or before the date specified in contract section A.15.e.13.

c. The Contractor shall update content and/or documents posted to the website within five (5) business days of the State's approval of changes to said content and/or documents.

d. In association with the State's Annual Enrollment Period, the Contractor shall provide all information pertinent to each new plan year on the website/portal by the first day of said period.

e. The Contractor shall submit to the State a website design specifications document, inclusive of a comprehensive site map, page design documentation including "screenshots" of all pages, all links to external sites (governmental and non-governmental) and all static content and documents associated with release #1 of the website for review and approval by the date specified in contract section A.15.e.14.

f. The Contractor shall host the website/portal on a non-governmental server, which shall be located within the United States.

g. The Contractor shall ensure that the website/portal meets all of the capacity, availability, performance and security requirements outlined in Contract Sections A.10. and A.11.

h. The Contractor shall obtain and cover the cost of the domain name for the website/portal.

i. To ensure accessibility among persons with a disability, the Contractor's website shall comply with Section 508 of the Rehabilitation Act of 1973 (29 USC Section 794d) and implementing regulations at 36 CFR 1194 Parts A-D.

j. At a minimum the website shall contain a home page with general information and links to additional information including, but not limited to, benefits, frequently asked questions (FAQs), the Member handbook, replacement or temporary id card, forms, and other information as requested by the State.

A.9. Administrative Services

a. The Contractor, upon request by the State, shall review and comment on proposed revisions to the benefits provisions in the Program. When so requested, the Contractor shall comment in regard to:

(1) industry practices;

(2) the overall cost impact to the Program;

(3) necessary changes in the Contractor's reporting requirements; and/or

(4) system changes required to administer any revised Program provisions.

b. The Contractor shall provide advice, assistance and information to the State regarding applicable existing and proposed Federal and State laws and regulations affecting the Program.

c. The Contractor shall provide advice and assistance with regard to questions as raised by the State, individual employees/retirees, former Members and others identified by the State.

d. The Contractor shall refer calls regarding eligibility and premium payment issues to the State.

e. The Contractor shall respond to all inquiries in writing from the State within three (3) business days after receipt of said inquiry. In cases where additional information to answer the State's inquiry is required, the Contractor shall notify the State within two (2) business days as to when the response can be furnished to the State. For matters designated as urgent by the State, the Contractor shall provide a response to the State within four (4) hours during normal business hours. During non-business hours, the Contractor shall provide a response to urgent matters to the State within twenty-four (24) hours. Staff members, from the applicable business unit, with final decision making authority shall provide responses. Said responses may be communicated through the Account Manager.

f. The Contractor shall answer, in writing, within five (5) business days, all written inquiries from Members concerning the status of claims submitted, all benefits available through the benefit option, its clarifications and revisions, and other relevant information.

g. The Contractor shall establish a formal grievance procedure for Members and providers to appeal decisions in regard to administration of the program and to resolve disputes that may arise in the administration of the program. The Contractor shall provide the State with a written copy of this grievance procedure by the date specified on contract section A.15.e.15., and the State reserves the right to require changes in the procedures when appropriate.

h. To maintain the privacy of personal information, the Contractor shall enable Transport Layer Security (TLS), or other encryption software as directed by the State, on the mail server used for daily communications between the State and the Contractor. TLS, or other protocols that provide data encryption, shall be enabled no later than the go-live date as listed in contract section A.15.e.16. and shall remain in effect throughout the term of the contract unless otherwise directed by the State.

i. The Contractor shall meet with representatives of the State periodically, but no less than annually, to discuss programmatic, operational and contractual issues related to the Program. The Contractor shall have in attendance the staff requested by the State, which shall include the Account Manager and representatives from the Contractor's organizational units required to respond to topics indicated by the agenda. These meetings will take place at the State of Tennessee offices in Nashville, TN. Quarterly meetings between the Contractor and the State may also be held upon request by either

the Contractor or the State. However, at its discretion, the State may allow the Contractor to participate in quarterly meetings by teleconference.

j. The Contractor shall perform, following review and approval by the State, annual customer satisfaction surveys. The survey instrument shall be developed and approved by the State by the date specified in Contract Section A.15.e.18. The survey shall be conducted at a time mutually agreed upon by the State and the Contractor and shall involve a statistically valid random sample of State members. Contractor shall guarantee a statistically valid response rate consistent with the sample size. Based upon the results of the survey, the Contractor and the State shall jointly develop an action plan to correct problems or deficiencies identified through this activity.

k. The Contractor shall not modify the services or benefits provided to Members during the term of this Contract without the prior written consent of the State.

l. The Contractor shall refer all media and legislative inquiries to the Division of Benefits Administration, which will have the sole and exclusive responsibility to respond to all such queries. However, the Contractor shall respond directly to audit requests from the Comptroller, to audit requests from divisions within the Department of Finance & Administration, and to subpoenas; in all such instances, the Contractor shall copy the Division of Benefits Administration on all correspondence.

m. Unless prior approved in writing by the State and in compliance with State and Federal law, the Contractor shall not use information gained through this Contract, including but not limited to utilization and pricing information, in marketing or expanding non-State business relationships or for any pecuniary gain.

A.10. Information Systems

a. The Contractor shall save in its computer system the State's Edison employee identification number for Members and shall include the Edison identification number when communicating with the State about a particular Member.

b. The Contractor shall for reporting purposes capture in its system the Member's agency of employment as identified in the State's Edison 834 enrollment record.

c. Call Center Systems Access: The Contractor's call center staff shall have access to claims management and other systems as necessary to respond to inquiries from members.

d. All Contractor systems shall maintain linkages and Subscriber - dependent (e.g., spouse to spouse and parent to child) relationships between initial and related subsequent interactions/transactions/events/activities. Additionally, when the Contractor houses indexed images of documents used by Members and subcontractors to transact with the Contractor, the Contractor shall ensure that these documents maintain logical relationships to certain key data such as member identification and subcontractor identification numbers. The Contractor shall also ensure that records associated with a common event, transaction or customer service issue have a common index that facilitates search, retrieval and analysis of related activities, e.g., interactions with a particular member about the same matter/problem/issue.

e. Upon the State's request, the Contractor shall be able to generate a listing of all Members (including each Member's Edison identification number) that were sent a particular document, the date and time that the document was generated, and the date and time that it was sent to particular Members or groups thereof. The Contractor shall also be able to generate a sample of said document.

f. Retention and Accessibility of Information

(1) The Contractor shall provide and maintain a comprehensive information retention plan that is in compliance with State and Federal requirements.

(2) The Contractor shall maintain information on-line for a minimum of one (1) year, based on the last date of update activity, and update detailed and summary history data for up to two (2) years to reflect adjustments.

(3) The Contractor shall provide within three (3) business days turnaround or better on requests for access to information. Such requests for information shall be made by the State or its authorized designee.

(4) If an audit or administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are unresolved, information shall be kept in electronic form until all tasks or proceedings are complete.

g. Information Ownership. All information, whether data or documents, and reports that contain or make references to said information, involving or arising out of this Contract is owned by the State. The Contractor is expressly prohibited from sharing or publishing State information and reports or releasing such information to external entities, affiliates, parent company, or subsidiaries without the prior written consent of the State.

(1) Upon termination of this Contract and request by the State, the Contractor shall provide to the State or its designated agent, pertinent data identified by the State for Members to effect a transition of the Program from the Contractor. The information shall be furnished in a format and medium as is compatible with the data processing system maintained by the State or its designated agent. Additionally, the Contractor shall provide all information necessary to properly interpret the data supplied. To ensure the continuous operation of the Program and upon 30 days notice, this information shall be provided to the State or its designated agent at least 45 days prior to the termination date of this Contract; further, the State may require the Contractor to provide this information at various other times prior to or after the termination date of this Contract.

h. System Availability, Business Continuity and Disaster Recovery (BC-DR)

(1) The Contractor shall ensure that critical Member and other web-accessible and/or telephone-based functionality and information including the website described in Contract Section A.8. (to be agreed to by the State and the Contractor) are available to the applicable System users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled system unavailability agreed upon by the State and the Contractor. Unavailability caused by events outside of the Contractor's span of control is outside of the scope of this requirement. Notification of any scheduled maintenance shall be posted on the member website/portal. The Contractor shall make efforts to minimize any down-time between 5:00 a.m. and 10:00 p.m. Central Time.

(2) The Contractor shall ensure that the systems within its span of control that support its data exchanges with the State are available and operational according to the specifications and schedule associated with each exchange.

(3) Regardless of the architecture of its systems, the Contractor shall develop and be continually ready to invoke a business continuity and disaster recovery (BC-DR) plan. The BC-DR plan shall encompass all information systems supporting this Contract. At a minimum the Contractor's BC-DR plan shall address the following scenarios:

i. Central and/or satellite data processing, telecommunications, print and mailing facilities and functions therein, hardware and software are destroyed or damaged;

ii. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of transactions that are active in a live system at the time of the outage;

iii. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of data maintained in a live or archival system; and

iv. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system.

(4) The Contractor shall provide the State a written summary of its BC-DR plan and latest test results at least one (1) month prior to the go-live date as shown in contract section A.15.e.19. The Contractor shall provide the State a copy of its BC-DR plan within ten (10) business days of the Contractor's revision of the plan.

(5) The Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore system functions. The Contractor shall submit a written summary of its annual BC-DR test results to the State.

(6) In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore system functions per the standards outlined in this Contract, the Contractor shall submit to the State a summary of its BC-DR corrective action plan that describes how the failure will be resolved. If the summary results show failure or that remedial action is necessary, the Contractor shall also provide a timeline of how long exposure is and when remediation will be implemented.

(7) In the event of a declared major failure or disaster, as defined in the Contractor's BC-DR plan the Contractor's critical functionality as discussed in Contract Section A.10. shall be restored within seventy-two (72) hours of the failure's or disaster's occurrence.

(8) The Contractor shall maintain a duplicate set of all records relating to this Program in electronic medium, usable by the State and the Contractor for the purpose of disaster recovery or data restoration.

i. Prior to implementing any major modifications to or replacement of the Contractor's core information systems functionality and/or associated operating environment, the Contractor shall notify the State in writing of the change or modification within a reasonable amount of time (commensurate with the nature and effect of the change or modification) if the change or modification; (a) would affect the Contractor's ability to perform one or more of its obligations under this Contract; (b) would be visible to State system users and members; (c) might have the effect of putting the Contractor in noncompliance with the provisions or substantive intent of this Contract; or (d) would materially reduce the coverage amounts payable or services provided to the average member. If so directed by the State, the Contractor shall discuss the proposed change with the State prior to implementing the change. Subsequent to this discussion, the State may require the Contractor to demonstrate the readiness of the impacted systems prior to the effective date of the actual modification or replacement.

j. System and Information Security and Access Management Requirements

(1) The Contractor shall make system information available to duly authorized representatives of the State and other State and Federal agencies to evaluate, through inspections or other means, the quality, appropriateness and timeliness of services performed.

(2) The Contractor's systems shall contain controls to maintain information integrity. These controls shall be in place at all appropriate points of processing. The controls shall be tested in periodic and spot audits following a methodology to be mutually agreed upon by the Contractor and the State.

(3) Audit trails shall be incorporated into all systems to allow information on source data files and documents to be traced through the processing stages to the point where the information is finally recorded.

(4) The Contractor shall provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The Contractor shall provide the State with access to data facilities upon request. The physical security provisions shall be in effect for the life of this Contract.

(5) Unless the State prior-approves in writing the Contractor's use of alternate mitigating controls, the Contractor shall use Federal Information Processing Standard (FIPS) 140-2 complaint technologies to encrypt all member specific information in motion or rest, including back-up media.

k. The Contractor shall provide requested State employees with access and update authority to the Contractor's eligibility system no later than one (1) week prior to the system go-live date as shown in contract section A.15.e.21. Additional users may be added at any time at the State's request.

A.11. <u>Data Integration and Technical Requirements</u>

a. The Contractor shall maintain an electronic data interface with the State's Edison System for the purpose of retrieving and processing Member enrollment records and any other files which may be identified and generated by the State. The Contractor shall be responsible for providing and installing the hardware and software necessary. The State requires the use by the Contractor of second level authentication for the exchange of member personal information. This is accomplished using the State's standard software product, which supports Public Key Infrastructure (PKI). The Contractor shall design a solution, in coordination with the State, to connect to the State's Secure File Transfer Protocol (SFTP) server using a combination of the password and the authentication certificate. The initial sign-on and transmission testing will use a password. Certificate testing may also be performed during the test cycle. Subsequent production sign-on will be done using the authentication certificate. The Contractor will then download the file and decrypt the file in its secure environment. The State of Tennessee uses public key encryption with Advanced Encryption Standard (AES) to encrypt PHI. If the State adopts a different or additional encryption standard or tool in the future, the Contractor shall, with adequate notice, cooperate with the State to maintain the security of protected information according to all applicable State and Federal standards.

b. Notwithstanding the requirement to maintain enrollment data, the Contractor shall not perform changes to enrollment data without the State's approval. This prohibition shall include, but not be limited to, initiation, termination, and/or changes of coverage.

c. At least two (2) months prior to the go-live date, the Contractor shall complete testing of the transmission, receipt, and loading of the enrollment file from the State.

d. At least one (1) month prior to the go-live date, the Contractor shall load, test, verify, and make available online for use the State's enrollment information. The Contractor shall

certify, in writing, to the State that the Contractor understands and can fully accept and utilize the enrollment files as provided by the State.

e. The Contractor shall maintain, in its systems, in-force enrollment records of all individuals covered by the Program.

(1) Weekly Enrollment Update: To ensure that the State's enrollment records remain accurate and complete, the Contractor shall, unless otherwise directed by the State, retrieve, via secure medium, the weekly enrollment file from the State, in the State's Edison 834 (5010 file format) (see RFP # 31786–00127, Appendix 7.7 for the current file format), which may be revised. Files will include full population records for all members and will be in the format of ANSI ASC X12N, Benefit Enrollment and Maintenance 834 (5010), version 005010X220A1, with several fields customized by the State.

(2) The Contractor shall complete and submit to the State a Weekly File Transmission Statistics Report within five (5) business days of receipt of the Weekly Enrollment Update. The Contractor shall submit this report via email to designated State staff. (See Contract Attachment C.)

(3) The Contractor and/or its subcontractors shall electronically process one hundred percent (100%) of electronically transmitted enrollment updates, including the resolution of any errors identified during processing, within four (4) business days of receipt of the weekly file. The State and the Contractor shall work to develop a process for responding to invalid or non-processed records.

(4) The Contractor and/or its subcontractors shall resolve all enrollment discrepancies as identified by the State or Contractor within one (1) business day of identification.

(5) The Contractor and/or its subcontractors, with collaboration from the State, shall resolve associated system errors, as identified through enrollment discrepancy resolution, in a timeframe mutually agreed upon with the State. The Contractor shall document in an eligibility system modification log, the system error details, the proposed solution, and the final solution as agreed upon by the State. The Contractor shall update and submit this log quarterly (refer also to Contract Attachment C, Reporting Requirements). Subsequent errors identical in nature may be subject to Liquidated Damages as specified in Attachment B.

(6) State Enrollment Data Match: Upon request by the State, not to exceed four (4) times annually, the Contractor shall submit to the State, in a secure manner, its full file of State Members, by which the State may conduct a data match against the State's Edison database. The purpose of this data match will be to determine the extent to which the Contractor is maintaining its database of State members. The State will communicate results of this match to the Contractor, including any Contractor requirements, and associated timeframes, for resolving the discrepancies identified by the data match.

f. The Contractor shall reconcile, within ten (10) business days of receipt, payment information provided by the State. Upon identification of any discrepancies, the Contractor shall immediately advise the State.

g. The Contractor's systems shall conform to any future federal and state specific standards for data exchange by the standard's effective date.

h. The Contractor shall partner with the State and member agencies in the management of current and future data exchange formats and methods and in the development and implementation planning of future data exchange methods not specific to HIPAA or other federal effort.

i. The Contractor's system(s) shall possess mailing address standardization functionality in accordance with U.S. Postal Service conventions.

A.12. Privacy & Confidentiality

The following privacy and confidentiality standards apply to all forms of assistance that the Contractor provides.

a. The Contractor shall develop, adopt, and implement standards, which are, at a minimum, compliant with the HIPAA statute and the HIPAA privacy and security rules in Title 45, Part 164, Code of Federal Regulations to safeguard the privacy and confidentiality of all Protected Health Information (PHI) about Members. For example, the Contractor shall ensure that it does not have completed forms sitting in public view, left in unsecured boxes or files, or left unattended in any off-site location (*e.g.*, in an automobile). The Contractor's procedures shall include but not be limited to safeguarding the identity of Members as plan members of the Program and preventing the unauthorized disclosure of PHI. The Contractor shall comply with the HIPAA amendments in the American Recovery and Reinvestment Act, Public Law 111-5, the HITECH Act, and any implementing regulations when they become effective.

b. The Contractor shall not use or further disclose PHI other than as permitted or required by HIPAA and the Business Associate Agreement; or as required by law. Use of PHI for , treatment, payment, or health care operations may include disclosure only as permitted by HIPAA, including HIPAA's "minimum necessary" standard or. Contractor shall report to the State any unauthorized use or disclosure of PHI as soon as possible. Contractor shall comply with the HIPAA Breach Notification Rules as required by 45 CFR 164.400 et al, and shall cooperate with the State in responding to any unauthorized use or disclosure of PHI related to this contract.

c. The Contractor shall use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI. The Contractor shall report to the State any unauthorized use or disclosure of the PHI within five (5) business days of any Security Incident of which it becomes aware.

d. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the Federal privacy rule.

e. The Contractor shall provide access to PHI in a "designated record set" in order to meet the requirements under 45 CFR §164.524.

f. The Contractor shall make any amendment(s) to PHI in a "designated record set" pursuant to 45 CFR §164.526.

g. The Contractor shall document disclosures of PHI and information related to such disclosures as would be required to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

h. The Contractor shall (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits, (ii) report to the State any security incident (within the meaning of 45 CFR § 164.304) of which the Contractor becomes aware, and (iii) ensure that any agent of the Contractor, including any subcontractor, agrees to the same restrictions and conditions that apply to the Contractor with respect to such information.

i. The Contractor shall not sell Public Sector Plan member information or use member information unless it is aggregated blinded data, which is not identifiable on a member basis.

j. The Contractor shall not use Public Sector Plan member identified or non-aggregated information for advertising, marketing, promotion or any activity intended to influence sales or market share of any product or service.

k. The Contractor shall have full financial responsibility for any penalties, fines, or other payments imposed or required as a result of the Contractor's non-compliance with, or violation of, HIPAA or HITECH requirements, and the Contractor shall indemnify the State with respect to any such penalties, fines, or payments.

l. The Contractor shall assure that all Contractor staff is trained in all HIPAA requirements, as applicable.

m. At the request of the State, the Contractor shall offer credit protection for those times in which a member's PHI is accidentally or inappropriately disclosed.

A.13. Audits and Quality Assurance

a. The Contractor shall cooperate fully with audits the State may conduct related to any aspect of the Program the State deems appropriate (at the Contractor's expense). The State may select any qualified persons or organization to conduct the audits. To the extent allowed by applicable law, the State agrees that persons or organizations conducting audits of the Contractor shall be prohibited from disclosing confidential patient records or proprietary or confidential information reasonably designated as such by the Contractor.

b. The Contractor shall maintain an internal quality assurance plan. If requested by the State, the Contractor shall provide a summary of the internal quality assurance plan indicating areas addressed, established criteria and standards and those methods employed to evaluate results.

c. The Contractor shall submit to the State, at least one (1) month prior to the go-live date, a summary of its methodology for conducting internal claims and operational audits, including audits to determine claims payment and processing accuracy and claims payment turnaround. The Contractor shall notify the State in writing at least thirty (30) calendar days in advance of any significant changes to its methodology. The State reserves the authority to review the change and require changes, where appropriate.

A.14. Reporting

a. As required by this Contract (see Contract Attachment C), the Contractor shall submit reports to the State. Reports shall be submitted electronically, in the format specified by the State (e.g. Excel instead of PDF), and shall be of the type and at the frequency indicated below. The State reserves the right to modify reporting requirements as deemed necessary to monitor the Program. The State will provide the Contractor with at least ninety (90) days' notice prior to implementation of a report modification.

Unless otherwise directed by the State, the Contractor shall submit reports as follows:

(1) Weekly reports shall be submitted by Tuesday of the following week:

(2) Monthly reports shall be submitted by the 15th of the following month;

(3) Quarterly reports shall be submitted by the 20th of the following month;

(4) Semi-Annual Reports shall be submitted by the 20th of the following month;

(5) Annual reports shall be submitted within sixty (60) days after the end of the calendar year.

Unless prior approved in writing by the State, each report shall be specific to the Program (not the Contractor's book of business).

b. The Contractor shall ensure that reports submitted by the Contractor to the State shall meet the following standards:

(1) The Contractor shall verify the accuracy and completeness of data and other information in reports submitted.

(2) The Contractor shall ensure delivery of reports or other required data on or before scheduled due dates.

(3) Reports or other required data shall conform to the State's defined written standards.

(4) All required information shall be fully disclosed in a manner that is responsive and with no material omission.

(5) Each report shall be accompanied by a brief narrative that describes the content of the report and highlights salient findings of the report.

(6) As applicable, the Contractor shall analyze the reports for any early patterns of change, identified trend, or outliers and shall submit a written summary with the report including such analysis and interpretation of findings. At a minimum, such analysis shall include the identification of change(s), the potential reasons for change(s), and the proposed action(s).

(7) The Contractor shall notify the State regarding any significant changes in its ability to collect information relative to required data or reports.

(8) The submission of late, inaccurate or otherwise incomplete reports shall be considered failure to report within the specified timeframe (see Contract Attachment B.7.).

(9) State requirements regarding reports, report content and frequency of submission may change during the term of the Contract. The Contractor shall have at least forty-five (45) days to comply with changes specified in writing by the State.

c. The Contractor shall notify the State, within three (3) business days of identification, about any situation that appears to negatively impact the administration or delivery of the program, plan, or benefits. Failure to do so may result in Liquidated Damages as specified in Attachment B. The situation shall be researched and resolved in a timeframe mutually agreed upon with the State.

A.15. <u>Implementation</u>

a. Dental Preferred Provider Organization Program Implementation Plan. General Requirements: The Contractor shall provide to the State a comprehensive Implementation Plan no later than thirty (30) days after the Contract Award Date as specified in Contract Section A.15.e.1. The plan shall outline the steps necessary for the Contractor to submit deliverables by the dates specified in Contract Section A.15.e. for the Contractor to be fully operational by the Program go-live date of January 1, 2016. This plan shall include a detailed timeline description of all work to be performed both by the Contractor and the State. The implementation plan shall also provide specific details on the following:

(1) Identification, timing, and assignment of significant responsibilities and tasks;
(2) Names and titles of key implementation staff;
(3) Identification and timing of the State's responsibilities;
(4) Processing of test data for appropriate interpretation of data values;

(5) Identification and timing for the testing, acceptance and certification of exchange of data between the Contractor and Edison and other relevant information systems;
(6) Member communications and their timing (consistent with Benefits Administration's larger member communication strategy); and
(7) Schedule of in-person meetings and conference calls with the State.

b. The Contractor shall have a designated full-time implementation team to service this account. All of the Contractor's implementation team members shall have participated, as team members, in the implementation of dental preferred provider organization program for at least one other large employer (i.e., an employer plan with at least 10,000 members). The Contractor's implementation team shall include a full-time, designated project manager ready to begin work immediately following the contract signing until thirty (30) days after the go-live date. The team shall also include an Account Manager dedicated to this Contract, who will be the main contact with the State for all of the day-to-day matters relating to the implementation and ongoing operations of this Contract. Also, the Contractor shall assign a backup to the Account Manager. An Information Systems Project Manager shall be part of the implementation team. All implementation team members shall be available as needed during the implementation as well as thirty (30) days after the go-live date.

c. Staffing Plan:

(1) General Requirement. As part of its Project Implementation Plan described above, the Contractor shall submit to the State for review and approval a detailed staffing plan. The Contractor shall submit to the State its Staffing Plan with its Project Implementation Plan by the date specified in Contract Section A.15.e.1.

(2) Contents. The staffing plan shall provide staffing estimates for all functions and requirements of the Contract, including:

i. Representatives/operators, serving in the Call Center

ii. Contractor supervisory/account management staff; and

iii. Technical Staff, as required to process the State's program enrollment files from the State's Edison system.

d. The State may conduct a comprehensive readiness review of the Contractor at least sixty (60) days prior to January 1, 2016 in order to ensure that the Contractor is able and prepared to perform all functions required by this Contract and to provide high quality services to Members. Such review by the State may include an on-site review of the Contractor's customer service, claims adjudication facilities and operation. Contractor shall participate in all readiness review activities conducted by the State staff and/or the State's benefit consultants to ensure the Contractor's operational readiness for all products and services (e.g. claims adjudication, eligibility, member services, reporting requirements, Edison interface, etc.) The State will provide the Contractor with a summary of findings that may include areas requiring corrective action prior to January 1, 2016.

e. Due Dates for Project Deliverables/Milestones

Unless otherwise specified in writing by the State, the Contractor shall adhere to the following schedule for the deliverables and milestones for which it is responsible under this Contract:

Deliverables/Milestones:	Contract Reference(s):	Deliverable Due Dates:

	Deliverables/Milestones:	Contract Reference(s):	Deliverable Due Dates:
Implementation			
1.	Implementation plan, Staffing Plan and timetable	A.15.a. and c.	Within 30 days post Contract Award Date
2.	All Subcontractors approved by State and copies of the executed subcontracts provided, if requested by the State	A.3.i.	Within 45 days post Contract Award Date
3.	Go-Live	A.1.a.	January 1, 2016
4.	Kick-off meeting for all key Contractor staff	A.3.f	No later than 30 days after Contract Award Date
5.	State readiness review if requested by State	A.15.d.	November 1, 2015
Provider Network			
6.	Dental Preferred Provider Organization Network in place	A.2.a.	September 1, 2015
7.	. DPPO Providers aware of plan provisions	A.2.e.	December 1, 2015
Staffing			
8.	Staff identified and assigned responsibilities	A.3.a.	30 days post Contract Award Date
9.	Account Team Satisfaction Survey	A.3.k.	Within 60 days after Go-Live
Call Center			
10.	Call center open and accepting calls	A.4.a.	September 14, 2015
11.	Call center statistics	A.4.d.	Weekly from December 1, 2015 through February 29, 2016 and thereafter monthly
Member Communications/Materials			
12.	2016 Member Handbook	A.5.a.	September 1, 2015
13.	Member ID cards and Certificate of Coverage mailed to Members	A.5.a.	December 14, 2015
Website			
14.	Web site go-live	A.8.b.	September 1, 2015
15.	State review of web site	A.8.e.	August 17, 2015
Administrative Services			
16.	Grievance procedure description	A.9.g.	December 1, 2015
17.	Transport Layer Security (TLS)	A.9.h.	January 1, 2016
18.	Quarterly meetings with the State	A.9.i.	May 2, 2016
19.	Customer Satisfaction Survey template	A.9.j.	July 1, 2016

	Deliverables/Milestones:	Contract Reference(s):	Deliverable Due Dates:
	approved by State		
Information Systems			
20.	Business Continuity Disaster Recovery (BC/DR) Results Report	A.10.g.(4)	December 1, 2015
21.	Provide State employees with access and update authority to the Contractor's eligibility system	A.10.j.	November 23, 2015
Data Integration & Technical Requirements			
22.	Completion of enrollment file testing	A.11.c.	November 1, 2015
23.	Edison System Interface/Enrollment file acceptance/Enrollment data online	A.11.d	December 1, 2015
24.	Weekly File Transmission Statistics Report	A.11.e.(2)	Within 5 business days of receipt of enrollment file
Reporting			
25.	Confirm with State the format, data needed, and due dates for each required report	A.14. and Contract Attachment C	November 1, 2015
Quality Assurance			
26.	Copy of internal quality assurance plan	A.13.c.	December 2, 2015
Regulatory Requirements			
27.	Certificate of Coverage	A.16.a.	November 2, 2015

A.16. Regulatory Requirements

a. The Contractor shall prepare and submit to the State for approval no later than sixty (60) days prior to Program implementation on January 1, 2016, the *Dental Preferred Provider Organization Insurance Certificate of Coverage* approved by the Division of Benefits Administration and the State of Tennessee Department of Commerce and Insurance. Such Certificate shall be added as a Contract Attachment incorporated by reference once approved. The Certificate of Coverage shall include at a minimum the following:

(1) General Benefit and Eligibility Provisions;

(2) Description of Benefits and Claims Process;

(3) General Limitations, Exclusions and Waiting Periods;

i. Provided, however, that the Contractor shall apply credit for prior length of continuous enrollment in the State Dental Preferred Provider Organization (DPPO) program for all Members who were enrolled in the State DPPO program on December 31, 2015 and who continued coverage under the new DPPO Program effective January 1, 2016. Such requirement shall also apply to Members maintaining COBRA continuation coverage.

(4) Optional Services; and

(5) Schedule of Benefits, including

i. Diagnostic and Preventive Benefits, and Limitations and Exclusions;

ii. Basic Benefits, and Limitations and Exclusions;

iii. Major Benefits, and Limitations and Exclusions;

iv. Orthodontic Benefits, and Limitations and Exclusions;

v. Group Variables for In and Out of Network Benefits; and

vi. Any lifetime or annual maximums.

b. The Contractor shall post the most current Certificate of Coverage on its State of Tennessee Member website and provide a copy of the Certificate for the State to post on its website.

c. The Contractor shall submit to the State a revised Certificate within thirty (30) days of any changes to the benefits, limitations, exclusions or other provisions of the Program which are detailed in the Certificate.

d. The Contractor shall immediately notify the State of any pending disciplinary action initiated by the State of Tennessee Department of Commerce and Insurance that may materially impact its ability to perform under this Contract.

A.17. Definitions

a. **Agency Benefits Coordinator:** The individual within each agency or department who is the officially-designated liaison between Benefits Administration and employees/members.

b. **Average Speed of Answer (ASA):** The mean time between (a) the moment at which a caller to the Contractor's call center first hears an introductory greeting and enters the queue and (b) the time at which a call center representative at the call center answers the call. For this definition, the term "answer" shall mean to begin an uninterrupted dialogue with the caller. If a call center representative asks the caller to hold during the first 60 seconds of the dialogue, the Contractor shall not consider the call to be "answered" for purposes of this definition until the call center representative returns to the caller and begins an uninterrupted dialogue.

c. **BC/DR:** Business Continuity/Disaster Recovery. Disaster Recovery and its associated planning refer to specific steps that must be undertaken to resume operations in the aftermath of a catastrophic natural disaster or complete technology failure. Business Continuity describes the higher-level processes that must be put in place so that an organization's mission-critical functions can continue during and after a disaster.

d. **Benefits:** The services available to members and the corresponding amounts that Members and the Contractor will pay for dental services under this contract.

e. **Benefits Administration:** The division of the Tennessee Department of Finance & Administration that administers the public sector plans.

f. **Business Days:** Traditional workdays, including Monday, Tuesday, Wednesday, Thursday, and Friday. State Holidays are excluded.

g. **Calendar Days:** All seven days of the week.

h. **Co-insurance**: The percentage paid by the Contractor or Member toward the allowable amount of charge (flat dollar amount) for a service provided to a Member.

i. **Compliance with Section 508:** To ensure accessibility among persons with a disability, the Contractor's multimedia/video tools, website content shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and implementing regulations at 36 CFR 1194 Parts A-D.

j. **Contract Award Date:** The date on which the Insurance Committees approved entering into a contract with the best evaluated respondent on RFP 31786-00127.

k. **Days:** Unless otherwise specified, refers to calendar days.

l. **Deliverable:** A document, manual, or report (in hard copy, electronic format or specific medium as required) that the Contractor submits to the State to fulfill requirements of this Contract.

m. **Dependent:** A dependent (spouse or child) of a Subscriber.

n. **Edison:** The State's enterprise resource planning system, which supports human resources, payroll, employee benefits, contracting, procurement and other agency functions.

o. **Eligible Employees and Dependents:** Employees and their dependents of State, Local Education, and Local Government agencies participating in the DPPO who meet the eligibility requirements as defined in Contract Attachment D.

p. **Eligible Retirees and Dependents:** Retirees and their dependents meeting the eligibility requirements as defined in Contract Attachment D.

q. **First Call Resolution**: A Member's question(s) is answered during their first call eliminating the need for the Contractor to call back the member.

r. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** Title I of HIPAA protects health insurance coverage for workers and their families when they change or lose their jobs. Title II, the Administrative Simplification (AS) provisions, requires the establishment of national standards for electronic healthcare transactions and national identifiers for providers, health insurance plans and employers. The HIPAA Administration Simplification provisions also address the security and privacy of health information.

s. **Holidays:** Days on which official holidays and commemorations as defined in Tennessee Code Annotated § 15-1-101 *et seq*., are observed.

t. **Information Technology (IT):** A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e. structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.

u. **Local Education Agency (LEA) Plan**: Refers to all group insurance plan options sponsored by the Local Education Insurance Committee

v. **Local Government Plan:** Refers to all group insurance plan options sponsored by the Local Government Insurance Committee.

w. **Loss Ratio:** The percentage ratio derived from the sum of total claims dollars paid divided by the total collected premiums.

x. **Maximum Allowable Charge:** The highest dollar amount of reimbursement for specific dental procedures provided by DPPO network providers.

y. **Members:** Eligible employees, retirees and dependents enrolled in the DPPO Program.

z. **Network Provider:** A provider that has a provider agreement with the Contractor to provide services according to specific terms and rates.

aa. **Plan Year:** January 1 through December 31 of the same calendar year.

bb. **Prepaid Dental Program:** Dental Program that provides dental benefits at a fixed Member copay for dental services provided by network providers.

cc. **Protected Health Information (PHI):** individually identifiable health information that is transmitted by electronic media, maintained in electronic media; or transmitted or maintained in any other form or medium..

dd. **State, Local Government, and Local Education Insurance Committees:** Policy making bodies for the State, Local Government, and Local Education plans established under Tennessee Code Annotated Title 8; Chapter 27 – 101, 207, and 301 respectively

ee. **State Plan:** Refers to all group insurance plan options sponsored by the State Insurance Committee.

ff. **Subscriber:** An employee or retiree enrolled in the DPPO Program.

gg. **Telecommunication Device for the Deaf (TDD):** Special telephony devices with keyboard attachments for use by individuals with hearing impairments who are unable to use conventional phones. Also known as Teletype (TTY).

hh. **Week, Calendar:** The traditional seven-day week, Sunday through Saturday.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on July 1, 2015, and extend for a period of thirty (30) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty - six (66) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the level of coverage in the Dental Preferred Provider Organization (DPPO) Insurance Program elected by Subscribers and the premium rates presented below, in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services defined in Section A *Pro Forma* Contract.

b. The Contractor shall be compensated based upon the following payment methodology:

(1) For service performed from January 1, 2016, through December 31, 2017, the following rates shall apply:

c. If

Four Tiered Guaranteed Monthly Premiums for Active Subscribers	Calendar Year 2016 1/1/2016 – 12/31/2016	Calendar Year 2017 1/1/2017 – 12/31/2017
Employee	**$ /Active Subscriber**	**$ /Active Subscriber**
Employee + Spouse	**$ /Active Subscriber**	**$ /Active Subscriber**
Employee + Child(ren)	**$ /Active Subscriber**	**$ /Active Subscriber**
Employee + Spouse + Child(ren)	**$ /Active Subscriber**	**$ /Active Subscriber**
Four Tiered Guaranteed Monthly Premiums for Retiree Subscribers	**Calendar Year 2016 1/1/2016 – 12/31/2016**	**Calendar Year 2017 1/1/2017 – 12/31/2017**
Retiree	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**
Retiree + Spouse	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**
Retiree + Child(ren)	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**
Retiree + Spouse + Child(ren)	**$ /Retiree Subscriber**	**$ /Retiree Subscriber**

member materials containing an error had been approved by the State in writing and the error was detected after the materials have been mailed, the State will reimburse the Contractor the production and postage cost of mailing the corrected version pursuant to Contract Section C.3.d.

d. For mailings above those identified in the contract, the State shall reimburse the Contractor for the following, selected actual costs in the performance of this Contract upon Contractor providing documentation of actual costs incurred.

(1) Postage. The State shall reimburse the Contractor for the actual cost of postage for mailing materials produced under the terms of this Contract and as directed and authorized by the State.

(2) Printing/Production. The State shall reimburse the Contractor an amount equal to the actual net cost of document printing/production as required and authorized by the State and as detailed by the Contract Scope of Services.

Notwithstanding the foregoing, the State retains the option to authorize the Contractor to deliver a product to be printed, approve and accept the product but

not use the Contractor to print the material. In those situations, the State shall have the discretion to use other printing and production services at its disposal.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: State Agency & Division Name;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not be paid by the State under this Contract until the State has received the following properly completed documentation.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending on the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Sylvia D. Chunn, Procurement and Contracting Manager
Finance and Administration, Division of Benefits Administration
312 Rosa L. Parks Ave, N
WRS Tennessee Tower, 19th floor
Nashville, TN 37243
Sylvia.chunn@tn.gov
Telephone # 615.253.8358
FAX # 615.253.8556

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties hereto and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized service completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor or any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D. 11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of the State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA and HITECH Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations, as well as any other relevant laws and regulations regarding privacy.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:

(1) Compliance with the Privacy Rule, Security Rule, Notification Rule;
(2) The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
(3) Timely Reporting of Violations in Use and Disclosure of PHI; and
(4) Time Reporting of Security Incidents.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and HITECH and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.

c. The Contractor agrees that its duties under this contract qualify it as a "business associate" of the State as that term is defined under HIPAA. Contractor will sign the State's business associate agreement, which is attached as Attachment E. The State, in its discretion may, accept changes to the business associate agreement if it finds that such changes are appropriate, or may determine that HIPAA does not require a business associate agreement.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of HIPAA and HITECH as well as any other relevant laws and regulations regarding privacy. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation. The Contractor may also be liable for damages for failure to comply with this section, including any applicable liquidated damages set forth in Attachment B.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.
g. the Contractor's State of Tennessee Group Dental Insurance Voluntary Preferred Provider Organization Program Certificate of Coverage (DPPO Certificate of Coverage);
f. the Contractor's State of Tennessee Group Dental Insurance Voluntary Preferred Provider Organization Program Maximum Allowable Charges (*DPPO MAC).*

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's response to RFP-31786-00127 (RFP Attachment 6.2, Section B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.4. Liquidated Damages. If the Contractor fails to perform in accordance with any term or provision of this contract, only provides partial performance of any term or provision of the Contract, violates any warranty, or any act prohibited or restricted by the Contract occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the

amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.5. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.6. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four

(24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE,
STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE,
LOCAL GOVERNMENT INSURANCE COMMITTEE::

NAME & TITLE **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES

To effectively manage contractual performance, the State has established performance guarantees to evaluate the Contractor's obligations with respect to the Contract. The Contractor is expected to perform according to a certain level of standards. If these standards are not met, the State is entitled to impose liquidated damage assessments. The list of Performance Guarantees and associated Liquidated Damages are included in this Attachment.

1. **Performance Reporting:** The Contractor shall develop a Performance Report Card as a means to measure compliance on a quarterly basis. The Contractor shall provide the quarterly performance report card in a manner acceptable to the State, on or before the 20th day of the month following the reporting quarter. Supporting documentation used to calculate the performance guarantees shall be provided with the Performance Report Card. The Performance Report Card shall include cumulative data over the life of the contract.
2. **Payment of Liquidated Damages:** It is agreed by the State and the Contractor that any liquidated damages assessed by the State shall be due and payable to the State within forty-five (45) calendar days after Contractor receipt of the Invoice containing an assessment of liquidated damages. If payment is not made by the due date, said liquidated damages may be withheld from future payments by the State without further notice.
3. **Maximum Assessment:** The maximum amount of Liquidated Damages payable over any twelve (12) month period shall not exceed five percent (5%) of the annual maximum liability in the Contract at the beginning of the calendar year during which the assessments occurred. In the event that a single occurrence subjects the Contractor to Liquidated Damages in multiple subsections of this provision, the State is entitled to assess a single Liquidated Damage selected at the discretion of the State.
4. **Waiver of Liquidated Damages:** The State, in its sole discretion, may elect not to assess Liquidated Damages against the Contractor in certain instances, including but not limited to the following:
    a. Where the State determines that only inconsequential damage has occurred, unless the deficiency is part of a recurring or frequent pattern of deficiency, with regard to one (1) or more Contract deliverables or requirements
    b. For performance measures that are resolved based on the Contractor's corrective action plan
    c. If the failure is not due to Contractor fault (i.e. caused by factors beyond the reasonable control and without any material error or negligence of the Contractor, its staff or subcontractors)
    d. Where no damage or injury has been sustained by the State or its Members
    e. Where the failure does not result in increased Contract management time or expense
    f. Where the failure results from the State's failure to perform
    g. For other reasons at the State's sole discretion
5. **General Liquidated Damages:** In the event that the Contractor has failed to meet a performance guarantee that is set out in the Contract, but for which the Liquidated Damage standards are not spelled out in this Attachment, the State may assess liquidated damages under this General Liquidated Damages provision. The liquidated damages may be assessed at the rate of five hundred dollars ($500.00) per business day until the guarantee has been met.
6. The Contractor shall pay to the State the indicated total dollar assessment upon notification by the State that an amount is due, through the term of this Contract.
7. As prior approved by the State in writing, performance guarantees shall be measured specific to the Public Sector Plans or on the Contractor's book of business.

1. Program Start-up (see Contract Section A.15.e.)	
Guarantee	All services required by this contract between the "contract start date" and the "go-live" date as specified in contract section A.15.e. shall be completed as specified.
Assessment	One thousand dollars ($1,000.00) for each day beyond the deadline that any service deliverable is not completed.
Measurement	Measured, reported, reconciled, and paid no later than three (3) months after the go-live date.
2. Enrollment Set-Up (see Contract Section A.11.e.)	
Guarantee	Enrollment information shall be loaded, tested, verified and available online for use no later than thirty (30) days prior to the go-live date specified in Contract Section A.15.e.
Assessment	Five hundred ($500) for each day beyond the date specified in Contract Section A.15.e.
Measurement	Measured, reported, reconciled and paid no later than three (3) months after the go-live date.
3. Enrollment Posting (see Contract Section A.11.e.)	
Guarantee	One hundred percent (100%) of electronically transmitted enrollment updates, including the resolution of any errors identified during processing, shall be processed within four (4) business days of receipt of the weekly file as required in Contract Section A.11.e.
Assessment	One hundred dollars ($100) per day for the first (1st) and second (2nd) business days out of compliance; five hundred dollars ($500) per business day thereafter.
Measurement	Measured and reported weekly; reconciled and paid quarterly.
4. Enrollment Discrepancies (see Contract A.11.e.)	
Guarantee	Resolve all enrollment discrepancies (any difference of values between the State's database and the Contractor's database) as identified within one (1) business day of notification by the State or identification by the Contractor, as required in Contract Section A.11.e.
Assessment	Per discrepancy, one hundred ($100) per day for the first (1st) and second (2nd) business days out of compliance; five hundred ($500) per business day thereafter.
Measurement	Measured and reported quarterly; reconciled and paid quarterly.
5. Program Go-Live (see Contract Section A.15.)	
Guarantee	All services required by this contract shall take effect (i.e. "go-live") and be fully operational on January 1, 2016.
Assessment	One thousand dollars ($1,000.00) for each day beyond the deadline that all services are not fully operational.
Measurement	Measured, reported, reconciled, and paid no later than four (4) months after the go-live date.
6. *Approval of Communication Materials (see Contract Section A.5.f.)*	
Guarantee	All materials, including but not limited to: ID cards and letters, produced by the Contractor shall be provided to the State for review and prior to planned printing, assembly, and/or distribution, as required in Contract Section A.5.f.
Assessment	One thousand dollars ($1,000.00) for each occurrence the standard is not met. An occurrence is defined as per mailing and not per mail piece.
Measurement	Reported, reconciled, and paid per occurrence through the duration of the Contract.
7. *Tennessee Edison System Interface (see Contract Section A.11.)*	
Guarantee	Contractor's interface with the Edison System shall be fully operational by the date specified in Contract Sections A.15.e.22., and the contractor shall maintain, from January 1, 2016 through the term of the contract, a valid interface with the Edison System.
Assessment	One thousand dollars ($1,000.00) per day for every day out of compliance.

Measurement	Fully operational shall mean the Edison Certification of Interface Acceptance has been executed and that weekly files obtained by the Contractor from the State's Edison system will be timely and accurately processed and the data loaded directly into the Contractor's production database. Ongoing measurement, reconciled quarterly, and quarterly assessment paid annually.
8. *Average Speed of Answer (see Contract Section A.4.)*	
Guarantee	The Contractor's call center shall maintain an average speed of answer (ASA) of thirty (30) seconds or less, as required in Contract Section A.4.c.(1).
Assessment	One thousand dollars ($1,000) for each calendar month that the average speed of answer exceeds the threshold above.
Measurement	The Contractor shall calculate the number of instances during each day during which a caller's time-to-answer exceeds this threshold (based on Contractor's internal telephone support system reports) compared to the total number of calls per day. Measured and reported on a weekly basis during the thirty (30) days prior to the go-live date through sixty (60) days after the go-live date. Thereafter, measured and reported monthly. Reconciliation shall be quarterly and quarterly assessment paid annually.
9. *First Call Resolution (see Contract Section A.4.)*	
Guarantee	The Contractor's call center shall maintain a monthly average rate of ninety-two percent (92%) for first call resolution, as required in Contract Section A.4.c.(2).
Assessment	One thousand dollars ($1,000) for each calendar month that the average first call resolution rate exceeds the threshold above.
Measurement	The Contractor shall calculate the number of instances during each day during which a caller's initial call was answered without needing a call back from the Contractor (based on Contractor's internal telephone support system reports) compared to the total number of calls. Measured and reported on a weekly basis during the thirty (30) days prior to the go-live date though sixty (60) days after the go-live date. Thereafter, measured and reported monthly. Reconciliation shall be quarterly and quarterly assessment paid annually.
10. *Management Reporting (see Contract Section A.14.)*	
Guarantee	All reports shall be delivered as specified in Section A.14, unless otherwise directed by the state.
Assessment	One hundred dollars ($100.00) for each report not delivered within the time frame specified in the contract.
Measurement	Measured based on report due date (weekly, monthly, quarterly, semi-annually, and annually); Reconciled quarterly and quarterly assessment paid annually.
11. *Privacy and Security of Members Information (see Contract Section A.12)*	
Guarantee	The Contractor shall not release, intentionally or unintentionally, members' personal information, enrollment information, or claims information to unauthorized parties.
Assessment	For breaches affecting fewer than five hundred (500) members: Two thousand five hundred dollars ($2,500) for the first violation, five thousand dollars ($5,000) for the second violation and ten thousand dollars ($10,000) for the third and any additional violations. For breaches affecting five hundred (500) or more members: Twenty-five thousand dollars ($25,000) per violation. The assessment will be imposed on a per incident basis and the assessment will be levied on the graduated basis detailed above. ***In the event Contractor is responsible for Federal Penalties related to a Privacy or HIPAA violation, the State may, at its discretion waive any Liquidated Damages due the State in association with the same violation.***
Measurement	Measured, reported, reconciled, and paid per occurrence.
12. Member Satisfaction (see Contract Section A.9.j.)	
Guarantee	The level of overall customer satisfaction, which is measured annually by a State-approved Member Satisfaction Survey, will be eighty-five percent (85%) or greater in the first year of the contract and equal to, or greater than, ninety percent (90%) in all subsequent years of the contract term.
Assessment	Ten thousand dollars ($10,000.00) for failure to reach the guarantee.
Measurement	Measured, reported, reconciled and paid annually.
13. Provider Network Accessibility (see Contract Section A.2.)	
Guarantee	As measured by the GeoAccess Provider & Facility Network Accessibility Analysis, the Contractor's provider network will assure that Members will have the Access Standard indicated.

Provider Type	Access Standard
General Dentists	Urban 2 providers within 10 miles for 95% of Members Suburban 2 providers within 15 miles for 95% of Members Rural 2 providers within 20 miles for 95% of Members
Specialist Dentists	Urban 1 provider within 15 miles for 95% of Members Suburban 1 provider within 20 miles for 95% of Members Rural 1 provider within 25 miles for 90% of Members

Assessment	Liquidated damage of five thousand dollars ($5,000.00) if any of the above standards is not met.
Measurement	Measured, reported, reconciled and paid annually through the duration of the contract.
14. Primary Dentist Turnover Rate (see Contract Section A.2.a)	
Guarantee	Total Primary dentists leaving the network, regardless if the action is voluntary or involuntary, will not exceed 15% in any plan year.
Assessment	Ten thousand dollars ($10,000.00) if General Dentist turnover rate exceeds 15%.
Measurement	Calculated by dividing the number of General dentists leaving the network during the plan year, regardless if the action is voluntary or non-voluntary, by the Total number of General dentists at beginning of plan year. Measured, reported, reconciled and paid annually through the duration of the contract.

REPORTING REQUIREMENTS

As required by Contract Section A.14., the Contractor shall submit Management Reports to the State. The reports shall be used by the State to assess the DPPO Program costs and utilization as well as reconcile the Liquidated Damages. All reports shall be submitted in Microsoft Excel format, unless otherwise specified by the State, and shall be sent to the State via secure email.

1) **Liquidated Damages Tracking**, as detailed in Contract Attachment B, each component to be listed with guarantee and actual results, submitted quarterly and annually using the template prior approved in writing by the State; the report shall also include a narrative statement regarding the status of each item

2) **DPPO Benefit Savings and Payments,** must be submitted quarterly and annually separately for Actives and Retirees with an overall summary and as follows distinguishing between in-network and out-of-network:

Type of Service	Charges	Allowed	DPPO Savings	Patient Cost	Benefit
TYPE A					
TYPE B					
TYPE C					
TYPE D					
Not Covered					
TOTAL					

3) **In Network and Out-of-Network Utilization submitted quarterly and annually by:**
   a. Submitted charges
   b. Benefits Paid
   c. Member Utilization

4) **Summary Plan Information:** Must be submitted quarterly and annually separately for Actives and Retirees; plus an overall summary.

Premium Level	Subscribers	Paid Premium	Claim Count	Paid Claims
Employee				
Employee + Spouse				
Employee + Child(ren)				
Employee + Spouse + Child(ren)				
TOTAL				

5) **Dental Loss Ratio**

   As defined by Contract Sections A.17.w. Contractor shall quarterly and annually calculate its Dental Loss Ratio (DLR) and submit such calculation and any necessary supporting data to the State.

6) **Network Changes Update Report submitted quarterly, displaying the following:**
   a. Present Network of Participating Providers Specialty
   b. Additions to the Network by Name, Specialty and Location
   c. Terminations to the Network by Name, Specialty and Location

d. Targeted areas for recruitment
e. Provider turnover ratio (quarterly and annually)

7) **Call Center Activity Reports**, as detailed in Contract Section A.4.d, submitted weekly, then monthly.
   a. Average Speed of Answer – statistics to support an average speed of answer (ASA) of thirty (30) seconds or less for monthly calls
   b. First Call Resolution – statistics to support a monthly average rate of ninety-two percent (92%) for first call resolution

7) **Member Satisfaction Survey Report**, submitted annually by agreed upon date by secure email using the template prior approved in writing by the State.

8) **Account Team Satisfaction Survey Report**, submitted annually using the template prior approved in writing by the State

9) **BC/DR Test Results Report**, submitted annually by email using the template prior approved in writing by the State.

10) **Weekly File Transmission Statistics Report**, submitted by secure email within five (5) business days of receipt of the weekly enrollment update file using the template prior approved in writing by the State.

11) **Eligibility System Modification Log**, submitted quarterly by secure email using the template prior approved in writing by the State.

12) **Claims Experience Report**, submitted upon request by the State to summarize claims experience for Members by employing agency for a specific time period.

13) **AdHoc Reports,** The Contractor shall submit such ad hoc reports as are deemed by the State to be necessary to analyze the DPPO Program. The exact format, frequency and due dates for such reports shall be mutually agreed upon with the Contractor and shall be submitted at no cost to the State.

CONTRACT

ATTACHMENT D

The Program Benefits in this attachment are current as of the start date of this Contract.

The Program Benefits may be changed if approved by the State and will be kept current in both the Dental Preferred Provider Organization Certificate of Coverage, and this Contract.

DPPO INSURANCE BENEFITS

	In Network Benefits		Out of Network Benefits	
ANNUAL DEDUCTIBLE– APPLIES TO SCHEDULE B & C				
Amount per Person per calendar year	$25		$100	
Maximum per Family per calendar year	$75		$300	
BENEFIT PERCENTAGES				
Schedule A – Diagnostic and Preventive Benefits	100%		80%	
Schedule B – Basic Benefits	80%	of	60%	of
Schedule C – Major Benefits (waiting periods apply)	50%	MAC*	50%	MAC
Schedule D – Orthodontic Benefits (waiting periods apply)	50%		50%	
ANNUAL MAXIMUM FOR SCHEDULE A, B, AND C DENTAL SERVICES				
Amount per Person per calendar year	$1,500			
LIFETIME MAXIMUM FOR SCHEDULE D DENTAL SERVICES				
Lifetime amount per dependent child to age 19	$1,250			
BENEFIT WAITING PERIODS				
a) Inlay/Onlay Restorations, Crowns, Complete or Partial Dentures, the addition of teeth to existing Partial Dentures, Fixed Partial Dentures, and Implants	6 Months			
b) Replacement for tooth missing prior to Member effective date of coverage	12 Months			
c) Orthodontics	12 Months			

*MAXIMUM ALLOWABLE CHARGE (MAC)—Members are not responsible for charges exceeding the MAC if they select a participating network DPPO dentist. Members are responsible for charges that exceed the MAC per procedures charged by out-of-network providers.

I. <u>Benefits</u>

The Schedule of Benefits in this document reflects the procedures that DPPO will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described above. The DPPO shall apply credit for prior length of continuous enrollment in the State DPPO plan for any Members and/or dependents who were enrolled in the State DPPO plan on December 31, 2015 and who continued coverage under the new DPPO Program effective January 1, 2016. Such requirement shall also apply to Members maintaining COBRA continuation coverage.

In addition to the limitations and exclusions shown in the Schedule of Benefits section, DPPO does not pay for the following:

General Limitations and Exclusions

a) Services performed primarily for cosmetic reasons.

b) Replacement of a lost or stolen appliance.

c) Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).

d) Treatment to restore tooth structure lost from wear.

e) Services by a dentist beyond the scope of his or her license.

f) Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.

g) Dental services for which the patient incurs no charge.

h) Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.

i) Services that are deemed to be medical services.

j) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.

k) Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.

l) Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.

m) Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.

n) Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.

o) Athletic mouth guards.

The DPPO will apply the limitations and exclusions of this benefit plan based upon the Member's complete and prior history as reflected in records. In the event a Member transfers from one dentist to another during the course of treatment, payment by DPPO will be limited to the amount that would have been paid had only one dentist rendered the service.

II. Optional Services

In cases where alternate or optional methods of treatment exist, the DPPO will pay for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the dentist's treatment plan or to recommend which treatment should be provided. It is a determination of benefits under the terms of the Member's coverage. The dentist and Member should decide the course of treatment. If the treatment rendered is other than the covered benefit, the difference between DPPO maximum allowance and the dentist's fee, up to the approved amount, for the actual treatment rendered is due from the Member. For example, if the benefit plan allows for amalgams only even though a metal or porcelain inlay is suggested by the Member's dentist, DPPO will pay for only the cost of the amalgam.

III. Schedule of Benefits

In addition to the limitations and exclusions listed in the Schedule of Benefits, the **General Limitations and Exclusions** of this document also apply.

A. Diagnostic and Preventive Benefits

a) Diagnostic: Oral examination and x-rays to aid the dentist in planning required dental treatment. Brush biopsy cancer screenings to evaluate questionable lesions or spots.

b) Preventive: Prophylaxis (cleaning), topical application of fluoride, sealants and space maintainers.

Limitations and Exclusions On Diagnostic And Preventive Benefits

a) Two oral exams in any calendar year with additional oral exams allowed if medically necessary and the dentist receives prior authorization from the dental insurance company.

b) Two cleanings (prophylaxis) in any calendar year with additional prophylaxis allowed if medically necessary and the dentist receives prior authorization from the dental insurance company.

c) Radiograph (x-rays - bite-wing, complete series, panoramic, periapical) covered benefits shall be based upon the most current recommendations published by the American Dental Association.

d) Topical application of fluoride for Members up to 19 years of age twice in 12 consecutive months. Topical application fluoride for Members 55 years and older with history of periodontal surgery shall be a covered benefit once in 12 consecutive months.

e) Adult prophylaxis for Members under 14 years of age are not allowed.

f) Space maintainers are only payable once per quadrant in a lifetime for missing posterior, primary teeth, for children under age 15.

g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on Members under 16 years of age. Only one benefit will be allowed for each tooth within a lifetime.

IV. Basic Benefits

a) Basic Restorations: Amalgams (silver fillings) and composite (white fillings) restorations for the treatment of decay.

b) Oral Surgery: Simple extractions, surgical incision, and removal of exposed roots.

c) Other Basic Services including Bacteriologic Studies, Palliative Treatment, Therapeutic Drug Injection, Histopathic Examinations.

d) Periodontia: Treatment of the gums and bones that surround the tooth including Periodontal Maintenance procedures.

e) Endodontia: Treatment of the dental pulp (root canal procedures).

Limitations and Exclusions On Basic Benefits

a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.

b) Gold foil restorations are an Optional Service.

c) Periodontal Maintenance is allowed twice per calendar year with additional periodontal maintenance allowed if medically necessary and the dentist receives prior authorization from the dental insurance company.

d) Payment for periodontal surgery shall include charges for three months post-operative care and any surgical re-entry for a three year period. Root planing, curettage and osseous surgery are not a benefit for Members under 14 years of age.

e) Periodontal Splinting is not a covered benefit.

f) Scaling and Root Planing and anti-microbials (PerioChip®) is allowed once per quadrant in any 24 consecutive month period.

V. Major Benefits

a) Complex Oral Surgery: Extractions and other surgical procedures (including pre- and post-operative care).

b) Cast Restorations: Crowns and metal inlays and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.

c) Stainless steel or resin crowns.

d) Prosthodontics: Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.

e) Complete or Partial Denture Reline: Chair side or laboratory procedure to improve the fit of the appliance to the tissue (gums).

f) Complete or Partial Denture Rebase: Laboratory replacement of the acrylic base of the appliance.

g) Denture Repairs: Services to repair complete or partial dentures.

h) General Anesthesia & I.V. Sedation: Only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions.

i) Implants: The surgical placement of an endosteal (in the bone) implant and the connecting abutment are covered benefits.

Limitations and Exclusions On Major Benefits

a) Payment for root canal treatment includes charges for x-rays and temporary restorations. Root canal treatment is limited to once in a 24 month period by the same dentist or dental office.

b) Occlusal adjustment is allowed once in any 12 month period only when performed with periodontal surgery.

c) Replacement of crowns or cast restorations received in the previous seven years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.
   i. However, if a crown is damaged beyond repair, prior to the end of the seven year period, the crown may be replaced with an annual pro-rated reduction in the co-insurance payable by the Program. The Program co-insurance for the replacement shall be
      (a) Year one 10%
      (b) Year two 15%
      (c) Year three 20%
      (d) Year four 25%
      (e) Year five 30%

(f) Year six 35%

d) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.

e) Porcelain, gold or veneer crowns for children under 12 years of age are not a benefit.

f) The replacement of a stainless steel crown on a primary tooth by the same dentist or dental office within a 3 year period of the initial placement is not a benefit. The replacement of a stainless steel crown on a permanent tooth by the same dentist or dental office within a seven year period of the initial placement is not a benefit.

g) Replacement of any fixed bridges or partial or complete dentures that the Member received in the previous seven years is not a benefit.

   i. However, if a fixed bridge, partial denture, or complete denture is damaged beyond repair, prior to the end of the seven year period, the appliance may be replaced with an annual pro-rated reduction in the co-insurance payable by the Program. The Program co-insurance for the replacement shall be

      (a) Year one 10%
      (b) Year two 15%
      (c) Year three 20%
      (d) Year four 25%
      (e) Year five 30%
      (f) Year six 35%

h) Payment for a complete or partial denture shall include charges for any necessary adjustment within a 12 month period. Payment for a rebase of a partial or complete denture is limited to once in a three year period and includes all adjustments required for 12 months after delivery. Payment for a reline procedure is only a benefit if more than 6 months have passed since the initial insertion.

i) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.

j) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit.

k) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.

l) Temporary partial dentures are a benefit only when upper anterior teeth are missing.

m) Implants are a benefit for Members 16 years of age and older.

n) Replacement of implants or abutments received in the previous seven years is not a benefit.

o) The removal of an implant is allowed once per lifetime.

p) Specialized techniques are not benefits (i.e. bone grafts, guided tissue regeneration, precision attachments, etc.).

q) Implant maintenance procedures are allowed once in a 12 month period.

VI. Orthodontic Benefits

The DPPO Insurance Program will pay benefits for procedures using appliances, including harmful habit devices, to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.

Limitations and Exclusions On Orthodontic Benefits

a) A 12 month waiting period (starting with the Member's enrollment effective date) must be satisfied before orthodontic benefits will be payable.

b) Orthodontic benefits are limited to enrolled children through the end of the month in which the child turns age 19.

c) DPPO program shall make regular payments for orthodontic benefits.

d) If orthodontic treatment began prior to enrolling in this program, DPPO program will begin benefits with the first payment due the dentist after the Subscriber or covered Dependent becomes eligible. Notwithstanding the foregoing, the DPPO shall apply credit for prior length of continuous enrollment in the State DPPO plan for any Members and/or Dependents who were enrolled in the State DPPO plan on December 31, 2015 and who continued coverage under the new DPPO Program effective January 1, 2016. Such requirement shall also apply to Members and/or Dependents maintaining COBRA continuation coverage.

e) Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.

f) Benefits are not paid to repair or replace any orthodontic appliance received.

g) Orthodontic benefits are not paid for extractions or other surgical procedures. However, these additional services may be covered under Diagnostic and Preventive or Basic Benefits.

h) Harmful habit devices are allowed once per lifetime for children under age 19.

Orthodontic Payment Method

a) The initial payment (initial banding fee) made by DPPO program for comprehensive treatment will be 33% of the total fee for treatment subject to Member's copayment percentage and lifetime maximum.

b) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will begin in the month following the appliance placement date and are subject to Member's copayment percentage and lifetime maximum.

Contract Attachment E

HIPAA BUSINESS ASSOCIATE AGREEMENT
COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Finance and Administration, Division of Benefits Administration** (hereinafter "Covered Entity") and _____ _____ _____(hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Parties acknowledge that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

LIST OF AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT:

Contract Name: **Execution Date:**

_____ _____

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.402, 164.501, and 164.504.

1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5 "Electronic Protected Health Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.8 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107

1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.13 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

1.14 “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.15 “Required by Law” shall have the meaning set forth in 45 CFR § 164.512.

1.16 “Security Incident” shall have the meaning set out in its definition at 45 C.F.R. § 164.304.

1.17 “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity’s duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.

2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity’s PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.

2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.

2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.

2.7.1 Business Associate shall provide to Covered Entity notice of a Potential or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.

2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.

2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.

2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.

2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least t 30 business days from Covered Entity notice to make an amendment.

2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.

2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].

2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.

2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity

2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.

3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. 45 CFR 164.314(a)(2)(C) requires that business associate shall report to the covered entity any security incident of which is becomes aware, including breaches of unsecured protected health information as required by 164.410. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity. Provided however, that such reports are not required for attempted, unsuccessful Security Incidents, including trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware, and pings or other similar types of events.

3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be <u>in writing</u> made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

State of Tennessee

Benefits Administration
HIPAA Privacy & Security Officer
312 Rosa L. Parks Avenue
1900 W.R.S. Tennessee Towers
Nashville, TN 37243-1102
Phone: (615) 770-6949
Facsimile: (615) 253-8556

With a copy to:

State of Tennessee
Benefits Administration
Contracting and Procurement Manager
312 Rosa L. Parks Avenue
1900 W.R.S. Tennessee Towers
Nashville, TN 37243-1102
Phone: (615) 253-8358
Facsimile: (615) 253-8556

3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

_____
_____
_____
_____
_____
_____
_____
_____

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]

4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.

4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).

4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.

4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreement with any Subcontractor or agent which Business Associate provides access to Protected Health Information.

4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

5. OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.

5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.

5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.

7.2 <u>Termination for Cause</u>.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1. Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2. If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible, Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.

8.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:
State of Tennessee
Department of Finance and Administration
Benefits Administration
ATTN: Angie Williams
HIPAA Privacy & Security Officer
312 Rosa L. Parks Avenue
1900 W.R.S. Tennessee Towers
Nashville, TN 37243-1102
Phone: (615) 770-6949
Facsimile: (615) 253-8556
E-Mail: angie.williams@tn.gov

With a copy to:
ATTN: Sylvia Chunn
Procurements & Contracting Manager
At the address listed above
Phone: (615) 253-8358

BUSINESS ASSOCIATE:

Facsimile: (615) 253-8556
E-Mail: Sylvia.chunn@tn.gov

A. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement

8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.9 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

8.10 Security Breach A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

IN WITNESS WHEREOF,

Contractor Name and Title **Date:**

Larry B. Martin, Commissioner of Finance & Administration **Date:**

ATTACHMENT F
PDO CERTIFICATE OF COVERAGE

Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228
Phone (800) 223-3104 Fax (615) 244-8108
www.DeltaDentalTN.com

Certificate of Insurance
Delta Dental PPO Plan

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DECLARATIONS

GROUP NAME **State of Tennessee** GROUP NUMBER **1800**

ORIGINAL ISSUE **January 01, 2011** EFFECTIVE **January 1, 2011**

	Delta Dental PPO (In Network) Benefits		Out of Network Benefits	
Annual Deductible—Applies to Schedule B and C				
Amount per Person per calendar year	**None**		**$100**	
Maximum per Family per calendar year	**None**		**$300**	
Benefit Percentages				
Schedule A – Diagnostic and Preventive Benefits	**100%**		**80%**	
Schedule B – Basic Benefits	**80%**	**of MPA***	**60%**	**of MPA***
Schedule C – Major Benefits (waiting periods apply)	**50%**		**50%**	
Schedule D – Orthodontic Benefits (waiting periods apply)	**50%**		**50%**	
Annual Maximum for Schedule A, B and C Dental Services				
Amount per Person per calendar year		**$1,500**		
Lifetime Maximum for Schedule D Dental Services				
Lifetime amount per dependent child to age 19		**$1,250**		
Benefit Waiting Periods				
• Inlay/Onlay Restorations, Crowns, Complete or Partial Dentures, the addition of teeth to existing Partial Dentures, Fixed Partial Dentures, Implants and Orthodontics		**12 Months**		

SPECIAL ENROLLMENT NOTATIONS: Eligibility requirements are established by the State of Tennessee. Dependent coverage is available under this plan.

***Maximum Plan Allowance (MPA)**—You are not responsible for charges exceeding the MPA if you go to a participating Delta Dental PPO dentist. You are responsible for charges exceeding the MPA if you go to a non-participating Delta Dental PPO dentist. The MPA charges are based on fees charged in your geographic area.

I. Eligibility and Enrollment of Subscribers and Dependents

Subscribers who have enrolled in this dental plan through their employer or other group sponsoring this plan may also enroll their dependents.

Dependents are defined in Section 1.13 of the Plan Documents for medical and behavioral health benefits as modified by the interim final rule on dependent coverage at 75 Fed. Reg. 27122-40 (May 13, 2010). Dependents include a lawful husband or wife or child(ren) from birth to their 26th birthday. Child includes a natural or adopted child, regardless of where they live; stepchildren, if the subscriber or his/her spouse has legal or joint custody or shared parenting; and children for whom you are the legal guardian. Additionally, incapacitated children (mentally or physically disabled and incapable of earning a living) may continue coverage beyond age 26 as long as the incapacity existed before their 26th birthday and they were already insured under the state's insurance program. For purposes of this certificate of coverage, this same definition applies to dental benefits.

Dependents in military service are not eligible.

Dependents must enroll along with the subscriber or as soon as they become eligible dependents. If dependents do not enroll at this time, they must wait until the annual transfer period to enroll. Dependents may not be enrolled without the enrollment of the subscriber, but the subscriber may drop dependent coverage and maintain his/her coverage.

Any eligible subscriber or dependent who elects to drop his/her dental coverage must remain out of the state dental plans for 12 consecutive months from the date of the dental termination. Once the eligible subscriber or dependent has been out of the dental plan for the required 12 consecutive months, he/she will be allowed to apply for coverage during the next annual transfer period with an effective date of the following January 1st.

Coverage for any subscriber or dependent terminates when he/she is no longer eligible for benefits as a member of the group. Specific state and federal laws or group policies may allow an extension of membership for a limited time. You should speak to a benefits coordinator to see if an extension is available and for how long the benefits could be extended.

Delta Dental of Tennessee (DDTN) will not pay for any services received by a patient who is not eligible at the time of treatment. Coverage for subscribers and dependents is only effective after DDTN receives the premium for the period to be covered. If DDTN does not receive the premium when it is due, we may stop paying claims until payment is received. If premiums have not been received within 30 days after the due date, DDTN may cancel the contract with the group. DDTN does not bill individuals for premiums.

II. Choosing a Dentist

DDTN does not directly provide dental services and therefore is not liable for a dentist's refusal to provide services. It has contracted with "Participating Dentists". These dentists are independent contractors who have agreed to accept certain fees for the service they provide to you. Dentists that have not contracted with Delta Dental are referred to as "Non-Participating Dentists". The fact that a dentist has or has not chosen to participate with DDTN should not be viewed as a statement about their qualifications.

Although you are free to choose any dentist, your out of pocket expenses may be less if you choose a participating Delta Dental PPO dentist. To receive the maximum (In Network) benefits, you must visit a Delta Dental PPO Provider. If you visit a "Non-Participating" provider you will receive the Out of Network benefits described in the Declarations page of this certificate. Therefore, you should always ask your dentist if he or

she is a participating Delta Dental PPO dentist or verify with DDTN that your dentist is a participating Delta Dental PPO dentist before receiving any dental services. For a list of participating Delta Dental PPO Providers in your area call DDTN or visit www.DeltaDentalTN.com.

Delta Dental "Safety Net"—If you visit a dentist who is not a Delta Dental PPO Provider but is a *Delta Dental Premier* Provider, the amount you may be balance billed is limited. *Delta Dental Premier* Providers are allowed to charge more than a Delta Dental PPO Provider, but cannot bill you for any charges over the *Premier* maximum plan allowance. This may be an additional savings to you or your family members. To find out if your dentist is a *Delta Dental Premier* Provider, visit our website at www.DeltaDentalTN.com or call your dentist's office.

DDTN is not responsible for any injuries or damages suffered due to the actions of any dentist. DDTN shares in the public concern over the spread of infectious disease, but it cannot require a dentist to be tested for them. Information about the need for clinical precautions as recommended by recognized health authorities is provided to dentists. If you have questions about your dentist's health status or use of recommended clinical precautions, you should discuss them with your dentist.

III. General Provisions

A. Participating dentists will file your claim with DDTN. If you need a claim form for services provided by a non-participating dentist you may contact DDTN which will provide you with a claim form, or you can print a claim form from our website at www.DeltaDentalTN.com . To be considered for benefits, a claim must be filed within 15 months of the date of service.

B. If you require emergency dental care, you may seek services from any dentist. Your out of pocket expenses may be less if you choose a participating Delta Dental PPO dentist.

C. You may get an estimate of the cost of certain dental procedures before they are done. This estimate is referred to as a predetermination. You may have your dentist send DDTN a claim form detailing the projected treatment and DDTN will give an estimate of the benefits to be paid. A predetermination is not a guarantee of payment. Actual benefit payments will be based upon procedures completed and will be subject to continued eligibility along with plan limitations and maximums.

D. If you or your covered dependents receive an injury requiring dental treatment because of the action or fault of another person, and if DDTN is unaware of other coverage, DDTN may pay benefits but would assume the subscriber's or covered dependent's rights to recover from the other person. The subscriber and covered dependent would be required to help DDTN in making such a recovery. This dental plan does not replace any workers' compensation coverage.

E. If a subscriber or covered dependent has two dental coverages, DDTN will coordinate benefits with the other coverage. The following rules will be used to determine which coverage should be primary.
   1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
   2. Where the patient is a dependent child, primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.
   3. If there is a court decree stating that one parent has financial responsibility for a child's dental care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.

F. After a claim is processed, an Explanation of Benefits (EOB) will be sent to the subscriber. If any payment for services was denied, the EOB will give the reason why. If the subscriber disagrees with the denial he or she must submit a request in writing asking that the claim be reviewed. Such request should include the reason why the subscriber believes the claim was wrongly denied. The request must be

received by DDTN within 180 days of the subscriber's receipt of the EOB. DDTN will make a review and may ask for more documents if needed. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for review.

If the subscriber does not agree with the first level review decision, he or she may refer the request for review to the Professional Relations Advisory Committee of DDTN. This second level review request must be in writing and received by DDTN within a reasonable time after the subscriber receives the first level review decision. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for second level review.

If the subscriber does not agree with the second level review decision, he or she may file civil action in court.

IV. Benefits

Not every dental procedure is a benefit of your dental plan nor are they paid at the same level of co-payment. The Schedule of Benefits in this certificate reflects the procedures that DDTN will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described on the Declarations page.

In addition to the limitations and exclusions shown in the Schedule of Benefits section, DDTN does not pay for the following:

General Limitations and Exclusions

A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
C. Cosmetic surgery or procedures for purely cosmetic reasons.
D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.
E. Treatment to restore tooth structure lost from wear.
F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.
G. Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
H. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.
I. Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.
J. Services by a dentist beyond the scope of his or her license.
K. Dental services for which the patient incurs no charge.
L. Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.
M. DDTN will apply the limitations and exclusions of this benefit plan based upon the member's complete and prior history as reflected in DDTN's records.
N. Athletic mouthguards or the replacement of lost or stolen appliances.
O. DDTN will not pay benefits for the replacement of natural teeth missing on the date the member's coverage begins.

In the event a member transfers from one dentist to another during the course of treatment, payment by DDTN will be limited to the amount that would have been paid had only one dentist rendered the service.

V. Optional Services

In cases where alternate or optional methods of treatment exist, DDTN will pay for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the dentist's treatment plan or to recommend which treatment should be provided. It is a determination of benefits under the terms of the subscriber's coverage. The dentist and subscriber or dependent should decide the course of treatment. If the treatment rendered is other than the covered benefit, the difference between DDTN's allowance and the dentist's fee, up to the approved amount, for the actual treatment rendered is due from the subscriber. For example, if your benefit plan allows for amalgams only even though a metal or porcelain inlay is suggested by your dentist, DDTN will pay for only the cost of the amalgam.

VI. Schedule of Benefits

In addition to the limitations and exclusions listed in the Schedule of Benefits, the **General Limitations and Exclusions** found in Section IV of this certificate also apply.

A. Diagnostic and Preventive Benefits

a) Diagnostic: Oral examination and bitewing x-rays to aid the dentist in planning required dental treatment. Brush biopsy cancer screenings to evaluate questionable lesions or spots.
b) Preventive: Prophylaxis (cleaning), topical application of fluoride, harmful habit devices, sealants and space maintainers.

Limitations and Exclusions On Diagnostic And Preventive Benefits

a) Two oral exams and cleanings in any calendar year. This frequency limitation is combined with periodontal maintenance procedures.
b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible members include diabetics and pregnant women with periodontal disease, those with renal failure, those with suppressed immune systems such as those undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients or those at high risk for infective endocarditis.
c) One set of bite-wing x-rays every 2 years for adults, every 18 months for members age 12 to 18, and every calendar year for members less than age 12. Members with certain high risk health conditions may receive one set of bite-wing x-rays in a calendar year.
d) Topical application of fluoride for members up to 14 years of age. However, topical application fluoride for Members 55 years and older following periodontal surgery shall be a covered benefit.
e) Adult prophylaxis for members under 14 years of age are not allowed.
f) Space maintainers are allowed for children under age 14.
g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on members under 17 years of age. Only one benefit will be allowed for each tooth within a lifetime.
h) Harmful habit devices are allowed once per lifetime for children under age 16.

B. Basic Benefits

a) Basic Restorations: Amalgams (silver fillings) and composite (white fillings) restorations for the treatment of decay.
b) Oral Surgery: Simple extractions, surgical incision, and removal of exposed roots.
c) Diagnostic Radiographs
d) Other Basic Services including Bacteriologic Studies, Palliative Treatment, Therapeutic Drug Injection, Histopathic Examinations.

Limitations and Exclusions On Basic Benefits

a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.
b) Gold foil restorations are an Optional Service.
c) Although composites (white fillings) on the facial (outside) surfaces of the bicuspid teeth are an allowable benefit, composites used in molars or on the chewing surfaces of bicuspid teeth are considered Optional Services.

d) Complete Series or Panoramic x-rays are limited to once in any 5 year period. Panoramic x-rays may also be payable in connection with the removal of impacted teeth. Only one complete series shall be allowed for children under age 10.
e) No more than 4 Periapical x-rays are allowed in any calendar year; no more than 2 Occlusal Films are allowed in any calendar year; no more than 2 Extraoral Films are allowed in any calendar year.

C. Major Benefits

a) Complex Oral Surgery: Extractions and other surgical procedures (including pre- and post operative care).
b) Endodontia: Treatment of the dental pulp (root canal procedures).
c) Periodontia: Treatment of the gums and bones that surround the tooth including Periodontal Maintenance procedures.
d) Cast Restorations: Crowns and metal inlays and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.
e) Stainless steel or resin crowns.
f) Prosthodonics: Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.
g) Complete or Partial Denture Reline: Chair side or laboratory procedure to improve the fit of the appliance to the tissue (gums).
h) Complete or Partial Denture Rebase: Laboratory replacement of the acrylic base of the appliance.
i) Denture Repairs: Services to repair complete or partial dentures.
j) General Anesthesia & I.V. Sedation: Only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions.
k) Implants: The surgical placement of an endosteal (in the bone) implant and the connecting abutment are covered benefits.

Limitations and Exclusions On Major Benefits

a) Payment for root canal treatment includes charges for x-rays and temporary restorations. Root canal treatment is limited to once in a 24 month period by the same dentist or dental office.
b) Payment for periodontal surgery shall include charges for three months post operative care and any surgical re-entry for a three year period. Root planing, curettage and osseous surgery are not a benefit for members under 14 years of age.
c) Periodontal Splinting is not a covered benefit.
d) Scaling and Root Planing is allowed once per quadrant in any 36 month period.
e) Occlusal adjustment is allowed once in any 12 month period only when performed with periodontal surgery.
f) Periodontal Maintenance is allowed twice per calendar year. This frequency limitation is combined with cleanings.
g) Replacement of crowns or cast restorations received in the previous seven years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.
h) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.
i) Procedures for purely cosmetic reasons are not benefits.
j) Porcelain, gold or veneer crowns for children under 16 years of age are not a benefit. Benefits are limited to prefabricated stainless or resin crowns.
k) The replacement of a stainless steel crown on a primary tooth by the same dentist or dental office within a 3 year period of the initial placement is not a benefit. The replacement of a stainless steel crown on a permanent tooth by the same dentist or dental office within a seven year period of the initial placement is not a benefit.
l) Replacement of any fixed bridges or partial or complete dentures that the member received in the previous seven years is not a benefit.
m) Payment for a complete or partial denture shall include charges for any necessary adjustment within

a 12 month period. Payment for a rebase of a partial or complete denture is limited to once in a three year period and includes all adjustments required for 12 months after delivery. Payment for a reline procedure is only a benefit if more than 12 months have passed since the initial insertion.

n) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.
o) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit.
p) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.
q) Temporary partial dentures are a benefit only when upper anterior teeth are missing.
r) Implants are a benefit for members 16 years of age and older.
s) Replacement of implants or abutments received in the previous seven years is not a benefit.
t) The removal of an implant is allowed once per lifetime.
u) Specialized implant techniques are not benefits (ie. bone grafts, guided tissue regeneration, precision attachments, etc.).
v) Implant maintenance procedures are allowed once in a 12 month period.

D. Orthodontic Benefits

As shown on the Declarations page, DDTN will pay benefits for procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.

Limitations and Exclusions On Orthodontic Benefits

a) Orthodontic benefits are limited to members shown on the Declarations page.
b) DDTN shall make regular payments for orthodontic benefits.
c) If orthodontic treatment began prior to enrolling in this plan, DDTN will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible. Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.
d) Benefits are not paid to repair or replace any orthodontic appliance received.
e) Orthodontic benefits are not paid for extractions or other surgical procedures. However, these additional services may be covered under Diagnostic and Preventive or Basic Benefits.

II. Orthodontic Payment Method

a) The initial payment (initial banding fee) made by DDTN for comprehensive treatment will be 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.
b) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will begin in the month following the appliance placement date and are subject to your copayment percentage and lifetime maximum.

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
31786-00103	22446	FA-11-33182	3

Contractor Legal Entity Name	Edison Vendor ID
Delta Dental of Tennessee	74015

Amendment Purpose & Effect(s)

Extend Contract Term one year, add required revenue registration language, and incorporate new rates for additional year per the base contract.

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 12/31/2015

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 25,705,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			$10,603,000.00		$10,603,000.00
2012			$21,605,300.00		$21,605,300.00
2013			$23,501,700.00		$23,501,700.00
2014			$32,500,000.00		$32,500,000.00
2015			$32,852,500.00		$32,852,500.00
2016			$12,852,500.00		$12,852,500.00
TOTAL:			**$133,915,000.00**		**$133,915,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

Speed Chart (optional)	Account Code (optional)
Multiple Funds Apply	79007000

AMENDMENT THREE
OF CONTRACT FA1133182

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Contract section B.2 is deleted in its entirety and replaced with the following:

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, 4 months, and 14 days provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

3. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One hundred Thirty-Three Million Nine Hundred Fifteen Thousand Dollars ($133,915,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

4. Contract section C.3 is deleted in its entirety and replaced with the following:

C.3 Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from January 1, 2011, through December 31, 2015, the following rates shall apply:

Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015
Employee	$19.14/Active Employee Member	$19.86/Active Employee Member	$20.46/Active Employee Member	$21.07/Active Employee Member	$21.51/Active Employee Member
Employee + Spouse	$36.20/Active Employee Member	$37.56/Active Employee Member	$38.69/Active Employee Member	$39.85/Active Employee Member	$40.69/Active Employee Member
Employee + Child(ren)	$44.01/Active Employee Member	$45.66/Active Employee Member	$47.03/Active Employee Member	$48.44/Active Employee Member	$49.46/Active Employee Member
Employee + Spouse + Child(ren)	$70.84/Active Employee Member	$73.50/Active Employee Member	$75.71/Active Employee Member	$77.98/Active Employee Member	$79.62/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015
Retirees	$24.72/Retiree Member	$25.64/Retiree Member	$26.41/Retiree Member	$27.20/Retiree Member	$27.77/Retiree Member
Retirees + Spouse	$46.75/Retiree Member	$48.50/Retiree Member	$49.96/Retiree Member	$51.46/Retiree Member	$52.54/Retiree Member
Retirees + Child(ren)	$56.83/Retiree Member	$58.96/Retiree Member	$60.73/Retiree Member	$62.55/Retiree Member	$63.86/Retiree Member
Retirees + Spouse + Child(ren)	$91.48/Retiree Member	$94.91/Retiree Member	$97.76/Retiree Member	$100.69/Retiree Member	$102.80/Retiree Member
Four Tiered Guaranteed Monthly Basic Benefits	Do Not Complete this Column for Calendar Year 2011 For the Basic	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015

Premiums for Active Employees	Benefit				
Employee	Not Applicable	$10.97/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Employee + Spouse	Not Applicable	$20.75/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Employee + Child(ren)	Not Applicable	$25.22/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Employee + Spouse + Child(ren)	Not Applicable	$40.60/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015
Retirees	Not Applicable	$14.16/Retiree Member	Not Applicable	Not Applicable	Not Applicable
Retirees + Spouse	Not Applicable	$26.79/Retiree Member	Not Applicable	Not Applicable	Not Applicable
Retirees + Child(ren)	Not Applicable	$32.57/Retiree Member	Not Applicable	Not Applicable	Not Applicable
Retirees + Spouse + Child(ren)	Not Applicable	$52.42/Retiree Member	Not Applicable	Not Applicable	Not Applicable

c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.

5. The following is added as Contract section E.13.

E.13. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DELTA DENTAL OF TENNESSEE:

9/12/14

SIGNATURE **DATE**

Philip A Wenk President/CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE,
STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE,
LOCAL GOVERNMENT INSURANCE COMMITTEE:

10-1-14

LARRY B. MARTIN, CHAIRMAN **DATE**

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31786-00103	22446	FA-11-33182	2

Contractor Legal Entity Name	Edison Vendor ID
Delta Dental of Tennessee	74015

Amendment Purpose & Effect(s)
Extend Contract Term one year and add new rates for the new year according to the base contract.

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 12/31/2014

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 40,000,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			$10,603,000.00		$10,603,000.00
2012			$21,605,300.00		$21,605,300.00
2013			$23,501,700.00		$23,501,700.00
2014			$32,500,000.00		$30,000,000.00
2015			$20,000,000.00		$20,000,000.00
TOTAL:			**$108,210,000.00**		**$108,210,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
Multiple Funds Apply	79007000

OCR USE

AMENDMENT TWO
OF CONTRACT FA1133182

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One hundred Eight Million Two Hundred Ten Thousand Dollars ($108,210,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Contract section C.3 is deleted in its entirety and replaced with the following:

C.3 Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from January 1, 2011, through December 31, 2014, the following rates shall apply:

Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014
Employee	$19.14/Active Employee Member	$19.86/Active Employee Member	$20.46/Active Employee Member	$21.07/Active Employee Member
Employee + Spouse	$36.20/Active Employee Member	$37.56/Active Employee Member	$38.69/Active Employee Member	$39.85/Active Employee Member
Employee + Child(ren)	$44.01/Active Employee Member	$45.66/Active Employee Member	$47.03/Active Employee Member	$48.44/Active Employee Member
Employee + Spouse + Child(ren)	$70.84/Active Employee Member	$73.50/Active Employee Member	$75.71/Active Employee Member	$77.98/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	**Calendar Year 2011 1/ 1/2011 – 12/31/ 2011**	**Calendar Year 2012 1/ 1/2012 – 12/31/ 2012**	**Calendar Year 2013 1/ 1/2013 – 12/31/ 2013**	**Calendar Year 2014 1/ 1/2014 – 12/31/ 2014**
Retirees	$24.72/Retiree Member	$25.64/Retiree Member	$26.41/Retiree Member	$27.20/Retiree Member
Retirees + Spouse	$46.75/Retiree Member	$48.50/Retiree Member	$49.96/Retiree Member	$51.46/Retiree Member
Retirees + Child(ren)	$56.83/Retiree Member	$58.96/Retiree Member	$60.73/Retiree Member	$62.55/Retiree Member
Retirees + Spouse + Child(ren)	$91.48/Retiree Member	$94.91/Retiree Member	$97.76/Retiree Member	$100.69/Retiree Member
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Active Employees	**Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit**	**Calendar Year 2012 1/ 1/2012 – 12/31/ 2012**	**Calendar Year 2013 1/ 1/2013 – 12/31/ 2013**	**Calendar Year 2014 1/ 1/2014 – 12/31/ 2014**
Employee	Not Applicable	$10.97/Active Employee Member	Not Applicable	Not Applicable
Employee + Spouse	Not Applicable	$20.75/Active Employee Member	Not Applicable	Not Applicable

Employee + Child(ren)	**Not Applicable**	**$25.22/Active Employee Member**	**Not Applicable**	**Not Applicable**
Employee + Spouse + Child(ren)	**Not Applicable**	**$40.60/Active Employee Member**	**Not Applicable**	**Not Applicable**
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	**Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit**	**Calendar Year 2012 1/ 1/2012 – 12/31/ 2012**	**Calendar Year 2013 1/ 1/2013 – 12/31/ 2013**	**Calendar Year 2014 1/ 1/2014 – 12/31/ 2014**
Retirees	**Not Applicable**	**$14.16/Retiree Member**	**Not Applicable**	**Not Applicable**
Retirees + Spouse	**Not Applicable**	**$26.79/Retiree Member**	**Not Applicable**	**Not Applicable**
Retirees + Child(ren)	**Not Applicable**	**$32.57/Retiree Member**	**Not Applicable**	**Not Applicable**
Retirees + Spouse + Child(ren)	**Not Applicable**	**$52.42/Retiree Member**	**Not Applicable**	**Not Applicable**

(2) For service performed from January 1, 2015 through December 31, 2015 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in January, 2014 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DELTA DENTAL OF TENNESSEE:

5/29/13

SIGNATURE **DATE**

Philip A. Wenk, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE
STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE
LOCAL GOVERNMENT INSURANCE COMMITTEE:

Mark A. Emkes 5-31-13

MARK A. EMKES, CHAIRMAN MOA **DATE**

Document Approval Status

SetID: SHARE **Contract ID:** 0000000000000000000022446

Vendor ID: 0000074015 Delta Dental Of Tennessee

Review/Edit Approvers

Stage 1 DOC approval

:Approved View Comments

Final Approval

Approved	Approved	Approved	Approved
Travis G Johnson Document Approval 1 8/29/2013 - 8:36 AM	Maureen D Abbey Document Approval 2 8/29/2013 - 10:52 AM	Andrew Kidd Document Approval 3 9/5/2013 - 11:28 AM	Christopher Oliphant Inserted Approver 9/6/2013 - 10:54 AM

Approval Comment History

Mary Anne J Queen at 9/11/2013 - 2:10 PM
Approval of the DGS CPO approved document is on behalf of the Comptroller pursuant to current signature authorization. Reviewed with Comptroller for final determination. The record cannot be set to On Hold.

Christopher Oliphant at 9/6/2013 - 10:54 AM
CPO Approval

Maureen D Abbey at 8/29/2013 - 10:52 AM
These payments are pass through and are 100% paid by the employees who have the insurance.

Sylvia D Chunn at 8/28/2013 - 4:35 PM
Delta Dental Amendment 2 submitted for review and approval, Agency Language Certification and FRC approval memo attached.

Budget Office

:Approved View Comments

Budget Threshhold

Approved
Amy Miller Con - Budget Office Approval 9/6/2013 - 11:22 AM

Approval Comment History

Mary Anne J Queen at 9/11/2013 - 2:10 PM
Approval of the DGS CPO approved document is on behalf of the Comptroller pursuant to current signature authorization. Reviewed with Comptroller for final determination. The record cannot be set to On Hold.

Christopher Oliphant at 9/6/2013 - 10:54 AM
CPO Approval

Maureen D Abbey at 8/29/2013 - 10:52 AM
These payments are pass through and are 100% paid by the employees who have the insurance.

Sylvia D Chunn at 8/28/2013 - 4:35 PM
Delta Dental Amendment 2 submitted for review and approval, Agency Language Certification and FRC approval memo attached.

Post Budget

:Approved View Comments

Post Budget

Approved	Approved
Mary Anne J Queen Document Approval - Comptrolle 9/11/2013 - 2:10 PM	Sharon L Whitby Document Approval 3 9/12/2013 - 8:32 AM

Approval Comment History

Mary Anne J Queen at 9/11/2013 - 2:10 PM
Approval of the DGS CPO approved document is on behalf of the Comptroller pursuant to current signature authorization. Reviewed with Comptroller for final determination. The record cannot be set to On Hold.

Christopher Oliphant at 9/6/2013 - 10:54 AM
CPO Approval

Maureen D Abbey at 8/29/2013 - 10:52 AM
These payments are pass through and are 100% paid by the employees who have the insurance.

Sylvia D Chunn at 8/28/2013 - 4:35 PM
Delta Dental Amendment 2 submitted for review and approval, Agency Language Certification and FRC approval memo attached.

Return to Document Management

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31786-00103	22446	FA-11-33182	1

Contractor Legal Entity Name	Edison Vendor ID
Delta Dental of Tennessee	74015

Amendment Purpose & Effect(s)
Extend Contract Term one year and add new rates for the new year according to the base contract.

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 12/31/2013

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 25,000,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			$10,603,000.00		$10,603,000.00
2012			$21,605,300.00		$21,605,300.00
2013			$23,501,700.00		$23,501,700.00
2014			$12,500,000.00		$12,500,000.00
TOTAL:			**$68,210,000.00**		**$68,210,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
Multiple Funds Apply	79007000

OCR USE

AMENDMENT ONE
OF CONTRACT FA1133182

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1 is deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liablity. In no event shall the maximum liability of the State under this Contract exceed Sixty-Eight Million Two Hundred Ten Thousand Dollars ($68,210,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Contract section C.3 is deleted in its entirety and replaced with the following:

C.3 Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from January 1, 2011, through December 31, 2013, the following rates shall apply:

Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013
Employee	$19.14/Active Employee Member	$19.86/Active Employee Member	$20.46/Active Employee Member
Employee + Spouse	$36.20/Active Employee Member	$37.56/Active Employee Member	$38.69/Active Employee Member
Employee + Child(ren)	$44.01/Active Employee Member	$45.66/Active Employee Member	$47.03/Active Employee Member
Employee + Spouse + Child(ren)	$70.84/Active Employee Member	$73.50/Active Employee Member	$75.71/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013
Retirees	$24.72/Retiree Member	$25.64/Retiree Member	$26.41/Retiree Member
Retirees + Spouse	$46.75/Retiree Member	$48.50/Retiree Member	$49.96/Retiree Member
Retirees + Child(ren)	$56.83/Retiree Member	$58.96/Retiree Member	$60.73/Retiree Member
Retirees + Spouse + Child(ren)	$91.48/Retiree Member	$94.91/Retiree Member	$97.76/Retiree Member
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Active Employees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013
Employee	Not Applicable	$10.97/Active Employee Member	Not Applicable
Employee + Spouse	Not Applicable	$20.75/Active Employee Member	Not Applicable
Employee + Child(ren)	Not Applicable	$25.22/Active Employee Member	Not Applicable

Employee + Spouse + Child(ren)	**Not Applicable**	**$40.60/Active Employee Member**	**Not Applicable**
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	**Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit**	**Calendar Year 2012 1/ 1/2012 – 12/31/ 2012**	**Calendar Year 2013 1/ 1/2013 – 12/31/ 2013**
Retirees	**Not Applicable**	**$14.16/Retiree Member**	**Not Applicable**
Retirees + Spouse	**Not Applicable**	**$26.79/Retiree Member**	**Not Applicable**
Retirees + Child(ren)	**Not Applicable**	**$32.57/Retiree Member**	**Not Applicable**
Retirees + Spouse + Child(ren)	**Not Applicable**	**$52.42/Retiree Member**	**Not Applicable**

(2) For service performed from January 1, 2014 through December 31, 2014 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in January, 2013 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

(3) For service performed from January 1, 2015 through December 31, 2015 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in January, 2014 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.

4. Contract section E.2 is deleted in its entirety and replaced with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Sylvia D. Chunn, Procurement & Contracting Manager
Tennessee Department of Finance & Administration
Benefits Administration Division
312 Rosa L Parks Avenue, Suite 2600
Nashville, Tennessee 37243
sylvia.chunn@tn.gov
Telephone: 615.253.8358
FAX: 615.253.8556

The Contractor:

Mr. Jay Reavis, Vice President
Sales and Underwriting
Delta Dental of Tennessee
240 Venture Circle
Nashville, Tennessee 37228-1699
jreavis@deltadentaltn.com
Telephone: 615.742.6914
Fax: 615.244.8108

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DELTA DENTAL OF TENNESSEE:

July 3, 2012

SIGNATURE **DATE**

Phil Wenk, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE
STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE
LOCAL GOVERNMENT INSURANCE COMMITTEE:

Mark A. Emkes 4-11-12

MARK A. EMKES, CHAIRMAN MAA **DATE**

CONTRACT

(FA-type fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Agency Tracking #	Edison ID
31786-00103	22446

Contractor	Contractor Federal Employer Identification or Social Security #
Delta Dental of Tennessee	☐ C- or ☒ V- 62-0812197

Service
Preferred Dental Organization insurance coverage.

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA #(s)
August 18, 2010	December 31, 2012	☐ Subrecipient ☒ Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY2011			$10,603,000.00		$10,603,000.00
FY2012			$21,605,300.00		$21,605,300.00
FY2013			$11,001,700.00		$11,001,700.00
TOTAL:			$43,210,000.00		$43,210,000.00

American Recovery and Reinvestment Act (ARRA) Funding – ☐ **YES** ☒ **NO**

OCR USE
FA

Agency Contact & Telephone #
Marlene D. Alvarez, Procurement & Contracting Manager
Tennessee Department of Finance & Administration
Benefits Administration Division
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, Suite 2600
Nashville, Tennessee 37243
Telephone: 615.253.8358
Fax: 615.253.8556
Marlene.alvarez@tn.gov

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code	Account Code
Multiple Funds Apply	79007000 ✓

Contractor Ownership/Control

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government
☐ Asian ☐ Female ☐ Native American ☒ NOT Minority/Disadvantaged ☐ Other

Contractor Selection Method		
☒ RFP	☐ Competitive Negotiation *	☐ Alternative Competitive Method *
☐ Non-Competitive Negotiation *	☐ Other *	
*Procurement Process Summary		

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE
LOCAL GOVERNMENT INSURANCE COMMITTEE
AND
DELTA DENTAL OF TENNESSEE

This Contract, by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor," is for the provision of an optional Preferred Dental Organization (PDO) insurance plan, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non-profit corporation.
Contractor Federal Employer Identification or Social Security Number: 62-0812197
Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

A.1. Contractor Scope of Services

The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

a. The Contractor shall underwrite and administer a fully insured Preferred Dental Organization (PDO) Full Benefits insurance plan option to eligible employees/retirees of the State of Tennessee, and their eligible dependents (hereafter referred to as Members), who elect to participate in the Preferred Dental Plan option. The PDO option shall be delivered in accordance with Contract Attachment D.1 – PDO Insurance Full Benefits and the *PDO Certificate of Coverage* created under Contract Section A.5.a. of this contract.

b. The Contractor shall confirm eligibility of each Member as claims are submitted, on the basis of eligibility information provided by the State that applies to the period during which the charges were incurred. The Contractor shall receive claims filed by either Members or the provider(s), and shall process said claims in an accurate manner.

c. The Contractor shall provide coverage to eligible Members who elect the PDO option; participation in said option shall be for twelve (12) months or until the State's next annual enrollment transfer period, whichever occurs first; unless the Member's coverage has been terminated.

d. The Contractor shall allow for COBRA continuation coverage for eligible individuals.

e. If approved in writing by the State, Contractor shall underwrite and administer a fully insured Basic Benefits Preferred Dental Organization (PDO) insurance plan option to eligible Members which emphasizes preventive, diagnostic and basic care services. This Basic Benefits option shall not be available to Members prior to January 1, 2012. Such Basic Benefits option shall be subject to all of the standards and conditions contained in this contract, except for those applying to scope of benefits. The Basic Benefits option shall be delivered in accordance with Contract Attachment D.2. and the *PDO Basic Benefits Certificate of Coverage* created under

Contract Section A.5.c.

A.2. PDO Dental Provider Network

a. The Contractor shall provide access to and administer a Tennessee statewide Preferred Dental Organization network of dental providers who have agreed to accept the Contractor's Maximum Allowable Charges specified in Contract Section C.3.c. – Guaranteed Maximum Allowable Charges of this contract for services provided to Members participating in the PDO option. The Contractor further agrees to secure under contract, participation by General Dentist and Dental Specialists (i.e. Oral Surgeons, Orthodontists, Endodontists, Periodontist and Pedodontists) as needed and necessary to continuously provide adequate distribution, and reasonable access, and acceptable provider turnover rates as defined in Contract Attachment B – Liquidated Damages, Item # 1 and 2. The State shall review network accessibility and shall inform the Contractor, in writing, of any deficiencies it identifies which deny reasonable access to dental care. The Contractor shall respond to the State, in writing, as to the action it intends to take to correct said deficiencies.

b. The Contractor shall maintain the capability to respond to inquiries from Members concerning participation and availability to accept new patients by dentists in the network, by specialty by county. Such capabilities shall be demonstrated by a Member toll-free Call Center (see Contract Section A.4.) and the Contractor's website which includes dental provider search capability available to all Members.

c. The Contractor shall contract only with dentists who are duly licensed in the State of Tennessee to provide such dental services. In addition, the Contractor shall require that all providers maintain all licenses and accreditations in existence at the time of selection as a network provider and in order to continue their status as a network provider. The Contractor shall perform on a continuous basis appropriate provider credentialing that assures the quality of network providers. Re-credentialing of network providers must be performed at least every three (3) years.

d. The Contractor shall maintain communication with providers to ensure a high degree of continuity in the provider base and ensure that the providers are familiar with the PDO benefits and procedural requirements. There shall be provisions to allow for on-site visits to the provider's office by the Contractor's staff, in addition to telephone and written contact for the purpose of monitoring provider conformance with plan standards and quality requirements.

e. The Contractor shall notify all network providers of and enforce, through the Contractor's provider contract, compliance with all provisions of the PDO Full Benefits or Basic Benefits Plan, the applicable *PDO Certificate of Coverage* and the Contractor's utilization management procedures as defined in the *PDO Certificate of Coverage* by December 1, 2010 unless otherwise directed by the State.

f. The Contractor shall require all network providers to file claims, associated with their services, directly with the Contractor on behalf of Members.

g. The Contractor shall have a process in place to address the transfer of Member records from terminating providers to new network providers. This process shall include at a minimum the transfer of the appropriate patient dental record, including the most recent x-rays if appropriate, covering the prior twenty-four (24) month period in hard copy or electronic format. Such cost of transfer shall not be borne by the Member or State.

A.3. Staffing and Administrative Services

a. The Contractor shall provide and maintain qualified personnel and staffing to provide the deliverables and services in accordance with this Contract and provide this information to the State by September 15, 2010 unless otherwise specified by the State.

b. The Contractor shall designate an individual with overall responsibility for the State-sponsored benefit. This person, which serves at the Contractor's executive staff level, shall designate the following positions to interface directly with the State: (1) Program Director (external and marketing operations); and (2) Program Director (internal and administrative functions). Said designees shall be responsible for the coordination and operation for all aspects of the contract.

c. Qualifications. The Contractor shall ensure that all persons, including independent Contractors, subcontractors and consultants assigned by it to perform under the Contract, shall be employees or formal Agents of the Contractor and shall have the credentials necessary (i.e., licensed, and bonded, as required) to perform the work required herein. In addition, the Contractor shall ensure that all persons assigned by it to perform work under the Contract shall be fully qualified, as required in this Contract, to perform the services required herein. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work hereunder.

d. For work under this Contract, the Contractor shall employ no employees or contract with subcontractors that are on the U.S. Department of Health and Human Services' Office of Inspector General (OIG) exclusions list unless the Contractor receives prior, written approval from the State.

e. Key Personnel. In addition to the Program Directors described in Contract Section A.3.b., the Contractor shall recruit, hire and retain employees for the following positions:

(1) Project Leader, who shall serve as the single point of contact for the State and have overall responsibility for the Contractor's functions under the Contract. The Project Leader shall have the authority to make decisions and resolve problems on behalf of the Contractor with the State. This individual shall remain dedicated to the work of the Contract for the duration of the Contract.

(2) Customer Services Manager, who shall have overall responsibility for performance of the Contractor's functions and oversee the Call Center. This individual shall remain dedicated to the work of the Contract for the duration of the Contract.

f. State Review and Approval. The Contractor agrees that the State may approve or disapprove the Contractor's Subcontractors or its staff assigned to this Contract prior to the proposed staff assignment. For all subcontractors approved by State, the Contractor shall provide copies of the executed subcontracts to the State in accordance with Contract Section A.10.b.2. The State may also direct the Contractor to replace staff members as it deems necessary and appropriate. The decision of the State on these matters shall not be subject to appeal.

g. Staff Changes. Personnel commitments made in the Contractor's proposal shall not be changed unless prior approved by the State in writing. For these purposes, such commitments shall include any named individuals in the proposal and the levels of

effort proposed. The Contractor shall notify the State at least thirty (30) days in advance of proposed changes and shall submit justification (including proposed substitutions) in sufficient detail to the State to evaluate the impact upon the Contract. The decision of the State on these matters shall not be subject to appeal.

h. Staff Training. The Contractor shall conduct a training program for representatives/operators and other staff. The Contractor's staff shall successfully complete the training program prior to assuming their duties. The Contractor shall conduct regular staff refresher training to address program, process, and policy changes.

A.4. Call Center

The Contractor shall maintain a Call Center and provide a dedicated toll-free phone line, including Telecommunication Device for the Deaf (TDD) capability, for the exclusive purpose of responding to Member inquiries. The phone line shall be operated, at a minimum, from 7:00 a.m. to 4:30 p.m., Central Time, on all normal working days of the Contractor. The Contractor shall provide advice and assistance to questions regarding effective dates, benefit levels, program costs, premiums and cessation of coverage as requested by the State, individual Members, and assist Members in locating a network provider by the date specified in Contract Section A.10.b.7.

a. Call Center Requirements

(1) General Requirements. The Contractor shall operate a Call Center that uses the Contractor's own dedicated, toll-free contact number as the "front-end" entry point for callers. The Contractor's Call Center may have dedicated representatives/operators to respond to inquiries from members.

(2) Location. The Contractor's Call Center and Call Center representatives/operators shall be located in the continental United States.

(3) Hours of Operations. The Contractor's Call Center shall accept calls, at a minimum, from 7:00 a.m. to 4:30 p.m. Central Time (CT) Monday through Friday, except on official State Holidays.

(4) Access for Hearing Impaired. The Contractor's Call Center shall be equipped with TDD (Telecommunication Device for the Deaf) or TTY (Teletype) in order to serve the hearing impaired population.

(5) Language Accessibility. The Contractor's Call Center shall have at least one Member services representative who is bilingual in English and Spanish during all hours of operation.

b. Call Center Processes

(1) General Requirements.

The Call Center shall have call management systems and communications infrastructure that can manage the potential call volume and achieve the performance standards described in Contract Attachment C, Item # 7.

(2) Scalability.

The Contractor's call management systems shall be scalable and flexible so they can be adapted as needed, in response to enrollment changes.

(3) Greeting.

The Contractor's call management systems shall provide greeting messaging when necessary. The Contractor may play canned music for the callers while they are on hold; the Contractor may also play messages about the Preferred Dental Plan benefits.

(4) Introductory Prompts.

The Contractor may use an automated interactive voice response (IVR) system for managing inbound calls, provided that the caller always has the ability to leave the IVR system and wait in queue in order to speak directly with a live-voice representative during the hours of operation established in Contract Section A.4.a.(3).

(5) Outbound Calls.

The Contractor shall have the ability to make outbound calls without interrupting the ability of callers to continue to access the Call Center.

(6) Call Logs.

The call management system shall enable the logging of all calls, including:

i. The caller's identifying information (*e.g.*, employee ID);
ii. The call date;
iii. The reason for the call (using a coding scheme approved by the State in advance and in writing);
iv. The Call Center representative/operator that handled the call;
v. The length of call; and
vi. The resolution of the call (and if unresolved, the action taken and follow up steps required).

Additionally, the call management system shall maintain a history of correspondence and call transactions for performance management, quality management and audit purposes. This history will contain the actual information, a date/time stamp that corresponds to when the transaction took place, the origin of the data management transaction (the State and/or one of its Agent(s), the Customer, *etc.*) and the Contractor representative/operator that processed the transaction.

c. The Contractor is required to meet the following Call Center performance standards:

(1) Maximum Speed of Answer.

i. General Requirements. The Contractor's Call Center shall answer, by a person, one hundred percent (100%) of calls within five (5) minutes (300 seconds) or less.

ii. Measurement of Maximum Speed of Answer. Using the definition of maximum speed of answer provided in A.13.x. the Contractor shall calculate the number of instances during each day during which a caller's maximum speed of answer exceeds this threshold.

iii. Reporting. The Contractor shall report this data on a monthly basis for the contract period beginning on January 1, 2011. The

Contractor shall submit, by the fifth business day of the month, a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

(2) Average Speed of Answer (ASA).

i. General Requirements. The Contractor shall maintain a Call Center and provide a dedicated toll-free phone line, including Telecommunication Device for the Deaf (TDD) capability, for the exclusive purpose of responding to Member inquiries. The phone line shall be operated, at a minimum, from 7:00 a.m. to 4:30 p.m., Central Time, on all normal working days of the Contractor. The Contractor shall provide advice and assistance to questions regarding effective dates, benefit levels, program costs, premiums and cessation of coverage as requested by the State, individual Members, and assist Members in locating a network provider.

ii. Measurement. Using the definition of Average Speed of Answer contained in Contract Section A.13.c., the Contractor shall maintain an Average Speed of Answer (ASA) of less than one (1) minute (60 seconds) and callers may not be placed on hold after the call is answered.

iii. Reporting. The Contractor shall report this data on a monthly basis for the contract period beginning on January 1, 2011. The Contractor shall submit, by the fifth business day of each month, a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

(3) Blocked Call Rate.

i. General Requirements. The Contractor's Call Center shall maintain a Blocked Call rate of less than one percent (1%) per period.

ii. Measurement. Using the definition of blocked calls in Contract Section Definitions, A.13.f. the Contractor shall calculate the rate for each respective day by using the number of all calls (including abandoned calls <u>and</u> blocked calls) during the respective period as the denominator. The Contractor shall use the total number of blocked calls during the respective period as the numerator.

iii. Reporting. The Contractor shall report this data on a monthly basis for the contract period beginning on January 1, 2011. The Contractor shall submit, by the fifth business day of each month, a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

(4) Abandoned Call Rate.

i. General Requirements. The Contractor's Call Center shall maintain an Abandoned Call rate of not more than five percent (5%) for each respective morning, afternoon, and evening period.

ii. Measurement. Using the definition of Abandoned Calls in Contract Section A.13.a., Definitions, the Contractor shall calculate the rate for each respective day by using the number of all calls (including abandoned calls and blocked calls) during the respective period as the denominator. The Contractor shall use the total number of abandoned calls during the respective period as the numerator.

iii. Reporting. The Contractor shall report these data for each period on a monthly basis for the contract period beginning on January 1, 2011 The Contractor shall submit, by the fifth business day of the month, for the term of this Contract a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

A.5. Regulatory Requirements

a. The Contractor shall prepare and submit to the State for approval no later than sixty (60) days prior to plan implementation on January 1, 2011, the *PDO Certificate of Coverage* approved by Benefits Administration and the State of Tennessee Department of Commerce and Insurance. Such Certificate shall be added as Contract Attachment F once approved. The Certificate of Coverage shall include at a minimum the following:

(1) General Benefit and Eligibility Provisions;

(2) Description of Benefits and Claims Process;

(3) General Limitations, Exclusions and Waiting Periods;

i. Provided, however, that the Contractor shall apply credit for prior length of continuous enrollment in the State PDO plan for any Members and/or dependents who were enrolled in the State PDO plan on December 31, 2010 and who continued coverage under the new PDO Plan effective January 1, 2011. Such requirement shall also apply to Members and/or dependents maintaining COBRA continuation coverage.

(4) Optional Services; and

(5) Schedule of Benefits, including:

i. Diagnostic and Preventive Benefits, and Limitations and Exclusions;

ii. Basic Benefits, and Limitations and Exclusions;

iii. Major Benefits, and Limitations and Exclusions;

iv. Orthodontic Benefits, and Limitations and Exclusions;

v. Group Variables for In and Out of Network Benefits; and

vi. Any lifetime or annual maximums.

b. The Contractor shall submit annually to the State a current Certificate of Coverage by January 1; Contractor shall also submit to the State a revised Certificate within

thirty (30) days of any benefits changes.

c. If requested by the State, Contractor shall prepare and submit for approval a *Basic Benefits PDO Certificate of Coverage*. Such Certificate shall be added to Contract Attachment F once approved, and shall contain the same minimum standards listed in Contract Attachment D.2.

d. The Contractor shall immediately notify the State of any pending disciplinary action initiated by the State of Tennessee Department of Commerce and Insurance that may materially impact its ability to perform under this Contract.

A.6. Claims Data and Processing

a. To ensure the efficient and timely processing of claims and the adequate capture of data, the Contractor shall provide plan Members with identification cards. The cost of these items shall be borne by the Contractor. The Contractor shall not distribute any claim forms and identification cards for use without prior authorizations from the State. Contractor shall update eligibility and shall mail Member I.D. cards to Member home address no later than fourteen (14) days from receipt of the new enrollment or change in enrollment.

b. The Contractor shall process all claims under the PDO plan options in accordance with Contract Attachment D.1 – PDO Insurance Full Benefits and the *PDO Certificate of Coverage,* OR Contract Attachment D.2 – PDO Insurance Basic Benefits and the *Basic Benefits PDO Certificate of Coverage* created and approved by the State pursuant under Section A.5.c. of this contract.

c. The Contractor shall answer, in writing, within five (5) business days, all written inquiries from Members concerning the status of claims submitted, all benefits available through the benefit option, its clarifications and revisions, and other relevant information.

d. The Contractor shall establish a formal grievance procedure for Members and providers to appeal decisions in regard to administration of the plan, necessity determinations and to resolve disputes that may arise in the administration of the program. The Contractor shall provide the State with two (2) written copies of this grievance procedure, and the State reserves the right to require changes in the procedures when appropriate.

e. The Contractor shall maintain an internal quality assurance plan. If requested by the State, the Contractor shall provide a summary of the internal quality assurance plan indicating areas addressed, established criteria and standards and those methods employed to evaluate results.

f. The Contractor shall upon conclusion of this contract, or in the event of its termination or cancellation for any reason, process all covered eligible Member claims incurred for covered dental services rendered to and dental supplies purchased by covered eligible Members during the period of this contract.

g. The Contactor shall, prior to the effective date of this contract, accept from the prior contractor, Delta Dental of Tennessee, cumulative individual Member length of plan participation relevant to required waiting periods and life time out-of-pocket maximums. This prior information will be applied to each Member's benefit going forward to the 2011 plan year. This provision will not apply to the new retiree dental plan option.

h. The Contactor shall upon conclusion of this contract, or in the event of its termination or cancellation for any reason, transfer to the succeeding contractor cumulative individual Member length of plan participation relevant to required waiting periods and life time out-of-pocket maximums at no cost to the Member or State.

i. The Contractor shall maintain an electronic data processing (EDP) environment that supports the requirements of the PDO options. The Contractor must have a disaster recovery plan for restoring the application software and production data files and for hardware backup if the production systems are destroyed.

A.7. Privacy

a. General Requirements. These standards apply to all forms of assistance that the Contractor provides, including one-on-one assistance during or after Member information sessions; during telephone sessions with Call Center staff; and during outbound telephone contacts between members and Call Center staff.

b. Confidentiality. Consistent with Contract Section E.7., the Contractor shall develop, adopt, and implement standards, which are at a minimum HIPAA compliant, to safeguard the privacy and confidentiality of all information about Members. For example, the Contract shall ensure that it does not have completed forms sitting in public view, left in unsecure boxes or files, or left unattended in any off-site location (e.g., in an automobile, etc.). The Contractor's procedures shall include but not be limited to safeguarding the identity of Members as plan Members, ensuring the privacy of any sessions with individual Members, and preventing the unauthorized disclosure of information.

c. Authorized Representatives. Consistent with the confidentiality requirements in Contract Section E.7., the Contractor shall not disclose any information about the Members unless (a) such information is strictly necessary to resolve the issue or concern under discussion and (b) the person has adequate permission or legal authority to review such information.

A.8. State Progress Review, Audits, and Member Satisfaction Surveys

a. The Contractor, at the request of either party, shall meet with representatives of the State periodically, but no less than quarterly, to discuss any problems and/or progress on matters outlined by the State. The Contractor shall have in attendance one of its Program Directors and, as necessary, representatives from its organizational units, to respond to topics indicated by the State's agenda.

b. The Contractor shall cooperate fully with audits the State may conduct of management to include clinical processes and outcomes, internal audits, provider networks, and any other aspect of the program the State deems appropriate (at the Contractor's expense). The State may select any qualified persons, or organization to conduct the audits.

c. The Contractor shall perform, following review and approval by the State, customer satisfaction surveys The survey instrument shall be developed and approved by the State by the date specified in Contract Section A.10.b.11. At least 85% of all respondents will indicate Completely, Very, or Somewhat Satisfied. Measured, reported, and reconciled annually through the duration of the contract in accordance with Contract Attachment B, Performance Guarantee # 3.

d. Unless otherwise directed by the State, the survey shall be in written form mailed to

the selected Members home and conducted once during each calendar year at a time mutually agreed upon by the State and the Contractor and shall involve a statistically valid random sample of State Members. Contractor shall guarantee a statistically valid response rate consistent with the sample size. Based upon the results of the survey, the Contractor and the State shall jointly develop an action plan to correct problems or deficiencies identified through this activity. At least 85% of all respondents will indicate Completely, Very, or Somewhat Satisfied. Measured, reported, and reconciled annually through the duration of the contract in accordance with Attachment B, Performance Guarantee # 3.

A.9. Member Materials

a. The Contractor shall assist the State in the education and dissemination of information regarding the PDO benefit prior to the annual enrollment transfer period. The annual transfer period, unless otherwise specified by the State, shall occur between October 15th to November 15th of each calendar year. This assistance shall include but not be limited to:
   (1) written information;
   (2) audio/video presentations including any DVDs distributed by the State or its designated communications contractor;
   (3) attendance at meetings, workshops, and conferences; and
   (4) describe to State Benefits Administration personnel the administration of benefits and claims adjudication process. Informational sessions for Benefits Administration personnel shall require at least two (2) state office on-site sessions prior to plan implementation if requested by the State, and a minimum of one session each year thereafter.

Any on-site visits to State agencies shall require the prior approval of the State.

b. The Contractor shall by the date specified in Contract Section A.10.b.8.:

   (1) following approval by the State, print and distribute, as appropriate, to all plan Members descriptive booklets, policies, identification cards, letters, administrative forms and manuals;
   (2) develop and print provider directories, and annual employee benefit booklets detailing the benefits, procedures for accessing services, and other pertinent information helpful to the State's Members;

      i. at the discretion of the State, the network provider directory must include provider name, specialty, address and phone number, organized in geographic areas as small as counties. Said Member information shall be updated and delivered to the Member's home at least annually, unless the State elects not to have them distributed. With the State's approval, electronic means, other than printing, may be utilized to inform Members of the network of providers.
      ii. The plan booklets and other relevant information to be printed shall be in sufficient quantities for distribution to the State's enrolled Members, plus an amount adequate for distribution to new hires. The cost of printing and distributing any and all materials specified by the State and described in Contract Section A.9. is the responsibility of the Contractor. This provision excludes enrollment forms, which are the State's responsibility.

c. The Contractor shall provide each PDO Subscriber with a copy of the applicable PDO Certificate of Coverage as described in Section A.5. of this contract.

A.10. Implementation

This Contract Section details the Contractor's responsibility to develop and submit a PDO Implementation Plan to the State for approval. Further, it delineates the due dates for other Contract deliverables, and summarizes the reporting requirements under the Contract. Finally, it details the performance requirements for the Contractor.

a. PDO Implementation Plan. General Requirements:
The Contractor shall develop a comprehensive PDO Implementation Plan, which shall outline the steps necessary for the Contractor to submit deliverables by the date specified in Contract Section A.10.b. and for the Contractor to be fully operational by the PDO implementation date of January 1, 2011. This plan shall include the following:

(1) An itemization of activities that the Contractor shall undertake during the period between Contract Award and the PDO Plan implementation date. These activities shall have established deadlines and conform to the timeframes established in this Contract;

(2) An estimate of person-hours associated with each activity in the PDO Implementation Plan;

(3) Identification of interdependencies between activities in the PDO Implementation Plan;

(4) Identification of Contractor expectations regarding participation by the State in the activities in the PDO Implementation Plan and dependencies between these activities and implementation activities for which the State will be responsible; and

(5) Contractor's Staffing Plan, which shall include:

i. Organization chart listing all positions that will be involved with the implementation of the PDO Plan;

ii. Brief summaries of the relevant work experience of current employees who are or will be working on this project; and

iii. Job descriptions for all vacant positions.

(6) State Review and Approval. The Contractor shall submit the PDO Implementation Plan to the State for review and approval by the date specified in Contract Section A.10.b.

b. Due Dates for Project Deliverables and Contract Timeline:

Unless otherwise specified in writing by the State, the Contractor shall adhere to the following schedule for the deliverables for which it is responsible under this Contract:

	Deliverable	Contract Section Reference(s)	Final Approval from State Due By
Implementation Plan			
1	PDO Implementation plan, Staffing Plan and timetable	A.10.a. and c.	September 15, 2010
2	All subcontractors approved by State and copies of the executed subcontracts.	A.3.f.	September 30, 2010

PDO Dental Provider Network			
3	PDO Provider Network in place	A.2.	November 1, 2010
4	PDO Providers aware of PDO plan provisions	A.2.e.	December 1, 2010
Staffing and Administrative Services			
5	Staff identified and designated responsibilities	A.3.	September 15, 2010
6	Certificate of coverage approved by Commerce and Insurance and State	A.5.	November 1, 2010
7	Call Center operational	A.4.	December 1, 2010
8	ID cards, plan materials and PDO plan enrollment information developed and approved by State	A.9.b.	October 1, 2010
9	Optional State Readiness Review	A.11.	November 1, 2010
10	PDO Plan fully operational	A.10.a.	January 1, 2011
11	Customer Satisfaction Survey instrument developed and approved by State	A.8.c.	January 1, 2011
DATA and Specific Reporting Requirements			
12	Contractor executes the Edison Certification of Interface Acceptance	A.12.c.	November 1, 2010
13	Contractor maintains weekly data interface with State Edison system	A.12.d.	December 1, 2010
Management Reports			
14	Contractor provides template for submission of management reports	A.12.e.	December 1, 2010

c. Staffing Plan:

(1) General Requirements. As part of its Project Implementation Plan described above, the Contractor shall submit to the State for review and approval a detailed staffing plan. The Contractor shall submit to the State its Staffing Plan with its Project Implementation Plan by the date specified in Contract Section A.10.b.

(2) Contents. The staffing plan shall provide staffing estimates for all functions and requirements of the Contract, including:

i. Representatives/operators, serving in the Call Center;
ii. Contractor supervisory staff; and
iii. Technical Staff, as required to process the State's plan eligibility through Edison.

A.11. Readiness Review

The State may conduct a comprehensive readiness review of the Contractor at least sixty

(60) days prior to January 1, 2011 in order to ensure that the Contractor is able and prepared to perform all functions required by this Contract and to provide high quality services to Members. Such review by the State may include an on-site review of the Contractor's customer service, claims adjudication facilities and operation. Contractor shall participate in all readiness review activities conducted by the State staff and/or the State's benefit consultants to ensure the Contractor's operational readiness for all products and service (e.g. claims adjudication, eligibility, Member services, network access, network management, reporting requirements, Edison interface, etc.) The State will provide the Contractor with a summary of findings that may include areas requiring corrective action prior to January 1, 2011.

A.12. Data and Specific Reporting Requirements

The Contractor shall:

a. Maintain an electronic data interface with the State of Tennessee's Edison System, for the purpose of processing State Member enrollment information. The Contractor is responsible for providing and installing the hardware and software necessary. When the Contractor requires the exchange of Protected Health Information (PHI) with the State of Tennessee, the State recommends the use of the State's Secure File Transfer Protocol (SFTP) server. Additionally, federal standards require encryption of all electronic protected health data at rest as well as during transmission. If the State adopts a different or additional encryption standard or tool in the future, the Contractor is expected, with adequate notice, to cooperate with the State to maintain the security of protected information according to all applicable State and Federal standards.

   Furthermore, the Contractor must adhere to the privacy and security regulations required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

b. Notwithstanding the requirement to maintain enrollment data, the Contractor is not authorized to initiate data changes to the system without the State's approval, as detailed below. This prohibition shall include, but not necessarily be limited to: initiation, termination, and/or changes of coverage.

c. Formally certify in writing no later than sixty (60) days prior to January 1, 2011, that Contractor shall have the ability to accept the weekly eligibility and enrollment information as described in Section A.12.d. Weekly Enrollment Update, and is therefore capable of the timely and accurate adjudication of claims based on the enrollment information provided by the State. This formal certification executes the Edison Certification of Interface Acceptance referenced in Contract Attachment B – Liquidated Damages, Item # 6.

d. Maintain, in its computer system, in-force enrollment records of all State plan Members by the date by the date specified in Contract Section A.10.b.13. Specific additional obligations, relative to this requirement, are the following:

   (1) **Weekly Enrollment Update:** To ensure that State plan Members' enrollment records remain accurate and complete, the Contractor commits to the following:

      i. to retrieve, via secure medium (see Contract Section A.12.a.) weekly enrollment data electronic transfer files from the State, in the State's Edison 834 file values (See Contract Attachment E), for Members who are maintained in the State's Edison System [files will include full population records for all Members and will be in the

format of ANSI ASC X12.84, Benefit Enrollment and Maintenance (834), version 004010X095A1, with a few fields being customized by the state;

ii. to complete each of the following tasks by the indicated deadline:

Required Task	Deadline
systematically process and update, via computer programs, the Contractor's database, utilizing the State's weekly enrollment file records	within three (3) working days of receipt of the files from the State
resolve all mismatches identified by the processing of the weekly files; "mismatches" are defined as: Any difference of values between the State's and the Contractor's databases.	within six (6) working days of receipt of the files from the State

iii. to complete and submit to the State a *Weekly File Transmission Statistics Report* (format to be provided by the State), within seven (7) working days of receipt of the weekly files. Submission of this report shall be via email to designated staff in Benefits Administration.

The Contractor shall also require of its subcontractors, as applicable, to maintain Weekly Enrollment Updates on a timely basis.

NOTE: Section A.12.d. shall be monitored by the State as Liquidated Damages # 7. (see Contract Attachment B).

(2) The **State of Tennessee Enrollment Data Match:** Upon request by the State, not to exceed two (2) times annually based on a calendar year, the Contractor shall submit to the State its full file of State enrollees, by which the State will conduct a data match against the State's Edison database. The purpose of this data match will be to determine the extent to which the Contractor is maintaining its data base of State Members, as required by Contract Section A.12.d.

Results of this match will be communicated to the Contractor, including any requirements – and associated timeframes – for resolving the discrepancies identified by the data match.

For the purpose of the requirements of this section, "mismatches" are defined as: Any difference of values between the State's and the Contractor's databases.

(3) Maintain a duplicate set of all records relating to the benefit payments in electronic medium, usable by the State and Contractor for the purpose of disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft- protected facility located away from the storage location of the originals. The duplicate data processing records shall be updated, at a minimum, on a daily basis and retained for a period of sixty (60) days from the date of creation.

(4) Reconcile, within ten (10) working days of receipt, payment information provided by the State. Upon identification of any discrepancies, the

Contractor shall immediately advise the State.

e. Submit Management Reports

(1) The Contractor shall provide the State with hard copy Management Reports, as described in the Contractor's proposal, attached hereto and incorporated by reference (see also Contract Attachment C). Management Reports shall be submitted on a quarterly basis, as well as annually, with program year aggregate totals. These reports shall also be submitted in an electronic format (template) agreed upon between the Contractor and the State by the date specified in Contract Section A.10.b.14 or as otherwise specified by the State.

(2) The Contractor shall generate and deliver to the State, within five working days of the end of each contract quarter, a Quarterly Network Changes Report (format to be mutually agreed).

(3) The Contractor shall annually provide the State with a GeoNetworks® report showing service and geographic access (see Contract Attachment B – Liquidated Damages, Item # 1. The State shall review the network structure and shall inform the Contractor in writing of any deficiencies the State considers to deny reasonable access to dental care. The State and Contractor shall then mutually develop a plan of action to correct said deficiencies within sixty (60) days from the date the Contractor was first notified of the problem.

(4) The Contractor shall submit all call center activity reports and Liquidated Damages Reports as required in Contract Attachments B Liquidated Damages, Item # 8 – and Contract Attachment C, Item # 7.

(5) The Contractor shall annually submit a Dental Loss Ratio Report as required in Contract Attachment C, Item # 5.

f. Business Continuity and Disaster Recovery

(1) General Requirements.

Regardless of the architecture of its Systems, the Contractor shall develop and be continually ready to invoke a business continuity and disaster recovery (BC-DR) plan. The BC-DR plan shall encompass all Information and Communications Technology as defined in this Contract. At a minimum the Contractor's BC-DR plan shall address the following scenarios:

i. Central and/or satellite data processing, telecommunications, print and mailing facilities and functions therein, hardware and software are destroyed or damaged;

ii. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of transactions that are active in a live system at the time of the outage;

iii. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromises the integrity of data maintained in a live or archival system; and

iv. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the System (*i.e.*, causes unscheduled System Unavailability).

(2) Testing.

The Contractor shall provide the State results of the most previous test of its BC-DR plan. In the event no such test has been executed or the results were not satisfactory to the State, then the Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore System functions per the standards outlined in this Section of the Contract.

(3) Corrective Action Plan.

In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore system functions per the standards outlined in this Contract, the Contractor shall submit to the State a Corrective Action Plan that describes how the failure will be resolved. The Contractor shall deliver the Corrective Action Plan within ten (10) business days of the conclusion of the test.

A.13. Definitions

a. **Abandoned Call:** Abandon Call is a call in which the caller elects an option and is either not permitted access to that option or disconnects from the system.

b. **Agency Benefits Coordinator:** The individual within each agency or department who is the officially-designated liaison between Benefits Administration and employees/members.

c. **Average Speed of Answer (ASA):** The mean time between (a) the moment at which a caller to the Contractor's Call Center first hears an introductory greeting and enters the queue and (b) the time at which a Call Center representative at the Call Center answers the call. For this definition, the term "answer" shall mean to begin an uninterrupted dialogue with the caller. If a Call Center representative asks the caller to hold during the first 60 seconds of the dialogue, the Contractor shall not consider the call to be "answered" for purposes of this definition until the Call Center representative returns to the caller and begins an uninterrupted dialogue.

d. **Benefits Administration:** The division of the Tennessee Department of Finance & Administration that administers the public sector plans and the Cover Tennessee programs.

e. **Benefits Coordinators:** See "Agency Benefits Coordinators".

f. **Blocked Call:** A call that cannot be connected immediately because no circuit is available at the time the call arrives or the telephone system is programmed to block calls from entering the queue when the queue backs up beyond a defined threshold.

g. **Business Days:** Traditional workdays, including Monday, Tuesday, Wednesday, Thursday, and Friday. State Holidays are excluded.

h. **Calendar Days:** All seven days of the week.

i. **Central State Employees:** Employees of the Tennessee courts, General Assembly, or Executive departments or agencies. By tradition, this term also includes certain

employees of "offline" agencies (i.e., Greater Nashville Regional Council, Beech River Water Shed Development Authority, South Central Human Resource Agency, WETP-TV (Knoxville), WLJT-TV (West Tennessee), and Governor's Books at Birth). Central State Employees do not include employees of the University of Tennessee or the Tennessee Board of Regents colleges, universities, technical institutes, and other educational institutions or their administrative offices or campuses.

j. **Claims Payment Dollar Accuracy:** Claims Payment Dollar Accuracy is defined as the absolute value of financial errors divided by the total paid value of Contractor audited dollars paid.

k. **Claims Turnaround Time:** Claims Turnaround Time is measured from the date the claim is received in the office to the date processed, including weekends and holidays. Any claims that include Coordination of Benefits (COB) and subrogation will be excluded when calculating compliance with the "non-investigated claims" performance standard.

l. **Days:** Unless otherwise specified, refers to calendar days.

m. **Deliverable:** A document, manual, or report (in hard copy, electronic format or specific medium as required) that the Contractor submits to the State to fulfill requirements of this Contract.

n. **Director:** Director of the Public Sector Plans, who reports to the Executive Director of Benefits Administration.

o. **Edison:** The State's enterprise resource planning system, which supports human resources, payroll, insurance, contracting, procurement and other agency functions.

p. **Eligible Employees and Dependents:** Employees of those agencies participating in the State, Local Education and Local Government plans that meet the eligibility requirements as defined in the State, Local Education and Local Government Plan Documents. Access through www.state.tn.us/finance/ins/publications.html

q. **Eligible Retirees and Dependents:** Retirees meeting the retiree eligibility requirements as defined in the State, Local Education and Local Government Plan Documents. Access through www.state.tn.us/finance/ins/publications.html Retirees must be receiving a retirement benefit from the Tennessee Consolidated Retirement System or higher education Optional Benefit Plan.

r. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** Title I of HIPAA protects health insurance coverage for workers and their families when they change or lose their jobs. Title II, the Administrative Simplification (AS) provisions, requires the establishment of national standards for electronic healthcare transactions and national identifiers for providers, health insurance plans and employers. The HIPAA Administration Simplification provisions also address the security and privacy of health information.

s. **Holidays:** Days on which official holidays and commemorations as defined in Tennessee Code Annotated § 15-1-101 *et seq.*, are observed.

t. **Information Technology (IT):** A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e. structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.

u. **Local Education Agency (LEA) Plan:** Refers to all health plan options sponsored by the Local Education Committee

v. **Local Government Plan:** Refers to all health plan options sponsored by the Local Government Committee.

w. **Maximum Allowable Charge:** The highest dollar amount of reimbursement for specific dental procedures provided by PDO dental network providers.

x. **Maximum Speed of Answer:** The total time between (a) the moment at which a caller to the Contractor's Call Center first hears an introductory greeting and enters the queue and (b) the time at which a Call Center representative at the Call Center answers the call. For this definition, the term "answer" shall mean to begin an uninterrupted dialogue with the caller. If a Call Center representative asks the caller to hold during the first 60 seconds of the dialogue, the Contractor shall not consider the call to be "answered" for purposes of this definition until the Call Center representative returns to the caller and begins an uninterrupted dialogue.

y. **Members:** Eligible employee, retiree and their eligible dependents participating in the PDO Dental Plan.

z. **Preferred Plan Dental Network:** General and specialist dentist in Tennessee who are participating, through a formal contract with the Contactor, in the PDO plan and have agreed to accept the Maximum Allowable Charge for those services provide through the PDO plan benefits.

aa. **Prepaid Dental Plan:** Dental Plan that provides dental benefits at a fixed copay.

bb. **Protected Health Information (PHI):** As defined in the HIPAA Privacy Rule, 45 CFR § 160.103.

cc. **Public Sector Plans:** Refers to all plans sponsored by the State, Local Education, and Local Government Committees.

dd. **State, Local Government, and Local Education Insurance Committees:** Policy making bodies for the State, Local Government, and Local Education plans established under Tennessee Code Annotated Title 8; Chapter 27 – 101, 207, and 301 respectively

ee. **State Plan:** Refers to all health plan options sponsored by the State Insurance Committee.

ff. **Telecommunication Device for the Deaf (TDD):** Special telephony devices with keyboard attachments for use by individuals with hearing impairments who are unable to use conventional phones. Also known as Teletype (TTY).

gg. **Week:** The traditional seven-day week, Sunday through Saturday.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Forty Three Million Two Hundred Ten Thousand Dollars ($43,210,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from January 1, 2011, through December 31, 2012, the following rates shall apply:

Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012
Employee	$19.14/Active Employee Member	$19.86/Active Employee Member
Employee + Spouse	$36.20/Active Employee Member	$37.56/Active Employee Member
Employee + Child(ren)	$44.01/Active Employee Member	$45.66/Active Employee Member
Employee + Spouse + Child(ren)	$70.84/Active Employee Member	$73.50/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012

Retirees	**$24.72/Retiree Member**	**$25.64/Retiree Member**
Retirees + Spouse	**$46.75/Retiree Member**	**$48.50/Retiree Member**
Retirees + Child(ren)	**$56.83/Retiree Member**	**$58.96/Retiree Member**
Retirees + Spouse + Child(ren)	**$91.48/Retiree Member**	**$94.91/Retiree Member**
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Active Employees	**Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit**	**Calendar Year 2012 1/ 1/2012 – 12/31/ 2012**
Employee	**Not Applicable**	**$10.97/Active Employee Member**
Employee + Spouse	**Not Applicable**	**$20.75/Active Employee Member**
Employee + Child(ren)	**Not Applicable**	**$25.22/Active Employee Member**
Employee + Spouse + Child(ren)	**Not Applicable**	**$40.60/Active Employee Member**
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	**Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit**	**Calendar Year 2012 1/ 1/2012 – 12/31/ 2012**
Retirees	**Not Applicable**	**$14.16/Retiree Member**
Retirees + Spouse	**Not Applicable**	**$26.79/Retiree Member**
Retirees + Child(ren)	**Not Applicable**	**$32.57/Retiree Member**
Retirees + Spouse + Child(ren)	**Not Applicable**	**$52.42/Retiree Member**

(2) For service performed from January 1, 2013 through December 31, 2013 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in September, 2012 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

(3) For service performed from January 1, 2014 through December 31, 2014 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in September, 2013 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

(4) For service performed from January 1, 2015 through December 31, 2015 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in September, 2014 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Finance & Administration
Benefits Administration Division
Attention: Office of Procurement & Contracting
312 Rosa L Parks Ave, Suite 2600
Nashville, Tennessee 37243

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Contractor);
(2) Invoice Date;
(3) Invoice Period (period to which all invoiced charges are applicable);
(4) Contract Number (assigned by the State to this Contract);
(5) Account Name: Finance & Administration, Benefits Administration Division;
(6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
(7) Contractor Name;
(8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
(9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
(10) Contractor Remittance Address;

(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
iv. Amount Due by Service; and
v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) not include any future work but will only be submitted for completed service; and
(3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant,

condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Ms. Marlene Alvarez, Procurement & Contracting Manager
Tennessee Department of Finance & Administration
Benefits Administration Division
312 Rosa L Parks Avenue, Suite 2600
Nashville, Tennessee 37243
marlene.alvarez@tn.gov
Telephone: 615.253.8358
FAX: 615.253.8556

The Contractor:

Mr. Jay Reavis, Vice President
Sales and Underwriting
Delta Dental of Tennessee
240 Venture Circle
Nashville, Tennessee 37228-1699
jreavis@deltadentaltn.com
Telephone: 615.742.6914
Fax: 615.244.8108

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an

independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6 Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.8. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. The Contract document and its attachments

b. All Clarifications and addenda made to the Contractor's Proposal

c. The Request for Proposal and its associated amendments

d. Technical Specifications provided to the Contractor

e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP # 31786 - 00103 (Attachment 6.2, Section B, Item # B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.11. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.

(2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages contained in Contract Attachment B. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment B and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in

addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

(3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

(4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the

State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.12. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

IN WITNESS WHEREOF,

DELTA DENTAL OF TENNESSEE:

8-20-10

CONTRACTOR SIGNATURE **DATE**

Tom Perry Senior Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE
STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE
LOCAL GOVERNMENT INSURANCE COMMITTEE:

M.D. Goetz Jr. 8-23-2010

M.D. GOETZ, JR., CHAIRMAN **DATE**

CONTRACT ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	**Edison # 22446**
CONTRACTOR LEGAL ENTITY NAME:	**Delta Dental of Tennessee**
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	**62-0812197**

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Tom Perry Senior Vice President

PRINTED NAME AND TITLE OF SIGNATORY

8-20-10

DATE OF ATTESTATION

CONTRACT
ATTACHMENT B

LIQUIDATED DAMAGES

1. Provider Network Accessibility (see Contract Section A.2.)	
Guarantee	As measured by the GeoNetworks® Provider & Facility Network Accessibility Analysis, the Contractor's provider network will assure that 95% of all Members will have the Access Standard indicated.
Definition	**Provider Type** / **Access Standard** General Dentists: 2 providers within 10 miles for urban/suburban; 2 providers within 20 miles for rural Specialist Dentists: 1 provider within 20 miles
Liquidated Damage Amount	Liquidated damage of five thousand dollars ($5,000.00) if EITHER of the above standards is not met.
Measurement	Annual guarantee: Measured, reported and reconciled each October.
2. Primary Dentist Turnover Rate (see Contract Section A.2.)	
Guarantee	Total Primary dentist leaving the network, regardless if the action is voluntary or involuntary will not exceed 15% in any plan year.
Definition	Primary Dentist leaving the network, regardless if the action is voluntary or non-voluntary divided by the Total number of primary dentist at beginning of period.
Liquidated Damage Amount	Five thousand dollars ($5,000.00) if Primary Dentist turnover rate exceeds 15% annually. Annual assessment.
Measurement	Measured annually; reported and reconciled annually through the duration of the contract.
3. Member Satisfaction (see Contract Section A.8.c.)	
Guarantee	The level of overall customer satisfaction, which is measured annually by a State-approved Member Satisfaction Survey will be 85% or greater each year during the term of the contract.
Definition	As determined by responses to the following question: "All things considered, how satisfied are you with your current dental health plan services? The response options include Completely Satisfied, Very Satisfied, Somewhat Satisfied, Neither Satisfied, Nor Dissatisfied, Somewhat Dissatisfied, Very Dissatisfied or Completely Dissatisfied." Number of those "Satisfied" divided by total number of responses.
Liquidated Damage Amount	Five thousand dollars ($5,000.00) Annually for failure to reach 85% customer satisfaction.
Measurement	At least 85% of all respondents will indicate Completely, Very, or Somewhat Satisfied. Measured, reported, and reconciled annually through the duration of the contract.
4. Approval of Communication Materials (see Contract Section A.9.b.)	
Guarantee	State approval must be obtained for all communication materials as defined in Contract Section A.9. prior to distribution.
Definition	See Contract Section A.9.
Liquidated Damage Amount	Should the above standard not be met, the total liquidated damage shall be five hundred dollars ($500.00) per any occurrence over a one to two day period.
Measurement	Reported, and reconciled per occurrence through the duration of the Contract.
5. Timely Enrollment (see Contract Section A.9.)	
Guarantee	100% of State approved Dental Plan information necessary for enrollment will be distributed seven days (7) prior to the State's annual transfer period (usually Oct. 15 - Nov. 15).
Definition	Dental plan information necessary for open enrollment.
Liquidated Damage Amount	Should the above standard not be met, the total liquidated damage shall be one thousand dollars ($1,000.00) per day in which the standard is not met. Annual
Measurement	Measured, reported, and reconciled annually through the duration of the contract.
6. Tennessee Edison System Interface (see Contract Section A.12.a. and A.12.c.)	
Guarantee	The Contractor shall maintain from January 1, 2011 through the term of the contract accurate and complete Member enrollment records in the Contractor's production data base consistent with the Member information provided by the State's Edison system as described in A.12.
Definition	Fully operational with the Edison interface shall mean the Edison Certification of Interface Acceptance has been executed and that weekly files obtained by the Contractor from the State's Edison system will be timely and accurately processed and the data loaded directly into the Contractor's production database during the full term of the contract. The production database will be the source of reference for the Contractor's business processes, including but not limited to claims adjudication and customer service.
Liquidated Damage Amount	Should the Edison interface not be fully operational – as defined above – during the term of the contract, the Contractor shall pay to the State of Tennessee a liquidated damage of one thousand dollars ($1,000.00) per day, for every day out of compliance, until the interface is

	operational.
Measurement	Measure of compliance beginning January 1, 2011 through the term of the contract. To demonstrate compliance, the Contractor shall determine eligibility and adjudicate claims consistent with the most recent weekly eligibility update provided through Edison. Reconciliation of liquidated damage, if any, shall be made upon identification by the State of an error in enrollment status contained in the Contractor's eligibility and enrollment system compared to the Edison weekly updates.
7. Weekly Eligibility Update (see Contract Section A.12.d.)	
Guarantee	All Weekly Eligibility file processing and mismatch deadlines will be met as detailed at Contract Section A.12.d.
Definition	See Contract Section A.12.d.
Liquidated Damage Amount	See A.12.d. $100.00 per day for the first (1st) and second (2nd) working days out of compliance; $500.00 per working day thereafter.
Measurement	Measured and reported weekly; reconciled annually.
8. Management Reporting (see Contract Section A.12.e.)	
Guarantee	All quarterly and annual management reports will be delivered by the 45th day subsequent to the end of each reporting period, unless otherwise specified.
Definition	All quarterly and annual management reports will be delivered by the 45th day subsequent to the end of each reporting period, unless otherwise specified.
Liquidated Damage Amount	$1,000.00 for every day that reports are late.
Measurement	Measured quarterly and annually; reconciled annually through the duration of the contract.

CONTRACT
ATTACHMENT C

QUARTERLY MANAGEMENT REPORTING REQUIREMENTS

As required by Contract Section A.12.e., the Contractor shall submit separate Management Reports for Active and Retiree participants by which the State can assess the PDO program costs and usage, as well as results in meeting the Liquidated Damages requirements as contained in Contract Attachment B. Reports shall be submitted in hard copy medium or electronic format if requested and approved by the State. Management Reports shall include:

1) **Liquidated Damages Tracking**, as detailed at Contract Attachment B (each component to be submitted at the frequency indicated), shall include:

   a. Status report narrative
   b. Detail report on each performance measure by appropriate time period

2) **PDO Benefit Savings and Payments**, must be submitted separately for Actives and Retirees and as follows distinguishing between in-network and out-of-network:

Type of Service	Charges	Allowed	PDO Savings	Patient Cost	Benefit
TYPE I					
TYPE II					
TYPE III					
TYPE IV					
TYPE V					
Not Covered					
TOTAL					

3) **In Network and Out-of-Network Utilization by:**
   a. Submitted charges
   b. Benefits Paid
   c. Member Utilization

4) **Summary Plan Information:** Must be submitted separately for Actives and Retirees.

Premium Levels 2011 through 2015	Subscribers	Paid Premium	Claim Count	Paid Claims
Employee				
Employee + Spouse				
Employee + Child(ren)				
Employee + Spouse + Child(ren)				
TOTAL				

5) **Dental Loss Ratio**

   As required and defined by Contract Sections A.12.e.(5) ~~and C.2.b.(2)~~, Contractor shall annually calculate its Dental Loss Ratio (DLR) and submit such calculation and any necessary supporting data to the State by the following April 15th. For purposes of this report, the DLR shall be defined as the ratio between the total paid claims and the total paid premiums for all rate groups on all PDO plans offered to the State pursuant to this Contract.

6) **Quarterly Network Changes Update Report, displaying the following:**
   a. Present Network of Participating Providers by Specialty
   b. Additions to the Network by Name, Specialty and Location
   c. Terminations to the Network by Name, Specialty and Location
   d. Targeted areas for recruitment

7) **Call Center Activity Reports.** The Contractor shall submit these reports on a monthly basis as required.

   Unless otherwise directed in writing by the State, the Contractor's report shall include the following data:

   a. Total Call Volume by Date;
      — Total number of calls;

- Total number of calls by call type (as defined by the State, with the assistance of the Contractor);
- Total number of calls by active employee and retiree;

b. Duration of Calls;
- Average length of calls by call type (as defined by the State, with the assistance of the Contractor);
- Average length of calls by employee and retiree;

c. Distribution of Total Call Volume;
- Average number of total calls received on Mondays;
- Average number of total calls received on Tuesdays;
- Average number of total calls received on Wednesdays;
- Average number of total calls received on Thursdays;
- Average number of total calls received on Fridays;

d. Number of Call Center calls monitored;

e. Higher and Lower Periods of Total Call Volume;
- Four (4) days during the month with the largest total call volume (report day of week and date);
- The five (5) one-hour call periods (e.g., 9:00 a.m. to 10:00 a.m.) during the month with the largest total call volume (report hour, day of week, and date);
- Four (4) days during the month with the smallest total call volume (report day of week and date); and
- The five (5) one-hour call periods (e.g., 9:00 a.m. to 10:00 a.m.) during the month with the smallest total call volume (report hour, day of week, and date); and

f. Direct Staff Time:
- Total Call Center Contractor hours paid;
- Total Call Center Contractor hours in which employees were actively taking calls; and
- Total Call Center Contractor FTEs.

The Contractor shall also report the date and weekday for each morning period (7:00 a.m. to 12:00 p.m.; and for each afternoon period 12:00 p.m. to 4:30 p.m.) during which it does not meet the targets as described in Contract Section A.4.c. At the State's direction, the Contractor shall also be prepared to report these elements in an additional, separate 'Non-Compliance Report" which shall be due on the same date as the Call Center Activity Report.

For the monthly report, the Contractor shall submit, by 8:30 a.m. CT on the fifth business day of the month, a summary report with data on each metric for the preceding month. The monthly report shall include daily, weekly, and monthly data for each metric.

CONTRACT
ATTACHMENT D
(INCLUDES ATTACHMENT D.1. and D.2.)

ATTACHMENT D.1.

PDO INSURANCE FULL BENEFITS

	PDO (In Network) Benefits		Out of Network Benefits
ANNUAL DEDUCTIBLE– APPLIES TO SCHEDULE B & C			
Amount per Person per calendar year	None		$100
Maximum per Family per calendar year	None		$300
BENEFIT PERCENTAGES			
Schedule A – Diagnostic and Preventive Benefits	100%		80%
Schedule B – Basic Benefits	80%	of	60%
Schedule C – Major Benefits (waiting periods apply)	50%	MAC*	50%
Schedule D – Orthodontic Benefits (waiting periods apply)	50%		50%
ANNUAL MAXIMUM FOR SCHEDULE A,B AND C DENTAL SERVICES			
Amount per Person per calendar year		$1,500	
LIFETIME MAXIMUM FOR SCHEDULE D DENTAL SERVICES			
Lifetime amount per dependent child to age 19		$1,250	
BENEFIT WAITING PERIODS			
Inlay/Onlay Restorations, Crowns, Complete or Partial Dentures, the addition of teeth to existing Partial Dentures, Fixed Partial Dentures, Implants and Orthodontics		12 Months	

*MAXIMUM ALLOWABLE CHARGE (MAC)—Members are not responsible for charges exceeding the MAC if they select a participating network PPO dentist. Members are responsible for charges that exceed the usual and customary rates per procedures charged by out-of-network providers.

I. Benefits

The Schedule of Benefits in this document reflects the procedures that PDO will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described above. The PDO shall apply credit for prior length of continuous enrollment in the State PDO plan for any Members and/or dependents who were enrolled in the State PDO plan on December 31, 2010 and who continued coverage under the new PDO Plan effective January 1, 2011. Such requirement shall also apply to Members and/or dependents maintaining COBRA continuation coverage.

In addition to the limitations and exclusions shown in the Schedule of Benefits section, PDO does not pay for the following:

General Limitations and Exclusions

A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.

B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.

C. Cosmetic surgery or procedures for purely cosmetic reasons.

D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.

E. Treatment to restore tooth structure lost from wear.

F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.

G. Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).

H. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.

I. Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.

J. Services by a dentist beyond the scope of his or her license.

K. Dental services for which the patient incurs no charge.

L. Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.

M. The PDO will apply the limitations and exclusions of this benefit plan based upon the Member's complete and prior history as reflected in records.

N. Athletic mouthguards or the replacement of lost or stolen appliances.

O. PDO will not pay benefits for the replacement of natural teeth missing on the date the Member's coverage begins.

In the event a Member transfers from one dentist to another during the course of treatment, payment by PDO will be limited to the amount that would have been paid had only one dentist rendered the service.

II. Optional Services

In cases where alternate or optional methods of treatment exist, the PDO will pay for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the dentist's treatment plan or to recommend which treatment should be provided. It is a determination of benefits under the terms of the subscriber's coverage. The dentist and subscriber or dependent should decide the course of treatment. If the treatment rendered is other than the covered benefit, the difference between PDO allowance and the dentist's fee, up to the approved amount, for the actual treatment rendered is due from the subscriber. For example, if the benefit plan allows for amalgams only even though a metal or porcelain inlay is suggested by the Member's dentist, PDO will pay for only the cost of the amalgam.

III. Schedule of Benefits

In addition to the limitations and exclusions listed in the Schedule of Benefits, the **General Limitations and Exclusions** of this document also apply.

A. Diagnostic and Preventive Benefits

a) Diagnostic: Oral examination and bitewing x-rays to aid the dentist in planning required dental treatment. Brush biopsy cancer screenings to evaluate questionable lesions or spots.

b) Preventive: Prophylaxis (cleaning), topical application of fluoride, harmful habit devices, sealants and space maintainers.

Limitations and Exclusions On Diagnostic And Preventive Benefits

a) Two oral exams and cleanings in any calendar year. This frequency limitation is combined with periodontal maintenance procedures.

b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible Members include diabetics and pregnant women with periodontal disease; those with renal failure; those with suppressed immune systems such as Members undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients; those with cardiovascular or coronary artery disease; those who have suffered a stroke; and those at high risk for infective endocarditis.

c) One set of bite-wing x-rays every 2 years for adults, every 18 months for adolescents, and every calendar year for children. Members with high risk health conditions may receive one set of bite-wing x-rays in a calendar year.

d) Topical application of fluoride for Members up to 14 years of age. However, topical application fluoride for Members 55 years and older following periodontal surgery shall be a covered benefit.

e) Adult prophylaxis for Members under 14 years of age are not allowed.

f) Space maintainers are allowed for children under age 14.

g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on Members under 17 years of age. Only one benefit will be allowed for each tooth within a lifetime.

h) Harmful habit devices are allowed once per lifetime for children under age 16.

IV. Basic Benefits

a) Basic Restorations: Amalgams (silver fillings) and composite (white fillings) restorations for the treatment of decay.

b) Oral Surgery: Simple extractions, surgical incision, and removal of exposed roots.

c) Diagnostic Radiographs

d) Other Basic Services including Bacteriologic Studies, Palliative Treatment, Therapeutic Drug Injection, Histopathic Examinations.

Limitations and Exclusions On Basic Benefits

a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.

b) Gold foil restorations are an Optional Service.

c) Although composites (white fillings) on the facial (outside) surfaces of the bicuspid teeth are an allowable benefit, composites used in molars or on the chewing surfaces of bicuspid teeth are considered Optional Services.

d) Complete Series or Panoramic x-rays are limited to once in any 5 year period. Panoramic x-rays may also be payable in connection with the removal of impacted teeth. Only one complete series shall be allowed for children under age 10.

e) No more than 4 Periapical x-rays are allowed in any calendar year; no more than 2 Occlusal Films are allowed in any calendar year; no more than 2 Extraoral Films are allowed in any calendar year.

V. Major Benefits

a) Complex Oral Surgery: Extractions and other surgical procedures (including pre- and post operative care).

b) Endodontia: Treatment of the dental pulp (root canal procedures).

c) Periodontia: Treatment of the gums and bones that surround the tooth including Periodontal Maintenance procedures.

d) Cast Restorations: Crowns and metal inlays and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.

e) Stainless steel or resin crowns.

f) Prosthodonics: Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.

g) Complete or Partial Denture Reline: Chair side or laboratory procedure to improve the fit of the appliance to the tissue (gums).

h) Complete or Partial Denture Rebase: Laboratory replacement of the acrylic base of the appliance.

i) Denture Repairs: Services to repair complete or partial dentures.

j) General Anesthesia & I.V. Sedation: Only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions.

k) Implants: The surgical placement of an endosteal (in the bone) implant and the connecting abutment are covered benefits.

Limitations and Exclusions On Major Benefits

a) Payment for root canal treatment includes charges for x-rays and temporary restorations. Root canal treatment is limited to once in a 24 month period by the same dentist or dental office.

b) Payment for periodontal surgery shall include charges for three months post operative care and any surgical re-entry for a three year period. Root planing, curettage and osseous surgery are not a benefit for Members under 14 years of age.

c) Periodontal Splinting is not a covered benefit.

d) Scaling and Root Planing is allowed once per quadrant in any 36 month period.

e) Occlusal adjustment is allowed once in any 12 month period only when performed with periodontal surgery.

f) Periodontal Maintenance is allowed twice per calendar year. This frequency limitation is combined with cleanings.

g) Replacement of crowns or cast restorations received in the previous seven years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.

h) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.

i) Procedures for purely cosmetic reasons are not benefits.

j) Porcelain, gold or veneer crowns for children under 16 years of age are not a benefit. Benefits are limited to prefabricated stainless or resin crowns.

k) The replacement of a stainless steel crown on a primary tooth by the same dentist or dental office within a 3 year period of the initial placement is not a benefit. The replacement of a stainless steel crown on a permanent tooth by the same dentist or dental office within a seven year period of the initial placement is not a benefit.

l) Replacement of any fixed bridges or partial or complete dentures that the Member received in the previous seven years is not a benefit.

m) Payment for a complete or partial denture shall include charges for any necessary adjustment within a 12 month period. Payment for a rebase of a partial or complete denture is limited to once in a three year period and includes all adjustments required for 12 months after delivery. Payment for a reline procedure is only a benefit if more than 12 months have passed since the initial insertion.

n) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.

o) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit.

p) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.

q) Temporary partial dentures are a benefit only when upper anterior teeth are missing.

r) Implants are a benefit for Members 16 years of age and older.

s) Replacement of implants or abutments received in the previous seven years is not a benefit.

t) The removal of an implant is allowed once per lifetime.

u) Specialized techniques are not benefits (ie. bone grafts, guided tissue regeneration, precision attachments, etc.).

v) Implant maintenance procedures are allowed once in a 12 month period.

VI. Orthodontic Benefits

The PDO Insurance Fall Benefits Plan will pay benefits for procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.

Limitations and Exclusions On Orthodontic Benefits
a) Orthodontic benefits are limited to Members shown on the Group Variables Page.

b) PDO plan shall make regular payments for orthodontic benefits.

c) If orthodontic treatment began prior to enrolling in this plan, PDO plan will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible. Notwithstanding

the foregoing, the PDO shall apply credit for prior length of continuous enrollment in the State PDO plan for any Members and/or dependents who were enrolled in the State PDO plan on December 31, 2010 and who continued coverage under the new PDO Plan effective January 1, 2011. Such requirement shall also apply to Members and/or dependents maintaining COBRA continuation coverage.

d) Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.

e) Benefits are not paid to repair or replace any orthodontic appliance received.

f) Orthodontic benefits are not paid for extractions or other surgical procedures. However, these additional services may be covered under Diagnostic and Preventive or Basic Benefits.

Orthodontic Payment Method
a) The initial payment (initial banding fee) made by PDO plan for comprehensive treatment will be 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.

b) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will begin in the month following the appliance placement date and are subject to your copayment percentage and lifetime maximum.

CONTRACT ATTACHMENT D.2.

PDO INSURANCE - BASIC BENEFITS

	PDO (In Network) Benefits		Out of Network Benefits
ANNUAL DEDUCTIBLE– APPLIES TO SCHEDULE B & C			
Amount per Person per calendar year	None		$100
Maximum per Family per calendar year	None		$300
BENEFIT PERCENTAGES			
Schedule A – Diagnostic and Preventive Benefits	100%	of	80%
Schedule B – Basic Benefits	80%	MAC*	60%
ANNUAL MAXIMUM FOR SCHEDULES A AND B DENTAL SERVICES			
Amount per Person per calendar year		$1,000	

*MAXIMUM ALLOWABLE CHARGE (MAC)—Members are not responsible for charges exceeding the MAC if you go to a participating network PPO dentist. Members are responsible for charges that exceed the usual and customary rates per procedures charged by out-of-network providers.

I. Benefits

The Schedule of Benefits in this document reflects the procedures that PDO will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described above.

In addition to the limitations and exclusions shown in the Schedule of Benefits section, PDO does not pay for the following:

General Limitations and Exclusions

A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.

B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.

C. Cosmetic surgery or procedures for purely cosmetic reasons.

D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.

E. Treatment to restore tooth structure lost from wear.

F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.

G. Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).

H. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.

I. Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.

J. Services by a dentist beyond the scope of his or her license.

K. Dental services for which the patient incurs no charge.

L. Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.

M. The PDO will apply the limitations and exclusions of this benefit plan based upon the Member's complete and prior history as reflected in records.

N. Athletic mouthguards or the replacement of lost or stolen appliances.

O. PDO will not pay benefits for the replacement of natural teeth missing on the date the Member's coverage begins.

In the event a Member transfers from one dentist to another during the course of treatment, payment by PDO will be limited to the amount that would have been paid had only one dentist rendered the service.

II. Optional Services

In cases where alternate or optional methods of treatment exist, the PDO will pay for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the dentist's treatment plan or to recommend which treatment should be provided. It is a determination of benefits under the terms of the subscriber's coverage. The dentist and subscriber or dependent should decide the course of treatment. If the treatment rendered is other than the covered benefit, the difference between PDO allowance and the dentist's fee, up to the approved amount, for the actual treatment rendered is due from the subscriber. For example, if the benefit plan allows for amalgams only even though a metal or porcelain inlay is suggested by the Member's dentist, PDO will pay for only the cost of the amalgam.

III. Schedule of Benefits

In addition to the limitations and exclusions listed in the Schedule of Benefits, the **General Limitations and Exclusions** of this document also apply.

A. Diagnostic and Preventive Benefits

a) Diagnostic: Oral examination and bitewing x-rays to aid the dentist in planning required dental treatment. Brush biopsy cancer screenings to evaluate questionable lesions or spots.

b) Preventive: Prophylaxis (cleaning), topical application of fluoride, harmful habit devices, sealants and space maintainers.

Limitations and Exclusions On Diagnostic And Preventive Benefits

a) Two oral exams and cleanings in any calendar year. This frequency limitation is combined with periodontal maintenance procedures.

b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible Members include diabetics and pregnant women with periodontal disease; those with renal failure; those with suppressed immune systems such as Members undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients; those with cardiovascular or coronary artery disease; those who have suffered a stroke; and those at high risk for infective endocarditis.

c) One set of bite-wing x-rays every 2 years for adults, every 18 months for adolescents, and every calendar year for children. Members with high risk health conditions may receive one set of bite-wing x-rays in a calendar year.

d) Topical application of fluoride for Members up to 14 years of age. However, topical application fluoride for Members 55 years and older following periodontal surgery shall be a covered benefit.

e) Adult prophylaxis for Members under 14 years of age are not allowed.

f) Space maintainers are allowed for children under age 14.

g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on Members under 17 years of age. Only one benefit will be allowed for each tooth within a lifetime.

h) Harmful habit devices are allowed once per lifetime for children under age 16.

IV. Basic Benefits

a) Basic Restorations: Amalgams (silver fillings) and composite (white fillings) restorations for the treatment of decay.

b) Oral Surgery: Simple extractions, surgical incision, and removal of exposed roots.

c) Diagnostic Radiographs

d) Other Basic Services including Bacteriologic Studies, Palliative Treatment, Therapeutic Drug Injection, Histopathic Examinations.

Limitations and Exclusions On Basic Benefits

a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.

b) Gold foil restorations are an Optional Service.

c) Although composites (white fillings) on the facial (outside) surfaces of the bicuspid teeth are an allowable benefit, composites used in molars or on the chewing surfaces of bicuspid teeth are considered Optional Services.

d) Complete Series or Panoramic x-rays are limited to once in any 5 year period. Panoramic x-rays may also be payable in connection with the removal of impacted teeth. Only one complete series shall be allowed for children under age 10.

e) No more than 4 Periapical x-rays are allowed in any calendar year; no more than 2 Occlusal Films are allowed in any calendar year; no more than 2 Extraoral Films are allowed in any calendar year.

Special Notes:
Items highlighted in yellow indicate TN specific values. Due to the variety of coverage codes required by the State of TN, it was necessary to add custom values to the 834 mapping document. The coverage code of E1D could include Spouse dependents. The coverage code of IND will be used for Dependent Only coverage. The Relationship of '38' denotes a Child claimed on Income Tax. Any dependent with a Relationship of '38' and a "F" in INS09 is not a Student. All dependents in Edison will have the student flag turned on (INS09 = "F") until age 19. At age 19 and greater, only students (with the exception of the Relationship '38') will have INS09 = "F". The REF03, REF04 and HD11 fields contain TN Specific information that is not defined on the PeopleSoft delivered 834. REF04 is defined as a Group Element field, so the budget code is preceded by "zz:"

FIELD NAME	BN_834_FIELD_VALUE	EFFDT	BN_834_FLD_DESCR1	BN_834_FIELD_MAPPD	BN_834_FLD_DESCR2	DATA_TYPE_CD	DEFAULT_EDI_CD
COBRA_EVENT_CLASS	RED	1/1/1900 0:00	Reduction in Hours	2	Reduction of work hours	Y	N
COBRA_EVENT_CLASS	OVG	1/1/1900 0:00	Overage	7	Ineligible Child	Y	N
COBRA_EVENT_CLASS	MIL	1/1/1900 0:00	Military Leave	1	Termination of Employment	Y	N
COBRA_EVENT_CLASS	MED	1/1/1900 0:00	Medicare Entitlement	3	Medicare	Y	N
COBRA_EVENT_CLASS	RET	1/1/1900 0:00	Retired	1	Termination of Employment	Y	N
COBRA_EVENT_CLASS	DEP	1/1/1900 0:00	Married Dependent	7	Ineligible Child	Y	N

COBRA_EVENT_CLASS	DEA	1/1/1900 0:00	Death	4	Death	Y	N
COBRA_EVENT_CLASS	GMC	1/1/1901 0:00	Gross Misconduct -Not Eligible	1	Termination of employment	N	N
COBRA_EVENT_CLASS	TER	1/1/1900 0:00	Termination	1	Termination of Employment	Y	N
COBRA_EVENT_CLASS	DIV	1/1/1900 0:00	Divorce	5	Divorce	Y	N
COVRG_CD	C	1/1/1901 0:00	Employee plus 1	E1D	Employee and One Dependent	N	N
COVRG_CD	7	1/1/1900 0:00	Dom Partner Adult+Child(ren)	E6D	Employee and Two or More Dependents	Y	N
COVRG_CD	6	1/1/1900 0:00	Domestic Partner Child(ren)	E5D	Employee and One or More Dependents	Y	N
COVRG_CD	5	1/1/1900 0:00	Domestic Partner Adult	E1D	Employee and One Dependent	Y	N
COVRG_CD	4	1/1/1900 0:00	Family	E6D	Employee and Two or More Dependents	Y	N
COVRG_CD	3	1/1/1900 0:00	Employee + Dependents	E5D	Employee and One or More Dependents	Y	N
COVRG_CD	2	1/1/1900 0:00	Employee + Spouse	ESP	Employee and Spouse	Y	N
COVRG_CD	1	1/1/1900 0:00	Employee Only	EMP	Employee Only	Y	N

COVRG_CD	G	1/1/1901 0:00	Employ ee plus 2	E2D	Employee plus two dependents	N	N
COVRG_CD	F	1/1/1901 0:00	2 Depend ent Coverag e	TWO	2 Dependent Coverage	N	N
COVRG_CD	H	1/1/1901 0:00	Generic Coverag e Code	EHD	Generic coverage code for all Family Members	N	N
COVRG_CD	I	1/1/1901 0:00	Multiple Depend ents Only	DEP	Multiple Dependents Only	N	N
COVRG_CD	D	1/1/1901 0:00	Split	ECH	Split	N	N
COVRG_CD	B	1/1/1901 0:00	Family	FAM	Family	N	N
COVRG_CD	A	1/1/1901 0:00	Single	EMP	Employee Only	N	N
COVRG_CD	E	1/1/1901 0:00	Depend ent only	IND	Dependent Only	N	N
EMPL_STATUS	T	1/1/1900 0:00	Termina ted	TE	Terminated	Y	N
EMPL_STATUS	A	1/1/1900 0:00	Active	FT	Full time active employee	Y	N
EMPL_STATUS	V	1/1/1900 0:00	Termina ted Pension Pay Out	TE	Terminated	Y	N
EMPL_STATUS	W	1/1/1900 0:00	Short Work Break	FT	Full time active employee	Y	N
EMPL_STATUS	X	1/1/1900 0:00	Retired-Pension Adminis tration	RT	Retired	Y	N
EMPL_STATUS	U	1/1/1900 0:00	Termina ted With	TE	Terminated	Y	N

			Pay				
EMPL_STATUS	D	1/1/1900 0:00	Deceased	TE	Terminated	Y	N
EMPL_STATUS	L	1/1/1900 0:00	Leave of Absence	L1	Leave of Absence	Y	N
EMPL_STATUS	P	1/1/1900 0:00	Leave With Pay	L1	Leave of Absence	Y	N
EMPL_STATUS	Q	1/1/1900 0:00	Retired With Pay	RT	Retired	Y	N
EMPL_STATUS	R	1/1/1900 0:00	Retired	RT	Retired	Y	N
EMPL_STATUS	S	1/1/1900 0:00	Suspended	FT	Full time active employee	Y	N
MAR_STATUS	W	1/1/1900 0:00	Widowed	W	Widowed	Y	N
MAR_STATUS	U	1/1/1900 0:00	Unknown	R	Unknown	Y	N
MAR_STATUS	S	1/1/1900 0:00	Single	I	Single	Y	N
MAR_STATUS	M	1/1/1900 0:00	Married	M	Married	Y	N
MAR_STATUS	H	1/1/1900 0:00	Head of Household	U	Head Of Household	Y	N
MAR_STATUS	E	1/1/1900 0:00	Separated	S	Separated	Y	N
MAR_STATUS	D	1/1/1900 0:00	Divorced	D	Divorced	Y	N
MAR_STATUS	C	1/1/1900 0:00	Common-Law	U	Common-Law	Y	N
PLAN_TYPE	1X	1/1/1901 0:00	Wellness	WELL	Wellness	N	Y
PLAN_TYPE	1Z	1/1/1901 0:00	Mental Health Substance Abuse	AK	Mental Health Substance Abuse	N	Y
PLAN_TYPE	10	1/1/1900 0:00	Medical	HLT	Health	Y	Y

PLAN_TYPE	11	1/1/1900 0:00	Dental	DEN	Dental	Y	Y
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	HLT	Health	Y	Y
PLAN_TYPE	13	1/1/1900 0:00	Major Medical	MM	Major Medical	Y	Y
PLAN_TYPE	14	1/1/1900 0:00	Vision	VIS	Vision	Y	Y
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	HLT	Health	Y	Y
PLAN_TYPE	16	1/1/1900 0:00	Domestic Partner Dental	DEN	Dental	Y	Y
PLAN_TYPE	17	1/1/1900 0:00	Domestic Partner Vision	VIS	Vision	Y	Y
PLAN_TYPE	10	1/1/1900 0:00	Medical	AG	Preventive Care/Wellness	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	EPO	Exclusive Provider Org (EPO)	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	FAC	Facility	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	HE	Hearing	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	HMO	Health Maintenance Org (HMO)	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	MOD	Mail Order Drug	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	PDG	Prescription Drug	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	POS	Point of Service (POS)	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	PPO	Preferred Provider Org (PPO)	Y	N

PLAN_TYPE	11	1/1/1900 0:00	Dental	DCP	Dental Capitation (DMO)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	AG	Preventive Care/Wellness	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	DEN	Dental	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	EPO	Exclusive Provider Org (EPO)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	FAC	Facility	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	HMO	Health Maintenance Org (HMO)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	MOD	Mail Order Drug	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	PDG	Prescription Drug	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	POS	Point Of Service (POS)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	PPO	Preferred Provider Org (PPO)	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	AG	Preventive Care/Wellness	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	EPO	Exclusive Provider Org (EPO)	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	FAC	Facility	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner	HE	Hearing	Y	N

			Medical				
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	HMO	Health Maintenance Org (HMO)	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	MOD	Mail Order Drug	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	PDG	Prescription Drug	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	POS	Point Of Service (POS)	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domestic Partner Medical	PPO	Preferred Provider Org (PPO)	Y	N
PLAN_TYPE	16	1/1/1900 0:00	Domestic Partner Dental	DCP	Dental Capitation (DMO)	Y	N
PLAN_TYPE	1V	1/1/1901 0:00	Medicare Supplement	SUP	Medicare Supplement	N	Y
PLAN_TYPE	1Y	1/1/1901 0:00	Employee Assistance Program	AG	Employee Assistance Program	N	Y
RELATIONSHIP	CN	1/1/1901 0:00	Natural Child	19	Child	N	N
RELATIONSHIP	CS	1/1/1901 0:00	Step Child	19	Child	N	N
RELATIONSHIP	A	1/1/1900 0:00	Aunt	06	Uncle or Aunt	Y	N

RELATIONSHIP	B	1/1/1900 0:00	Brother	14	Brother or Sister	Y	N
RELATIONSHIP	D	1/1/1900 0:00	Daughter	19	Child	Y	N
RELATIONSHIP	E	1/1/1900 0:00	Employee	38	Collateral Dependent	Y	N
RELATIONSHIP	FA	1/1/1900 0:00	Father	03	Father or Mother	Y	N
RELATIONSHIP	FI	1/1/1900 0:00	Father-in-Law	13	Mother-in-law or Father-in-law	Y	N
RELATIONSHIP	FR	1/1/1900 0:00	Friend	38	Collateral Dependent	Y	N
RELATIONSHIP	GC	1/1/1900 0:00	Grandchild	05	Grandson or Granddaughter	Y	N
RELATIONSHIP	GF	1/1/1900 0:00	Grandfather	04	Grandfather or Grandmother	Y	N
RELATIONSHIP	GM	1/1/1900 0:00	Grandmother	04	Grandfather or Grandmother	Y	N
RELATIONSHIP	M	1/1/1900 0:00	Mother	03	Father or Mother	Y	N
RELATIONSHIP	MI	1/1/1900 0:00	Mother-in-Law	13	Mother-in-law or Father-in-law	Y	N
RELATIONSHIP	N	1/1/1900 0:00	Neighbor	38	Collateral Dependent	Y	N
RELATIONSHIP	NA	1/1/1900 0:00	Domestic Partner Adult	53	Life Partner	Y	N
RELATIONSHIP	ND	1/1/1900 0:00	Domestic Partner Daughter	38	Collateral Dependent	Y	N
RELATIONSHIP	NE	1/1/1900 0:00	Nephew	07	Nephew or	Y	N

					Niece		
RELATIONSHIP	NI	1/1/1900 0:00	Niece	07	Nephew or Niece	Y	N
RELATIONSHIP	NS	1/1/1900 0:00	Domestic Partner Son	38	Collateral Dependent	Y	N
RELATIONSHIP	O	1/1/1900 0:00	Other	38	Collateral Dependent	Y	N
RELATIONSHIP	R	1/1/1900 0:00	Other Relative	38	Collateral Dependent	Y	N
RELATIONSHIP	RO	1/1/1900 0:00	Roommate	38	Collateral Dependent	Y	N
RELATIONSHIP	S	1/1/1900 0:00	Son	19	Child	Y	N
RELATIONSHIP	SI	1/1/1900 0:00	Sister	14	Brother or Sister	Y	N
RELATIONSHIP	SP	1/1/1900 0:00	Spouse	01	Spouse	Y	N
RELATIONSHIP	T	1/1/1900 0:00	Estate	31	Court Appointed Guardian	Y	N
RELATIONSHIP	U	1/1/1900 0:00	Uncle	06	Uncle or Aunt	Y	N
RELATIONSHIP	X	1/1/1900 0:00	ExSpouse	25	Ex-spouse	Y	N
RELATIONSHIP	XC	1/1/1900 0:00	Recognized Child	19	Child	Y	N
RELATIONSHIP	XD	1/1/1900 0:00	Foster Daughter	10	Foster Child	Y	N
RELATIONSHIP	XS	1/1/1900 0:00	Foster Son	10	Foster Child	Y	N
RELATIONSHIP	CI	1/1/1901 0:00	Child Intended to be Claimed	38	Child	N	N
RELATIONSHIP	CT	1/1/1901 0:00	Child claimed on income tax	38	Child	N	N

RELATIONSHIP	CG	1/1/1901 0:00	Grandchild	05	Grandson or Granddaughter	N	N
RELATIONSHIP	CL	1/1/1901 0:00	Legal Guardian	19	Child	N	N
RELATIONSHIP	SD	1/1/1901 0:00	Special Decision	19	Child	N	N
SMOKER	Y	1/1/1900 0:00	Smoker - Yes	T	Tobacco Use	Y	N
SMOKER	N	1/1/1900 0:00	Smoker - No	U	Unknown	Y	N
TIMEZONE	ADT	1/1/1900 0:00	DST Atlantic Time (Canada)	TD	Atlantic Daylight Time	Y	N
TIMEZONE	WEST	1/1/1900 0:00	West Europe Time, Berlin, Rome, Paris	01	Equivalent to ISO P01	Y	N
TIMEZONE	AKDT	1/1/1900 0:00	DST Alaska Time	AD	Alaska Daylight Time	Y	N
TIMEZONE	AKST	1/1/1900 0:00	Alaska Time	AS	Alaska Standard Time	Y	N
TIMEZONE	ARST	1/1/1900 0:00	Arabian Time, Abu Dhabi, Muscat	04	Equivalent to ISO P04	Y	N
TIMEZONE	AST	1/1/1900 0:00	Atlantic Time (Canada)	TS	Atlantic Standard Time	Y	N
TIMEZONE	AZDT	1/1/1900 0:00	DST Azores	UT	Universal Time	Y	N

			Time, Cape Verde Is.		Coordinate		
TIMEZONE	AZST	1/1/1900 0:00	Azores Time, Cape Verde Is.	24	Equivalent to ISO M01	Y	N
TIMEZONE	BST	1/1/1900 0:00	Bangkok Time, Hanoi, Jakarta	07	Equivalent to ISO P07	Y	N
TIMEZONE	CAST	1/1/1900 0:00	Central Asia Time, Almaty, Dhaka	06	Equivalent to ISO P06	Y	N
TIMEZONE	CAUDT	1/1/1900 0:00	DST Central Australia, Adelaide	10	Equivalent to ISO P10	Y	N
TIMEZONE	CAUST	1/1/1900 0:00	Central Australia, Adelaide	09	Equivalent to ISO P09	Y	N
TIMEZONE	CDT	1/1/1900 0:00	DST Central Time	CD	Central Daylight Time	Y	N
TIMEZONE	CPST	1/1/1900 0:00	Central Pacific, Magadan, Solomon Is.	11	Equivalent to ISO P11	Y	N
TIMEZONE	CST	1/1/1900 0:00	Central Time	CS	Central Standard Time	Y	N

TIMEZONE	DST	1/1/1900 0:00	Dateline Time, Eniwetok, Kwajalein	13	Equivalent to ISO M12	Y	N
TIMEZONE	EDT	1/1/1900 0:00	DST Eastern Time	ED	Eastern Daylight Time	Y	N
TIMEZONE	EKDT	1/1/1900 0:00	DST Ekaterinburg Time	06	Equivalent to ISO P06	Y	N
TIMEZONE	EKST	1/1/1900 0:00	Ekaterinburg Time	05	Equivalent to ISO P05	Y	N
TIMEZONE	EST	1/1/1900 0:00	Eastern Time	ES	Eastern Standard Time	Y	N
TIMEZONE	GFTDT	1/1/1900 0:00	DST GFT Time, Athens, Istanbul, Minsk	03	Equivalent to ISO P03	Y	N
TIMEZONE	GFTST	1/1/1900 0:00	GFT Time, Athens, Istanbul, Minsk	02	Equivalent to ISO P02	Y	N
TIMEZONE	GMDT	1/1/1900 0:00	DST GMT, London, Dublin, Lisbon, Edinburgh	01	Equivalent to ISO P01	Y	N
TIMEZONE	GMT	1/1/1900 0:00	GMT, London, Dublin, Lisbon,	GM	Greenwich Mean Time	Y	N

			Edinburgh				
TIMEZONE	HST	1/1/1900 0:00	Hawaiian Time	HT	Hawaii-Aleutian Time	Y	N
TIMEZONE	IRDT	1/1/1900 0:00	DST Iran Time, Tehran	04	Equivalent to ISO P04	Y	N
TIMEZONE	IRST	1/1/1900 0:00	Iran Time, Tehran	03	Equivalent to ISO P03	Y	N
TIMEZONE	IST	1/1/1900 0:00	India Time, Bombay, Calcutta, New Delhi	05	Equivalent to ISO P05	Y	N
TIMEZONE	MADT	1/1/1900 0:00	DST Mid-Atlantic Time	24	Equivalent to ISO M01	Y	N
TIMEZONE	MAST	1/1/1900 0:00	Mid-Atlantic Time	23	Equivalent to ISO M02	Y	N
TIMEZONE	MDT	1/1/1900 0:00	DST Mountain Time	MD	Mountain Daylight Time	Y	N
TIMEZONE	MST	1/1/1900 0:00	Mountain Time	MS	Mountain Standard Time	Y	N
TIMEZONE	NDT	1/1/1900 0:00	DST Newfoundland Time	ND	Newfoundland Daylight Time	Y	N
TIMEZONE	NST	1/1/1900 0:00	Newfoundland Time	NS	Newfoundland Standard Time	Y	N
TIMEZONE	NZDT	1/1/1900 0:00	DST New	13	Equivalent to ISO M12	Y	N

			Zealand Time, Auckland, Wellington				
TIMEZONE	NZST	1/1/1900 0:00	New Zealand Time, Auckland, Wellington	12	Equivalent to ISO P12	Y	N
TIMEZONE	PDT	1/1/1900 0:00	DST Pacific Time, Tijuana	PD	Pacific Daylight Time	Y	N
TIMEZONE	PST	1/1/1900 0:00	Pacific Time, Tijuana	PS	Pacific Standard Time	Y	N
TIMEZONE	RDT	1/1/1900 0:00	DST Russian Time, Moscow, St. Petersburg, Volgogra	04	Equivalent to ISO P04	Y	N
TIMEZONE	RST	1/1/1900 0:00	Russian Time, Moscow, St. Petersburg, Volgograd	03	Equivalent to ISO P03	Y	N
TIMEZONE	SAEST	1/1/1900 0:00	SA Eastern Time, Buenos	22	Equivalent to ISO M03	Y	N

			Aires, Georgetown				
TIMEZONE	SDT	1/1/1900 0:00	DST Sydney Time, Canberra, Melbourne	11	Equivalent to ISO P11	Y	N
TIMEZONE	SMST	1/1/1900 0:00	Samoa Time, Midway Island	14	Equivalent to ISO M11	Y	N
TIMEZONE	SST	1/1/1900 0:00	Sydney Time, Canberra, Melbourne	10	Equivalent to ISO P10	Y	N
TIMEZONE	TST	1/1/1900 0:00	Tokyo Time	09	Equivalent to ISO P09	Y	N
TIMEZONE	WAUST	1/1/1900 0:00	West Australia Time, Perth	08	Equivalent to ISO P08	Y	N
TIMEZONE	WEDT	1/1/1900 0:00	DST West Europe Time, Berlin, Rome, Paris	02	Equivalent to ISO P02	Y	N
TIMEZONE	AFST	1/1/1900 0:00	Afghanistan Time, Kabul	04	Equivalent to ISO P04	Y	N

	CSA	1/1/1901	Central State Active	CSA Central State Active	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	FIR	1/1/1901	Full Time Irregular Officer Cd	FIR Full Time Irregular Officer Cd	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	FML	1/1/1901	FML Benefits Billing	FML FML Benefits Billing	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	GA1	1/1/1901	Local Gov Active Prem Level 1	GA1 Local Gov Active Prem Level 1	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	GA2	1/1/1901	Local Gov Active Prem Level 2	GA2 Local Gov Active Prem Level 2	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	GA3	1/1/1901	Local Gov Active Prem Level 3	GA3 Local Gov Active Prem Level 3	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	HED	1/1/1901	Higher Educati on	HED Higher Educati on	Edison Benefit Program Code and Description	Y	2000	REF	REF 03

	OLA	1/1/1901	Offline Actives	OLA Offline Actives	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	OLC	1/1/1901	Offline Closed	OLC Offline Closed	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	PAR	1/1/1901	Part Time Non-1450 Hours	PAR Part Time Non-1450 Hours	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	PTN	1/1/1901	Local Educati on 25 Hours	PTN Local Educati on 25 Hours	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	PTP	1/1/1901	Part Time 1450 Hours	PTP Part Time 1450 Hours	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RCS	1/1/1901	Retiree Central State	RCS Retiree Central State	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RG1	1/1/1901	Local Gov Retiree Prem Level 1	RG1 Local Gov Retiree Prem Level 1	Edison Benefit Program Code and Description	Y	2000	REF	REF 03

	RG2	1/1/1901	Local Gov Retiree Prem Level 2	RG2 Local Gov Retiree Prem Level 2	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RG3	1/1/1901	Local Gov Retiree Prem Level 3	RG3 Local Gov Retiree Prem Level 3	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RGF	1/1/1901	Retiree Grandfa thered	RGF Retiree Grandfa thered	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RSS	1/1/1901	Loc Ed Retiree Support Staff	RSS Loc Ed Retiree Support Staff	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RTE	1/1/1901	Loc Ed Retiree Teacher	RTE Loc Ed Retiree Teacher	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	SUR	1/2/1901	Survivor Benefit Progra m	SUR Survivor Benefit Progra m	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	TEA	1/1/1901	Local Educati on	TEA Local Educati on	Edison Benefit Program Code and Description	Y	2000	REF	REF 03

	WCP	1/1/1901	Worker's Compensation	WCP Worker's Compensation	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	Y	1/1/1901	Payment Indicator	Y	Payment Indicator	Y	2300	HD	HD1 1
	N	1/1/1901	Payment Indicator	N	Payment Indicator	Y	2300	HD	HD1 1
	Range 01000 thru 99929	1/1/1901	Budget Code	Range 01000 thru 99929	Budget Code	Y	2000	REF	REF 04

ATTACHMENT F
PDO CERTIFICATE OF COVERAGE

Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228
Phone (800) 223-3104 Fax (615) 244-8108
www.DeltaDentalTN.com

Certificate of Insurance
Delta Dental PPO Plan

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DECLARATIONS

GROUP NAME **State of Tennessee** GROUP NUMBER **1800**

ORIGINAL ISSUE **January 01, 2011** EFFECTIVE **January 1, 2011**

	Delta Dental PPO (In Network) Benefits		Out of Network Benefits	
Annual Deductible—Applies to Schedule B and C				
Amount per Person per calendar year	**None**		**$100**	
Maximum per Family per calendar year	**None**		**$300**	
Benefit Percentages				
Schedule A – Diagnostic and Preventive Benefits	**100%**		**80%**	
Schedule B – Basic Benefits	**80%**	**of MPA***	**60%**	**of MPA***
Schedule C – Major Benefits (waiting periods apply)	**50%**		**50%**	
Schedule D – Orthodontic Benefits (waiting periods apply)	**50%**		**50%**	
Annual Maximum for Schedule A, B and C Dental Services				
Amount per Person per calendar year		**$1,500**		
Lifetime Maximum for Schedule D Dental Services				
Lifetime amount per dependent child to age 19		**$1,250**		
Benefit Waiting Periods				
• Inlay/Onlay Restorations, Crowns, Complete or Partial Dentures, the addition of teeth to existing Partial Dentures, Fixed Partial Dentures, Implants and Orthodontics		**12 Months**		

SPECIAL ENROLLMENT NOTATIONS: Eligibility requirements are established by the State of Tennessee. Dependent coverage is available under this plan.

***Maximum Plan Allowance (MPA)**—You are not responsible for charges exceeding the MPA if you go to a participating Delta Dental PPO dentist. You are responsible for charges exceeding the MPA if you go to a non-participating Delta Dental PPO dentist. The MPA charges are based on fees charged in your geographic area.

I. Eligibility and Enrollment of Subscribers and Dependents

Subscribers who have enrolled in this dental plan through their employer or other group sponsoring this plan may also enroll their dependents.

Dependents are defined in Section 1.13 of the Plan Documents for medical and behavioral health benefits as modified by the interim final rule on dependent coverage at 75 Fed. Reg. 27122-40 (May 13, 2010). Dependents include a lawful husband or wife or child(ren) from birth to their 26th birthday. Child includes a natural or adopted child, regardless of where they live; stepchildren, if the subscriber or his/her spouse has legal or joint custody or shared parenting; and children for whom you are the legal guardian. Additionally, incapacitated children (mentally or physically disabled and incapable of earning a living) may continue coverage beyond age 26 as long as the incapacity existed before their 26th birthday and they were already insured under the state's insurance program. For purposes of this certificate of coverage, this same definition applies to dental benefits.

Dependents in military service are not eligible.

Dependents must enroll along with the subscriber or as soon as they become eligible dependents. If dependents do not enroll at this time, they must wait until the annual transfer period to enroll. Dependents may not be enrolled without the enrollment of the subscriber, but the subscriber may drop dependent coverage and maintain his/her coverage.

Any eligible subscriber or dependent who elects to drop his/her dental coverage must remain out of the state dental plans for 12 consecutive months from the date of the dental termination. Once the eligible subscriber or dependent has been out of the dental plan for the required 12 consecutive months, he/she will be allowed to apply for coverage during the next annual transfer period with an effective date of the following January 1st.

Coverage for any subscriber or dependent terminates when he/she is no longer eligible for benefits as a member of the group. Specific state and federal laws or group policies may allow an extension of membership for a limited time. You should speak to a benefits coordinator to see if an extension is available and for how long the benefits could be extended.

Delta Dental of Tennessee (DDTN) will not pay for any services received by a patient who is not eligible at the time of treatment. Coverage for subscribers and dependents is only effective after DDTN receives the premium for the period to be covered. If DDTN does not receive the premium when it is due, we may stop paying claims until payment is received. If premiums have not been received within 30 days after the due date, DDTN may cancel the contract with the group. DDTN does not bill individuals for premiums.

II. Choosing a Dentist

DDTN does not directly provide dental services and therefore is not liable for a dentist's refusal to provide services. It has contracted with "Participating Dentists". These dentists are independent contractors who have agreed to accept certain fees for the service they provide to you. Dentists that have not contracted with Delta Dental are referred to as "Non-Participating Dentists". The fact that a dentist has or has not chosen to participate with DDTN should not be viewed as a statement about their qualifications.

Although you are free to choose any dentist, your out of pocket expenses may be less if you choose a participating Delta Dental PPO dentist. To receive the maximum (In Network) benefits, you must visit a Delta Dental PPO Provider. If you visit a "Non-Participating" provider you will receive the Out of Network benefits described in the Declarations page of this certificate. Therefore, you should always ask your dentist if he or

she is a participating Delta Dental PPO dentist or verify with DDTN that your dentist is a participating Delta Dental PPO dentist before receiving any dental services. For a list of participating Delta Dental PPO Providers in your area call DDTN or visit www.DeltaDentalTN.com.

Delta Dental "Safety Net"—If you visit a dentist who is not a Delta Dental PPO Provider but is a *Delta Dental Premier* Provider, the amount you may be balance billed is limited. *Delta Dental Premier* Providers are allowed to charge more than a Delta Dental PPO Provider, but cannot bill you for any charges over the *Premier* maximum plan allowance. This may be an additional savings to you or your family members. To find out if your dentist is a *Delta Dental Premier* Provider, visit our website at www.DeltaDentalTN.com or call your dentist's office.

DDTN is not responsible for any injuries or damages suffered due to the actions of any dentist. DDTN shares in the public concern over the spread of infectious disease, but it cannot require a dentist to be tested for them. Information about the need for clinical precautions as recommended by recognized health authorities is provided to dentists. If you have questions about your dentist's health status or use of recommended clinical precautions, you should discuss them with your dentist.

III. General Provisions

A. Participating dentists will file your claim with DDTN. If you need a claim form for services provided by a non-participating dentist you may contact DDTN which will provide you with a claim form, or you can print a claim form from our website at www.DeltaDentalTN.com . To be considered for benefits, a claim must be filed within 15 months of the date of service.

B. If you require emergency dental care, you may seek services from any dentist. Your out of pocket expenses may be less if you choose a participating Delta Dental PPO dentist.

C. You may get an estimate of the cost of certain dental procedures before they are done. This estimate is referred to as a predetermination. You may have your dentist send DDTN a claim form detailing the projected treatment and DDTN will give an estimate of the benefits to be paid. A predetermination is not a guarantee of payment. Actual benefit payments will be based upon procedures completed and will be subject to continued eligibility along with plan limitations and maximums.

D. If you or your covered dependents receive an injury requiring dental treatment because of the action or fault of another person, and if DDTN is unaware of other coverage, DDTN may pay benefits but would assume the subscriber's or covered dependent's rights to recover from the other person. The subscriber and covered dependent would be required to help DDTN in making such a recovery. This dental plan does not replace any workers' compensation coverage.

E. If a subscriber or covered dependent has two dental coverages, DDTN will coordinate benefits with the other coverage. The following rules will be used to determine which coverage should be primary.
   1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
   2. Where the patient is a dependent child, primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.
   3. If there is a court decree stating that one parent has financial responsibility for a child's dental care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.

F. After a claim is processed, an Explanation of Benefits (EOB) will be sent to the subscriber. If any payment for services was denied, the EOB will give the reason why. If the subscriber disagrees with the denial he or she must submit a request in writing asking that the claim be reviewed. Such request should include the reason why the subscriber believes the claim was wrongly denied. The request must be

received by DDTN within 180 days of the subscriber's receipt of the EOB. DDTN will make a review and may ask for more documents if needed. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for review.

If the subscriber does not agree with the first level review decision, he or she may refer the request for review to the Professional Relations Advisory Committee of DDTN. This second level review request must be in writing and received by DDTN within a reasonable time after the subscriber receives the first level review decision. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for second level review.

If the subscriber does not agree with the second level review decision, he or she may file civil action in court.

IV. Benefits

Not every dental procedure is a benefit of your dental plan nor are they paid at the same level of co-payment. The Schedule of Benefits in this certificate reflects the procedures that DDTN will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described on the Declarations page.

In addition to the limitations and exclusions shown in the Schedule of Benefits section, DDTN does not pay for the following:

General Limitations and Exclusions

A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
C. Cosmetic surgery or procedures for purely cosmetic reasons.
D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.
E. Treatment to restore tooth structure lost from wear.
F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.
G. Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
H. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.
I. Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.
J. Services by a dentist beyond the scope of his or her license.
K. Dental services for which the patient incurs no charge.
L. Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.
M. DDTN will apply the limitations and exclusions of this benefit plan based upon the member's complete and prior history as reflected in DDTN's records.
N. Athletic mouthguards or the replacement of lost or stolen appliances.
O. DDTN will not pay benefits for the replacement of natural teeth missing on the date the member's coverage begins.

In the event a member transfers from one dentist to another during the course of treatment, payment by DDTN will be limited to the amount that would have been paid had only one dentist rendered the service.

V. Optional Services

In cases where alternate or optional methods of treatment exist, DDTN will pay for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the dentist's treatment plan or to recommend which treatment should be provided. It is a determination of benefits under the terms of the subscriber's coverage. The dentist and subscriber or dependent should decide the course of treatment. If the treatment rendered is other than the covered benefit, the difference between DDTN's allowance and the dentist's fee, up to the approved amount, for the actual treatment rendered is due from the subscriber. For example, if your benefit plan allows for amalgams only even though a metal or porcelain inlay is suggested by your dentist, DDTN will pay for only the cost of the amalgam.

VI. Schedule of Benefits

In addition to the limitations and exclusions listed in the Schedule of Benefits, the **General Limitations and Exclusions** found in Section IV of this certificate also apply.

A. Diagnostic and Preventive Benefits

a) Diagnostic: Oral examination and bitewing x-rays to aid the dentist in planning required dental treatment. Brush biopsy cancer screenings to evaluate questionable lesions or spots.
b) Preventive: Prophylaxis (cleaning), topical application of fluoride, harmful habit devices, sealants and space maintainers.

Limitations and Exclusions On Diagnostic And Preventive Benefits

a) Two oral exams and cleanings in any calendar year. This frequency limitation is combined with periodontal maintenance procedures.
b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible members include diabetics and pregnant women with periodontal disease, those with renal failure, those with suppressed immune systems such as those undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients or those at high risk for infective endocarditis.
c) One set of bite-wing x-rays every 2 years for adults, every 18 months for members age 12 to 18, and every calendar year for members less than age 12. Members with certain high risk health conditions may receive one set of bite-wing x-rays in a calendar year.
d) Topical application of fluoride for members up to 14 years of age. However, topical application fluoride for Members 55 years and older following periodontal surgery shall be a covered benefit.
e) Adult prophylaxis for members under 14 years of age are not allowed.
f) Space maintainers are allowed for children under age 14.
g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on members under 17 years of age. Only one benefit will be allowed for each tooth within a lifetime.
h) Harmful habit devices are allowed once per lifetime for children under age 16.

B. Basic Benefits

a) Basic Restorations: Amalgams (silver fillings) and composite (white fillings) restorations for the treatment of decay.
b) Oral Surgery: Simple extractions, surgical incision, and removal of exposed roots.
c) Diagnostic Radiographs
d) Other Basic Services including Bacteriologic Studies, Palliative Treatment, Therapeutic Drug Injection, Histopathic Examinations.

Limitations and Exclusions On Basic Benefits

a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.
b) Gold foil restorations are an Optional Service.
c) Although composites (white fillings) on the facial (outside) surfaces of the bicuspid teeth are an allowable benefit, composites used in molars or on the chewing surfaces of bicuspid teeth are considered Optional Services.

d) Complete Series or Panoramic x-rays are limited to once in any 5 year period. Panoramic x-rays may also be payable in connection with the removal of impacted teeth. Only one complete series shall be allowed for children under age 10.
e) No more than 4 Periapical x-rays are allowed in any calendar year; no more than 2 Occlusal Films are allowed in any calendar year; no more than 2 Extraoral Films are allowed in any calendar year.

C. Major Benefits

a) Complex Oral Surgery: Extractions and other surgical procedures (including pre- and post operative care).
b) Endodontia: Treatment of the dental pulp (root canal procedures).
c) Periodontia: Treatment of the gums and bones that surround the tooth including Periodontal Maintenance procedures.
d) Cast Restorations: Crowns and metal inlays and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.
e) Stainless steel or resin crowns.
f) Prosthodonics: Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.
g) Complete or Partial Denture Reline: Chair side or laboratory procedure to improve the fit of the appliance to the tissue (gums).
h) Complete or Partial Denture Rebase: Laboratory replacement of the acrylic base of the appliance.
i) Denture Repairs: Services to repair complete or partial dentures.
j) General Anesthesia & I.V. Sedation: Only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions.
k) Implants: The surgical placement of an endosteal (in the bone) implant and the connecting abutment are covered benefits.

Limitations and Exclusions On Major Benefits

a) Payment for root canal treatment includes charges for x-rays and temporary restorations. Root canal treatment is limited to once in a 24 month period by the same dentist or dental office.
b) Payment for periodontal surgery shall include charges for three months post operative care and any surgical re-entry for a three year period. Root planing, curettage and osseous surgery are not a benefit for members under 14 years of age.
c) Periodontal Splinting is not a covered benefit.
d) Scaling and Root Planing is allowed once per quadrant in any 36 month period.
e) Occlusal adjustment is allowed once in any 12 month period only when performed with periodontal surgery.
f) Periodontal Maintenance is allowed twice per calendar year. This frequency limitation is combined with cleanings.
g) Replacement of crowns or cast restorations received in the previous seven years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.
h) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.
i) Procedures for purely cosmetic reasons are not benefits.
j) Porcelain, gold or veneer crowns for children under 16 years of age are not a benefit. Benefits are limited to prefabricated stainless or resin crowns.
k) The replacement of a stainless steel crown on a primary tooth by the same dentist or dental office within a 3 year period of the initial placement is not a benefit. The replacement of a stainless steel crown on a permanent tooth by the same dentist or dental office within a seven year period of the initial placement is not a benefit.
l) Replacement of any fixed bridges or partial or complete dentures that the member received in the previous seven years is not a benefit.
m) Payment for a complete or partial denture shall include charges for any necessary adjustment within

a 12 month period. Payment for a rebase of a partial or complete denture is limited to once in a three year period and includes all adjustments required for 12 months after delivery. Payment for a reline procedure is only a benefit if more than 12 months have passed since the initial insertion.

n) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.
o) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit.
p) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.
q) Temporary partial dentures are a benefit only when upper anterior teeth are missing.
r) Implants are a benefit for members 16 years of age and older.
s) Replacement of implants or abutments received in the previous seven years is not a benefit.
t) The removal of an implant is allowed once per lifetime.
u) Specialized implant techniques are not benefits (ie. bone grafts, guided tissue regeneration, precision attachments, etc.).
v) Implant maintenance procedures are allowed once in a 12 month period.

D. Orthodontic Benefits

As shown on the Declarations page, DDTN will pay benefits for procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.

Limitations and Exclusions On Orthodontic Benefits

a) Orthodontic benefits are limited to members shown on the Declarations page.
b) DDTN shall make regular payments for orthodontic benefits.
c) If orthodontic treatment began prior to enrolling in this plan, DDTN will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible. Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.
d) Benefits are not paid to repair or replace any orthodontic appliance received.
e) Orthodontic benefits are not paid for extractions or other surgical procedures. However, these additional services may be covered under Diagnostic and Preventive or Basic Benefits.

II. Orthodontic Payment Method

a) The initial payment (initial banding fee) made by DDTN for comprehensive treatment will be 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.
b) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will begin in the month following the appliance placement date and are subject to your copayment percentage and lifetime maximum.

PDO Guaranteed Maximum Allowable Charges (MAC)

			2011			2012		
Code	Procedure Description	Frequency	Proposed MAC for Generalist services	Proposed MAC for Specialist services	Specialist Weighted multiplier	Proposed MAC for Generalist services	Proposed MAC for Specialist services	Specialist Weighted multiplier
120	PERIODIC ORAL EVALUATION	58,709	$25.00	$36.00	0.05	$26.00	$37.00	0.05
140	LIMITED ORAL EVALUATION-PROBLEM FOCUSED	6,107	$30.00	$78.00	0.15	$31.00	$79.00	0.15
145	ORAL EVALUATION-PATIENT < 3 YRS, COUNSELING PRIMARY CAREGIVER	21	$30.00	$78.00	0.30	$31.00	$79.00	0.30
150	COMPREHENSIVE ORAL EVALUATION - NEW OR ESTABLISHED PATIENT	9,855	$38.00	$78.00	0.05	$39.00	$79.00	0.05
160	DETAILED AND EXTENSIVE ORAL EVALUATION-PROBLEM-FOCUSED	160	$38.00	$78.00	0.50	$39.00	$79.00	0.50
170	RE-EVALUATION-LIMITED, PROBLEM FOCUSED	33	$25.00	$36.00	0.40	$26.00	$37.00	0.40
180	COMPREHENSIVE PERIODONTAL EVALUATION-NEW OR ESTABLISHED PATIENT	350	$38.00	$78.00	0.90	$39.00	$79.00	0.90
210	INTRAORAL-COMPLETE SERIES INCLUDING BITEWINGS	5,925	$93.00	$94.00	0.07	$95.00	$95.00	0.07
220	INTRAORAL-PERIAPICAL-FIRST FILM	13,311	$16.00	$16.00	0.07	$16.00	$16.00	0.07
230	INTRAORAL-PERIAPICAL-EACH ADDITIONAL FILM	3,631	$13.00	$13.00	0.05	$13.00	$13.00	0.05
240	INTRAORAL-OCCLUSAL FILM	128	$21.00	$21.00	0.15	$21.00	$21.00	0.15
250	EXTRAORAL-FIRST FILM	5	$30.00	$30.00	0.85	$31.00	$31.00	0.85
260	EXTRAORAL - EACH ADDITIONAL FILM	2	$30.00	$30.00	0.85	$31.00	$31.00	0.85
270	BITEWINGS-SINGLE FILM	231	$17.00	$17.00	0.05	$17.00	$17.00	0.05
272	BITEWINGS-TWO FILMS	18,090	$26.00	$26.00	0.05	$27.00	$27.00	0.05
274	BITEWINGS-FOUR FILMS	12,362	$37.00	$38.00	0.05	$38.00	$39.00	0.05
277	VERTICAL BITEWINGS-7 TO 8 FILMS	41	$50.00	$51.00	0.50	$51.00	$52.00	0.50
290	POSTERIOR-ANTERIOR OR LATERAL SKULL AND FACIAL BONE SURVEY FILM	4	$61.00	$62.00	0.90	$62.00	$63.00	0.90
321	TEMPOROMANDIBULAR JOINT-FILMS (SERIES)	12	$200.00	$203.00	0.80	$204.00	$206.00	0.80
322	TOMOGRAPHIC SURVEY	1	$600.00	$609.00	0.90	$612.00	$618.00	0.90
330	PANORAMIC FILM	4,717	$67.00	$68.00	0.15	$68.00	$69.00	0.15
340	CEPHALOMETRIC FILM	229	$68.00	$69.00	0.85	$69.00	$70.00	0.85
350	ORAL/FACIAL PHOTOGRAPHIC IMAGES	291	$75.00	$76.00	0.05	$77.00	$77.00	0.05

360	CONE BEAM CT-CRANIOFACIAL DATA CAPTURE	16	$569.00	$578.00	0.90	$580.00	$587.00	0.50
363	CONE BEAM-THREE DIMENSIONAL IMAGE RECONSTRUCTION USING EXISTING DATA	17	$366.00	$371.00	0.90	$373.00	$377.00	0.90
415	COLLECTION OF MICROORGANISMS FOR CULTURE AND SENSITIVITY	21	$175.00	$178.00	0.90	$179.00	$181.00	0.90
417	COLLECTION OF SALIVA FOR LABORATORY DIAGNOSTIC	1	$175.00	$178.00	0.90	$179.00	$181.00	0.90
418	SALIVA ANALYSIS	2	$175.00	$178.00	0.90	$179.00	$181.00	0.90
421	GENETIC TEST FOR SUSCEPTIBILITY TO ORAL DISEASES	1	$175.00	$178.00	0.50	$179.00	$181.00	0.50
425	CARIES SUSCEPTIBILITY TESTS	3	$0.00	$0.00	0.80	$0.00	$0.00	0.50
431	ADJUNCTIVE DIAGNOSTIC TEST THAT AIDS IN DETECTION OF MUCOSAL ABNORMALITIES	476	$0.00	$0.00	0.90	$0.00	$0.00	0.90
460	PULP VITALITY TESTS	244	$23.00	$23.00	0.05	$23.00	$23.00	0.05
470	DIAGNOSTIC CASTS	282	$52.00	$53.00	0.50	$53.00	$54.00	0.50
473	ACCESSION OF TISSUE, EXAM, REPORT PREPARATION	4	$0.00	$0.00	0.80	$0.00	$0.00	0.80
480	ACCESSION OF EXFOLIATIVE, CYTOLOGIC SMEARS, EXAM, REPORT PREPARATION	2	$0.00	$0.00	0.50	$0.00	$0.00	0.50
999	UNSPECIFIED DIAGNOSTIC PROCEDURE	1	$0.00	$0.00	0.50	$0.00	$0.00	0.50
1110	PROPHYLAXIS-ADULT	53,229	$53.00	$54.00	0.07	$54.00	$55.00	0.07
1120	PROPHYLAXIS-CHILD	14,919	$40.00	$41.00	0.05	$41.00	$42.00	0.05
1203	TOPICAL APPLIC FLUORIDE PXS NOT INCL-CHILD	11,830	$18.00	$18.00	0.05	$18.00	$18.00	0.05
1204	TOPICAL APPLIC FLUORIDE PXS NOT INCL-ADULT	3,709	$18.00	$18.00	0.05	$18.00	$18.00	0.05
1206	TOPICAL FLUORIDE VARNISH-THERAPEUTIC APPLICATION FOR MODERATE TO HIGH RISK PATIENT	899	$18.00	$18.00	0.10	$18.00	$18.00	0.10
1330	ORAL HYGIENE INSTRUCTIONS	11	$50.00	$51.00	0.05	$51.00	$52.00	0.05
1351	SEALANT-PER TOOTH	4,512	$30.00	$30.00	0.07	$31.00	$31.00	0.07
1510	SPACE MAINTAINER-FIXED-UNILATERAL	78	$210.00	$213.00	0.50	$214.00	$216.00	0.50
1515	SPACE MAINTAINER-FIXED, BILATERAL	52	$275.00	$279.00	0.50	$281.00	$283.00	0.50
1520	SPACE MAINTAINER-REMOVABLE-UNILATERAL	2	$235.00	$239.00	0.50	$240.00	$243.00	0.50
1525	SPACE MAINTAINER-REMOVABLE-BILATERAL	1	$265.00	$269.00	0.50	$270.00	$273.00	0.50
1550	RECEMENTATION OF SPACE MAINTAINER	11	$40.00	$41.00	0.15	$41.00	$42.00	0.15
1555	REMOVAL OF FIXED SPACE MAINTAINER	4	$38.00	$39.00	0.2	$39.00	$40.00	0.2
2140	AMALGAM- ONE SURFACE, PRIMARY OR PERMANENT	10,289	$66.00	$67.00	0.05	$67.00	$68.00	0.05
2150	AMALGAM-TWO SURFACES, PRIMARY OR PERMANENT	9,785	$80.00	$81.00	0.05	$82.00	$82.00	0.05
2160	AMALGAM-THREE SURFACES, PRIMARY OR PERMANENT	2,539	$92.00	$93.00	0.05	$94.00	$94.00	0.05
2161	AMALGAM-FOUR OR MORE SURFACES, PRIMARY OR PERMANENT	418	$110.00	$112.00	0.05	$112.00	$114.00	0.05
2330	RESIN-ONE SURFACE, ANTERIOR	3,027	$78.00	$79.00	0.05	$80.00	$80.00	0.05
2331	RESIN-TWO SURFACES, ANTERIOR	1,887	$94.00	$95.00	0.05	$96.00	$96.00	0.05

2332	RESIN-THREE SURFACES, ANTERIOR	1,010	$112.00	$114.00	0.05	$114.00	$116.00	0.05
2335	RESIN-FOUR+ SURF OR INVL INCISAL ANGLE B38(ANTERIOR)	974	$145.00	$147.00	0.05	$148.00	$149.00	0.05
2390	RESIN BASED COMPOSITE CROWN-ANTERIOR	31	$170.00	$173.00	0.05	$173.00	$176.00	0.05
2391	RESIN-BASED COMPOSITE-ONE SURFACE, POSTERIOR	1,297	$111.00	$113.00	0.05	$113.00	$115.00	0.05
2392	RESIN-BASED COMPOSITE-TWO SURFACE, POSTERIOR	283	$141.00	$143.00	0.05	$144.00	$145.00	0.05
2393	RESIN-BASED COMPOSITE-THREE SURFACE, POSTERIOR	234	$163.00	$165.00	0.05	$166.00	$167.00	0.05
2394	RESIN-BASED COMPOSITE-FOUR OR MORE SURFACE, POSTERIOR	75	$182.00	$185.00	0.05	$186.00	$188.00	0.05
2542	ONLAY-METALLIC-TWO SURFACES	5	$690.00	$700.00	0.05	$704.00	$711.00	0.05
2543	ONLAY-METALLIC-THREE SURFACES	27	$745.00	$756.00	0.05	$760.00	$767.00	0.05
2544	ONLAY-METALLIC-FOUR OR MORE SURFACES	46	$745.00	$756.00	0.20	$760.00	$767.00	0.20
2642	ONLAY-PORCELAIN/CERAMIC-TWO OR MORE SURFACE	8	$655.00	$665.00	0.20	$668.00	$675.00	0.20
2643	ONLAY-PORCELAIN/CERAMIC-THREE OR MORE SURFACE	8	$700.00	$711.00	0.20	$714.00	$722.00	0.20
2644	ONLAY-PORCELAIN/CERAMIC-FOUR OR MORE SURFACE	11	$700.00	$711.00	0.20	$714.00	$722.00	0.20
2651	INLAY-RESIN-BASED COMPOSITE-TWO SURFACES	1	$565.00	$573.00	0.20	$576.00	$582.00	0.20
2710	CROWN-RESIN-BASED COMPOSITE-INDIRECT	2	$815.00	$827.00	0.20	$831.00	$839.00	0.20
2740	CROWN-PORCELAIN/CERAMIC SUBSTRATE	134	$815.00	$827.00	0.05	$831.00	$839.00	0.05
2750	CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL	4,547	$720.00	$731.00	0.05	$734.00	$742.00	0.05
2751	CROWN-PORC FUSED TO PREDOMINANTLY BASE METAL	950	$670.00	$680.00	0.05	$683.00	$690.00	0.05
2752	CROWN-PORCELAIN FUSED TO NOBLE METAL	1,317	$720.00	$731.00	0.05	$734.00	$742.00	0.05
2780	CROWN-3/4 CAST HIGH NOBLE METAL	9	$685.00	$695.00	0.20	$699.00	$705.00	0.20
2782	CROWN-3/4 CAST NOBLE METAL	29	$685.00	$695.00	0.20	$699.00	$705.00	0.20
2783	CROWN-3/4 PORCELAIN/CERAMIC	3	$815.00	$827.00	0.20	$831.00	$839.00	0.20
2790	CROWN-FULL CAST HIGH NOBLE METAL	300	$770.00	$782.00	0.05	$785.00	$794.00	0.05
2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	37	$660.00	$670.00	0.05	$673.00	$680.00	0.05
2792	CROWN-FULL CAST NOBLE METAL	83	$770.00	$782.00	0.05	$785.00	$794.00	0.05
2799	PROVISIONAL CROWN	20	$170.00	$173.00	0.05	$173.00	$176.00	0.05
2910	RECEMENT INLAY	13	$52.00	$53.00	0.05	$53.00	$54.00	0.05
2915	RECEMENT CAST OR PREFAB POST OR CORE	4	$52.00	$53.00	0.20	$53.00	$54.00	0.20
2920	RECEMENT CROWN	904	$52.00	$53.00	0.05	$53.00	$54.00	0.05
2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY	831	$142.00	$144.00	0.50	$145.00	$146.00	0.50
2931	PREFABRICATED STAINLESS STEEL CROWN-PERMANENT	123	$176.00	$179.00	0.30	$180.00	$182.00	0.30
2933	STAINLESS STEEL-RESIN WINDOW	46	$201.00	$204.00	0.30	$205.00	$207.00	0.30
2940	SEDATIVE FILLING	11	$51.00	$52.00	0.05	$52.00	$53.00	0.05
2950	CORE BUILD-UP, INCLUDING ANY PINS	2,669	$120.00	$122.00	0.05	$122.00	$124.00	0.05
2951	PIN RETENTION/TOOTH, IN ADDITION TO RESTORATION	35	$35.00	$36.00	0.05	$36.00	$37.00	0.05

2952	CAST POST AND CORE IN ADDITION TO CROWN	100	$182.00	$185.00	0.05	$186.00	$188.00	0.05
2954	PREFABRICATED POST AND CORE IN ADDITION TO CROWN	467	$171.00	$174.00	0.05	$174.00	$177.00	0.05
2955	POST REMOVAL	3	$135.00	$137.00	0.70	$138.00	$139.00	0.70
2960	LABIAL VENEER (LAMINATE)-CHAIRSIDE	5	$320.00	$325.00	0.05	$326.00	$330.00	0.05
2962	LABIAL VENEER (PORCELAIN LAMINATE)-LABORATORY	11	$1,400.00	$1,421.00	0.05	$1,428.00	$1,442.00	0.05
2971	ADDITIONAL PROCEDURES TO CONSTRUCT NEW CROWN UNDER EXISTING PARTIAL	17	$275.00	$279.00	0.50	$281.00	$283.00	0.50
2980	CROWN REPAIR	32	$500.00	$508.00	0.30	$510.00	$516.00	0.30
2999	UNSPECIFIED RESTORATIVE PROCEDURE	10	$0.00	$0.00	0.30	$0.00	$0.00	0.30
3110	PULP CAP-DIRECT (EXCLUDING FINAL RESTORATION)	6	$36.00	$37.00	0.05	$37.00	$38.00	0.05
3120	PULP CAP-INDIRECT (EXCLUDING FINAL RESTORATION)	15	$33.00	$33.00	0.05	$34.00	$33.00	0.05
3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL REST)	577	$95.00	$96.00	0.15	$97.00	$97.00	0.15
3221	GROSS PULPAL DEBRIDEMENT, PRIMARY AND PERMANENT TEETH	91	$114.00	$116.00	0.20	$116.00	$118.00	0.20
3230	PULPAL THERAPY (RESORBABLE FILLING) - ANTERIOR, PRIMARY TOOTH (EXCLUDES FINAL)	27	$95.00	$96.00	0.20	$97.00	$97.00	0.20
3240	PULPAL THERAPY (RESORBABLE FILLING) - POSTERIOR, PRIMARY TOOTH (EXCLUDES FINAL)	44	$95.00	$96.00	0.20	$97.00	$97.00	0.20
3310	ROOT CANAL-ANTERIOR(EXCLUDING FINAL RESTORATION)	409	$456.00	$463.00	0.07	$465.00	$470.00	0.07
3320	ROOT CANAL-BICUSPID(EXCLUDING FINAL RESTORATION)	725	$514.00	$522.00	0.15	$524.00	$530.00	0.15
3330	ROOT CANAL-MOLAR (EXCLUDING FINAL RESTORATION)	1,437	$634.00	$644.00	0.15	$647.00	$654.00	0.15
3332	INCOMPLETE ENDODONTIC THERAPY, INOPERABLE OR FRACTURED TOOTH	25	$200.00	$203.00	0.50	$204.00	$206.00	0.50
3333	INTERNAL ROOT REPAIR OF PERFORATION DEFECTS	1	$350.00	$355.00	0.30	$357.00	$360.00	0.30
3346	RETREATMENT OF PREVIOUS ROOT CANAL THERAPY - ANTERIOR	17	$530.00	$1,106.00	0.30	$541.00	$1,123.00	0.30
3347	RETREATMENT OF PREVIOUS ROOT CANAL THERAPY - BICUSPID	34	$560.00	$1,214.00	0.30	$571.00	$1,232.00	0.30
3348	RETREATMENT OF PREVIOUS ROOT CANAL THERAPY - MOLAR	86	$700.00	$1,365.00	0.30	$714.00	$1,385.00	0.30
3352	APEXIFICAT/RECALCIFICAT-INTERIM	3	$96.00	$97.00	0.30	$98.00	$98.00	0.30
3410	APICOECTOMY/PERIRADICULAR SURGERY- ANTERIOR	16	$405.00	$802.00	0.85	$413.00	$814.00	0.85
3421	APICOECTOMY / PERIRADICULAR SURGERY - BICUSPID (FIRST ROOT)	14	$550.00	$837.00	0.30	$561.00	$850.00	0.30
3425	APICOECTOMY / PERIRADICULAR SURGERY - MOLAR (FIRST ROOT)	12	$550.00	$1,066.00	0.30	$561.00	$1,082.00	0.30
3426	APICOECTOMY/PERIRADICULAR SURGERY- ADDITIONAL ROOT	3	$100.00	$351.00	0.30	$102.00	$356.00	0.30

3430	RETROGRADE FILLING (PER ROOT)	30	$135.00	$279.00	0.30	$138.00	$283.00	0.30
3450	ROOT AMPUTATION - PER ROOT	4	$225.00	$584.00	0.30	$230.00	$593.00	0.30
3470	INTENTIONAL REIMPLANTATION	1	$800.00	$812.00	0.30	$816.00	$824.00	0.30
3920	HEMISECTION NOT INCL RC THERAPY	1	$225.00	$458.00	0.30	$230.00	$465.00	0.30
4210	GINGIVECTOMY OR GINGIVOPLASTY-PER QUADRANT	27	$260.00	$264.00	0.07	$265.00	$268.00	0.07
4211	GINGIVECTOMY OR GINGIVOPLASTY-PER TOOTH	52	$160.00	$162.00	0.07	$163.00	$164.00	0.07
4240	GINGIVAL FLAP PROCEDURE INCLUDING ROOT PLANING per quadrant	6	$375.00	$381.00	0.07	$383.00	$387.00	0.07
4241	GINGIVAL FLAP PROCEDURE INCLUDING ROOT PLANING per tooth	12	$225.00	$228.00	0.07	$230.00	$231.00	0.07
4249	CROWN LENGTHENING, HARD AND SOFT TISSUE	51	$330.00	$335.00	0.20	$337.00	$340.00	0.20
4260	OSSEOUS SURGERY INC FLAP ENTRY/CLOSURE/QUAD 4 OR MORE CONTIGUOUS TEETH+B99	109	$675.00	$1,024.00	0.73	$689.00	$1,039.00	0.73
4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE), 1 TO 3 TEETH PER QUAD	115	$405.00	$827.00	0.30	$413.00	$839.00	0.30
4263	BONE REPLACEMENT GRAFT - FIRST SITE IN QUADRANT	93	$315.00	$508.00	0.30	$321.00	$516.00	0.30
4264	QUAD	6	$250.00	$374.00	0.30	$255.00	$380.00	0.30
4265	BIOLOGIC MATERIAL TO AID IN SOFT AND OSSEOUS TISSUE REGENERATION	21	$375.00	$381.00	0.30	$383.00	$387.00	0.30
4266	GUIDED TISSUE REGENERATION - RESORBABLE BARRIER, PER SITE, PER TOOTH	44	$400.00	$487.00	0.30	$408.00	$494.00	0.30
4270	PEDICLE SOFT TISSUE GRAFT PROC	3	$475.00	$812.00	0.30	$485.00	$824.00	0.30
4271	FREE SOFT TISS GRAFT PROC(INCL DONOR SITE SURG)	44	$650.00	$911.00	0.85	$663.00	$925.00	0.85
4273	SUBEPITHELIAL CONNECTIVE TISSUE GRAFT	75	$750.00	$1,000.00	0.50	$765.00	$1,015.00	0.50
4274	DISTAL OR PROXIMAL WEDGE PROCEDURE	4	$200.00	$513.00	0.50	$204.00	$521.00	0.50
4275	SOFT TISSUE ALLOGRAFT	12	$750.00	$1,030.00	0.50	$765.00	$1,045.00	0.50
4276	COMBINED CONNECTIVE TISSUE AND DOUBLE PEDICLE GRAFT, PER TOOTH	1	$610.00	$1,030.00	0.50	$622.00	$1,045.00	0.50
4320	PROVISIONAL SPLINTING-INTRACORONAL	9	$450.00	$457.00	0.50	$459.00	$464.00	0.50
4321	PROVISIONAL SPLINTING - EXTRACORONAL	13	$450.00	$457.00	0.50	$459.00	$464.00	0.50
4341	PERIO SCALING AND ROOT PLANING-PER QUADRANT	2,167	$136.00	$138.00	0.07	$139.00	$140.00	0.07
4342	PERIODONTAL SCALING & ROOT PLANING, 1 TO 3 TEETH, PER QUADRANT	866	$90.00	$91.00	0.60	$92.00	$92.00	0.60
4355	FULL MOUTH DEBRIDEMENT TO ENABLE COMPREHENSIVE PERIODONTAL EVALUATION	465	$103.00	$105.00	0.60	$105.00	$107.00	0.60
4381	LOCALIZED DELIVERY OF CHEMOTHERAPEUTIC AGENTS	711	$160.00	$162.00	0.60	$163.00	$164.00	0.60
4910	PERIO MAINTENANCE PROC FOLLOWING ACTIVE THERAPY	3,045	$66.00	$67.00	0.60	$67.00	$68.00	0.60
4999	UNSPECIFIED PERIODONTAL PROCEDURE	50	$0.00	$0.00	0.60	$0.00	$0.00	0.60

5110	COMPLETE DENTURE-MAXILLARY	86	$825.00	$837.00	0.05	$842.00	$850.00	0.05
5120	COMPLETE DENTURE-MANDIBULAR	36	$825.00	$837.00	0.05	$842.00	$850.00	0.05
5130	IMMEDIATE DENTURE-MAXILLARY	84	$861.00	$874.00	0.05	$878.00	$887.00	0.05
5140	IMMEDIATE DENTURE-MANDIBULAR	28	$861.00	$874.00	0.05	$878.00	$887.00	0.05
5211	MAXILLARY PART DENTURE-RESIN BASE(CLASP/RESTS)	49	$601.00	$610.00	0.05	$613.00	$619.00	0.05
5212	LOWER PARTIAL DENTURE-ACRYLIC BASE-CONVENTIONAL CLASPS AND RESTS	24	$601.00	$610.00	0.05	$613.00	$619.00	0.05
5213	MAXILLARY PART DENTURE-METAL FRAME W/RESIN BASE	117	$880.00	$893.00	0.05	$898.00	$906.00	0.05
5214	MANDIBULAR PART DENTURE-METAL FRAME W/RESIN BASE	142	$880.00	$893.00	0.05	$898.00	$906.00	0.05
5225	MAXILLARY PARTIAL DENTURE-FLEXIBLE BASE INCLUDING CLASPS, RESTS & TEETH	35	$880.00	$893.00	0.70	$898.00	$906.00	0.70
5226	MANDIBULAR PARTIAL DENTURE-FLEXIBLE BASE (INCLUDING CLASPS, RESTS & TEETH)	28	$880.00	$893.00	0.70	$898.00	$906.00	0.70
5281	REMOVABLE UNILATERAL PARTIAL DENTURE ONE PIECE CASTING-CHROME	8	$521.00	$529.00	0.70	$531.00	$537.00	0.70
5410	ADJUST COMPLETE DENTURE-MAXILLARY	2	$60.00	$61.00	0.05	$61.00	$62.00	0.05
5411	ADJUST COMPLETE DENTURE-MANDIBULAR	3	$60.00	$61.00	0.05	$61.00	$62.00	0.05
5421	ADJUST PARTIAL DENTURE-MAXILLARY	7	$60.00	$61.00	0.05	$61.00	$62.00	0.05
5422	ADJUST PARTIAL DENTURE-MANDIBULAR	9	$60.00	$61.00	0.05	$61.00	$62.00	0.05
5510	REPAIR BROKEN COMPLETE DENTURE BASE	18	$105.00	$107.00	0.05	$107.00	$109.00	0.05
5520	REPLACE MISS/BRKN TEETH-COMPLETE DENTURE/TOOTH	25	$95.00	$96.00	0.05	$97.00	$97.00	0.05
5610	REPAIR RESIN DENTURE BASE	20	$115.00	$117.00	0.05	$117.00	$119.00	0.05
5620	REPAIR CAST FRAMEWORK, PARTIAL DENTURE	8	$165.00	$167.00	0.05	$168.00	$170.00	0.05
5630	REPAIR OR REPLACE BROKEN CLASP, PARTIAL DENTURE	8	$150.00	$152.00	0.05	$153.00	$154.00	0.05
5640	REPLACE BROKEN TEETH-PER TOOTH, PARTIAL DENTURE	46	$90.00	$91.00	0.05	$92.00	$92.00	0.05
5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	91	$90.00	$91.00	0.05	$92.00	$92.00	0.05
5660	ADD CLASP TO EXISTING PARTIAL DENTURE	16	$165.00	$167.00	0.05	$168.00	$170.00	0.05
5671	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MANDIBULAR)	1	$425.00	$431.00	0.05	$434.00	$437.00	0.05
5721	REBASE MANDIBULAR PARTIAL DENTURE	3	$290.00	$294.00	0.05	$296.00	$298.00	0.05
5730	RELINING UPPER COMPLETE DENTURE (OFFICE RELINE)	17	$185.00	$188.00	0.05	$189.00	$191.00	0.05
5731	RELINE COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	4	$185.00	$188.00	0.05	$189.00	$191.00	0.05
5740	RELINING UPPER PARTIAL DENTURE (OFFICE RELINE)	3	$185.00	$188.00	0.05	$189.00	$191.00	0.05
5741	RELINE MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	2	$185.00	$188.00	0.05	$189.00	$191.00	0.05
5750	RELINE COMPLETE MAXILLARY DENTURE (LABORATORY)	36	$265.00	$269.00	0.05	$270.00	$273.00	0.05
5751	RELINING LOWER COMPLETE DENTURE (LABORATORY)	22	$265.00	$269.00	0.05	$270.00	$273.00	0.05

5760	RELINE MAXILLARY PARTIAL DENTURE (LABORATORY)	15	$265.00	$269.00	0.05	$270.00	$273.00	0.05
5761	RELINING LOWER PARTIAL DENTURE (LABORATORY)	8	$265.00	$269.00	0.05	$270.00	$273.00	0.05
5810	INTERIM COMPLETE DENTURE (MAXILLARY)	1	$700.00	$711.00	0.6	$714.00	$722.00	0.6
5811	INTERIM COMPLETE DENTURE (MANDIBULAR)	1	$700.00	$711.00	0.6	$714.00	$722.00	0.6
5820	UPPER DENTURE-TEMPORARY (PARTIAL STAYPLATE)	37	$330.00	$335.00	0.60	$337.00	$340.00	0.60
5821	LOWER DENTURE-TEMPORARY (PARTIAL STAYPLATE)	13	$330.00	$335.00	0.60	$337.00	$340.00	0.60
5850	TISSUE CONDITIONING-UPPER	7	$95.00	$96.00	0.60	$97.00	$97.00	0.60
5851	TISSUE CONDITIONING MANDIBULAR	1	$95.00	$96.00	0.60	$97.00	$97.00	0.60
5861	OVERDENTURE - PARTIAL, BY REPORT	1	$3,500.00	$3,553.00	0.60	$3,570.00	$3,606.00	0.60
5862	PRECISION ATTACHMENT BY REPORT	2	$750.00	$761.00	0.60	$765.00	$772.00	0.60
5867	REPLACEMENT OF REPLACEABLE PART, SEMI OR PRECISION ATTACHMENT	4	$375.00	$381.00	0.60	$383.00	$387.00	0.60
5875	MODIFICATION OF REMOVABLE PROSTHESIS FOLLOWING IMPLANT SURGERY	1	$150.00	$5,963.00	0.60	$153.00	$6,052.00	0.60
5899	UNSPECIFIED REMOVEABLE PROSTHODONTIC PROCEDURE, BY REPORT	3	$0.00	$0.00	0.60	$0.00	$0.00	0.60
5982	SURGICAL STENT	6	$0.00	$0.00	0.60	$0.00	$0.00	0.60
5986	FLUORIDE GEL CARRIER	6	$0.00	$0.00	0.60	$0.00	$0.00	0.60
5999	UNSPECIFIED MAXILLOFACIAL PROSTHESIS BY REPORT	2	$0.00	$0.00	0.60	$0.00	$0.00	0.60
6010	SURGICAL PLACEMENT OF IMPLANT BODY-ENDOSTEAL IMPLANT	211	$1,800.00	$2,030.00	0.60	$1,836.00	$2,060.00	0.60
6053	ARCH	2	$7,000.00	$7,105.00	0.60	$7,140.00	$7,212.00	0.60
6055	BAR	2	$5,000.00	$5,075.00	0.60	$5,100.00	$5,151.00	0.60
6056	PREFABRICATED ABUTMENT	83	$475.00	$482.00	0.60	$485.00	$489.00	0.60
6057	CUSTOM ABUTMENT	47	$575.00	$584.00	0.60	$587.00	$593.00	0.60
6058	CROWN	16	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL)	31	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6060	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN PREDOM BASE METAL)	11	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6061	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (NOBLE METAL)	12	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6062	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)	1	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6064	ABUTMENT SUPPORTED CAST METAL CROWN (NOBLE METAL)	1	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6065	IMPLANT SUPPORTED PORCELAIN/CERAMIC CROWN	13	$960.00	$974.00	0.60	$979.00	$989.00	0.60

6066	IMPLANT SUPPORTED PORCELAIN FUSED TO METAL CROWN (TITANIUM, TITANIUM ALLOY...)	34	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6067	IMPLANT SUPPORTED METAL CROWN	1	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN/CERAMIC FPD	1	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (HIGH NOBLE METAL)	12	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6076	IMPLANT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD	4	$960.00	$974.00	0.60	$979.00	$989.00	0.60
6080	PROSTH	6	$75.00	$76.00	0.60	$77.00	$77.00	0.60
6190	RPT	3	$0.00	$0.00	0.60	$0.00	$0.00	0.60
6210	PONTIC-CAST HIGH NOBLE METAL	8	$770.00	$782.00	0.05	$785.00	$794.00	0.05
6211	PONTIC-CAST PREDOMINANTLY BASE METAL	2	$660.00	$670.00	0.05	$673.00	$680.00	0.05
6212	PONTIC-CAST NOBLE METAL	2	$770.00	$782.00	0.05	$785.00	$794.00	0.05
6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL	318	$720.00	$731.00	0.05	$734.00	$742.00	0.05
6241	PONTIC-PORCELAIN FUSED TO PREDOM. BASE METAL	99	$670.00	$680.00	0.05	$683.00	$690.00	0.05
6242	PONTIC-PORCELAIN FUSED TO NOBLE METAL	130	$720.00	$731.00	0.05	$734.00	$742.00	0.05
6245	PONTIC-PORCELAIN / CERAMIC	1	$815.00	$827.00	0.05	$831.00	$839.00	0.05
6250	PONTIC-RESIN WITH HIGH NOBLE METAL	7	$720.00	$731.00	0.05	$734.00	$742.00	0.05
6251	PONTIC-RESIN WITH PREDOM BASE METAL	1	$670.00	$680.00	0.05	$683.00	$690.00	0.05
6253	PROVISIONAL PONTIC	1	$325.00	$330.00	0.05	$332.00	$335.00	0.05
6545	RETAINER - CAST METAL FOR RESIN BONDED FIXED PROSTHESIS	24	$340.00	$345.00	0.05	$347.00	$350.00	0.05
6602	INLAY-CAST HIGH NOBLE METAL, TWO SURFACES	4	$545.00	$553.00	0.05	$556.00	$561.00	0.05
6610	ONLAY-CAST HIGH NOBLE METAL, TWO SURFACES	1	$640.00	$650.00	0.05	$653.00	$660.00	0.05
6611	ONLAY-CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	2	$695.00	$705.00	0.05	$709.00	$716.00	0.05
6721	CROWN - RESIN WITH PREDOM BASE METAL	1	$670.00	$680.00	0.05	$683.00	$690.00	0.05
6740	CROWN-PORCELAIN/CERAMIC	4	$815.00	$827.00	0.05	$831.00	$839.00	0.05
6750	CROWN-RETAINER-PORCELAIN FUSED HIGH NOBLE METAL	536	$720.00	$731.00	0.05	$734.00	$742.00	0.05
6751	CROWN-RETAINER-PORCELAIN FUSED PRED. BASE METAL	124	$670.00	$680.00	0.05	$683.00	$690.00	0.05
6752	CROWN-RETAINER-PORCELAIN FUSED TO NOBLE METAL	216	$720.00	$731.00	0.05	$734.00	$742.00	0.05
6780	CROWN-3/4 CAST HIGH NOBLE METAL	1	$770.00	$782.00	0.05	$785.00	$794.00	0.05
6790	CROWN-RETAINER-FULL CAST HIGH NOBLE METAL	5	$770.00	$782.00	0.05	$785.00	$794.00	0.05
6792	CROWN-RETAINER-FULL CAST NOBLE METAL	1	$770.00	$782.00	0.05	$785.00	$794.00	0.05
6793	PROVISIONAL RETAINER CROWN	2	$325.00	$330.00	0.05	$332.00	$335.00	0.05
6930	RECEMENT FIXED PARTIAL DENTURE	116	$300.00	$305.00	0.05	$306.00	$310.00	0.05

6940	STRESS BREAKER	2	$300.00	$305.00	0.05	$306.00	$310.00	0.05
6950	PRECISION ATTACHMENT	13	$350.00	$355.00	0.05	$357.00	$360.00	0.05
6970	POST AND CORE, FIXED PARTIAL DENTURE RETAINER	3	$182.00	$185.00	0.05	$186.00	$188.00	0.05
6972	PREFABRICATED POST AND CORE (IN ADDITION TO BRIDGE RETAINER)	14	$171.00	$174.00	0.05	$174.00	$177.00	0.05
6973	CORE BUILD UP FOR RETAINER, INCLUDING ANY PINS	60	$120.00	$122.00	0.05	$122.00	$124.00	0.05
6975	COPING-METAL	1	$450.00	$457.00	0.05	$459.00	$464.00	0.05
6980	FIXED PARTIAL DENTURE REPAIR, BY REPORT	9	$600.00	$609.00	0.05	$612.00	$618.00	0.05
6985	PEDIATRIC PARTIAL DENTURE, FIXED	2	$0.00	$0.00	0.05	$0.00	$0.00	0.05
6999	UNSPECIFIED FIXED PROSTHODONTIC PROC, BY REPORT	9	$0.00	$0.00	0.05	$0.00	$0.00	0.05
7111	CORONAL REMNANTS - DECIDUOUS TOOTH	208	$62.00	$63.00	0.05	$63.00	$64.00	0.05
7140	EXTRACTION, ERUPTED TOOTH/EXPOSED ROOT-elevation/forceps	6,578	$75.00	$76.00	0.05	$77.00	$77.00	0.05
7210	SURG REM ERUP TOOTH REQ FLAP/BONE REM/SEC TOOTH	2,749	$143.00	$145.00	0.15	$146.00	$147.00	0.15
7220	REMOVAL OF IMPACTED TOOTH-SOFT TISSUE	192	$170.00	$173.00	0.15	$173.00	$176.00	0.15
7230	REMOVAL OF IMPACTED TOOTH-PARTIAL BONY	563	$230.00	$350.00	0.15	$235.00	$355.00	0.15
7240	REMOVAL OF IMPACTED TOOTH-COMPLETE BONY	1,287	$280.00	$401.00	0.73	$286.00	$407.00	0.73
7241	REM IMPAC. TOOTH-COMP BONY/UNUSUAL COMPLICATIONS	43	$405.00	$492.00	0.85	$413.00	$499.00	0.85
7250	SURG REM OF RESIDUAL TOOTH ROOTS (CUTTING PROC)	214	$160.00	$162.00	0.15	$163.00	$164.00	0.15
7270	TOOTH REIMPL&/STBL ACC DISPLCD	4	$315.00	$320.00	0.50	$321.00	$325.00	0.50
7280	SURGICAL EXPOSURE OF IMPACTED/UNERUPTED TOOTH, SIMPLE	80	$201.00	$406.00	0.50	$205.00	$412.00	0.50
7282	MOBILIZATION OF ERUPTED TOOTH	2	$122.00	$345.00	0.50	$124.00	$350.00	0.50
7283	PLACEMENT OF DEVICE TO FACILITATE ERUPTION OF IMPACTED TEETH	52	$75.00	$188.00	0.50	$77.00	$191.00	0.50
7286	BIOPSY OF ORAL TISSUE-SOFT (ALL OTHERS)	18	$180.00	$183.00	0.05	$184.00	$186.00	0.05
7288	BRUSH BIOPSY	7	$55.00	$56.00	0.05	$56.00	$57.00	0.05
7290	SURGICAL REPOSITIONING OF TEETH	1	$375.00	$381.00	0.05	$383.00	$387.00	0.05
7310	ALVEOLOPLASTY IN CONJUNC WITH EXTS-PER QUAD	25	$165.00	$167.00	0.15	$168.00	$170.00	0.15
7311	ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS; 1 TO 3 TEETH PER QUADRANT	6	$131.00	$133.00	0.60	$134.00	$135.00	0.60
7320	ALVEOLOPLASTY-NOT IN CONJUNCTION WITH EXTRACTIONS, 4 OR MORE TEETH, PER QUADRANT	4	$198.00	$201.00	0.60	$202.00	$204.00	0.60
7321	ALVEOLOPLASTY-NOT IN CONJUNCTION WITH EXTRACTIONS, 1-3 TEETH, PER QUADRANT	2	$170.00	$173.00	0.60	$173.00	$176.00	0.60
7410	EXCISION OF BENIGN LESION UP TO 1.25 CM	10	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7411	EXCISION OF BENIGN LESION LESS THAN 1.25 CM	3	$0.00	$0.00	0.60	$0.00	$0.00	0.60

7450	REMOVAL OF BENIGN CYST OR TUMOR UP TO 1.25 CM	8	$400.00	$406.00	0.60	$408.00	$412.00	0.60
7451	REMOVAL OF BENIGN CYST OR TUMOR GREATER THAN 1.25 CM	5	$650.00	$660.00	0.60	$663.00	$670.00	0.60
7471	REMOVAL OF LATERAL EXOSTOSIS	3	$210.00	$213.00	0.60	$214.00	$216.00	0.60
7510	I & D ABSCESS INTRAORAL-SOFT TISSUE	18	$95.00	$96.00	0.60	$97.00	$97.00	0.60
7511	INCISION AND DRAINAGE OF ABCESS - INTRAORAL SOFT TISSUE	2	$185.00	$188.00	0.60	$189.00	$191.00	0.60
7520	I&D ABSC EXTRAORAL SOFT TISS	1	$170.00	$457.00	0.60	$173.00	$464.00	0.60
7521	I&D ABSC EXTRAORAL SOFT TISS (COMPLICATED)	1	$205.00	$523.00	0.60	$209.00	$531.00	0.60
7530	REMOVAL OF FOREIGN BODY	1	$198.00	$19.00	0.60	$202.00	$19.00	0.60
7540	MANDIBLE-OPEN REDUCTION	2	$163.00	$165.00	0.60	$166.00	$167.00	0.60
7550	VITAL BN	3	$200.00	$203.00	0.60	$204.00	$206.00	0.60
7630	MANDIBLE-OPEN REDUCTION	1	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7670	ALVEOLUS-CLOSED REDUCTION	1	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7680	FACIAL BONES - COMPLICATED REDUCTION	1	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7710	MAXILLA OPEN REDUCTION	1	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7720	MAXILLA CLOSED REDUCTION	1	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7770	ALVEOL - OPEN RDUC STBL TEETH	2	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7870	ARTHROCENTESIS	1	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7871	NON-ARTHOSCOPIC LYSIS AND LAVAGE	1	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7880	OCCLUSAL ORTHOTIC DEVICE	20	$1,200.00	$1,218.00	0.60	$1,224.00	$1,236.00	0.60
7899	UNSPECIFIED TMD THERAPY, BY REPORT	7	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7910	SUTURE UP TO 5 CM	1	$150.00	$152.00	0.60	$153.00	$154.00	0.60
7940	OSTEOPLASTY - FOR ORTHOGNATHIC DEFORMITIES	6	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7950	MAND/FCE	13	$2,000.00	$2,030.00	0.60	$2,040.00	$2,060.00	0.60
7951	SINUS AUGMENTATION	6	$0.00	$0.00	0.60	$0.00	$0.00	0.60
7953	BONE REPLACEMENT GRAFT FOR RIDGE PRESERVATION; PER SITE	63	$700.00	$711.00	0.60	$714.00	$722.00	0.60
7955	DFCT REPAIR	4	$0.00	$0.00	0.80	$0.00	$0.00	0.40
7960	FRENULECTOMY (FRENECTOMY/FRENOTOMY) SEP. PROC.	44	$265.00	$431.00	0.30	$270.00	$437.00	0.30
7963	FRENULOPLASTY	6	$265.00	$431.00	0.30	$270.00	$437.00	0.30
7970	ARCH	2	$180.00	$183.00	0.90	$184.00	$186.00	0.90
7971	EXCISION OF PERICORONAL GINGIVA	8	$128.00	$130.00	0.90	$131.00	$132.00	0.90
7980	SIALOLITHOTOMY	2	$0.00	$0.00	0.90	$0.00	$0.00	0.90
7995	SYNTHETIC GRAFT	2	$0.00	$0.00	0.90	$0.00	$0.00	0.90
7996	IMPLANT-MANDIBLE	1	$0.00	$0.00	0.90	$0.00	$0.00	0.90

7998	INTRAORAL PLACEMENT	2	$0.00	$0.00	0.90	$0.00	$0.00	0.90
7999	UNSPECIFIED ORAL SURGERY PROC,. BY REPORT	2	$0.00	$0.00	0.90	$0.00	$0.00	0.90
8010	LIMITED ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	5	$2,000.00	$2,030.00	0.90	$2,040.00	$2,060.00	0.90
8020	LIMITED ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	11	$3,000.00	$3,045.00	0.90	$3,060.00	$3,091.00	0.90
8030	LIMITED ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION	9	$3,000.00	$3,045.00	0.90	$3,060.00	$3,091.00	0.90
8040	LIMITED ORTHODONTIC TREATMENT OF THE ADULT DENTITION	8	$3,000.00	$3,045.00	0.90	$3,060.00	$3,091.00	0.90
8050	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	17	$3,000.00	$3,045.00	0.90	$3,060.00	$3,091.00	0.90
8060	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	90	$3,000.00	$3,045.00	0.90	$3,060.00	$3,091.00	0.90
8070	COMPREHENSIVE ORTHODONTIC TREATMENT-TRANSITIONAL DENTITION	97	$3,900.00	$3,959.00	0.90	$3,978.00	$4,018.00	0.90
8080	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION	807	$4,200.00	$4,263.00	0.90	$4,284.00	$4,327.00	0.90
8090	COMPREHENSIVE ORTHODONTIC TREATMENT-ADULT DENTITION	42	$4,450.00	$4,517.00	0.90	$4,539.00	$4,585.00	0.90
8110	REMOVABLE ORTHODONTIC APPLIANCE	1	$0.00	$0.00	0.90	$0.00	$0.00	0.90
8210	REMOVABLE APPLIANCE THERAPY-MINOR HABIT CONTROL	24	$690.00	$700.00	0.90	$704.00	$711.00	0.90
8220	FIXED APPLIANCE THERAPY-MINOR HABIT CONTROL	22	$750.00	$761.00	0.90	$765.00	$772.00	0.90
8660	PRE-ORTHODONTIC TREATMENT VISIT	67	$260.00	$26.00	0.90	$265.00	$26.00	0.90
8670	PERIODIC ORTHODONTIC TREATMENT VISIT (AS PART OF CONTRACT)	6,907	$208.00	$28.00	0.90	$212.00	$28.00	0.90
8680	ORTHODONTIC RETENTION	29	$440.00	$447.00	0.90	$449.00	$454.00	0.90
8690	ORTHODONTIC TREATMENT (ALTERNATIVE BILLING TO CONTROL FEE)	17	$250.00	$254.00	0.90	$255.00	$258.00	0.90
8691	REPAIR OF ORTHODONTIC APPLIANCE	4	$250.00	$254.00	0.90	$255.00	$258.00	0.90
8692	REPLACEMENT OF LOST OR BROKEN RETAINER	23	$300.00	$305.00	0.90	$306.00	$310.00	0.90
8693	REBONDING OR RECEMENTING, FIXED RETAINERS	6	$125.00	$127.00	0.90	$128.00	$129.00	0.90
8999	UNSPECIFIED ORTHODONTIC PROCEDURE	7	$0.00	$0.00	0.90	$0.00	$0.00	0.90
9110	PALLIATIVE (ER) TX-DENTAL PAIN-MINOR PROCEDURE	891	$59.00	$60.00	0.05	$60.00	$61.00	0.05
9120	FIXED PARTIAL DENTURE SECTIONING	34	$125.00	$127.00	0.85	$128.00	$129.00	0.85
9220	GENERAL ANESTHESIA-FIRST 30 MINUTES	1,044	$275.00	$279.00	0.85	$281.00	$283.00	0.85
9221	GENERAL ANESTHESIA-EACH ADDITIONAL 15 MINUTES	390	$90.00	$91.00	0.85	$92.00	$92.00	0.85
9230	ANALGESIA,ANXIOLYSIS, INHALATION NITROUS OXIDE	3,104	$36.00	$37.00	0.07	$37.00	$38.00	0.07
9241	INTRAVENOUS CONSCIOUS SEDATION-FIRST 30 MINUTES	383	$275.00	$279.00	0.85	$281.00	$283.00	0.85

9242	INTRAVENOUS CONSCIOUS SEDATION-FIRST EACH 15 MINUTES	164	$90.00	$91.00	0.85	$92.00	$92.00	0.85
9248	NON-INTRAVENOUS CONSCIOUS SEDATION	349	$0.00	$0.00	0.80	$0.00	$0.00	0.80
9310	PROF CONSULT (DIAG SERV BY OTHER DENTIST/PHYS)	1	$38.00	$39.00	0.73	$39.00	$40.00	0.73
9410	CALL	1	$150.00	$152.00	0.05	$153.00	$154.00	0.05
9420	HOSPITAL VISIT	18	$150.00	$152.00	0.05	$153.00	$154.00	0.05
9430	OFFICE VISIT FOR OBSERVATION (REGULAR HOURS)	88	$30.00	$30.00	0.50	$31.00	$30.00	0.50
9440	OFFICE VISIT - AFTER REGULARLY SCHEDULED HOURS	12	$150.00	$152.00	0.50	$153.00	$154.00	0.50
9450	CASE PRESENTATION	6	$0.00	$0.00	0.10	$0.00	$0.00	0.10
9610	THERAPEUTIC DRUG INJECTION	112	$100.00	$102.00	0.10	$102.00	$104.00	0.10
9612	THERAPEUTIC DRUG INJECTION, TWO OR MORE	6	$189.00	$192.00	0.10	$193.00	$195.00	0.10
9630	OTHER DRUGS/MEDICATIONS	616	$0.00	$0.00	0.10	$0.00	$0.00	0.10
9910	APPLICATION-DESENSITIZING MEDICAMENT	274	$60.00	$61.00	0.05	$61.00	$62.00	0.05
9911	APPLICATION OF DESENSITIZING RESIN FOR CERVICAL AND/OR ROOT SURFACE, PER TOOTH	31	$75.00	$76.00	0.05	$77.00	$77.00	0.05
9920	BEHAVIOR MANAGEMENT BY REPORT	2	$400.00	$406.00	0.05	$408.00	$412.00	0.05
9930	COMPLICATIONS (POSTSURGICAL) UNUSUAL CIRCUMSTANCES	13	$75.00	$76.00	0.05	$77.00	$77.00	0.05
9940	OCCLUSAL GUARD	396	$275.00	$279.00	0.05	$281.00	$283.00	0.05
9941	MOUTHGUARD	8	$300.00	$305.00	0.05	$306.00	$310.00	0.05
9942	GUARD	3	$240.00	$244.00	0.05	$245.00	$248.00	0.05
9950	CASE	9	$375.00	$381.00	0.05	$383.00	$387.00	0.05
9951	OCCLUSION ADJUSTMENT-LIMITED	108	$67.00	$68.00	0.05	$68.00	$69.00	0.05
9952	OCCLUSION ADJUSTMENT-COMPLETE	4	$305.00	$310.00	0.05	$311.00	$315.00	0.05
9970	ENAMEL MICROABRASION	15	$195.00	$198.00	0.05	$199.00	$201.00	0.05
9971	ENAMEL PRJ	16	$175.00	$178.00	0.05	$179.00	$181.00	0.05
9972	EXTERNAL BLEACHING - PER ARCH	40	$275.00	$279.00	0.05	$281.00	$283.00	0.05
9973	EXTERNAL BLEACHING - PER TOOTH	6	$200.00	$203.00	0.05	$204.00	$206.00	0.05
9974	INTERNAL BLEACHING - PER TOOTH	7	$250.00	$254.00	0.05	$255.00	$258.00	0.05
9999	UNSPECIFIED ADJUNCTIVE PROCEDURE, BY REPORT	79	$0.00	$0.00	0.05	$0.00	$0.00	0.05

Optum™GeoAccess® GeoNetworks®
Dental Preferred Provider Organization Network Accessibility Analysis
RFP # 31786-00127
Data Requirements & File Layouts

The State would like to know the potential of your organization's provider network to service the accessibility needs of its employees. To measure that potential, this RFP requires each Proposer to submit a GeoNetworks® Provider Network Accessibility Analysis. Each network's relative potential will be measured by 1) the number of providers in the network and practicing within the State of Tennessee; and 2) the average distance to one (1) provider for all State of Tennessee individuals within the pool of possible enrollees.

DEFINITION: For the purpose of this analysis, "Network Provider" shall be defined as any General or Specialty Dentist in the State of Tennessee who:

- **is currently operating under a fully executed and in force contract with the Proposer, for participation as a Preferred Provider in the Proposer's Dental Preferred Provider Organization Plan.**

Data Items

To analyze the accessibility of Proposers' provider network for the State's population, the GeoNetworks® program requires both an employee data file and a provider data file. Tennessee employee data, listed with tallies by zip code are included in a file accompanying the RFP. The file is in Microsoft Excel format, and has also been provided to GeoAccess. Your provider files must contain the following:

- Network Provider Name (Last Name, First Name) NOTE: For Network Providers who have more than one office location, the file must contain just one entry for that Network Provider name.
- Street Address – NOTE: For Network Providers who have more than one office location, the file should contain a distinct record for each office address.
- City
- State
- Five digit Zip Code
- Specialty Code – please include the coding scheme used
- Accepting/Not Accepting Patients Practice Indicator (A=Accepting, N=Not Accepting)

Data Format

If you intend to have GeoAccess conduct this analysis, you must submit your data to GeoAccess in one of the following formats: dBase, Access, Text (Fixed Width or Delimited) or Excel, on 3 ½ inch diskettes, or sent electronically.

Regardless of your preferred format, you may refer analysis-specific questions to Shawn Kearl at Optum™GeoAccess®GeoNetworks®. He can be reached at 801-982-4593; his email address is Shawn.Kearl@Optum.com. For technical support on how to utilize the software the software team can be contacted at support@ingenix.com.

Standards and Specifications

The standards and specifications listed are to be followed by all proposers. This will enable the State to compare, on a consistent basis, the accessibility of each Proposer's provider network. It is critical that each analysis meet the following data standards and report specifications.

A. Analysis Requirements

1. Use the GeoNetworks managed care accessibility analysis system, version 8.5 or greater with system data 9.4 installed. If you do not have the GeoNetworks system, call Shawn Kearl at Optum, to receive a quote for them to perform the analyses for you.
2. Use the most current system data – released four times per year.

B. Data Standards

1. Use all employee zip codes data contained in **APPENDIX 7.6 - TN Zip Code Counts**, to analyze your network relative to the State of Tennessee member population.
2. Your Network Provider addresses should be geocoded at the address level. For any Network Provider's address that cannot be exactly geocoded, the address should be geocoded using a technique which takes into account population density, such as the Representative GeoCoding used by GeoAccess. Placing providers at zip code centroids or randomly within zip codes is **not permissible**. Distance is to be calculated based on Estimated Driving Distance, not on an "as-the-crow-flies" distance.
3. If more than one **Network Provider** is located at the same address, all providers at that address should have the same geographic coordinates.
4. Providers should be classified based on their primary specialty.
5. Analyses should include all providers in your network which are delivering services **in the State of Tennessee only. See the State's boxed and bolded definition of Network Providers on page 1 of this Appendix.**
6. Network Providers who are currently contracted, but will not be on January 1, 2016, shall not be included in your analysis.

C. Report Specifications

1. Prepare a network accessibility analysis for the entire State. The report should closely resemble the Sample Analysis contained in **APPENDIX 7.5 - Sample GeoAccess®GeoNetworks® Analysis Report** and should include:
   - a title page;
   - a table of contents; and
   - after the last set of reports a "GeoAccess®GeoNetworks® Report" which details the specifications utilized to conduct the analysis (Note: this report is not included in the Sample, but is a standard product of the analysis).

2. Conduct a separate independent analysis of employee access to both General Dentists and Specialist Dentists for urban, suburban, and rural employee access to network providers, with an access standard as shown in the box below. **See the State's boxed and bolded definition of Network Providers on page 1 of this Appendix.**

Provider Type	Access Standard
General Dentists	Urban 2 providers within 10 miles for 95% of Members Suburban 2 providers within 15 miles for 95% of Members Rural 2 providers within 20 miles for 95% of Members
Specialist Dentists	Urban 1 provider within 15 miles for 95% of Members Suburban 1 provider within 20 miles for 95% of Members Rural 1 provider within 25 miles for 90% of Members

3. Analyses should include all Network Providers in your network which are delivering services from offices located physically **within the State of Tennessee only**. **See the State's boxed and bolded definition of Network Providers on page 1 of this Appendix.**

4. Mileage should be calculated on an estimated driving distance basis.

5. Your analyses (one each for: General Dentists and Specialist Dentists) must include the following pages (see **Appendix 7.5**, GeoNetworks®GeoAccess® Sample Report):

Page	Content/Display
Cover	Report title, Proposing organization's name, Date
1	**Accessibility Summary** (for employees **with desired access**): Detail the required *Accessibility analysis specifications*, *Average Distance to a Choice of Providers for Employees with Desired A*ccess, and *Key Geographic Areas*.
2	**Accessibility Summary** (for employees **without desired access**): Detail the required *Accessibility analysis specifications*, *Average Distance to a Choice of Providers for Employees without Desired A*ccess, and *Key Geographic Areas*.
3	**Access Standard Comparison** – include the following: • indicate by graph the percentage of ALL employees having access to one, two, three, four, and five providers for distances up to 40 miles, at intervals of five miles. • indicate by table the average distance to a choice of one, two, three, four, and five providers, for ALL employees.
4	**Zip codes not meeting the access standard:** Report the accessibility detail of all employees **without desired access** at the zip code level. Sort by city and zip code, and use the columns and sub-columns as shown on the Sample page. **Note:** This report is not included with the Sample Analysis, but is a standard listing resulting from the analysis.
5	**GeoAccess®GeoNetworks® Report:** This is a summary page detailing, among other things, the report creation date, the software version, analysis inputs, and calculation method.

6. **Checks for accuracy:** Proposers are responsible for ensuring their GeoNetworks®GeoAccess® Analyses are accurate. The following items should be reviewed for accuracy:
    a. Title Page:
        - Company name should appear on the GeoAccess® Analysis title page.
        - The date of the report should appear on the GeoAccess® Analysis title page.
    b. Accessibility Summary – Accessibility analysis specifications:
        - Employee Group – The total number of State employees MUST MATCH EXACTLY the number contained in **Appendix 7.6 – Zip Code Counts**
        - Access Standard – The GeoNetworks Analysis report MUST MATCH EXACTLY standard required by the State (see page 2 of these instructions)

SAMPLE

State of Tennessee

Dental Preferred Provider Organization Network Accessibility Analysis

(Date)

A report on the accessibility of the (Proposing Organization's Name) network for the employees of the State of Tennessee

(Company Name) Network – State of Tennessee

Table of Contents

Accessibility analysis of the Network for General Dentists **Page #**

Accessibility analysis of the Network for Specialists **Page #**

(Company Name) Network – State of Tennessee

Accessibility summary (for employees WITH desired access)

Accessibility analysis specifications	
Provider Group:	**General Dentists** (##) providers at (##) locations (based on ## records)
Employee Group:	**All Employees** (##) employees
Access Standard:	Urban 2 providers within 10 miles for 95% of Members Suburban 2 providers within 15 miles for 95% of Members Rural 2 providers within 20 miles for 95% of Members
Employees with desired access:	(##) (Percent number %)

Average distance to choice of providers for employees with desired access					
Number of providers	**1**	**2**	**3**	**4**	**5**
Miles		12	14.3	16.6	19.0

SAMPLE

Key geographic areas				
County	**Total number of employees**	**Employees with desired access**		
		Number	**Percent**	**Average distance to 1 provider**
Knox, TN	15,436	15,436	100	4.0
Davidson, TN	12,878	12,878	100	4.4
Shelby, TN	9,858	9,858	100	4.6
Rutherford, TN	4,396	4,396	100	4.3
Hamilton, TN	3,926	3,926	100	4.4
Washington, TN	3,725	3,725	100	5.6

(Company Name) Network – State of Tennessee

Accessibility summary (for employees WITHOUT desired access)

Accessibility analysis specifications - Urban	
Provider Group:	**General Dentists** (##) providers at (##) locations (based on ## records)
Employee Group:	**All Employees** (##) employees
Access Standard:	**2 providers within 10 miles for 95% of Members**
Employees without desired access:	(##) (Percent number %)

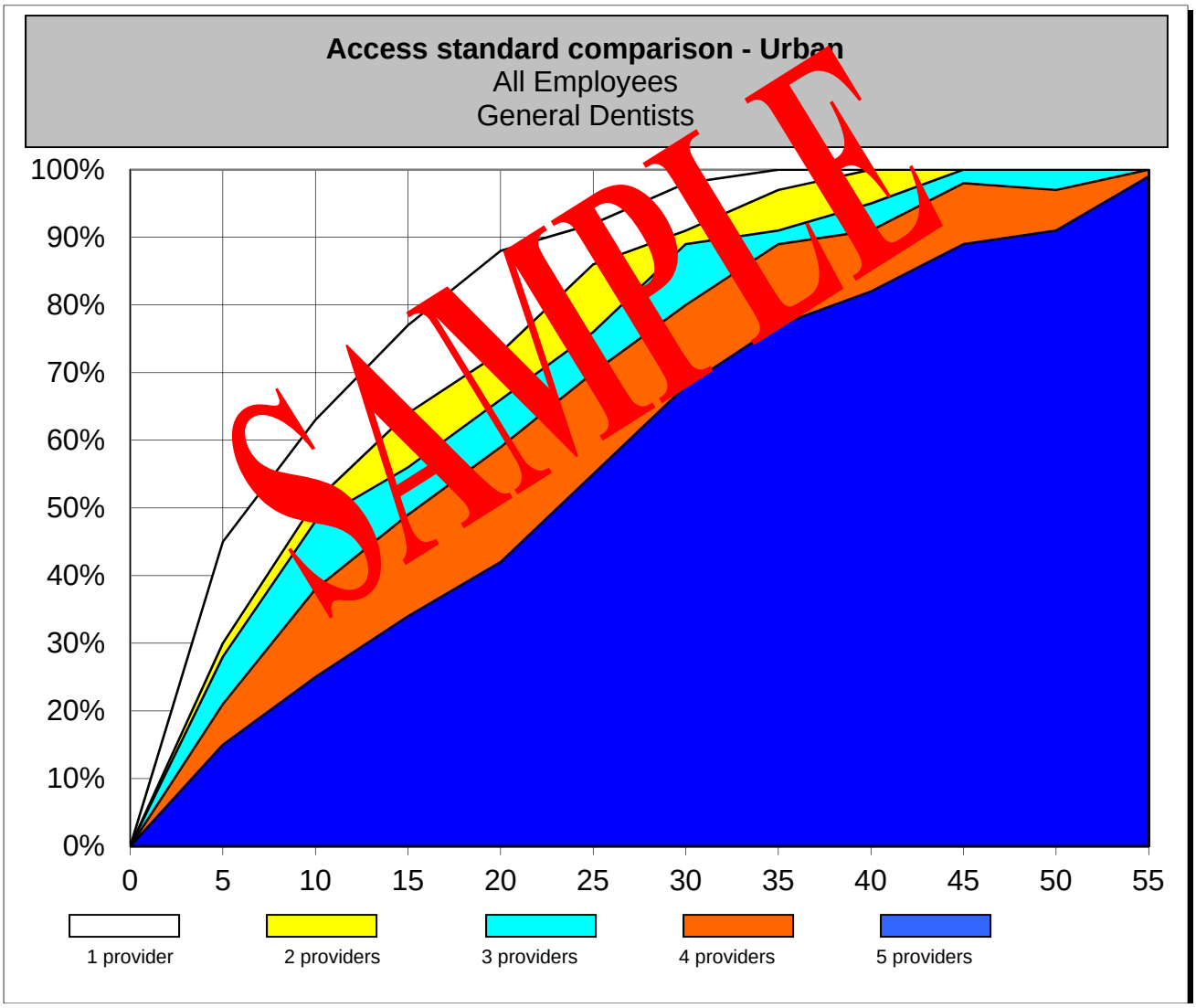
Average distance to each choice of providers for employees with desired access					
Number of providers	**1**	**2**	**3**	**4**	**5**
Miles	34.5	40.0	41.7	44.1	45.6

SAMPLE

Key geographic areas				
County	**Total number of employees**	**Employees without desired access**		
		Number	**Percent**	**Average distance to 1 provider**
LAWRENCE, TN	1370	1010	74	36.4
HARDEMAN, TN	1222	878	72	32.9
HARDIN, TN	814	696	86	33.0
WAYNE, TN	476	350	74	40.4
DECATUR, TN	314	293	93	36.1
FAYETTE, TN	1139	280	25	31.4
PERRY, TN	264	203	77	34.1
RHEA, TN	1010	197	20	31.3
HENDERSON, TN	803	169	21	37.0
CARROLL, TN	983	83	8	31.1

(Company Name) Network – State of Tennessee

Access standard comparison



Average distance to a choice of PCPs					
Number of providers	1	2	3	4	5
Miles	9.5	13.2	18.7	23.2	26.9

GeoAccess®GeoNetworks® Report

drive:\name\and\file\location.rpt

Summary Information:

Date Created: (date) Version: x.x

Author:

Company: State of Tennessee

Network: (Proposing company's name)

Notes:

SAMPLE

Tables:

Employee Tables:		**Provider Tables:**	
(filename representing State Employees)	Records: ####	(filename representing Respondents' network data)	Records: ####
(filename representing Local Education Employees)			
(filename representing Local Govt. Employees)			

Calculations:

NO NEW CALCULATIONS NEEDED

Calculation method: Estimated driving distance

Capacity option: Unlimited

Printing:

Started at: (time – date) **Elapsed time:** ## minutes, ##seconds

Completed at: (time – date)

Pages printed: (## pages of ## pages)

The Eligibility Criteria is subject to change by the Insurance Committees for the State Group Insurance Plan. Should the Eligibility Criteria be changed, the State will notify the Contractor. The State publishes a document for each group (State, Local Education, and Local Government) entitled "Eligibility and Enrollment Guide". The Eligibility Criteria will be kept current in these documents. The guides may be viewed on the State's website http://www.state.tn.us/finance/ins/publications.shtml.

VOLUNTARY DENTAL PREFERRED PROVIDER ORGANIZATION INSURANCE ELIGIBILITY	
Benefit/Provision	**Description**
Plan Policy Requirements	The voluntary dental preferred provider organization (DPPO) insurance must be based on a **group plan platform** issued to the State of Tennessee.
Eligibility Criteria ***Eligibility Status***	STATE • *Employee* – An individual employed by the State who: 1) is regularly scheduled to work not less than thirty (30) hours per week; 2) any person who has received a seasonal appointment and who meets the requirements set forth in TCA 8-27-201(h); or 3) is deemed eligible by applicable federal law, state law, or action of the State Insurance Committee. • *Retiree* – An individual who: 1) has left active employment; and 2) receives a benefit from the Tennessee Consolidated Retirement System (TCRS), or is a member of one of the Higher Education Optional Retirement Plan(s) (ORP). LOCAL EDUCATION • *Employee* - 1) A teacher as defined in Tennessee Code Annotated, Section 8-34-101-(46) 2) An interim teacher whose salary is based on the local school system's schedule 3) Employees not defined above who are regularly scheduled to work at least 30 hours per week in a non-seasonal, non-temporary position 4) A non-certified employee who has completed 24 months of employment with a local education agency that participates in the plan and works a minimum of 25 hours per week [a resolution passed by the school system's governing body authorizing the expanded 25 hour rule for the local education agency must be sent to Benefits Administration before enrollment] 5) School board members 6) All other individuals deemed eligible by applicable federal law, state law, or action of the Local Education Insurance Committee • *Retiree* – 1) An individual who: a) has retired from the employer; and b) receives a benefit from the Tennessee Consolidated Retirement System (TCRS). LOCAL GOVERNMENT • *Employee* - An individual who: 1) is scheduled to work at least 30 hours per week in a non-seasonal, non-temporary position 2) Any member of the chief legislative body of the county or municipal government (defined as only those elected officials who have the authority to pass local legislation) 3) Utility board members appointed or elected pursuant to TCA 7-82-307, but only during their term of service 4) County officials as defined in TCA 8-34-101(9) (A) and (B), regardless of whether the agency participates in the plan, pursuant to TCA 8-27-207(i) 5) All other individuals deemed eligible by applicable federal law, state law, or action of the Local Government Insurance Committee • *Retiree* – 1) An individual who: a) has retired from the employer; and b) receives a benefit from the Tennessee Consolidated Retirement System (TCRS). STATE, LOCAL EDUCATION, LOCAL GOVERNMENT *Dependent* – An individual who is: 1) a legally married (as defined by the State of Tennessee Constitution) spouse of an employee or retiree of a State of Tennessee agency, Local Education participating agency, or Local Government participating agency; or 2) an individual

	who is a natural or adopted child of an eligible employee or retiree; a stepchild of an eligible employee or retiree; or a child for whom an eligible employee or retiree is the legal guardian; 3) the survivor (already enrolled in the Program) of a deceased Subscriber (employee or retiree); or 4) each child at least 26 years of age: who is primarily dependent upon the Insured for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; who was so incapacitated and is an Insured Person under the Policy on his or her 26th birthday; and who has been continuously so incapacitated since his or her 26th birthday.
Age Maximum	Dependent children are eligible for coverage through the last day of the month of their 26th birthday unless incapacitated. (See previous section regarding incapacitation.)
Participation Requirements	**An agency must be participating in the State of Tennessee Sponsored Group Health Plan in order to qualify for participation in the State of Tennessee Voluntary Dental Preferred Provider Organization (DPPO) Insurance Program.** Employee, Retiree, and/or Dependent participation in the State Sponsored Group Health Plan is not required to participate in the DPPO. Employee or Retiree participation in the DPPO is required for participation of eligible Dependents. Participation by those enrolled in the DPPO is on a calendar year basis, and enrollment may only be dropped by the Members during the Annual Enrollment Period for the beginning of the next calendar year or due to a special qualifying event.
Carryover from Prior carrier	The Contractor shall accept all current Members' coverage transferred from the prior contract, without any break or lapse in coverage. Months enrolled under prior contract shall count toward any Member waiting periods in this contract. Benefits paid toward orthodontia services under prior contract will count toward orthodontia lifetime maximum under this contract.
Underwriting Criteria	
Guaranteed Issue	1) Eligible Employees and dependents who apply for coverage during an open enrollment period, eligible Employees employed on and after January 1, 2016 who enroll themselves and dependents within thirty (31) days of the first day of work, and eligible Employees and/or dependents who enroll within sixty (60) days of a special qualifying event.
Underwritten	2) Not applicable
Annual Enrollment	Each year during a time period specified by the State, employees may elect to participate in the DPPO, enroll or drop dependents, or cancel participation in the Program.
Effective Date of Coverage	
Employee	State - New hire and open enrollment coverage shall become effective on a date specified by the State. Local Education – New hire coverage shall become effective on the first day of the month after the employee's eligibility date. Open enrollment coverage shall become effective on a date specified by the State. Local Government - New hire coverage shall become effective on the first day of the month following date of hire or the first day of the month following the end of the employee's probationary period (if the employing agency applies a probationary period to insurance coverage). Open enrollment coverage shall become effective on a date specified by the State.
Dependent	The effective date will be the same as the employee's effective date unless the dependent is enrolled subsequent to the employee's enrollment. The effective date for dependents enrolled subsequent to the employee will be the first of a month determined by the State, except for certain qualifying events for which the coverage will be effective on the event date, such as birth.

Eligibility and Enrollment Guides	Complete information for employees and dependents eligibility and enrollment to participate in the DPPO Program can be found on the State's website at http://www.state.tn.us/finance/ins/publications.shtml.