



Contract By Authorized Board

Commodity or Service: Third Party Administration of
Dental Benefits

Contract No./Request for Proposal No: ETE0020
Amendment #4 dated July 26, 2019

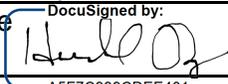
Authorized Board: Group Insurance Board (GIB)

Contract Period: January 1, 2020 through December 31, 2021

1. This Contract is entered into by and between the State of Wisconsin, Group Insurance Board (GIB) hereinafter referred to as the "Board" and the State of Wisconsin, Department of Employee Trust Funds (ETF) hereinafter referred to as the "Department", and between the Delta Dental of Wisconsin, Inc. hereinafter referred to as the "Contractor", whose address and principal officer appears on page 2. The Department is the sole point of contact for this Contract.
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited in accordance with the State of Wisconsin standard terms and conditions and in accordance with the Contractor's proposal dated March 30, 2015, hereby made a part of this Contract by reference.
3. The Contract Amendment #1 dated January 12, 2017 increases the administrative fee for the per contract per month (PCPM) fee up \$.05 (five cents) which increases the total fee to \$1.14 (one dollar and fourteen cents) effective January 1, 2018. Exhibit A and Exhibit B are attached with revised dates that correspond to the contract period covered by this Contract Amendment #1.
4. The Contract Amendment #2 dated August 23, 2017 includes Exhibit C Delta Dental Uniform Dental Benefit Changes for calendar year 2018 as approved by the Board on May 24, 2017.
5. The parties agree that if there is another renewal of this Contract covering the period for the final two (2) year renewal option (January 1, 2020 through December 31, 2021), the administrative fee for the per contract per month (PCPM) fee will be \$1.14 (one dollar and fourteen cents).
6. The Contract Amendment #3 dated March 14, 2018 revises the Contract by adding data submission requirements for the Department's data warehouse vendor; replacing the Business Associate Agreement with the Department Terms and Conditions in Appendix B of RFP ETE0020; adding Exhibit D – Medical Claims Functional Specification for File Layout; and adding Exhibit E – Provider Director Functional Specification.
7. This Contract Amendment #4 dated July 26, 2019 extends the Contract term from January 1, 2020 through December 31, 2021; amends and extends Exhibit B – Service Guarantees for the period January 1, 2020 through December 31, 2021; adds benefit changes to Exhibit C Uniform Dental Benefit Changes for calendar year 2020 as approved by the Board on May 15, 2019; and adds transition plan requirements to RFP Section 9.17 transitional services.
8. For purposes of administering this Contract, the order of precedence is:
 - A) The Contract with Delta Dental of Wisconsin, Inc. including Exhibit A Dated June 10, 2015 and Exhibit B Dated June 16, 2015;
 - B) This Contract Amendment #4 dated July 26, 2019;
 - C) The Contract Amendment #3 dated March 14, 2018 including adding data submission requirements for the Department's data warehouse vendor; replacing the Business Associate Agreement with the Department Terms and Conditions; adding Exhibit D - Medical Claims Functional Specification for File Layout; and adding Exhibit E - Provider Director Functional Specification;
 - D) The Contract Amendment #2 dated August 23, 2017 including Exhibit C Delta Dental Uniform Dental Benefit Coverage for calendar year 2018 as approved by the Board on May 24, 2017;
 - E) The Contract Amendment #1 dated January 12, 2017 including Exhibit A dated January 12, 2017 and Exhibit B dated January 12, 2017 which replaces the Exhibit A dated June 10, 2015 and the Exhibit B dated June 16, 2015;
 - F) The RFP dated February 20, 2015;
 - G) Delta Dental of Wisconsin, Inc. Response to Questions Dated May 7, 2015;

- H) Delta Dental of Wisconsin, Inc. Response to Questions Dated April 7, 2015;
- I) Delta Dental of Wisconsin, Inc. Cost Proposal Dated March 30, 2015; and,
- J) Delta Dental of Wisconsin, Inc. Proposal Dated March 30, 2015.

Contract Number & Service: ETE0020 Third Party Administration of Dental Benefits

State of Wisconsin
Department of Employee Trust Funds
By Authorized Board (Name) Group Insurance Board
By (Name) Herschel Day
Signature <small>DocuSigned by:</small> 
Title Chair Group Insurance Board
Phone 608.266.0301
Date (MM/DD/CCYY) 7/29/2019

Contractor
Legal Company Name Delta Dental of Wisconsin, Inc.
Trade Name
Taxpayer Identification Number 39-6094742
Company Address (City, State, Zip) 2801 Hoover Road Stevens Point WI 54481
By (Name) David Peterson
Signature <small>DocuSigned by:</small> 
Title Vice-President, Sales & Marketing
Phone 715.343.7618
Date (MM/DD/CCYY) 7/29/2019

Add to Exhibit C Delta Dental Uniform Dental Benefits

Add D0460 Pulp vitality test to Diagnostic/Preventative Services covered at 100% from an In-Network Provider.

Delete D4910 Periodontal maintenance. Coverage is limited to two procedures per one benefit period in addition to routine cleanings from an In-Network Provider covered at 80%

Add D4910 Periodontal maintenance. Coverage is limited to two procedures per one benefit period in addition to routine cleanings covered at 100% from an In-Network Provider.

Add procedure codes 601, 602, 603, 1352, 1353 and 4346 covered at 100% with In-Network Providers.

Code 601 Carries risk assessment and documentation, with a finding of low risk (using recognized assessment tools)

Code 602 Carries risk assessment and documentation, with a finding of moderate risk (using recognized assessment tools)

Code 603 Carries risk assessment and documentation, with a finding of high risk (using recognized assessment tools)

Code 1352 Preventative resin restoration in a moderate to high caries risk patient-permanent tooth

Code 1353 Sealant repair - per tooth

Code 4346 Scaling in presence of generalized moderate or severe gingival inflammation-full mouth, after oral evaluation

Add to the RFP ETE0020 Section 9.17 Transitional Services

Transition Plan Requirements:

The Contractor will provide to the Department a comprehensive Transition Plan, approved by the Department, no later than June 1, 2020 that provides a schedule and major tasks and activities to be performed, including the items identified by the Department below, to complete the transition of Services to the Department and/or a succeeding contractor.

1. Transition Plan:

In the event of transition of Services from Contractor to the Department and/or a succeeding contractor, the Contractor will fulfill the transition plan requirements specified in a transition plan as described herein (Transition Plan).

The Contractor's comprehensive Transition Plan must include, at a minimum the following:

- Transition of Services Summary: description of the transition plan at a high level and what the plan will accomplish
- Transition Approach: description of the Contractor's overall approach to the transition
- Transition Team Organizational Chart: organization chart showing all staff resources and their roles in the transition
- Transition Project Schedule: chart illustrating the transition plan project schedule. The chart should list all major tasks and activities to be performed, task owner, and time and duration for each major task.
- A detailed description of the major tasks and activities that will be executed during the transition, to include but not be limited to the following:
 - Transitional Services
 - Management Support
 - Data collection and transfer
 - Customer Service
 - Communication
 - Claims processing
 - Grievances
 - Data and financial reconciliation
 - Plan year finalization
 - Audit
 - Other necessary major tasks identified by the Department

The Contractor will create a comprehensive transition project schedule that illustrates the timing of all transition tasks and activities to ensure a seamless transition to the Department and/or a succeeding contractor. Any changes to the transition project schedule will require review and approval by the Department. Failure of the Contractor to comply with the Transition Plan Requirements and adhere to the Transition Project Schedule shall constitute a breach of the Contract and additional penalties may apply.

2. Work Execution During Transition of Services:

Throughout the transition of Services, from Contractor to the Department and/or a succeeding contractor, Contractor will continue to perform Services in accordance with the terms of the Contract. The Contractor's management team will ensure the Contractor's employees work alongside Department staff to guarantee all tasks and deliverables are met in accordance with the Department's expectations.

3. Contractor Administrator Support:

In the event of transition of Services from Contractor to the Department and/or a succeeding contractor, the Contractor will continue to provide prompt, knowledgeable and consistently accurate Services to the Department and the payroll processing centers. The Contractor will continue to maintain and support the dedicated email boxes and phone numbers for the Department and payroll processing center personnel until the Department's acceptance of transition completion per paragraph 16. The Contractor will provide sufficient experienced transition personnel to ensure that the Services are transitioned at the Department's required level of quality and proficiently.

4. Data Transfer:

In the event of transition of Services from Contractor to the Department and/or a succeeding contractor, the Department will coordinate at least one meeting between the Contractor and succeeding contractor. Contractor's transition lead and any other pertinent staff will be required to attend. This teleconference or in person meeting will be completed on a date specified by the Department and will focus on data transfer, including but not limited:

- Dates of coverage for Continuants
- Members/dependents in the process of long-term dental procedures
- Members name
- Member status (Active, Continuant, Retired, ect.)

All administrative reports, data files, and source documents that are specific to the Department are the property of the Department. The Contractor will provide the Department with all administrative reports, data files and source documents requested by the Department by the due date specified by the Department.

All Contractor personnel will work alongside Department staff, payroll processing center staff, and/or succeeding contractor counterparts throughout the transition in order to ensure a seamless transition. The Contractor's transition lead and Department staff will meet throughout the transition. The Contractor recognizes that the Services under the Contract are vital to the Department and must be continued without interruption and that, upon Contract termination, a successor, either the Department and/or a succeeding contractor, may continue the Services. The Contractor agrees to exercise its best efforts and cooperation to ensure an orderly, efficient and seamless transition.

5. Data Warehouse Data Submission Requirements:

In the event of transition of Services from Contractor to the Department and/or a succeeding contractor, the Contractor shall cooperate with the Department's data warehouse by submitting all data collected through June 1, 2022. The data to be submitted is covered in the Third-Party Administration of Dental Benefits Contract, Contract ETE0020, Amendment #3, Section 5.6, dated March 14, 2018.

6. Property Transition:

All manuals, guides, brochures, flyers and source documents that are customized for the Department are the property of the Department. The Contractor will provide the Department with all manuals, guides, brochures, fliers and source documents requested by the Department, in the format specified by the Department, by the date specified by the Department.

7. Performance Standards and Guarantees:

The Contractor agrees to the Department's Performance Standards and Guarantees. The Contractor will continue to adhere to the Department's Performance Standards and Guarantees until the Department accepts transition completion as described in paragraph 16.

8. Customer Service:

The Contractor will continue to maintain and support the dedicated customer services phone number for Department participants until the Department accepts transition completion. See Paragraph 16 herein "Acceptance of Transition Completion" section for more details. The Contractor will provide prompt, knowledgeable, consistently accurate customer service to the Department's participants. The Contractor will continue to audit and measure the Contractor's customer service department on a quarterly basis for 6 months from the Contract termination date to ensure the services provided to

the Department's participants meets the Department's quality of services expectations. After 6 months from the Contract termination date, the Contractor will provide customer service to Department participants, as necessary for inquiries, disputes, escalations, complaints, or appeals for at least two (2) years from the Contract termination date.

9. Communication:

The Contractor recognizes that communication to Department staff, payroll processing staff, employer benefit staff, and participants is vital to a seamless transition. The Department will determine the information to be communicated, audience, frequency, date(s), and delivery method of the communications.

The Contractor will provide communication(s) as specified by the Department at no additional cost to the Department until the Department's accepts transition completion. See Paragraph 16 herein "Acceptance of Transition Completion" section for more details.

10. Member Grievances:

Any member grievances about benefits or claims arising under the terms, conditions, and provision of the Contract shall first be submitted for resolution through the Contractor's internal grievance process and may then, if necessary be submitted to the Department.

11. Claims Processing:

The Contractor Agrees to administer run-out claims through the run-out period, January 1, 2022 through March 31, 2022 (the "run-out period") in accordance with the terms of the Contract. "Run-out claims" means claims with dates of service prior to January 1, 2022. The Contractor will process claims and provide reimbursements for approved claims submitted on or before March 31, 2022 for services incurred between January 1, 2021 to December 31, 2021.

The Department and the Contractor will agree on a processing freeze date. The Contractor will not process any enrollments, contributions, claims or adjustments, from the processing freeze date and beyond unless approved or directed by the Department. Any claims processed after the processing freeze date, not previously approved by the Department, will be the financial responsibility of the Contractor.

12. Data and Financial Reconciliation Audit:

In the event of transition of Services from Contractor to the Department and/or a succeeding contractor, the Contractor will assist the Department in completing a fully reconciled audit by the date determined by the Department of data and financial information transferred from the Contractor to the Department and/or succeeding contractor to ensure all data and financial information transferred over successfully without errors. The contractor will provide the Department with audit specifications, audit results, and a written statement that all data and financial information was transferred over successfully without errors by the date determined by the Department. Any Contractor errors identified after the Contractor has completed the full reconciliation audit will be the financial responsibility of the Contractor.

The Department will charge the Contractor a penalty of one thousand dollars (\$1,000) per day for each day the deliverable(s) in this section is not met.

13. Audit:

The Contractor agrees to comply with the Department (including the Office of Internal Audit), the independent contract compliance auditor, and the Legislative Audit Bureau on any 2016 through 2021 plan year request made according to the terms of the Contract.

The Contractor will implement agreed upon actions arising from any findings and/or recommendations identified in a SOC Report(s), Contract Compliance Audit, Department Internal Audit, and Legislative Audit Bureau audit. The agreed upon actions will be completed timely, according to the timeline established by the Department. The Department will charge the Contractor a penalty of one thousand dollars (\$1,000) per day for each day the deliverable(s) in this section is not met.

14. Subcontractors:

The Contractor shall not subcontract any of its responsibilities under the Contract without the prior written consent of the Department. The Department's consent will not be unreasonably denied or delayed.

15. Amounts Owed By Contractor:

Contractor will pay the Department all funds and penalties owed to the Department within thirty (30) calendar days from the date of the Department's notification to Contractor that funds or penalty fees are owed. The Contractor has thirty (30) calendar days to document any dispute of amounts owed. After thirty (30) days, the Department may collect owed funds or penalty fees by deducting the amount from payments owed to the Contractor.

16. Acceptance of Transition Completion:

In the event of transition of Services from Contractor to the Department and/or a succeeding contractor, the Department will determine when the transition by Contractor is completed and will provide a formal acceptance indicating such. To do this, the Department will review the requirements in the agreed upon Transition Plan and the transition project schedule to determine if all activities associated with the transition have been completed. The Department will also meet with the Contractor's transition lead to ensure that all concerns and issues have been met and addressed appropriately. Once the Department has formally accepted the transition, the Department will sign an acceptance of transition document indicating the transition has been completed to the Department's satisfaction.

Exhibit B
State of Wisconsin Department of Employee Trust Funds
Service Guarantees
January 1, 2020 – December 31, 2021

Category	Measure	Target	Definition	Delta Dental Fees at Risk
Financial payment accuracy	Accuracy of paid benefit dollars	>99.0%	Calculated as the total amount of claim dollars paid correctly, divided by the total claim dollars paid, expressed as a percentage.	1%
Claim processing accuracy	Incidence of claims processed without any error	>97.0%	Calculated as the total number of claims processed correctly divided by the total number of claims processed. Processed is defined as the handling of a claim by paying, denying or closing it through a request for additional information. The claims processing accuracy measure recognizes all claim errors, not just errors that result in an under or over payment.	1%
Turnaround time	The timeliness of claims processing	>90% in 14 calendar days	TAT is measured from the date a claim is received to the date it is adjudicated (paid, denied or pended.)	1%
		>99% in 30 calendar days		1%
Call answered rate	The timeliness of customer service call answer	<35 seconds	The average time for connection of a phone inquiry to a Customer Experience Specialist. The average speed of answer is calculated as the total elapsed seconds divided by the total number of calls.	1%
Call abandonment rate	The percentage of calls that are abandoned before answer	Abandoned phone call rate is at 3% or less.	Percentage of calls that reach Delta Dental and are placed in enrollee services queue, but are not answered because caller hangs up before a customer service representative becomes available. Any calls that abandon within 10 seconds of being placed in queue need not be counted. Calculated as the number of calls in enrollee services queue that are abandoned divided by the number of calls placed in queue. Note: Calls that are answered by automated responses (such as claim status and eligibility) are not to be included in the count of calls that reach the facility and are placed in queue.	1%
First call resolution		Service issues resolved on first phone call 98% of the time.	First call resolution will be measured quarterly and is defined as a call that is resolved during or after the call is received, and does not result in a follow-up call from the member or the contractor regarding the same issue within thirty (30) Calendar Days of the first call.	1%

Please note: An aggregate maximum of 10% penalty is available based on annual performance guarantees.

Metrics will be reported on an actual quarter by quarter basis, with a full year report after the end of the year. Penalties will be calculated and paid quarterly.

Category	Measure	Target	Definition	Delta Dental Fees at Risk
Response to Written Inquiry		Response to written communication averages three (3) Business Days or less.	The average time it takes to respond to written inquiries. Measured from the time a written inquiry is received until the inquiry is handled.	1%
Quality Assurance Review		At least 5% of calls are reviewed for accuracy and quality. This must be completed on a quarterly basis and reported to the State of Wisconsin.	The percentage of phone calls which are reviewed by leadership staff (lead worker, supervisor, manager, etc.) to ensure accurate information was given to State of Wisconsin members and appropriate coaching and training is given to any customer service representatives who fail to accurately respond to member inquiries or concerns. Calculated by taking # of calls monitored divided by total number of calls received for the State of Wisconsin queue.	1%

Please Note: An aggregate maximum of 10% penalty is available based on annual performance guarantees.

Metrics will be reported on an actual quarter by quarter basis, with a full year report after the end of the year. Penalties will be calculated and paid quarterly.

Category	Measure	Target	Definition	Delta Dental Fees at Risk
Member satisfaction		>80%	The percent of responses to the member satisfaction survey indicating either satisfied or very satisfied.	1%
Member Complaint Rate		Less than 2% of members file complaints	Percent of incoming calls from members, or from others on behalf of a member, which are indicating unsatisfactory or unacceptable service or situations. Number of dissatisfied callers divided by the total number of calls received for the State of Wisconsin queue.	1%
Response to Formal Complaint Rate		Average time to respond to complaints is one (1) Business Day or less. Proposed resolution to be shared with ETF within three (3) Business Days.	The average time it takes to respond to complaints. If the complaint is written, phone or e-mail contact acknowledging receipt of the complaint must be attempted within one (1) Business Day of receipt of the complaint. Final resolution must be shared with ETF and complainant within three (3) Business Days of the initial complaint. Measured from the time a formal complaint is received until the inquiry is handled.	1%
Website Availability		Delta Dental's website cannot be unavailable for full participant access for more than 6 non-peak hours per month.	The amount of time that Delta Dental's website is unavailable in a given month must not exceed 6 non-peak hours. Total time in minutes that the website is unavailable.	1%

Please Note: An aggregate maximum of 10% penalty is available based on annual performance guarantees.

Metrics will be reported on an actual quarter by quarter basis, with a full year report after the end of the year. Penalties will be calculated and paid quarterly.

Category	Measure	Target	Definition	Delta Dental Fees at Risk																					
Network Utilization	Delta Dental will guarantee a minimal level of "In-Network" utilization. "In-Network" is defined as both the Delta Dental Premier and Delta Dental PPO networks.	90% or higher	Delta Dental is the only dental carrier that offers ETF a managed fee-for-service network that provides a "safety net" of protection for enrollees who do not go to PPO network dentists. As a result, ETF will realize far greater network utilization with Delta Dental than it would with any other dental carrier's PPO-only solution. The guarantee will apply to all ETF participants. The measurement tool will be the ratio of in-network paid claim dollars over total paid claim dollars for the duration of the initial contract term. Parameters will be as follows:	<p>IN-NETWORK UTILIZATION (BASED ON PPO AND PREMIER)</p> <table border="0"> <tr> <td>Utilization Level</td> <td>Admin.</td> </tr> <tr> <td>In-Network</td> <td>At Risk</td> </tr> <tr> <td>90% or higher</td> <td>N/A</td> </tr> <tr> <td>88% to 89.9%</td> <td>\$0.03 pepm</td> </tr> <tr> <td>86% to 87.9%</td> <td>\$0.05 pepm</td> </tr> <tr> <td>84% to 85.9%</td> <td>\$0.08 pepm</td> </tr> <tr> <td>Below 84%</td> <td>\$0.10 pepm</td> </tr> </table>	Utilization Level	Admin.	In-Network	At Risk	90% or higher	N/A	88% to 89.9%	\$0.03 pepm	86% to 87.9%	\$0.05 pepm	84% to 85.9%	\$0.08 pepm	Below 84%	\$0.10 pepm							
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Claim Cost	Delta Dental is the only dental carrier that offers ETF a managed fee-for-service network that provides a "safety net" of protection for enrollees who do not go to PPO network dentists. As a result, ETF will realize far greater network utilization and savings with Delta Dental than it would with any other dental carrier's PPO-only solution.	Target not required in Year 3	Claim cost guarantee assumes the benefit plan design outlined in the current Uniform dental benefits. The claim cost guarantee is in effect only if there have been no material changes in number of covered employees, location and enrollment mix of subscribers. Material change is defined as plus or minus 10% of covered employees, new locations added to the plan, or a change in enrollment mix of plus or minus 5%.	<p>CLAIMS COST PEPM</p> <p>YEAR 1: BEST ESTIMATE \$49.00</p> <p>2% MARGIN: \$50.00</p> <p>YEAR 2: BEST ESTIMATE: \$50.50</p> <p>2% MARGIN: \$51.50</p> <table border="0"> <tr> <td>Claims PEPM *</td> <td>Admin.</td> <td>At Risk</td> </tr> <tr> <td>YEAR 1</td> <td>YEAR 2</td> <td></td> </tr> <tr> <td>\$50.00 or less</td> <td>\$51.50 or less</td> <td>N/A</td> </tr> <tr> <td>\$50.01 - \$51.00</td> <td>\$51.51 - \$52.53</td> <td>\$.03 pepm</td> </tr> <tr> <td>\$51.01 - \$52.02</td> <td>\$52.54 - \$53.58</td> <td>\$.06 pepm</td> </tr> <tr> <td>\$52.03 - \$53.06</td> <td>\$53.59 - \$54.66</td> <td>\$.08 pepm</td> </tr> <tr> <td>\$53.07 or higher</td> <td>\$54.67 or higher</td> <td>\$.10 pepm</td> </tr> </table> <p>* Claim cost estimates include a 2% margin over trended group claims.</p> <p>OR:</p> <p>Year 2 is 3% Trend and 2% Margin over Year 1 Actual</p>	Claims PEPM *	Admin.	At Risk	YEAR 1	YEAR 2		\$50.00 or less	\$51.50 or less	N/A	\$50.01 - \$51.00	\$51.51 - \$52.53	\$.03 pepm	\$51.01 - \$52.02	\$52.54 - \$53.58	\$.06 pepm	\$52.03 - \$53.06	\$53.59 - \$54.66	\$.08 pepm	\$53.07 or higher	\$54.67 or higher	\$.10 pepm
Claims PEPM *	Admin.	At Risk																							
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