To participate in this procurement and submit a proposal to this RFP, follow the process below: Go to http://www.proposaltech.com/home/app.php/register.

Enter Bidder's email address into the field provided. No registration code is necessary. Click "Begin Registration." If Bidder has already had an account with Proposal Tech, it will be listed on the registration page, if Bidder does not, it will be asked to provide company information. Once Bidder's account has been confirmed, check the appropriate box for the RFP Bidder is registering for and click the "Register" button. An invitation will be emailed to Bidder within fifteen minutes. If Bidder has any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84.

1 REQUEST FOR PROPOSAL INTRODUCTION

1.1 The Connecticut TRB Teachers' Retirement Board ("the TRB") is conducting an active search of the marketplace for service providers that can partner with the TRB to provide dental benefits for approximately 31,400 Medicare Retirees and Medicare spouses on a self-funded basis, effective January 1, 2025.

The TRB will not entertain receiving intermediated proposals and will only consider proposals from licensed insurers and their full-time employees doing business in the State of Connecticut. The TRB requires that services are marketed every three to five years to ensure the best products and services are made available at the most competitive price.

All bidders must provide services in all fifty States and US territories.

Through the issuance of this Request for Proposal (RFP), the TRB is soliciting proposals from qualified vendors that can provide the services listed herein. If interested and able to meet the requirements described in this RFP, the TRB appreciates and welcomes your offer.

The TRB reserves the right to award any service in whole or in part, if proposals demonstrate that doing so would be in the TRB's best interest. The TRB also reserves the right to issue multiple awards, no award, cancel, or alter the procurement at any time. In addition, the TRB reserves the right to extend the proposed RFP period, if needed. Proposals provided in response to this RFP must comply with the submittal requirements set forth in later sections, including all forms and certifications, and will be evaluated in accordance with the criteria and procedures described herein. Based upon the results of the evaluation, the TRB will award the contract(s) to the most advantageous Vendor(s), based on cost and the technical evaluation factors in the RFP. Proposals containing the lowest cost will not necessarily be awarded as the TRB recognizes that factors other than costs are important to the ultimate selection of the provider. Any contract awarded hereunder shall be subject to the approval of the Office of the Attorney General in accordance with applicable State laws and regulations.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms contained in the solicitation package must be completed in full and submitted along with the Responses to RFP Sections 1-4, which combined, will constitute the offer. This RFP and your response, including all subsequent documents provided during this RFP process, will become part of the contract terms and policy between the parties.

The TRB has retained Segal to assist in the evaluation of the proposals for responsiveness to the RFP and to review such proposals with them. Each proposal shall be evaluated in accordance with the factors listed in Section 1.10 Evaluation of Proposals.

Currently, TRB offers a self-funded DPPO plan through Cigna. The Dental contract expires on December 31, 2024. TRB is seeking plans that will match the proposed benefit designs and provide high quality service to its covered members through a network of providers.

This RFP requests proposals for dental benefits only. Medical and pharmacy benefits are not part of this RFP. The TRB requests that you provide projected claims and fees separately for each benefit described below.

Entities responding to this RFP should also note that TRB is requiring access to certain information and monthly claims data must be provided to its healthcare consultants as may be required for the administration of the plan. Submission of your proposal will acknowledge acceptance of these requirements. The financial requirements include initial and renewal pricing and projection controls.

All Vendors must meet the General Proposal Conditions set forth in this RFP. Vendors are asked to respond only to the specific questions asked.

The current administration fees are not being released at this time.

Background

TRB is a governmental pension plan with approximately 52,700 active members, 16,550 inactive members, 38,000 retired members and beneficiaries, 250 disabled, 1,700 continuances, 320 QDRO and 500 persons receiving monthly survivor benefits.

TRB is governed by Chapter 167a of the Connecticut General Statutes as amended through the 2023 session of the TRB Legislature. The System is administered by the TRB, located in Hartford, CT. The TRB consists of sixteen members: four elected active teacher members, four elected retired teacher members, the Commissioner of the Department of Education, the TRB Treasurer, the Secretary of the Office of Policy and Management and five public members appointed by the Governor. All TRB members serve without pay but are reimbursed for necessary expenses. A subcommittee of the Board will review the responses to the RFP and make a recommendation of a firm(s) to the full Board. Upon Board approval, contract negotiations and execution will commence according to the State of Connecticut procurement policies and procedures. The Chief Administrative Officer is Helen Sullivan, who directs all activities of the system.

The TRB sponsors Medical, Pharmacy and Dental insurance programs for any member who is receiving retirement benefits or a disability allowance from the system, the spouse or surviving spouse of such member, or a disabled dependent of such member is there is no spouse or surviving spouse, and who are participating in Medicare Part A hospital insurance and Medicare Part B medical insurance.

Members pay the full cost of the Dental plan; TRB is responsible for collecting the premium from the members. Members enrolled after 2007 are required to purchase the complete benefit package that includes dental. Those members who enrolled prior to 2007 have the option to purchase dental during the annual enrollment period. If they elect to do so, they are not eligible to opt out of dental during any future open enrollment period. There are approximately 1,100 members enrolled prior to 2015 grandfathered in the program without dental. As of January 1, 2023, members were given a **one-time** option to drop the dental plan and all new members now have the option to waive the dental plan. If they elect to do so, they may not purchase the dental plan anytime in the future. Sixty-five (65) members dropped the dental plan as of January 1, 2024.

1.2 Current Dental Plans:

The **current dental plan** is summarized here:

Shared Deductible (in and out of network): \$50 all services

Calendar Year Maximum: \$2,500
Class I services coverage: 100%
Class II services coverage: 80%
Class III services coverage: 50%
Orthodontia: No coverage

Dental implants: No coverage

• Out of network maximum reimbursable charge: 80th percentile

In addition, the TRB is requesting that all bidders provide pricing for an **additional dental plan described below** that TRB <u>may</u> offer as a buy-down option. The buy-down dental plan would match the current plan in services covered but with the following alternative cost shares:

• Shared Deductible (in and out of network): \$50 all services

Calendar Year Maximum: \$1,000
Class I services coverage: 100%
Class II services coverage: 70%
Class III services coverage: 50%
Orthodontia: No coverage

• Dental implants: No coverage

• Out of network maximum reimbursable charge: 80th percentile

Plan Enhancement Considerations: The TRB is also requesting that bidders provide a percentage claims cost increment, for each of the following alternatives to the Current Dental plan:

- Current dental plan with calendar year annual maximum increased from \$2,500 to \$3,000
- Current dental plan with dental implants covered as a Class III service and dental implants apply to \$2,500 calendar year maximum
- Current dental plan with dental implants covered as a Class III service and dental implants do not apply to \$2,500 calendar year maximum (i.e., there is no dollar maximum on dental implants)
- Current dental plan with (1) calendar year annual maximum increased from \$2,500 to \$3,000 and (2) dental implants covered as a Class III service and dental implants apply to \$3,000 calendar year maximum
- Current dental plan with (1) calendar year annual maximum increased from \$2,500 to \$3,000 and (2) dental implants covered as a Class III service and dental implants do not apply to \$3,000 calendar year maximum (i.e., there is no dollar maximum on dental implants)

OTHER INFORMATION

Other documents and information that may be helpful in preparing your proposal may be accessed via the Internet: https://portal.ct.gov/TRB

1.3 RFP Objective

The objective of this RFP is to obtain bids for dental plans that duplicate the current dental benefit (as well as a potential buy-down plan and dental implant benefit enhancements) in a cost-effective manner, provide and match the requested benefit designs, and provide high quality service through a robust network of providers.

1.4 Planned Schedule of RFP Activities

It is the TRB's intention to comply with the following schedule:

| Date | Activity | |
|---|-------------|--|
| January 31, 2024 | Release RFP | |
| February 7, 2024 Intent to Respond Form and NDA Deadline by 2:00 PM EST | | |

| February 13 2024 | Bidder Question Deadline by 2:00 PM EST |
|----------------------|---|
| February 20, 2024 | Bidder Questions Answered |
| February 29, 2024 | Electronic Proposals Posted to Proposal Tech by 2:00 PM EST |
| Week of May 5, 2024 | Finalist Interviews (if Necessary) |
| Week of May 12, 2024 | Best and Final Offer |
| June 2024 | Contract Awarded |
| July 2024 | Begin Implementation |
| January 1, 2025 | Effective Date for Contract |

- These dates represent a tentative schedule of events. The TRB reserves the right to modify these dates at any time, with appropriate notice to prospective bidders.
- This RFP does not commit the TRB to award a contract. The TRB reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.
- The TRB may revise and amend the RFP prior to the due date for the proposal. If, in the opinion of the TRB, revisions or amendments will require substantive changes in proposals, the due date may be extended.
- The TRB reserves the right to reject any and all proposals received, for specific reasons, which include, but are not limited to, non-compliance with RFP requirements.
- Responses to this RFP will be the primary source of information used in the evaluation process. Each bidder is requested and advised to be as complete as possible in its response. The TRB reserves the right to contact any bidder to clarify any response or make a presentation.

1.5 Instructions for Submitting Offers

Detailed instructions for the completion and submission of your proposal will be found in the electronic RFP (eRFP) on ProposalTech. ProposalTech will be available to assist you with technical aspects of utilizing the system.

All sections must be answered completely and as outlined in the RFP, using ProposalTech. It is not acceptable to use the term "See Attached" as a response to any of the questions, fee quotation forms, plan or network comparisons. Such a response may jeopardize your chances for consideration.

Final submissions must be posted with ProposalTech at www.proposaltech.com before the due date and time cited. Access to the eRFP will be locked after that time. Bidders will not be able to post or change their responses. Late proposals will not be considered.

The TRB reserves the right to ask bidders follow-up questions through ProposalTech as may be necessary to fully evaluate bidder capabilities.

1.6 Intent to Respond

By February 7, 2024, please email the Intent to Respond form to the solicitation contact, Ms. Terry DeMattie, using the instructions provided below and TRB whether you intend to bid. The Intent to Respond form is posted to ProposalTech.

Instructions for submission: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (Terry DeMattie) to send to. Once your

attachment is uploaded, be sure to check the box to include your attachment with the email and then click "Send."

Single, Radio group.

1: Completed and sent via the instructions above,

2: Not provided

Attached Document(s): A - Intent to Respond Form.docx

1.7 Non-Disclosure Agreement (NDA)

Upon receipt of the "Intent to Respond" form, Segal will check to see if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in our system. No data will be issued without first having a signed NDA/Confidentiality Agreement on file.

If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested Vendor for signature. Verbiage is non-negotiable. Upon receipt of the newly signed NDA, or confirmation of an existing NDA on file, Segal will establish a secure workspace and upload the data file(s). A system-generated email will be sent to the Vendor's designated data recipient, containing a link to instructions for accessing the workspace.

1.8 Bidder Questions

Any questions regarding content should be submitted using the "Ask Questions" feature on the main RFP page by the deadline of **2:00 P.M. (EST) on February 13, 2024**. Questions from any bidder that is considering a response to this RFP will be answered. Questions via email or telephone will <u>not</u> be accepted. The TRB reserves the right to provide a combined answer to similar questions. Any and all questions and answers to this RFP will be posted by **February 20, 2024,** on ProposalTech and the TRB website at https://portal.ct.gov/trb

Questions regarding technical issues with the website should be directed to ProposalTech, by calling (877) 211-8316, ext. #4, and asking for support.

1.9 Proposal Submission

All electronic proposals must be uploaded to ProposalTech by 2:00 P.M. (EST), February 29, 2024, in order to be considered. Proposals posted later than the time and date specified will not be considered. If you choose not to offer a proposal, please confirm this in writing with the specific reasons for your declination.

Confidential Responses: The identification of confidential responses has been turned on for this RFP. If you feel that a response to a question contains proprietary/confidential information, click the "Disclosure" tab located underneath the question and check the box for "Exemption from Disclosure." Provide a reason for the exemption in the text field provided. If you do not provide a reason for exemption, the question will not be considered answered. **DO NOT** make every response confidential, but only select those responses that contain information that is truly confidential. If you have any questions regarding this process, please contact Proposal Tech Support at 877-211-8316 x84. Thank you.

1.10 Evaluation of Proposals

Note: These are not listed in order of importance.

- 1. Conformity with specifications.
- 2. Willingness to accept the terms and conditions of the State's proposed contract.
- 3. Demonstration of Vendor's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
- 4. Vendor's experience with and ability to provide required services.
- 5. Availability and competence of personnel and evidence of appropriate staffing and training.
- 6. Sufficiency of Eligibility Management, Payment and Billing Systems, Customer Service, Flexibility, References, Reporting Capability, Member Services, and Quality Assurance Programs.
- 7. Information Services and Reporting: Ability to exchange data with TRB's healthcare consultant availability of standard reports and ad hoc reporting functionality.
- 8. Implementation and Communications Plan (workability of transition and implementation schedule; efficiency and fairness of appeals process, sufficiency of member communication programs and systems, distribution of benefit descriptions, educational materials etc.
- 9. Proposed Pricing Plan costs as measured by PMPM, Member out of pocket costs as measured by PMPM, Administrative fees/costs, Fees at risk
- 10. Adequacy of bidder's network with comprehensive access to dental providers (sufficient coverage by general, specialist and orthodontia dentists, average wait times for appointments, number of providers accepting new patients, willingness to expand network, as needed).
- 11. Plans to expand the network
- 12. Percentage plan member claims submitted from providers who are presently "in-network"
- 13. Contractor's intervention strategies to address social determinants that may inhibit or limit the ability of membership to address health needs.

1.11 Contract Period

The TRB is seeking a contract-effective date commencing January 1, 2025. Self-funded proposals should include fees that are guaranteed for a period of no less than three-years beginning January 1, 2025, through December 31, 2027. Your self-funded proposal should provide pricing guarantees for three-years, with the potential for two one-year extensions. The template that should be used for your financial terms is attached to this RFP.

1.12 Restriction on Contact with TRB Personnel

Except as called for in this RFP, from the date of release of this RFP until the right to negotiate a contract is awarded as a result of this RFP, any communications with personnel employed by the TRB, members of the Board, and RFP committee members about the RFP until selection of the successor bidders are prohibited. All communications must be directed to Segal. For violation of this provision, the TRB reserves the right to reject the proposal of the violator.

1.13 Publication of RFP

Consistent with State of Connecticut purchasing requirements, this RFP is being listed on the TRB's procurement/contractor portal on the State of CT Department of Administrative Services website, https://portal.ct.gov/DAS/CTSource/Registration, as well as on the agency's website at https://portal.ct.gov/TRB.

1.14 Conflict of Interest

The Vendor shall certify in writing that no relationship exists between the Vendor and the State of Connecticut that interferes with fair competition or is a conflict of interest, and no relationship exists between the Vendor and another person or organization that constitutes a conflict of interest with respect to any State contract. Any successful Vendor must execute a contract and grant disclosure and certification form.

The Vendor shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Vendor shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

A Vendor that is awarded all or part of the RFP is required to comply with the State of Connecticut Code of Ethics. More information can be found in the Contractors Guide to the Code of Ethics, https://portal.ct.gov/-/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf.

1.15 Governing Law

The contract shall be governed in all respects by the laws of the State of Connecticut.

1.16 Verification of Accuracy

- 1. Your response must designate the individual responsible for coordinating proposal responses and for binding the company to the responses to this RFP.
- 2. Your response must designate proposer's Dental Director or Chief Dental Officer.

| | D | D1 -1 D:1 /Ch: - C D1 -1 O(C: |
|---------|-------------------------------|--------------------------------------|
| | Proposal Response Coordinator | Dental Director/Chief Dental Officer |
| Name | 20 words. | 20 words. |
| Phone # | 20 words. | 20 words. |
| E-mail | 20 words. | N/A |
| Company | 20 words. | N/A |
| Title | 20 words. | 20 words. |

1.17 General Terms and Conditions

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

- Equal Opportunity and Affirmative Action. The State of CT is an Equal Opportunity and Affirmative
 Action employer and does not discriminate in its hiring, employment, or business practices. The State
 is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and applicable State
 laws and does not discriminate on the basis of disability in admission to, access to, or operation of its
 programs, services, or activities.
- 2. **Preparation Expenses.** Neither the TRB nor the State shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. **Exclusion of Taxes.** The TRB is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

- 5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, The TRB may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by The TRB, and at the proposer's expense.
- 6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the TRB. TRB may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected, and a place provided by the TRB. At its sole discretion, the TRB may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. **Presentation of Supporting Evidence.** If requested by the TRB, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The TRB may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, The TRB may also check or contact any reference provided by the proposer.
- 8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the TRB or the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the TRB and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The TRB shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by The TRB and, if required by the Attorney General's Office.

Contractors responding to this RFP must be willing to adhere to the following conditions and must affirm TRB their adherence to these requirements with a transmittal letter appended to their proposal response.

- Acceptance or Rejection by the State—The State reserves the right to accept or reject any or all
 proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for
 submission has passed. By responding to this procurement, applicants agree to accept the
 Comptroller's determinations as final.
- 10. **Conformance with Statutes**—Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the federal government.
- 11. Ownership of Proposals— All proposals submitted in response to this RFP are to be the sole property of the State of Connecticut and will be subject to the applicable Freedom of Information provisions starting at Section §§1-200 of the Connecticut General Statutes. In addition to the completed response, any proposer that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must mark such materials as "CONFIDENTIAL" within Proposal Tech which may be disclosed without objection in the event a FOI request is made for its proposal. Failure to clearly mark materials as "CONFIDENTIAL" may result in the release of the RFP response on file with the TRB at the time such FOI request is made.
- 12. **Ownership of Subsequent Products**—Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.
- 13. **Communication Blackout Period**—Except as called for in this RFP, contractors may not communicate about the RFP with the TRB or members of its Board until the successful bidder(s) are selected. No Contractor or Contractor's representative may contact an employee of the TRB or member of

- the Board or their representatives regarding their proposal until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.
- 14. **Notice of Intent to Respond**—The notice of Intent to Respond will be due to Terry DeMattie by 2:00 P.M. on February 7, 2024, via the ProposalTech system as described above in Section 1.5. In the notice, the Contractor must provide an email address to receive information about the RFP process, including data, answers to questions submitted by other potential contractors, requests for clarification and other matters about the selection process.
- 15. **Availability of Work Papers**—All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.
- 16. **Timing and Sequence**—All timing and sequence of events resulting from this RFP will ultimately be determined by the State. Late responses may or may not be considered, and it will be left to the TRB's discretion whether to accept or reject late responses.
- 17. **Stability of Proposed Prices**—Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.
- 18. **Oral Agreements**—Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
- 19. **Amending or Canceling Requests**—The TRB reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the TRB.
- 20. **Rejection for Default or Misrepresentation**—The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.
- 21. **Rejection of Qualified Proposals**—Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 22. **Collusion**—By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.
- 23. **Conformance to Instructions**—All responses to the RFP must conform to the instructions herein. Failure to provide any required information, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- 24. **Appearances**—In some cases, Contractors may be asked to appear to give demonstrations, interviews, presentations or further explanation to the RFP's screening committee.
- 25. **Standard Contract and Conditions**—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions. Attachment B.
- 26. **Entire Agreement**—The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the TRB and by the Office of the Attorney General. The contract may only be amended by means of a written signed agreement by the State, the Contractor, and the Office of the Attorney General.
- 27. **Rights Reserved to the State**—the State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the State's "standard contract" terms]:

Part I of the standard contract will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract.

Part II of the standard contract includes the mandatory terms and conditions, may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

1.19 Assurances

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

- **1.19.1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- **1.19.2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
- **1.19.3.** Competitors. The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- **1.19.4. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.
- **1.19.5. Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

1.20 Additional Procurement Requirements

The Connecticut Department of Administrative Services ("DAS") has implemented a requirement that all firms seeking to do business with the State of Connecticut must register their business on CTSource.

Registering with the State Contracting Portal. Respondents must register with the State of Connecticut contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.

- Secretary of State recognition Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1): OPM Ethics Form

Firms will have the ability to view, verify and update their information by logging in to their CTSource account, prior to submitting responses to an RFP.

The guide to using CTSource appears at https://portal.ct.gov/-/media/DAS/CTSource/Documents/CTsource-Supplier-Registration-Portal-User-Guide-Final.pdf.

If you experience difficulty establishing your firm's account, please call DAS at 860-713-5095 or send an email to das.ctsource@ct.gov.

If you have difficult accessing your CTSource account call 1-866-889-8533 or email <u>webprocure-support@proactis.com</u>.

The OPM Ethics Form,): <u>OPM Ethics Form</u> must be signed, dated, notarized, and uploaded to CTSource in accordance with the instructions on page 23 of the User Guide:

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV GID=1806

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at:

NotificationtoBidderspdf.pdf (ct.gov) You must complete the Bidder Contract Compliance Monitoring Report and upload it to CTSource. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site under "Contract Compliance."

Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to CTSource. If not, please explain.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, explain: [100 words]

1.21 Rights Reserved to the State

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

- **1.21.1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the TRB.
- **1.21.2. Amending or Canceling RFP.** TRB reserves the right to amend or cancel this RFP on any date and at any time, if the TRB deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- **1.20.3.** No Acceptable Proposals. In the event that no acceptable proposals are submitted in response to this RFP, The TRB may reopen the procurement process, if it is determined to be in the best interests of the State.
- **1.21.4. Award and Rejection of Proposals.** The TRB reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The TRB may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the TRB will be served. The TRB reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- **1.21.5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- **1.21.6. Contract Negotiation.** The TRB reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The TRB further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the TRB may seek Best and Final Offers (BAFO) on cost from proposers. The TRB may set parameters on any BAFOs received.
- **1.21.7.** Clerical Errors in Award. The TRB reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the proposer.
- **1.21.8. Key Personnel.** When the State is the sole funder of a purchased service, TRB reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The TRB also reserves the right to approve replacements for key personnel who have terminated employment. The TRB further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the TRB.

1.22 Statutory and Regulatory Compliance

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1.22.1. Freedom of Information, C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, and identifies the applicable exemptions from the state FOI Act, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek

a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

- **1.22.2.** Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- **1.22.3.** Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements Representation, C.G.S. § 4a-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.
- **1.22.4.** Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf
- **1.22.5. Gifts, Conn.Gen.Stat. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition

- on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person. Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
- **1.22.6** Iran Energy Investment Certification C.G.S. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.
- **1.22.7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with written representation in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
- **1.22.8.** Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

1.23 Standard Contract Terms and Conditions

Be advised that the State has certain contract requirements. Contractors responding to this RFP must be willing to adhere to the following contract requirements and must affirmatively state their adherence to these terms and conditions with a transmittal letter appended to their proposal response.

The Contractor must agree that the contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. Under no circumstances may a State of Connecticut contract contain limited liability and/or binding arbitration provisions. The State may not indemnify a Contractor or waive its sovereign immunity.

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this Agreement. If at any time the TRB in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, TRB reserves the right

to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to TRB to provide the services otherwise performable by the Contractor hereunder.

Contractor shall review any requests by TRB to reassign personnel/staff. In requesting such reassignment of personnel/staff, TRB shall give thirty days (30) notice to Contractor of TRB's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, the TRB may terminate this agreement by providing written notice.

Contractor shall advise the TRB promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees, which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence, the Contractor shall at all times assign competent personnel/staff to perform the services contracted for under this agreement.

2 DENTAL PLAN CONFIRMATIONS

Below are the specific confirmations for submitting a Dental proposal. By checking "Confirmed", Bidder represents the proposal submitted adheres to these confirmations, unless otherwise noted in the proposal. Failure to agree to any of these confirmations may result in disqualification of proposal. If a Bidder takes exception to any of these confirmations, it must be so noted in the Bid Exceptions and Deviations Form.[See B - Bid Exceptions and Deviations Form.docx] in their proposal response. These confirmations will also explicitly apply to any subcontractors used by the Vendor to deliver services to the TRB.

2.1 Confirm that you are licensed to do business in the State of Connecticut and that you must provide the requested services in all fifty States and US territories.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 2.2 Completion of this proposal confirms that you have reviewed ALL information provided with this Request for Proposal (RFP) and your ability to duplicate requested benefits and administrative requirements. If you are unable to meet ALL requirements, and/or are not able to fully comply with the specifications in this RFP, please list ALL explanations, limitations, exceptions, and deviations clearly in the Bid Exceptions and Deviations Form. If no variations are provided on this Form, it will be assumed that your organization can administer the current dental plan designs exactly as written in the plan design summaries.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, Bid Exceptions and Deviations Form attached

Attached Document(s): B - Bid Exceptions and Deviations Form.docx

2.3 Confirm that you will have certain providers removed from the Dental Network at the TRB's request for such instances as evidence of fraud, waste and abuse or placement on the Office of Inspector General (OIG) Exclusions List, evidence of poor member health outcomes/management, etc.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

2.4 Confirm that proposed fees include payment of "run out" claims at no extra charge. Run-out administration will be the responsibility of the then incumbent Administrator.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 2.5 Confirm that there will be no minimum participation requirements.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 2.6 Confirm you will comply with any independent auditing or claims review firm employed by TRB in providing required financial information, claim information and claim documents for claims audits and/or review.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 2.7 Confirm you agree to pay the TRB 100% of any overpayments made by the TRB as determined from an audit no later than 30 days after both parties have agreed to the recoveries, subject to a compounding interest penalty of 1% per month.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 2.8 Confirm that you will be responsible for defending any litigation concerning erroneous claims administration.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 2.9 The Vendor will be required to interface with the following organizations below. Confirm your agreement with details outlined in the table below.

| Organization | Description of Files | Frequency | File Format | Confirmation |
|---|--|-----------|------------------------------|--|
| TRB | Vendor will receive an initial full eligibility feed and eligibility updates (change file) | weekly | Maintenance transaction file | down list. |
| Segal (health care consultant, data management) | Vendor to provide monthly summary of claims and enrollment | Monthly | format | Compound, Pull-down list. 1: Confirmed, 2: Not confirmed, explain: [500 words] |

2.10 Confirm you will notify the TRB and each affected individual directly if a breach of unsecured protected health information is discovered, as required under the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and in accordance with the HIPAA/HITECH Comprehensive Final Rule.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

3 ADDITIONAL REQUIREMENTS

Below are additional requirements for submitting a Dental proposal. By checking "Confirmed", bidder represents the proposal submitted adheres to these requirements, unless otherwise noted in the proposal. Failure to agree to any of these requirements may result in disqualification of proposal. If a bidder takes exception to any of these requirements, it must be so noted in the Bid Exceptions and Deviations Document of their proposal response. These requirements will also explicitly apply to any subcontractors used by the Bidder to deliver services to the TRB.

3.1 General

3.1.1 Vendor will provide all labor, equipment, facilities, supplies, and services as needed/specified.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.2 Vendor must agree to administration of the plan(s) as mutually agreed to by the vendor and TRB, with final determination to be made by TRB. All operational aspects of the plan(s) must be clearly described and TRB must reserve the right to review and audit the operations of the plan(s).

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.3 Develop and maintain the benefit plan(s) providing benefits as specified by TRB. The benefit plans to be offered are described herein and on TRB's website at https://portal.ct.gov/TRB.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.4 Vendor must allow the TRB to test website structure, pages, and review and approve content for usability as determined by TRB; usability concerns must be resolved within two (2) business days.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.5 Vendor must agree that all data, records, files and other information relating to the plan(s) belong to the TRB and are subject to release to TRB if the contract is terminated.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.6 Vendor must provide a copy of their emergency operations/disaster recovery/business continuity/pandemic flu plan as part of their response to this RFP.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.7 Vendor must provide detailed information on insurance, bonding, and guarantees offered in the event of issues caused by loss of operations due to an emergency or disaster.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.8 Vendor must provide subrogation services.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.9 Vendor must disclose offshore relationships, if any.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.1.10 Vendor must receive prior approval for all communications to members. This includes all written website, electronic communication including, but not limited to, media advertising and regulatory mailings required under federal and/or TRB law. During open enrollment periods, all general media advertising in the State of Connecticut media markets must also be approved by the TRB. Failure to comply will result in a penalty payment of 0.50% of total expenses, no less than \$30,000 and no greater than \$100,000.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.2 On-line services/Functions

3.2.1 What on-line services/functions will be made available to the TRB?

| | Response |
|--------------------------------------|---|
| I. Claims Summary and Detail by Unit | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| II. Billing History | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| III. Provider Directory | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| IV. Enrollment Summary by Unit | Compound, Pull-down list. 1: Confirmed, |

| | 2: Not Confirmed, please explain: [500 words] |
|--|---|
| V. Dental Cost Tracker by Member | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| VI. Ability to Order New Member Materials | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| VII. Ability to Print Temporary ID Cards | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| VIII. Oral Health Topics/Information | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| IX. Benefit Plan Details | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| X. Standard and/or Ad Hoc Eligibility Reports by Unit | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |
| XI. Standard and/or Ad Hoc Dental Reports (e.g., utilization, claim, etc.) by Unit | Compound, Pull-down list. 1: Confirmed, 2: Not Confirmed, please explain: [500 words] |

3.3 Eligibility

3.3.1 Vendor must agree to accept and provide electronic data feeds in the appropriate HIPAA 834 format on a schedule determined by the TRB

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.3.2 Enrollment data that does not pass carrier system edits must either be corrected or bypassed by the carrier. The remaining data must be posted without delay. Issues related to errant data must be addressed with the TRB.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.3.3 Vendor must agree to the TRB-defined Eligibility Periods; award of this contract means that any eligible members will be eligible for coverage.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.3.4 The vendor must agree to process enrollment additions, changes and deletions correctly within seven (7) days of the creation date of the file or information provided by the TRB. The TRB will provide a weekly file to report any changes within their enrollment data (to be known as the Change File). This file will include additions, terminations, coverage class changes etc. Towards the end of each month, the TRB will provide a monthly file to report a snapshot of all current live enrollment data (to be known as the Full File). The Full File is typically not loaded and used for comparative purposes only. After receipt of the monthly Full File, the vendor must reconcile all enrollment data and report any discrepancies, in a format defined by the TRB, by the 15th of the next month.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.3.5 The vendor will provide the TRB with online access to their enrollment information in real time.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.4 Network Development, Rental and Management

3.4.1 Vendor will be responsible for maintaining all provider contracts, terms and conditions, within its claims payment system.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.4.2 Vendor will handle all provider quality issues.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.5 Administrative or Executive Support

3.5.1 Vendor must verify and commit that during the length of the contract, it shall not undertake a major conversion for, or related to, the system used to deliver services to TRB without specific written notice to the TRB. This does not apply to any program fixes, modifications and enhancements.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.5.2 Vendor must notify the TRB prior to any changes in vendor's representatives.

- 1: Confirmed.
- 2: Not Confirmed, please explain: [500 words]

3.5.3 Vendor must agree to change the assigned vendor's representatives at the TRB's request.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.6 Audits

3.6.1 Vendor must agree to audits conducted by the TRB or their chosen auditor and/or legislative audit.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.6.2 Vendor must agree to annually provide a SSAE-16 Report if the TRB determines there is a need (allowable time will be given to provide this information, if the vendor doesn't currently have a completed or a SAS 70 and any other applicable audits and certifications).

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.6.3 Vendor must agree to make available all provider records to the TRB or its representatives (e.g. TRB Auditors, the TRB's actuary, etc.).

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.6.4 Vendor will guarantee to the TRB or its appointees the right to reasonable inspection of facilities, equipment, and system support operations to ensure the continued ability of the vendor to support the plan; failure to comply with a reasonable request to inspect will result in a penalty; failure to respond to a finding from an inspection within 30 calendar days will result in a penalty.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.7 Data Requirements

3.7.1 Vendor must agree to provide requested claims, enrollment, and related data to TRB and the TRB's consultant.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.7.2 Vendor must agree to provide a detailed claims file to the TRB's consultant on an ad-hoc basis, if requested.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.8 Reporting Requirements

3.8.1 Vendor must provide some form of on-line ad hoc reporting capability with full description of the tools available.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.8.2 Vendor will provide a detailed description of its capability to track and report on telephone services to include categories being monitored; at a minimum, the vendor must provide a monthly report of types of calls, number of calls resolved during the month, phone abandonment rate, and average response times.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.9 Accounting Requirements

3.9.1 Vendor must provide a year-end report at the appropriate plan year-end.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]

3.10 Privacy and Security

3.10.1 Vendor must comply with HIPAA, PPACA and other federal and/or State mandates to include privacy, security and electronic data transfer requirements and provide, upon request, supporting documentation outlining organization's policies and procedures as they relate to management of the dental benefit plan for the TRB.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.10.2 Vendor must describe any breaches, complaints, or grievances with regards to protected health information (e.g., security or privacy) for their complete book of business; list the event and resolution in detail.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.10.3 Vendor must disclose any event where its employees have willfully committed acts that compromise member information, regardless of whether it is PHI or not.

- 1: Confirmed,
- 2: Not Confirmed, please explain: [500 words]
- 3.10.4 Vendor must describe its HIPAA policies, procedures and training related to quality and provider data.

Single, Radio group.

1: Confirmed,

2: Not Confirmed, please explain: [500 words]

4 QUESTIONNAIRE

4.1 Company Overview

4.1.1 Provide contact information for the individual authorized to answer questions regarding your response to the RFP.

| Contact Name | 500 words. |
|---------------------------|------------|
| Contact Title | 500 words. |
| Address | 500 words. |
| Telephone Number | 500 words. |
| e-Mail Address | 500 words. |
| Company URL (web address) | 500 words. |

4.1.2 Please complete the following table:

| | Response |
|--|--------------|
| Year Organization Established | To the year. |
| Total Number of Your Organization's Employees (2024) | Integer. |
| Describe any parent/subsidiary relationship | 1000 words. |

4.1.3 Provide the most recent ratings and date of rating for your company by the major rating organizations.

| Rating Agency | Rating | Date of Rating |
|---------------|--------|----------------|
| | | |

| Standard & Poors | 10 words. | 10 words. |
|------------------|-----------|-----------|
| Fitch | 10 words. | 10 words. |
| A.M. Best | 10 words. | 10 words. |
| Moody's | 10 words. | 10 words. |

4.1.4 Has there been a downgrade in your ratings in the last 2 years?

Single, Radio group.

1: Yes,

2: No: [500 words]

4.1.5 Has your organization recently undergone any workforce realignments and/or experienced recent merger or acquisition activity? If so, please describe. Are there any anticipated changes in ownership or business developments, including but not limited to mergers, stock issues, and the acquisition of new venture capital? Please explain.

500 words.

- 4.1.6 Describe any changes in the organizational structure (including, but not limited to demutualization, addition/deletion of claim offices, addition/removal of product lines, and staff reductions) that have occurred in your organization over the last twelve (12) months or are anticipated to occur in the next 24 months.
- 4.1.7 Describe any staff relocations, computer system changes/upgrades, program changes, or telephone system changes in process at this time or proposed within the next 12-24 months.

 500 words.
- 4.1.8 Indicate how many years your organization has been in the business of providing the coverage for which you are submitting a proposal.

Single, Pull-down list.

- 1: More than 10 years,
- 2: 5-10 years,
- 3: 1-4 years
- 4.1.9 Does your company have any administrative, regulatory, judicial actions or investigations regarding past or current activities? If yes, please explain the nature and current status of the action(s) to the extent possible.

- 1: Yes: [500 words],
- 2: No
- 4.1.10 Please complete the following table:

| Response | Comments |
|----------|----------|
| | |

| Have you ever failed to complete any work awarded to you? If so, where and why? | Single, Pull- | 500 |
|--|---|---------------|
| The four city will be the complete any work awarded to your it so, where and willy: | down list. 1: Yes, please explain, 2: No, please explain | words. |
| Have you ever defaulted on a contract? If so, where and why? | Single, Pull-down list. 1: Yes, please explain, 2: No, please explain | 500 words. |
| Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. | Single, Pull-down list. 1: Yes, please explain, 2: No, please explain | 500 words. |
| Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. | Single, Pull-down list. 1: Yes, please explain, 2: No, please explain | 500 words. |
| During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. | Single, Pull- down list. 1: Yes, please explain, 2: No, please explain | 500 words. |
| Have you ever been fined for a HIPAA violation? | Single, Pull- down list. 1: Yes, please explain, 2: No, please explain | 500 words. |
| Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the TRB should be aware? | Single, Pull- down list. 1: Yes, please explain, 2: No, please explain | 500 words. |

4.1.11 What fidelity and surety insurance or bond coverage do you carry or would you recommend to protect the TRB? Specifically, describe the type and amount of the fidelity bond, which would protect the TRB in the event of a loss. Please provide copies of such policies.

500 words.

4.1.12 What cyber security insurance do you carry or would you recommend to protect the TRB? If named a finalist, the TRB will require that you provide copies of all privacy policies, terms of use protections and any

other terms related to cyber security protection. Please note that this applies not only for how you will use and transfer data but also as it relates to member sites or portal access.

500 words.

4.1.13 Provide names of all subcontractors along with type of services they will provide, the number of years your firm has utilized the subcontractor, and the contractual relationship between subcontractor and your company. Please use the table provided below.

| | Name and Address | Type of Service(s) | Years Utilizing this Contractor | Contractual Relationship |
|----|------------------|--------------------------------|-------------------------------------|---------------------------------|
| 1. | | 100 words. Nothing required | <i>Decimal.</i> Nothing required | 100 words. Nothing required |
| 2. | 50 words. | 100 words. | <i>Decimal.</i> | 100 words. |
| | Nothing required | Nothing required | Nothing required | Nothing required |
| 3. | 50 words. | 100 words. | <i>Decimal.</i> | 100 words. |
| | Nothing required | Nothing required | Nothing required | Nothing required |
| 4. | 50 words. | 100 words. | <i>Decimal.</i> | 100 words. |
| | Nothing required | Nothing required | Nothing required | Nothing required |
| 5. | 50 words. | 100 words. | Decimal. | 100 words. |
| | Nothing required | Nothing required | Nothing required | Nothing required |

4.1.14 Confirm that all of your subcontractors are authorized/licensed to do business in Connecticut.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed
- 4.1.15 Indicate your firm's liability insurance limit with regard to errors, omission, negligence, and malpractice. Include in your response the annual dollar limit per occurrence:

500 words.

4.1.16 Confirm you have provided the last two (2) years of your firm's unaudited financial statements.

Single, Pull-down list.

- 1: Confirmed and unaudited financial statements attached,
- 2: Not Confirmed
- 4.1.17 Do you meet all applicable NAIC, minimum State insurance and managed care organization net worth and reserve requirements?

- 1: Yes,
- 2: No: [500 words]

4.2 Experience

4.2.1 Provide statistics regarding membership that receives dental benefit services from your firm. Provide statistics further split as requested in the grid, below.

| | • | • | Total Number of | | Number of | Number of Clients |
|------|---------------|-------------|-----------------|---------------|---------------|-------------------|
| | Covered Lives | Lives in | Employer Groups | Covered Lives | Public Sector | with 50,000+ |
| | | Connecticut | | | Groups | Covered Lives |
| 2023 | Integer. | Integer. | Integer. | Integer. | Integer. | Integer. |
| 2024 | Integer. | Integer. | Integer. | Integer. | Integer. | Integer. |

4.2.2 How many new groups with more than 1,000 covered lives did your organization add effective on or after January 1, 2024?

| 2024 New Groups | Total Member Count for 2024 New Groups |
|-----------------|--|
| Integer. | Integer. |

4.2.3 What percentage of your 2023 total group membership renewed for the 2024 plan year? *Percent*.

4.3 Basic Member Services

4.3.1 Confirm that a specific toll-free number will be made available to members at no additional charge to handle claims or other service issues.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed
- 4.3.2 Confirm this specific toll-free number will be dedicated solely to the TRB (meaning only members of the TRB can access this line).

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 4.3.3 Confirm that this toll-free number will be answered by a staff member and not a voice recording.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 4.3.4 Confirm that this toll-free number will be offered in languages other than English, and you will be able to accommodate the special needs of the hearing impaired (e.g., have a TDD (Telecommunications Device for the Deaf) or other voice capability).

Single, Pull-down list.

- 1: Confirmed.
- 2: Not confirmed

4.3.5 Confirm that at a minimum, all Vendor-staff servicing the TRB will be available from 9:00 a.m. to 5:00 p.m., EST, Monday through Friday.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

4.3.6 Confirm the Member Services line will produce performance-reporting specific to the TRB- only.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed
- 4.3.7 Do members reach a live member service representative (MSR) or an interactive voice response unit (IVR) when calling Member Services?

500 words.

4.3.8 Do members have access to the claims/Member Service group via e-mail or internet? If yes, please specify features available (e-mail, web chat, etc.).

Single, Radio group.

- 1: Yes [500 words],
- 2: No
- 4.3.9 How are calls "after hours" of operation handled? Is there a voicemail system or capability for caller to leave messages after normal business hours?

Single, Radio group.

- 1: Voice Mail,
- 2: No Service,
- 3: Full Service (24/7),
- 4: Some Extended hours for calls,
- 5: Other, please specify: [500 words]
- 4.3.10 Provide the geographic location of the Member Service unit(s) that will be servicing the TRB's members. Will this service be outsourced? If so, provide the name of the outsourcer.

500 words.

4.3.11 Using most recent year-end data complete the table below for the office that would be handling TRB calls:

| | Target | Actual year-end results |
|--------------------------------------|----------|-------------------------|
| Call Volume (calls/day) | N/A | 500 words. |
| Call Abandon Rate (%) | Percent. | Percent. |
| Average Speed of Answer (in seconds) | Decimal. | Decimal. |
| Average wait time (in seconds) | Decimal. | Decimal. |

4.3.12 Check all items below, which pertain to calls handled by the MSR:

Multi, Checkboxes.

- 1: All calls are recorded,
- 2: MSRs document all calls,
- 3: MSRs can make adjustments to claims during a call,
- 4: Calls are documented verbatim,
- 5: Calls are documented in summarization,
- 6: Other, please explain [500 words]
- 4.3.13 Can the MSRs access claims status online real-time?

Single, Radio group.

- 1: Yes,
- 2: No: [500 words]
- 4.3.14 Can MSRs make adjustments to claims during a call in real-time?

Single, Pull-down list.

- 1: Yes,
- 2: No
- 4.3.15 Describe the escalation process for Member Service satisfaction and complaints.

1000 words.

4.3.16 What are the education and experience qualifications your organization requires of the MSR staff that will serve the TRB's members?

1000 words.

- 4.3.17 Describe the process in which staff supporting the TRB will be trained on their account and benefits. *1000 words.*
- 4.3.18 Do your web-based and app-based products comply with all current and known future security and HIPAA requirements for both aggregate and individual transactions?

Single, Pull-down list.

- 1: Yes,
- 2: No
- 4.3.19 Describe your member website and member smartphone app (if applicable) capabilities including whether your member website and smartphone app include the following:

| | Member Website | Smartphone App |
|--|-------------------|-------------------|
| a. Accurate provider directory and provider search (generalists, | Single, Pull-down | Single, Pull-down |
| specialists, and orthodontia) | list. | list. |
| | 1: Yes, | 1: Yes, |
| | 2: No | 2: No, |
| | | 3: N/A |
| b. Ability to make a provider appointment online | Single, Pull-down | Single, Pull-down |
| | list. | list. |
| | 1: Yes, | 1: Yes, |
| | 2: No | 2: No, |
| | | 3: N/A |
| c. Provider quality and outcomes data | Single, Pull-down | Single, Pull-down |
| | list. | list. |
| | | 1: Yes, |

| | 1: Yes, 2: No | 2: No, 3: N/A |
|---|--|---|
| d. Provider pricing data by procedure | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| e. Provider reviews from other members | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| f. Treatment cost estimator | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| g. Information about diseases and conditions | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| h. Ability to see a summary of the plan design and review the TRB's SPD | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| i. Ability to review the appeals process and file an appeal online | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| j. Ability to review the waste, fraud and abuse notification process | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| k. Contact information for the TRB its other vendors, and links to their websites | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| I. On-line access to forms | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| m. Ability to review claims payment status online | Single, Pull-down list. | Single, Pull-down list. 1: Yes, |

| | 1: Yes, 2: No | 2: No, 3: N/A |
|--|--|---|
| n. Ability to review a history of claims payments, including deductible status, plan maximums status | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| o. Ability to review or print out EOBs and a history of claims payments | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| p. Ability to print ID cards and request replacement cards | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| q. Ability to contact member services online | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| r. Ability to access tele-dentistry services | Single, Pull-down list. 1: Yes, 2: No | Single, Pull-down list. 1: Yes, 2: No, 3: N/A |
| Other (Describe) | Unlimited. | Unlimited. |

4.3.20 Describe the web and smartphone apps/updates planned for deployment in future years. *1000 words*.

4.3.21 Confirm that you will include the TRB's logo throughout your portal and that online tools can be customized, as requested by the TRB.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not confirmed

4.3.22 Complete the table below regarding ID Cards:

| | Response | Comments |
|---------------------------------------|--|---------------|
| · · · · · · · · · · · · · · · · · · · | Single, Pull-down list. 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments | 500 words. |

| b. Confirm that all covered members will have a valid ID card in hand prior to January 1, 2025. | Single, Pull-down list. 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments | 500 words. |
|--|--|---------------|
| c. Confirm that you will re-issue the member ID card within five (5) business days of notification that a member has lost a card, or for any reason that results in a change to the information disclosed on the member ID card. | Single, Pull-down list. 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments | 500 words. |
| d. Confirm members may request new ID cards and print temporary ID cards from your website. | Single, Pull-down list. 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments | 500 words. |

4.3.23 How does your program address social determinants of health that may contribute to the manifestation or severity of chronic diseases?

500 words.

4.3.24 How does your program address health equity?

500 words.

- 4.3.25 Describe your organization's outreach efforts, on a national level and local levels, during COVID-19. 500 words.
- 4.3.26 Describe how your organization has been impacted by COVID-19 with respect to operational changes (i.e., lay-offs, furloughs, process changes, etc.) as a result of the pandemic.

 500 words.

4.4 Member Communication

4.4.1 Vendor will prepare benefit booklets/summaries, ID cards, and other plan descriptive material. Materials will be mailed directly to the home residence of the participant prior to the contract effective date and for new participants.

- 1: Agree,
- 2: Disagree
- 4.4.2 Confirm that, if selected, your firm will pay its pro rata share of cost of preparing and mailing open enrollment materials to plan members.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

4.4.3 Identify your standard communication materials and indicate those that can be customized at no additional charge and those that require an additional charge. Indicate fee if there is an additional charge.

| | Response | Amount of Fee |
|---|---|--------------------------------|
| Benefit Booklet/Summaries | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| Provider Directories | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| Member ID Cards | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| Claim Forms | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| Explanation of Benefits (EOBs) | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| Internet Access | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| General Letters and Correspondence sent to Participants | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| Annual Benefit Statements | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |
| HIPAA Privacy Notices | Single, Radio group. 1: Standard, 2: Custom, 3: Additional Fee | 500 words. Nothing required |

4.4.4 Confirm that staff will be available and participate in the TRB's Open Enrollment communications campaign. Describe your involvement and how you will assist members in learning about their benefits.

- 1: Confirmed, Explain: [500 words],
- 2: Not confirmed, Explain: [500 words]

4.4.5 Confirm that your organization will conduct on-site (if requested) and virtual, TRB wide educational sessions for the TRB's eligible members beginning no later than the start of the Open Enrollment period.

Single, Radio group.

- 1: Confirmed: [500 words], 2: Not confirmed: [500 words]
- 4.4.6 Are you willing to mail reminders to enrollees about routine care (e.g., fluoride treatment, cleanings and x-rays) to assist enrollees with seeking regular preventive care? If yes, please describe this process and include frequency of mailings and samples of these mailings.

Single, Radio group.

- 1: Yes: [500 words],
- 2: No
- 4.4.7 Confirm that you agree to notify members if their network provider terminates their contract during the plan year.

Single, Radio group.

- 1: Confirmed: [500 words],
- 2: Not confirmed: [500 words]

4.5 Coverage Issues

4.5.1 Confirm you guarantee that all members, who would have continued to be covered on the plan effective date if there had been no change in carriers, will be covered by your policy on the plan effective date.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed
- 4.5.2 At the outset of the contract, how will coverage for treatment in progress be handled?

Single, Pull-down list.

- 1: Coverage begins on the first day of eligibility, patient can keep current provider until treatment ends and in-network benefits apply,
- 2: Coverage begins on first day of eligibility and patient must use network provider or receive out-of-network benefits,
- 3: No coverage until completion of current treatment
- 4.5.3 At the end of a client's contract, treatment in progress is covered as follows:

Sinale. Pull-down list.

- 1: Coverage continues until completion of current treatment. Network discounts apply until completion of treatment,
- 2: Coverage continues until completion of current treatment. Network discounts cease to apply,
- 3: Coverage ends on the day the contract is terminated
- 4.5.4 Describe how work in progress (at the time of plan transition) will be treated. How will non-orthodontics claims be adjudicated?

1000 words.

4.5.5 Describe how treatment in progress will be covered if your plan is terminated during an episode of treatment. What services (i.e., root canal, crowns, etc.) are covered and for what amounts? 500 words.

4.5.6 Describe how your pretreatment review process operates. What is the turnaround time for a pretreatment review?

500 words.

4.5.7 Describe edits in place to identify cosmetic procedures. For example, do you allow for composite or porcelain on posterior teeth?

500 words.

- 4.5.8 Do your proposed plans include a least expensive professionally acceptable treatment clause? 500 words.
- 4.5.9 Do network discounts apply after an individual has met the annual maximum? 500 words.
- 4.5.10 Do network discounts apply to dental procedures that are not covered by the TRB dental plan(s)? 500 words.
- 4.5.11 Confirm you can match the current definition of the 80th percentile for out of network claims.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 4.5.12 What additional dental health screenings and/or wellness benefits (e.g., screenings for oral cancer, cavity risk assessment tool, additional benefits for diabetics, CAD patients, etc.) do you offer at no additional cost?

500 words.

4.5.13 The TRB's intent is to minimize member disruption in choosing a network dental provider. Please confirm that any dentist who terminates its contract with you during the plan year would still be considered "in network" for members through the end of that plan year.

Single, Radio group.

- 1: Confirmed: [500 words],
- 2: Not confirmed: [500 words]

4.6 Account Management and Client Services

4.6.1 Provide contact information for the Account Executive that will be assigned to this engagement.

| Company Name | 100 words. |
|---------------|------------|
| Contact Name | 100 words. |
| Contact Title | 100 words. |

| Address | 100 words. |
|---------------------------|------------|
| Office Number | 50 words. |
| Mobile Number | 50 words. |
| e-Mail Address | 100 words. |
| Company URL (web address) | 100 words. |

4.6.2 Identify the key account management team you propose to work on this account. At a minimum, your team should include an Account Executive, Account Manager, Dental Director, Underwriter, Member Service Manager, Implementation Coordinator, Claims Manager, and an IT Coordinator. Provide the following information regarding the account service team that would be assigned to this account.

| | Name | Location | Industry | Years in Current Position | Relevant Qualifications | Dedicated or Designated? | Number of Accounts Currently Assigned | Brief Description of Staff Member's Job Functions |
|----------------------|--------------|--------------|----------|---------------------------------|----------------------------|--|--|---|
| Account Executive | 50 words. | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |
| Account Manager | 50 words. | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |
| Dental Director | 50 words. | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |

| Underwriter | 50 words. | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |
|-------------------------------|--------------|--------------|----------|----------|------------|--|----------|------------|
| Member Service Manager | | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |
| Implementation Coordinator | | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |
| Claims Manager | | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |
| IT Coordinator | 50 words. | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |
| Other | 50 words. | 50 words. | Integer. | Integer. | 500 words. | Compound, Pull-down list. 1: Dedicated, 2: Designated, percentage of time designated to TRB account: [Percent] | Integer. | 500 words. |

^{4.6.3} Provide an organization chart, including names and titles, of management and key personnel that will be responsible for the management of the TRB account.

Single, Pull-down list.

1: Attached,

2: Not provided

4.6.4 Confirm the Account Executive and other account management personnel, as needed, will be available for direct outreach to members.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

4.6.5 Confirm that you will respond to all inquiries from the TRB staff within one (1) business day.

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

4.6.6 Confirm your team will attend meetings upon request to present current plan and service performance, address any recent issues/challenges encountered, suggest potential savings opportunities specifically applicable to the TRB's plan, and discuss other pertinent topics to be identified prior to each meeting. At a minimum, the TRB requests that the appropriate clinical and analytical team members closely involved in the daily operations of the account and the Account Executive and Account Manager with oversight responsibility attend all meetings.

Single, Pull-down list.

1: Confirmed,

2: Not confirmed

4.7 References

4.7.1 Please provide references of three (3) current clients of similar size and industry for which you provide similar services. At least one of these references must be a public sector plan with at least 30,000 covered lives.

| | Plan Sponsor Name | Contact Name | Contact Title | Telephone | | Contract Start Date | Products/Services Offered | Number of Lives Covered |
|----------------|-------------------------|-----------------|------------------|-----------|-----------|------------------------|------------------------------|----------------------------------|
| Reference 1 | 50 words. | 50 words. | 50 words. | 50 words. | 50 words. | To the day. | 50 words. | Integer. |
| Reference 2 | 50 words. | 50 words. | 50 words. | 50 words. | 50 words. | To the day. | 50 words. | Integer. |
| Reference 3 | 50 words. | 50 words. | 50 words. | 50 words. | 50 words. | To the day. | 50 words. | Integer. |

4.7.2 Please provide references of three (3) former clients of similar size and industry for which you provided similar services and the reason for termination.

| | Plan Sponsor Name | Contact Name | Contact Title | Telephone | | Contract Termination Date | Products/ Services Offered | Number of Lives Covered | Reason for Termination |
|----------------|-------------------------|-----------------|------------------|-----------|--------------|---------------------------------|----------------------------------|----------------------------------|---------------------------|
| Reference 1 | 50 words. | 50 words. | 50 words. | 50 words. | 50 words. | To the day. | 50 words. | Integer. | 50 words. |
| Reference 2 | 50 words. | 50 words. | 50 words. | 50 words. | 50 words. | To the day. | 50 words. | Integer. | 50 words. |
| Reference 3 | 50 words. | 50 words. | 50 words. | 50 words. | 50 words. | To the day. | 50 words. | Integer. | 50 words. |

4.8 Eligibility

4.8.1 Confirm that you will update eligibility data within 24 hours from receipt of data.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, please explain: [500 words]
- 4.8.2 Confirm that you will provide direct same day email confirmation that the eligibility file was received, properly loaded, processed, and that this confirmation will include the date of receipt.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, please explain: [500 words]
- 4.8.3 Confirm you will post remaining data, not identified as errant, within 24 hours.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed
- 4.8.4 Can the TRB staff make eligibility changes online?

- 1: Yes, please explain: [Unlimited],
- 2: No

4.9 Claims Processing

4.9.1 With regard to the claim offices that will be used, provide the following:

| Position | Number of Staff | Average Years of Total Claims Administration Experience | Average Years of Claims Administration Experience with Your Firm | Annual Turnover (%) | Work Remotely or from Home (%) |
|-----------------------------|--------------------|---|--|---------------------------|--------------------------------------|
| Claims Processors | Integer. | Decimal. | Decimal. | Percent. | Percent. |
| Claims Supervisors | Integer. | Decimal. | Decimal. | Percent. | Percent. |
| Claims Managers | Integer. | Decimal. | Decimal. | Percent. | Percent. |
| Auditors | Integer. | Decimal. | Decimal. | Percent. | Percent. |
| Quality Control Managers | Integer. | Decimal. | Decimal. | Percent. | Percent. |
| Clinical Review Staff | Integer. | Decimal. | Decimal. | Percent. | Percent. |

- 4.9.2 What safeguards are in place to monitor quality and HIPAA compliance for staff that work from home? 200 words.
- 4.9.3 How are claims and customer service systems linked?

Single, Radio group.

- 1: Same system,
- 2: Integrated, but different systems,
- 3: Different systems, but accessible to all,
- 4: Not linked.
- 5: Some linked,
- 6: Other, please specify: [500 words]
- 4.9.4 Does your claims system have the capability to process network, non-network, out of state or regional claims on the same system?

Single, Pull-down list.

- 1: Yes,
- 2: No
- 4.9.5 Describe your process to review claims for billing irregularities by provider (such as regular overcharging, unbundling of procedures, upcoding or billing for inappropriate care, etc.)?

500 words.

4.9.6 What control measures do you have in place to verify that claims are paid only for treatments that were actually provided?

500 words.

4.9.7 How are claims selected for internal audit? What triggers do you utilize?

Multi, Checkboxes.

1: Random by system,

- 2: Set percent per day,
- 3: Set number per approver per day/week,
- 4: Procedure,
- 5: Dollar amount,
- 6: Other, please specify: [500 words]
- 4.9.8 On average, what percentage of all claims are audited by an internal audit group? *Percent*.
- 4.9.9 What are your procedures for recovery of overpayments or duplicate payments? How do those procedures differ for in-network vs. out-of-network providers?

 500 words.
- 4.9.10 How do you screen for and identify claims that could be the responsibility of a third-party? Please explain your process in detail including details on any subcontractors or vendors your organization uses to research and/or recoup.

500 words.

- 4.9.11 Confirm you agree to return 100% of all recovered monies from overpayments, duplicate payments, and overpayments on third-party liability claims, or other processing errors to the TRB, without a processing fee? Single, Pull-down list.
- 1: Confirmed,
- 2: Not Confirmed
- 4.9.12 Describe your process for claim coding audits. How often and what percent of claims are audited for proper claim coding?

500 words.

4.9.13 Do you agree to hold the TRB harmless for any liability arising from your firm's payment processing errors that result in overpayment or duplication of payments to providers?

- 1: Confirmed,
- 2: Not confirmed: [500 words]
- 4.9.14 Using most recent year-end data, complete the table below for the claim office that will have payment responsibility for this account:

| | Target | Actual year end results |
|---|----------|-------------------------|
| Total annual claim volume per year (in total number of claims) | Decimal. | Decimal. |
| Average claims processed per processor per day | Decimal. | Decimal. |
| Claims turnaround time (percent of clean claim transactions processed within 14 calendar days following receipt of claim) | Percent. | Percent. |

| Average number of business days to process a clean claim from date received to date check/EOB issued | Decimal. | Decimal. |
|---|----------|----------|
| Financial accuracy (percentage of total claim dollars paid without error, relative to total claim dollars paid) | Percent. | Percent. |
| Processing accuracy (percentage of claims processed without error, relative to the total number of claims processed) | Percent. | Percent. |
| What percent of all non-clean claims submitted are processed (from date received to date check/EOB issued) within 10 business days? | Percent. | Percent. |
| What percent of all non-clean claims submitted are processed (from date received to date check/EOB issued) within 30 business days? | Percent. | Percent. |

4.9.15 Are your eligibility and claim systems compliant with current HIPAA regulations?

Single, Pull-down list.

1: Yes,

2: No

4.10 Coordination of Benefits (COB)

4.10.1 Explain how your system:

| a. Identifies existence of other coverage | 100 words. |
|---|------------|
| b. Questions/tracks COB | 100 words. |
| c. Handles COB conflicts | 100 words. |
| d. Communicates with members and providers | 100 words. |
| e. Interfaces with other group carriers regarding COB | 100 words. |

4.10.2 When you are the secondary payer in a COB situation, do you use your usual, customary and reasonable (UCR) profiles, reduced network fees, or those of the primary vendor in determining your level of reimbursement?

200 words.

4.10.3 How is the TRB held harmless for erroneous payments made by you during the COB process? 500 words.

4.11 DPPO Network Management

4.11.1 What is your firm's current book-of-business in-network utilization percentage? *Percent.*

4.11.2 Please provide your network provider turnover rate.

| | Current Year | Prior Year |
|------------------------|--------------|------------|
| Provider Turnover Rate | 100 words. | 100 words. |

4.11.3 Describe separately the out-of-service area, regional, out-of-state, and out-of-country coverage for your products for routine, urgent and emergency care.

500 words.

4.11.4 What criteria are used to identify the situations where there is no access to network providers?

Single, Radio group.

- 1: Mileage,
- 2: Travel Time,
- 3: Other (explain): [500 words]

4.11.5 Are there any services or specialists that are not available in your networks in the service areas where there are plan participants? If yes, please identify them and explain what provisions are made for patients requiring these services.

500 words.

4.11.6 If the Vendor or the TRB identifies a network gap or deficiency, how do you address the need for additional providers?

500 words.

4.11.7 Confirm that you will maintain an accurate online directory of in-network providers to which the TRB's members may refer and that this directory is updated at least weekly.

- 1: Confirmed, please indicate how often your directory is updated: [100 words] ,
- 2: Not Confirmed
- 4.11.8 Confirm that you are able to provide the following minimum data elements for provider inquiries:

| | Response |
|---------------------------------------|---|
| Provider Name | Single, Radio group. 1: Confirmed, 2: Not confirmed |
| Provider Address and telephone number | Single, Radio group. 1: Confirmed, 2: Not confirmed |

| Office Hours | Single, Radio group. 1: Confirmed, 2: Not confirmed |
|---|---|
| Dental Group | Single, Radio group. 1: Confirmed, 2: Not confirmed |
| Practicing Specialty(ies) | Single, Radio group. 1: Confirmed, 2: Not confirmed |
| Providers that are not accepting new patients | Single, Radio group. 1: Confirmed, 2: Not confirmed |
| Languages spoken in office | Single, Radio group. 1: Confirmed, 2: Not confirmed |
| Age/gender limitations | Single, Radio group. 1: Confirmed, 2: Not confirmed |

4.11.9 Are members able to change network dentists whenever they want?

Single, Radio group.

1: Yes,

2: No: [100 words]

4.11.10 Can network dentists limit the number of network patients/cases that they accept? If so, how is the limit established and what is it? What percentage of network dentists in the network that would serve the TRB are at full capacity and are not accepting new patients?

500 words.

4.11.11 Please provide a general description on how you establish your organization's networks and the corresponding financial arrangements.

500 words.

4.11.12 Do you wholly own, partially own or lease your network?

Single, Radio group.

- 1: Wholly own,
- 2: Partially own,
- 3: Lease,
- 4: Other, please specify: [500 words]

4.11.13 Do you use a secondary (wrap) network for providers not in your primary provider network? If so, please describe the network used.

500 words.

4.11.14 How much notice is a provider contractually required to give if they elect to terminate a contract with your network(s)?

500 words.

- 4.11.15 Explain how the TRB will be informed of potential network disruption to its members. *500 words.*
- 4.11.16 How do you monitor non-network utilization and what steps do you take to contract with these providers? What is your success rate in recruiting these non-network providers? 500 words.
- 4.11.17 Check off those elements that are included in the provider selection process and provide the estimated percentage of network providers that satisfy the following selection criteria elements:

| | In Selection P | rocess % of Provider |
|---|-----------------|----------------------|
| Require unrestricted State licensure | Yes/No. | Percent. |
| Review malpractice coverage and history | Yes/No. | Percent. |
| Require full disclosure of current litigation and other disciplinary ac | ctivity Yes/No. | Percent. |
| Require current DEA registration | Yes/No. | Percent. |
| Review adherence to State and community practice standards | Yes/No. | Percent. |
| Require dated examination of radiograph equipment | Yes/No. | Percent. |
| Board eligibility | Yes/No. | Percent. |
| Onsite review of office location | Yes/No. | Percent. |
| Review hours of operation and capacity | Yes/No. | Percent. |
| Review practice patterns and utilization results | Yes/No. | Percent. |

4.11.18 How do you assess network provider performance? Include in your response the programs in place, the quality metrics used, and how you monitor and measure performance results.

1000 words.

4.11.19 Describe your quality improvement initiatives.

500 words.

4.11.20 Is the "right to audit" included in your standard provider contracts?

Single, Radio group.

1: Yes,

2: No: [500 words]

4.11.21 Do you have a mechanism for routinely investigating if a contracted provider has any disciplinary actions imposed by their State licensure dental board?

Single, Radio group.

1: Yes,

2: No: [500 words]

4.11.22 Other than provider directories and access to providers via your website, what quality or practice pattern data about your contracted providers do you make available to plan enrollees?

500 words.

4.11.23 Please detail any changes anticipated in your network configuration over the next two years. To the extent that you plan to expand your network over the next two years, will you be buying, leasing, or building your network?

500 words.

4.12 Utilization Management

4.12.1 Describe your Utilization Management programs including your pre-service review process (i.e., precertification, prior authorization).

500 words.

4.12.2 Describe your methods for internally monitoring and evaluating the performance of utilization management activities.

500 words.

- 4.12.3 Describe monitoring activities to identify gaps in oral health care and opportunities improvement. 500 words.
- 4.12.4 Please describe programs you have in-place to manage the utilization of opioid pain medications. 500 words.
- 4.12.5 Explain any financial or other incentives established for providers to comply with utilization management protocols, treatment standards or other aspects related to oral health care management. 500 words.

4.13 Data Reporting

4.13.1 Describe capabilities that are available to TRB staff through your employer portal (i.e., view eligibility changes and validate eligibility data, view claims, pull standard reports, create customized ad hoc reports, etc.)?

500 words.

4.13.2 Descriptions of reports possibly required by the TRB are listed below. Please indicate for each: whether or not you can provide such a report; that you can provide the report at the requested frequency; the availability as an online report; and if the report will be provided at no additional charge.

| | Can Provide? | Confirm Frequency of Report | Available as Online report? | Included in Fees? |
|--|-----------------|---|-----------------------------------|----------------------|
| Monthly paid claims summary for all benefit payments made during the month. The summary shall show claims, by type of service category (Preventive, Basic, Major, etc.), the eligible charges submitted, amount paid during the month, member out-of-pocket expenses, and the number of claims (e.g., the number of checks or drafts issued) | Yes/No. | Single, Radio group. 1: Confirmed, 2: Not confirmed | Yes/No. | Yes/No. |
| Monthly in and out-of-network utilization showing information noted above in (a) by in and out-of-network | Yes/No. | Single, Radio group. 1: Confirmed, 2: Not confirmed | Yes/No. | Yes/No. |
| Monthly call center reports including average speed to answer, call abandon rate, and calls by issue type | Yes/No. | Single, Radio group. 1: Confirmed, 2: Not confirmed | Yes/No. | Yes/No. |
| Monthly paid claims summary for all benefit payments made during the month. The summary shall show the following information by patient: claimant ID, last name, first name, date of birth, claim number, date of service, date of payment, procedure(s), amount paid by the plan, amount paid by the patient | Yes/No. | Single, Radio group. 1: Confirmed, 2: Not confirmed | Yes/No. | Yes/No. |
| Quarterly paid claims summary for all benefit payments made during the quarter. The summary shall show, by dental procedure code, the total number of claims, eligible charges, amount paid by the plan, amount paid by the patient | Yes/No. | Single, Radio group. 1: Confirmed, 2: Not confirmed | Yes/No. | Yes/No. |
| Monthly summary of gross submitted charge amounts, amounts determined to be ineligible, amounts applied to coinsurance, and amounts adjusted for COB | Yes/No. | Single, Radio group. 1: Confirmed, 2: Not confirmed | Yes/No. | Yes/No. |

4.13.3 Are there reports available to the TRB that will summarize the overall oral health of the membership? These reports may include (but not be limited to) placing members into dental disease risk categories, monitoring and reporting the frequency of checkups / cleanings / fluoride treatments, and comparing this information to benchmarks. Please explain.

500 words.

4.13.4 Confirm that there is no additional cost for these reports and electronic data downloads as required by the TRB.

Single, Pull-down list.

- 1: Yes, please explain (500 words),
- 2: No
- 4.13.5 Confirm you agree to transfer electronic claim history and eligibility data to the TRB at no additional cost upon termination.

Single, Pull-down list.

- 1: Yes, please explain (500 words),
- 2: No
- 4.13.6 Do you charge for ad hoc or customized reports? If so, please explain.

Single, Radio group.

- 1: Yes,
- 2: No,
- 3: Other, please specify: [500 words]
- 4.13.7 With regard to your computer systems, please describe your record retention and destruction policy, including how long records are retained.

500 words.

4.13.8 What types of security do you have with regard to your website and the transfer of data? 500 words.

4.14 Audits

4.14.1 Periodically and within two (2) years following termination of this Agreement, the TRB's third party Auditor(s) ("Auditor"), as reasonably approved by Vendor (which approval shall not be unreasonably withheld), may inspect and verify claim data, eligibility, billing records, pricing discounts and terms, claims adjudication systems, healthcare benefits, clinical programs, subcontracted administrative services directly related to TRB's Member utilization and services, performance guarantees, and operational processes relating to the services provided to the TRB pursuant to this Agreement to ensure Vendor's compliance with the terms and conditions of this Agreement, as the TRB deems appropriate.

- 1: Agree,
- 2: Disagree
- 4.14.2 Such audits may be based on either a 100% review of claims or a statistically representative sample thereof, or combination of methodologies. Auditor's preliminary findings will be shared with Vendor. Any findings from a statistically representative sample of claims will be extrapolated to the total claims population for purposes of measuring overall financial dollar and incidence processing achievements; Vendor will produce

financial impact reports for confirmed systemic errors. In the instance where Auditor has reviewed 100% of claims and identified suspect claims, Vendor may elect to review a mutually-agreed upon representative sample of the suspect claims.

Single, Radio group.

- 1: Agree,
- 2: Disagree
- 4.14.3 The audit may include an onsite review of the sample claims by the Auditor at Vendor's office. The Auditor will provide Vendor with the sample claims thirty (30) calendar days in advance of the onsite review. The onsite review will last up to five (5) business days.

Single, Radio group.

- 1: Agree,
- 2: Disagree
- 4.14.4 Confirm the scope of such audits may include up to three (3) benefit plan years as determined by the TRB.

Single, Radio group.

- 1: Agree,
- 2: Disagree
- 4.14.5 Indicate whether you agree with the following statements regarding audits.

| | Response |
|--|---|
| You will allow auditing of your operations as they relate to the administration and servicing of this account. | Single, Radio group. 1: Agree, 2: Disagree |
| Your organization will not charge for services rendered in conjunction with the audit. | Single, Radio group. 1: Agree, 2: Disagree |
| If problems are discovered, the cost of follow-up audits will be paid by your organization. | Single, Radio group. 1: Agree, 2: Disagree |
| Vendor agrees to fund up to \$35,000 for a pre-implementation audit. | Single, Radio group. 1: Agree, 2: Disagree |

4.14.6 The TRB via its Auditor has the right to perform additional audits during the year of similar scope if performed as a follow-up to ensure significant/material errors found in a previous audit have been corrected and are not recurring or if additional information becomes available to warrant further investigation.

- 1: Confirmed,
- 2: Not confirmed
- 4.14.7 The TRB via its Auditor has the right to audit post termination of service contract.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.14.8 Your organization will provide a response to all findings received within 30 days of audit, or later if mutually determined to be more reasonable based on the number and type of findings.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.14.9 Confirm you will allow Segal, or any other party selected by the TRB to audit all provisions governed by the contract.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.14.10 Confirm you agree not to charge the TRB for EOBs/claims issued as corrections due to audits.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.14.11 Any and all costs and expenses of each party associated with TRB's audit shall be borne by the party incurring the cost. the parties agree that the scope of audits by the TRB or Auditor will not be duplicative of the SSAE-18 audit, but may include inspection and/or verification of certain information provided in the SSAE-18 audits to the extent necessary to give a more thorough understanding of and support for such information. Audit materials or documentation provided by Vendor will be confined to client-specific information. Confirm your agreement with this provision.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.14.12 If the audit discovers any validated overpayment of fees or claim payments by Vendor or other errors that result in economic losses to the client for failure to meet all vendor guarantees or performance standards, then Vendor shall pay the amount owed to the TRB following completion of the audit, within 30 days of written confirmation from the client as to the agreed upon settlement terms and amounts. Confirm your agreement with this provision.

Single, Radio group.

- 1: Confirmed.
- 2: Not confirmed
- 4.14.13 Vendor agrees to grant the right of the TRB or its representative(s) to audit claims at any time during and up to two years following termination of the business relationship with prior written notification. The TRB will have access to 100% of all valid claim records to complete the audit at no cost to the plan sponsor. Bidder agrees to provide all necessary claims details, data definitions and reasonable support to complete an independent claim audit for each completed year under the contract in effect. The TRB will not be held responsible for time or miscellaneous costs incurred by the bidder in association with an audit including, but not limited to, the costs associated with providing audit reports, systems access, or onsite space.

- 1: Confirmed,
- 2: Not confirmed

4.15 Finance and Banking

4.15.1 What data/electronic information is needed to coordinate billing between you and the TRB for services provided?

500 words.

4.15.2 Confirm you can accommodate the TRB making self-funded benefit (i.e., ASO) arrangement payments in arrears, providing claims reimbursements weekly and administrative fees once per month at the end of the month.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, please explain: [500 words]
- 4.15.3 Do you require that self-funded plans use a specific bank for funding claims? If yes, indicate the name of the bank.

Single, Radio group.

- 1: Yes [500 words],
- 2: No
- 4.15.4 What payment options are available to the TRB?

Single, Radio group.

- 1: ACH,
- 2: Wire transfer,
- 3: Other: [500 words]
- 4.15.5 Confirm you will not charge interest on negative cash flow for any delay of wire transfer.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not confirmed
- 4.15.6 Confirm that the TRB will not be charged for reissued checks or drafts.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not confirmed
- 4.15.7 Confirm that you will accept fiduciary responsibility for claims processing at no additional charge.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, please explain: [500 words]
- 4.15.8 Do you require an initial deposit and/or imprest amount?

- 1: Initial deposit only,
- 2: Imprest amount only,
- 3: Both,
- 4: Neither
- 4.15.9 Confirm the fees quoted in your proposal can only be recalculated if enrollment changes more than 20% from the census.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed, please explain: [500 words]

4.16 Implementation Support

4.16.1 Provide a detailed implementation plan assuming an implementation date of January 1, 2025. At a minimum, the implementation plan must provide specific details on the following:

- 1. Identification and timing of significant responsibilities and tasks for the TRB and Vendor
- 2. Names, titles, and implementation experience of key implementation staff and time dedicated to the TRB during implementation
- 3. Data Interfaces the Vendor will be required to transmit and receive data to and from the TRB and its vendors as outlined in this RFP and as determined necessary by the TRB.
- 4. Transition requirements with the incumbent vendor(s), including data needs and timing for transition of work-in-progress (e.g., implants, orthodontia)
- 5. Member communication plan
- 6. Issuance of I.D. Cards
- 7. Completion of Vendor Contract

Single, Radio group.

- 1: Attached,
- 2: Not attached, explain: [500 words]
- 4.16.2 Confirm that, if awarded the business, you will be prepared to start implementation work as of the contract award date due to the lead-time needed for open enrollment.

Single, Radio group.

- 1: Confirmed,
- 2: Not Confirmed
- 4.16.3 Confirm your organization will provide weekly updates and/or meetings detailing all implementation activities and status including a Final Report.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not confirmed
- 4.16.4 Are you willing to provide a one-time implementation allowance to fund, as approved by the TRB, implementation support, pre-implementation audits, readiness assessments, communication plans, outside printing costs, etc., for the dental plans? If so, what dollar amount are you willing to provide?

Single, Radio group.

- 1: Confirmed, please specify amount: [Dollars],
- 2: Not Confirmed
- 4.16.5 Identify the implementation team you propose to work on this account and provide an organization chart defining the implementation team roles. Include names, titles, experience and qualifications for the entire proposed implementation team including key positions and support staff.

- 1: Attached, [500 words],
- 2: Not attached, [500 words]
- 4.16.6 Does your Implementation Team conduct pre-implementation and post-implementation testing?

Single, Radio group. 1: Yes, 2: No, explain [500 words]

4.17 Financial Section and Network Access

This section refers to spreadsheets that are provided upon receipt of the Intent to Respond and fully executed NDA. All responses are due in the electronic Excel format provided.

4.17.1 Administrative Services Only Fees and Projected Claims

4.17.1.1 Confirm completion of the Administrative Services Only Fees Chart in the attached Excel spreadsheet assuming a January 1, 2025, effective date. Fees are requested <u>on a mature basis</u> for January 1, 2025, through December 31, 2027, with an option for January 1, 2028, and January 1, 2029. Fees should be on a per employee per month basis. Please provide answers only as applicable for quote. Fees must be shown in the format provided. [See "1 ASO Fees" tab in TRB - January 1, 2025 Dental RFP Attachment File.xlsx]

Your fees should be inclusive of all implementation costs. Note if fees will vary based on the size of the population.

Single, Radio group.

1: Attached,

2: Not provided

4.17.1.2 Confirm that under an Administrative Services Only arrangement, and if the successful bidder, you will develop and provide January 1, 2025, working rates, and for subsequent years thereafter.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.17.1.3 Are there any surcharges, adjustments, mark-ups or other fees that would be included in claims or applied to the TRB in connection with the use of a secondary (wrap) network for providers not in your primary provider network, a network provider located outside your geographic area, etc.? If so, please indicate amount(s) and describe.

```
Single, Radio group.
1: Yes: [ 500 words ] ,
2: No
```

4.17.1.4 Are there any additional fees based on or due to any shared savings (e.g., shared savings of discounts). If so, please indicate amount(s) and describe.

```
Single, Radio group.
1: Yes: [500 words],
2: No
```

4.17.1.5 Is an advance deposit required? If so, indicate the amount and the basis for determining the amount. In addition, please indicate the amount of interest paid on the deposit.

```
Single, Radio group.
1: Yes: [500 words],
2: No
```

4.17.2 Mature Expected Claims

4.17.2.1 Confirm completion of the Mature Projected Claims chart in the attached Excel spreadsheet. Provide the <u>mature</u> expected claims per employee per month. [See "2. Mature Expected Claims" tab in TRB - January 1, 2025 Dental RFP Attachment File.xlsx]

Single, Radio group.

1: Attached, 2: Not provided

4.17.3 DPPO Claim Costs - Provider Reimbursement & Discounts

This section refers to spreadsheets that must be completed based on the current DPPO network provider contracts and experience. Worksheets should be completed separately for select locations or for a composite of all network areas (if specific location is not requested).

4.17.3.1 Provider Reimbursement

4.17.3.1.1 Provider Discount Analysis. Confirm completion of these spreadsheets for network providers. Provide your current (as of January 1, 2024) average network discounted provider reimbursements and 80th percentile reasonable and customary (R&C) maximum allowable charges for non-network providers in the indicated areas. If submitting a proposal for more than one network, please complete separately for each network. Network discounted provider reimbursements must be based on actual achieved discounts and should not be based on projected or expected discounts. [See "3.1 Provider Reimbursements" tab in TRB - January 1, 2025 Dental RFP Attachment File.xlsx]

IMPORTANT NOTE: DO NOT PROVIDE PROJECTED OR EXPECTED DISCOUNTED REIMBURSEMENTS.

Single, Radio group.

1: Attached, 2: Not provided

4.17.3.2 Claims Re-Pricing Analysis

4.17.3.2.1 Please re-price the claims provided in the detailed claims experience provided upon receipt of the Intent to Respond and fully executed NDA. [See TRB - Detailed DPPO Claims 10-22 to 9-23.xlsx] The re-pricing should be based on billed charges (column "Billed Amount" on the re-pricing claims files) and your current (as of January 1, 2024) network provider contractual fee arrangements. The claims re-pricing amounts shall be based on actual data and shall not include any assumptions regarding projected discounts or assumed increases in billed charges.

Provide the sum of all re-priced claims by in-network (and by network if proposing more than one network) and out-of-network based on the eligible charges in the column "Billed Amount". Provide a reconciliation that ties the claims re-pricing back to the total eligible charges provided. If applicable, separately identify and account for any supplemental provider payments (e.g., pay for performance fees). Your re-priced claim amounts should be in the "3.2 Claims Repricing" tab in the file TRB - January 1, 2025 Dental RFP Attachment File.xlsx

Please confirm:

Single, Radio group.

- 1: Attached,
- 2: Not provided
- 4.17.3.2.2 Provide an explanation detailing how the claims were repriced, noting any and all adjustments and methodologies.

500 words.

4.17.3.2.3 Confirm you have provided a reconciliation that ties your claims re-pricing back to the total billed charges provided.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.17.3.2.4 Confirm your re-pricing is based on your current network provider contractual fee arrangements. "Current" is defined as the discounts the TRB would achieve through your network as of January 1, 2024. The re-repriced amounts should reflect what you would have paid a provider if the claim was incurred on January 1, 2024. The repriced amounts should also include any and all fees paid to providers for any risk-sharing arrangements with providers.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.17.3.2.5 Confirm your re-pricing is based on actual data and does not include any assumptions regarding projected discounts or assumed increases in billed charges.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.17.3.2.6 Confirm you have not omitted any adjustments or methodologies from your explanation on how you re-priced the claims.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed
- 4.17.3.2.7 Confirm you have separately identified and accounted for any supplemental provider payments (e.g., pay for performance fees).

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed

4.17.3.3 Network Discount Guarantee

4.17.3.3.1 Network Discount Guarantee - The guarantee should be structured so that your organization will be providing a guarantee based on a specific percentage ("the provider discounts realized by the TRB will be a minimum of X%") with a risk-free corridor of 1%. You will need to put a minimum of 10% of your fees at risk for this guarantee, and guarantees will be evaluated based on both the percentage discount and the dollars at risk. The formula for the discount measurement would be:

- a. Total of all provider submitted charges (excluding all ineligible charges, duplicate claims, non-covered benefits and any coordination of benefits) = Covered Billed Charges
- b. Covered Billed Charges minus Cost of Benefits (after negotiated provider discounts but before employee copays and cost-sharing) equals Network Savings prior to plan design
- c. Network Savings prior to plan design divided by Covered Billed Charges = Guaranteed % Savings

You must enter the guaranteed percentage in cell F7 of the Network Discount Guarantee chart. [See "3.3 Discount Guarantee" tabs in TRB - January 1, 2025 Dental RFP Attachment File.xlsx]

Confirm completion of discount guarantee in format requested:

Single, Radio group.

1: Confirmed,

2: Not confirmed

4.17.3.4 Claims Trend Guarantee

4.17.3.4.1 Provide the claims trend your organization is willing to guarantee for each year of the contract by completing the "4 Trend Guarantee" tab in the TRB - January 1, 2025 Dental RFP Attachment File.xlsx. Your guarantee should state the percentage of your administration fee that will be at risk.

Trend guarantee will be based on the following methodology:

- The trend guarantee will apply to all claims incurred through a DPPO dental plan administered by the selected carrier for all participants.
- The actual 2024 incurred claims number will be measured using claims that were incurred and paid during the 2024 calendar year and a six-month run-out period through June 2025. This total will be divided by the actual enrollment during the policy year. All the necessary supporting claims and enrollment data for the policy year beginning January 1, 2024, will be obtained by the TRB from its current administrator and provided to the Vendor.
- The actual 2025 incurred claims number will be measured using claims that were incurred and paid during the 2025 calendar year and a six-month run-out period through June 2026. This total will be divided by the actual enrollment during the policy year. (Same methodology applies for contract periods beginning January 1, 2026, and 2027.)
- Claims will include the amounts that are the responsibility of both the member and the employer to
 mitigate distortions created by plan design changes. The actual 2025 trend will be calculated by
 dividing the adjusted 2025 incurred claims per member per month (calculated as described above) by
 the adjusted 2025 incurred claims per member per month (calculated as described above) less 1.
 (Same methodology applies for years beginning January 1, 2026, over 2025 and for 2027 over 2026.)
- A member continuously enrolled 12-months would count as 12-member months.

Confirm completion of claims trend guarantee in format requested:

Single, Radio group.

1: Confirmed,

2: Not confirmed

4.17.3.5 Buy-Down Plan Design & Plan Enhancement Considerations

4.17.3.5.1 Confirm you can administer and provide the estimated percent claims cost decrement (compared to the current dental plan) associated with the buy-down plan design, as indicated in Section 1.2. Additionally, confirm you can administer and provide the estimated percent claims cost decrements (compared to the current dental plan) associated with the alternative plan designs, as indicated in Section 1.2. Complete the "5 Alternatives" tab in the TRB - January 1, 2025 Dental RFP Attachment File.xlsx.

Confirm completion of buy-down plan design and dental plan enhancement considerations in format requested:

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed

4.17.4 Network Access

4.17.4.1 Confirm completion of network disruption analysis. Indicate with a "Y" for Yes and "N" for No whether the providers are in your proposed network. If submitting a proposal for more than one dental network, please complete separately for each network. [See TRB - January 1, 2025 Dental RFP Network Disruption File.xlsx]

NOTE: If the same provider is listed multiple times, you must provide a "Y" or "N" response for each individual record on each of the tabs. You cannot make any assumptions, the "Y" or "N" response needs to be specific to that provider, not to a category of providers. Tax ID is included in the Network Disruption File.

Single, Radio group.

- 1: Attached,
- 2: Not provided
- 4.17.4.2 Confirm completion of geographic access analysis using the census data provided [See TRB Census 1-1-24.xlsx] and the indicated standard definitions of access to network providers using driving distance as the measurement of distance, not as the crow flies. Summarize your network access reports for your proposed DPPO network. [See "6 Network Access DPPO" tab in TRB January 1, 2025 Dental RFP Attachment File.xlsx] Single, Radio group.
- 1: Attached,
- 2: Not provided

4.17.5 Coverage Recommendations

4.17.5.1 Based on TRB's current dental benefit programs, as described in the attached TRB benefit summaries, what benefit and clinical recommendations, if any, would you make regarding the program's benefits? Coverage levels? Exclusions? Etc.? Please identify recommendations as either benefit improvements and provide cost estimates, or benefit reductions and provide savings estimates, and explain the rationale/thought process behind your recommendations. TRB is particularly interested in suggestions for innovative plan options that may not currently be offered but create opportunities for increased quality or savings [See "7 Coverage Recommendations" tab in TRB - January 1, 2025 Dental RFP Attachment File.xlsx]

Single, Radio group.

1: Attached,

2: Not provided

4.18 Performance Guarantees

Note: Measurement of satisfaction of performance guarantees may be based on internal self-reporting, but is subject to independent audit by the TRB or its designee.

4.18.1 Confirm completion of **"8. Performance Guarantees"** tab in **TRB - January 1, 2025 Dental RFP Attachment File.xlsx.**

Single, Radio group.

1: Confirmed,

2: Not confirmed

4.18.2 Provide other guarantees on the **"8. Performance Guarantees"** tab in the **TRB - January 1, 2025 Dental RFP Attachment File.xlsx** that you are willing to include in a contract. List standards, measures, and range of penalties and incentives to which you are willing to agree to.

Single, Radio group.

1: Agree,

2: Do Not Agree

5 Reference Documents

5.1 Attachments are housed on the Manage Documents page. A link has been provided in the left-hand side menu.