

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

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|--|---|--|-------------------|
| TITLE OF RFP: | Third Party Administration of State of Iowa Employee Dental Benefits Program | RFP Number: | 0622005118 |
| Agency: | Iowa Department of Administrative Services | | |
| State seeks to purchase: | Administration of State of Iowa Employee Dental Benefits Program | | |
| Number of mos. or yrs. of the initial term of the contract: | 2 | Number of possible annual extensions: | 4 |
| Initial Contract term beginning: | January 1, 2023 | Ending: | December 31, 2025 |
| State Issuing Officer: Name: Kathy Harper Phone: (515) 321-7686 Email: Kathy.harper2@iowa | | | |
| PROCUREMENT TIMETABLE—Event or Action: | | Date/Time (Central Time): | |
| State Posts Notice of RFP on TSB website | | May 20, 2022 | |
| State Issues RFP | | May 22, 2022 | |
| Letters of Intent to Propose – (Mandatory Requirement) A Letter of Intent to Propose must be emailed to the Issuing Officer and received by Issuing Officer no later than the date listed in the RFP cover sheet. The Letter of Intent to Propose must identify the RFP by its name and number and include the Respondent’s name, mailing address, electronic mail address, telephone number, a statement of Respondents intent to submit a proposal in response to the RFP, and an authorized signature. Respondents interested in responding to the RFP must send an attachment to an email in which Respondent states on company letterhead and signed by an authorized executive, that Respondent has interest in the RFP and intends to submit a Proposal. Send email to: Kathy.harper2@iowa.gov . Letters of Intent to Propose must be received by the Issuing Officer, NO LATER than Due Date listed here. If a Respondent fails to submit a letter of intent to submit a Proposal by the due date and time indicated on the RFP cover sheet, the Respondent shall have waived the opportunity to submit a Proposal, and any Proposal submitted by such Respondent will be rejected. | | June 8, 2022 | |
| RFP written questions, requests for clarification, and suggested changes from Respondents due: | | June 13, 2022 | |
| Proposals Due Date: | | June 29, 2022 | |
| Proposals Due Time: | | 2:00 PM | |
| Annual Enrollment Period Begins | | October 2022 | |
| Plan Year Begins | | January 1, 2023 | |
| Relevant Websites: | Web-address: | | |
| Internet website where Addenda to this RFP will be posted: | http://bidopportunities.iowa.gov/ | | |

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| Internet website where contract terms and conditions are posted: | https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf | |
| Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm: | 120 Days | |

Table of Contents

- 1. INTRODUCTION**
 - 1.1. Purpose
 - 1.2. Definitions
 - 1.3. Overview of the RFP Process
 - 1.4. Background Information

- 2. ADMINISTRATIVE INFORMATION**
 - 2.1. Issuing Officer
 - 2.2. Restriction on Communication
 - 2.3. Downloading the RFP from the Internet
 - 2.4. Procurement Timetable
 - 2.5. Questions, Requests for Clarification and Suggested Changes
 - 2.6. Amendment to RFP
 - 2.7. Amendment and Withdrawal of Proposal
 - 2.8. Submissions of Proposals
 - 2.9. Proposal Opening
 - 2.10. Costs of Preparing the Proposal
 - 2.11. No Commitment to Contract
 - 2.12. Rejection of Proposals
 - 2.13. Nonmaterial Variances
 - 2.14. Reference Checks
 - 2.15. Information from Other Sources
 - 2.16. Verification of Proposal Contents
 - 2.17. Proposal Clarification Process
 - 2.18. Disposition of Proposals
 - 2.19. Public Records and Requests for Confidential Treatment
 - 2.20. Form 22 – Request for Confidentiality
 - 2.21. Copyright Permission
 - 2.22. Respondent Representations and Warranties and Agency Disclaimer
 - 2.23. Release of Claims
 - 2.24. Evaluation of Proposals Submitted
 - 2.25. Award Notice and Acceptance Period
 - 2.26. No Contract Rights until Execution
 - 2.27. Choice of Law and Forum
 - 2.28. Restrictions on Gifts and Activities
 - 2.29. No Minimum Guaranteed
 - 2.30. Post Solicitation Debriefing
 - 2.31. Appeals
 - 2.32. Letters of Intent to Propose (Mandatory)

- 3. FORM AND CONTENT OF PROPOSALS**
 - 3.1. Instructions
 - 3.2. Technical Proposal
 - 3.3. Cost Proposal

4. **SCOPE OF WORK**
 - 4.1. Description of Desired Services
 - 4.2. Personnel Performing Services
 - 4.3. Telephone Services
 - 4.4. Administration
 - 4.5. Consultation and Advice
 - 4.6. Financial and Claims Reports

5. **SPECIFICATIONS**
 - 5.1. Mandatory Specifications
 - 5.2. Scored Technical Specifications

6. **EVALUATION AND SELECTION**
 - 6.1. Introduction
 - 6.2. Evaluation Committee
 - 6.3. Technical Proposal Evaluation and Scoring
 - 6.4. Cost Proposal Scoring

7. **CONTRACTUAL TERMS AND CONDITIONS**
 - 7.1. Contract Terms and Conditions
 - 7.2. Contractual Terms and Conditions – No Material Changes/Non-Negotiable
 - 7.3. Special Terms
 - 7.4. Contract Length
 - 7.5. Insurance
 - 7.6. Order of Precedence

Attachment 1 – Certification Letter

Attachment 2 – Authorization to Release Information Letter

Attachment 3 – Form 22 – Request for Confidentiality

Attachment 4 – Check List of Submittals

Attachment 5 – Cost Proposal Form

Attachment 6 – State of Iowa - Dental Claims Information File

Attachment 7 – State of Iowa – Top Providers Report

Attachment 8 – State of Iowa - Dental Plan Booklets

Attachment 9 – State of Iowa - Census Information File

Attachment 10 – Sample Renewal Template (NOT to be provided with proposal**)**

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| SECTION 1 INTRODUCTION |
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1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Administrative Services” means those services to be performed by Contractor for the Department of Administrative Services (DAS) in connection with the Contract, including but not limited to the following: claims processing, dedicated customer services, accounting services, actuarial services, enrollment services, data processing services, and such other related services as the parties may agree are appropriate and necessary to accomplish the objectives of this Agreement. Administrative Services expressly excludes any services for the administration of continued dental coverage pursuant to the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), as amended, or any state or federal law relating to continuation coverage of DAS’s plan, except that Contractor agrees to act as billing agent on behalf of DAS for individuals identified by DAS as being eligible for continued dental coverage under COBRA.

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Benefits Summary” means the written document, which describes and defines a welfare benefit plan for dental services, which DAS established for eligible employees and their dependents.

“Benefits Expense” means the same amount as Claims Paid for the month.

“Claims Paid” means, for Incurred Claims, the amount for which liability is discharged by Contractor’s payment on behalf of DAS without regard to the Incurred Date. This amount is calculated by deducting from the Covered Charges, any amounts attributable to Provider Savings, deductibles, coinsurance, and Contract Limitations. The amount of Claims Settled during the Rating Period is determined by the date of Contractor’s check or remittance.

“Contract Holder” means any individual identified by DAS as a person eligible for and enrolled in the Dental Benefit Program subject to the terms, conditions and limitations described in the Benefits Summary.

“Contract Limitations” means the amounts that are the liability of the Contract holder under the Dental Benefit Program. These include services that are not covered, charges for services that are not dentally necessary, penalties for failure to follow notification requirements and charges for services that exceed contract maximums.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

“Contractor” means the successful Respondent to this RFP.

“Contractor Allowance” means the lesser of the Covered Charge for a specific dental procedure and the maximum allowable fee that Contractor has established for the same dental procedure.

The maximum allowable fee is established by Contractor for a covered dental procedure that is dentally necessary and dentally appropriate. It is developed from various sources, such as contracts with dentists, input from Contractor’s consultants, the simplicity or complexity of the procedure, and the billed charges for the same procedures by dentists in Iowa.

“Contract Year” means calendar year.

“Covered Charge” means the amount billed by a dentist for a covered procedure during the term of the Contract.

“Covered Services” means those dentally necessary procedures, services or supplies that are listed as benefits in the Benefits Summary.

“Cumulative Actual Liability” means the amount for which DAS is obligated to make payment to Contractor. It is the lesser of Cumulative Maximum Liability or Cumulative Benefits Expense and Administrative Fees. The calculation of the State’s Cumulative Actual Liability will be performed monthly throughout the Term of the Contract.

“Cumulative Benefits Expense and Administrative Fees” means the cumulative sum obtained by adding together Benefits Expense and Administrative Fees each month during the Term of the Contract.

“Cumulative Maximum Liability” means the upper limit for which DAS could be obligated to make payment to Contractor. It is the cumulative sum of the Monthly Maximum Liability during the Term of the Contract.

“Dental Benefit Program” means the dental benefits provided to Members by the State of Iowa as described in the benefits certificate Benefits Summary and associated amendments.

“Dentist” means any licensed provider recognized by Contractor for the provision of Covered Services to Members.

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover sheet.

“IBNR” means Incurred but Not Reported.

“Incurred Claims” means claims for dental services that are furnished to Members with a date of service occurring during the Term of the Contract, including the last day the Contract is effective.

“Incurred Date” means the date dental services are provided.

“Maximum Liability Unit Rates” means the dollar amounts per contract per month as stated on Exhibit A for Benefits Expense and Administrative Fees which will be used to determine the Monthly Maximum Liability during the Term of the Contract.

“Member” means any person enrolled in the Dental Benefit Program, including any enrolled spouse and dependents of the Contract holder, subject to the terms, conditions and limitations described in the Benefits Summary.

“Monthly Interim Settlement” means the amount either due from DAS to Contractor, or from Contractor to DAS, as appropriate and as determined pursuant to Section 7.2.4 of this RFP.

“Monthly Maximum Liability” means the monthly total of the amounts obtained by multiplying the Maximum Liability Unit Rates by the number of Contract holders for each coverage classification during each month of the Term of the Contract, including the effects of retroactive additions or deletions of Contract holders reported to Contractor by DAS.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Provider Savings” means the amount saved due to Contractor’s contracts with providers. It is calculated as the difference between the Covered Charges and the Contractor Allowance amount.

“Rating Period” means the twelve-month (12) time period for which the Administrative Fees, Maximum Liability Unit Rates, Terminal Liability Administrative Fees, Terminal Liability Unit Rates, and Weekly Transfer Amounts shown on Exhibit A apply. The division of the Term of the Contract into one or more Rating Periods shall have no effect upon the State’s cumulative liabilities to Contractor or Unrecovered Deficit position throughout the entire Term of the Contract.

“Respondent” means a vendor submitting a Proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“Surplus” means the amount by which the Cumulative Maximum Liability exceeds the sum of the Cumulative Benefits Expense and Administrative Fees during the Term of Agreement, as measured at the end of any month during the Term of the Contract.

“Terminal Benefits Expense” means the amount of Benefits Expense settled by Contractor on behalf of DAS within seventeen (17) months following the end of the Term of the Contract.

“Terminal Liability” means the upper limit of the State’s liability, following the termination of the Contract, for payment to Contractor of Terminal Liability Administrative Fees, Terminal Benefits Expense, and Unrecovered Deficits that exist on the date the Contract terminates. Contractor shall determine the Terminal Liability by first adding together the number of Contract holders in effect for each month for each coverage classification during the twelve (12) calendar months preceding the effective date of termination of the Agreement. The result of this calculation will be multiplied by the Terminal Liability Unit Rates per coverage classification shown on Exhibit A (or subsequent Revisions or Amendments to Exhibit A, if any, duly executed by the parties to this Agreement). Claims, administrative fees, and any remaining Unrecovered Deficit amounts in excess of the amount resulting from this calculation will be the responsibility of Contractor.

“Terminal Liability Administrative Fees” means those amounts stated in Exhibit A expressed as a percentage of Terminal Benefits Expense, following termination of the Contract, which will be charged to DAS for payment of Administrative Services following termination of the Contract.

“Terminal Liability Unit Rates” means the dollar amounts per contract per month as stated on Exhibit A for Terminal Benefits Expense and Terminal Administrative Fees which will be used to determine the Terminal Liability at termination.

“Terminal Reserve Fund Balance” means the sum of all amounts accumulated by DAS for funding of Terminal Benefits Expense, Terminal Liability Administrative Fees, and Unrecovered Deficits.

“Unrecovered Deficit” means the amount by which Cumulative Benefits Expense and Administrative Fees exceed the Cumulative Maximum Liability, as measured at the end of any month during the Term of the Contract.

“URC” means commonly charged fees for health services in a geographic area.

“Weekly Transfer Amount” means the amounts shown on Exhibit A as interim payments from Employer for the purpose of funding Benefits Expense and Administrative Fees.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.

It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with evaluation and selection criteria provided in this RFP.

1.4 Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

1.4.1 Introduction

The State of Iowa Department of Administrative Services, is soliciting proposals for the insurance and administration of its state employee dental benefit plan, excluding SPOC-Covered employees, with a January 1, 2023 effective date. The State of Iowa dental plan is currently available to approximately 22,000 active and retired employees in the Executive, Legislative, and Judicial branches. The primary reasons for this solicitation are to assess changes in the marketplace, ensure financial competitiveness, and to comply with State contract term and procurement requirements. Proposals are required on both a self-funded and maximum liability arrangement basis and must include a statewide dental network with required access.

1.4.2 Current Dental Insurance Plans

The State of Iowa employee dental plans are currently administered by Delta Dental under a maximum liability arrangement. This contract has been in place since January 1, 2017 and was the result of an RFP.

1.4.2.1 Eligibility

The current dental plan is available to approximately 22,000 active and retired State employees in the Executive, Legislative, and Judicial branches. Not eligible for the plan are temporary employees, permanent part-time employees working less than 20 hours per week, and Regents supervisory, professional, and scientific employees, and excluding SPOC-Covered employees,. Of the approximately 15,000 active dental contracts (34% are single and 66% are family), approximately 16,100 are covered by collective bargaining agreements.

1.4.2.2 Experience-Rated Units

There are eleven experience reporting units within the State's Dental Program, as listed below. There are also four relevant union contracts: American Federation of State, County, and Municipal Covered Employees (AFSCME) for both the Executive and Judicial Branch employees, Public Professional & Maintenance Employees (PPME), and United Electrical/Iowa United Professionals (UE/IUP) and non-contract employees. Separate premium and claim accounts must be maintained for each unit and union class.

- **Central Payroll**
- **Department of Transportation**
- **Fair Board**
- **Corrections Districts:**
 - Waterloo Corrections District
 - Ames Corrections District
 - Sioux City Corrections District
 - Council Bluffs Corrections District
 - Des Moines Corrections District
 - Cedar Rapids Corrections District
 - Davenport Corrections District
 - Fairfield Corrections District

1.4.2.3 Current Dental Plan Designs

The state offers one comprehensive dental plan option for all state employees except State Police Office Council (SPOC)-covered employees.

| Delta Premier | Deductible | Coinsurance | Maximum per Calendar Year | Lifetime Maximum |
|-------------------------------------|-------------------|--------------------|----------------------------------|-------------------------|
| Benefit Categories | None | -- | \$1,500 | -- |
| Check Ups and Teeth Cleaning | -- | 0% | Yes | -- |
| Cavity Repair and Tooth Extractions | -- | 20% | Yes | -- |
| Root Canals | -- | 50% | Yes | -- |
| Gum and Bone Diseases | -- | 50% | Yes | -- |
| High Cost Restorations | -- | 50% | Yes | -- |
| Bridges and Dentures | -- | 50% | Yes | -- |
| Orthodontics * | -- | 50% | NA | \$1,500 |
| Dental Implants | -- | 50% | NA | -- |

*Orthodontic coverage is only available for unmarried dependents under age 19.

The reimbursement schedule provided above shows the Member coverage amount, based on payment at 100% of usual, customary and reasonable (UCR), for participating dentist. Individuals are responsible for all costs incurred by a non-participating dentist.

1.4.2.4 Funding

| Plan Year | Contract Type | Dental Plan | |
|------------------|----------------------|--------------------|-----------------|
| | | Total | EE Share |
| 2022 | Single | \$34.00 | \$0.00 |
| | Family | \$88.00 | \$44.00 |
| 2021 | Single | \$ 31.00 | \$0.00 |
| | Family | \$83.00 | \$41.50 |
| 2020 | Single | \$30.60 | \$0.00 |
| | Family | \$82.24 | \$41.12 |
| 2019 | Single | \$29.85 | \$0.00 |
| | Family | \$80.22 | \$40.10 |
| 2018 | Single | \$29.55 | \$0.00 |
| | Family | \$79.43 | \$39.70 |
| 2017 | Single | \$28.68 | \$0.00 |
| | Family | \$77.06 | \$38.52 |

The current contract with Delta Dental is a modified minimum premium arrangement under which the State of Iowa holds the Incurred but Not Reported (IBNR) run-out liability. Under the current contract, upon contract termination, Delta Dental is responsible for any cumulative deficit while the State of Iowa receives any surplus. The State pays claims as they are paid to providers on a weekly basis subject to the cumulative maximum liability.

1.4.2.5 History of Rates and Employee Contributions

Under the State's Plan, the State of Iowa contributes 100% of the premium cost for single coverage and 50% of the premium cost for family coverage.

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| SECTION 2 ADMINISTRATIVE INFORMATION |
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2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and emailed to the Issuing Officer by the time set for the receipt of Proposals. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

Respondent must submit Proposal in the State's Vendor Self Service portal before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected.** Respondents must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Hard copy and faxed Proposals will not be accepted. **There is a 10MB per file size limitation, but no limit to number of files. Plan accordingly.**

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Code Section 72.3.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

The costs of preparation of the Proposal are solely the responsibility of the Respondent.

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

2.12.1 The Respondent fails to submit the Cost Proposal in a separate file.

- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the

Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Respondent Representations and Warranties and Agency Disclaimer

The submission of a Proposal shall be deemed a representation and warranty by the Respondent that it: (a) is a sophisticated party possessing sufficient knowledge and expertise concerning the subject matter of this RFP; (b) is able to fully and independently evaluate the advisability of submitting a Proposal and assuming and performing all duties, liabilities and obligations described in or contemplated by this RFP; (c) has conducted its own independent gathering, review and investigation of all information, facts and data necessary for purposes of making an informed decision whether to submit a Proposal and to assume and perform all duties, liabilities, and obligations described herein, without relying on any specific facts, information or representations of any kind made or provided by or on behalf of the Agency or the State, including any information presented in this RFP; (d) it has investigated all aspects of the RFP and the goods and services requested; (e) it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements; and (f) it has read and understands the RFP. No request for modification of the provisions of the Proposal shall be considered after its submission on the grounds the Respondent was not fully informed as to any fact or condition regardless of materiality or importance. Statistical information which may be contained in the RFP or any addendum is for informational purposes only. The Agency disclaims any responsibility for any facts or information that may subsequently be determined to be incomplete or inaccurate. The Agency does not represent or warrant the accuracy or completeness of any information provided, and neither the Agency nor the State shall be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in this RFP, including any appendices, attachments, or amendments hereto.

2.23 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the

Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

2.27 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.29 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.31 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page,

section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

2.32 Letters of Intent to Propose (Mandatory)

A Letter of Intent to Propose must be emailed to the Issuing Officer and received by the time and date listed in the RFP cover sheet. The Letter of Intent to Propose must identify the RFP by its name and number and include the Respondent's name, mailing address, electronic mail address, fax number, telephone number, a statement of Respondent's intent to submit a proposal in response to the RFP, and an authorized signature.

Submitting a Letter of Intent to Propose is a mandatory condition to submit a Proposal and to receive written responses to Respondents' questions and Addenda to the RFP. **Failure to submit a Letter of Intent to Propose by the deadline specified will result in the rejection of the Respondent's Proposal.**

Respondent's that have submitted a letter of intent to bid will be provided with a Non-Disclosure form that must be signed and emailed to the Issuing Officer in order to receive the Census Report (Attachment 9) which is required for the development of a proposal pertaining to this RFP. **The submission of a completed Non-Disclosure form is a mandatory requirement of this RFP.**

| |
|---|
| SECTION 3 FORM AND CONTENT OF PROPOSALS |
|---|

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

RFP0622005118 – Respondent Name –Technical Proposal

RFP0622005118 – Respondent Name –Cost Proposal

3.1.2 Files must be attached to Respondents submission in the State of Iowa – Vendor Self Service (VSS) portal. https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

3.1.3 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

RFP0622005118 – Respondent Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

3.1.6 If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’s mailing address, electronic mail address, fax number, and telephone number.

3.2.2 Table of Contents

The Respondent shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

3.2.3 Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 3.2.3.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.
- 3.2.3.2** An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.3.3** Any other summary information the Respondent deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.5 Respondent Background Information

The Respondent shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.

3.2.5.10 Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

3.2.5.11 Respondent’s accounting firm.

3.2.5.12 The successful Respondent will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Respondent must provide the following information regarding its experience:

3.2.6.1 Number of years in business.

3.2.6.2 Number of years of experience with providing the types of goods and/or services sought by the RFP.

3.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

3.2.6.4 A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.

3.2.6.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent’s performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.6.6 Describe any pending agreements to merge or sell the company.

3.2.6.7 What is your total number of employer clients for dental benefits administration? In the table below, provide the average number of participants for the geographic areas and time periods specified:

| | USA | Iowa |
|--------------------|-----|------|
| As of January 2020 | | |
| As of January 2021 | | |
| As of January 2022 | | |

3.2.6.8 What is your average client size (in terms of members)? What is the size of your largest client (number of members)?

3.2.6.9 What ratings have you received from the following rating companies?

| Company | Rating |
|-------------------|--------|
| A.M. Best | |
| Standard & Poor’s | |
| NCQA | |

- 3.2.6.10** What fidelity and surety insurance or bond coverage do you carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees that would protect this plan in the event of a loss. Do you agree to furnish a copy of all such policies for review by legal counsel if requested?
- 3.2.6.11** Provide the following detailed information on a maximum of three (3) of the company's largest dental benefit plans in which you provide dental network, insurance and administrative services. Public sector references of similar size to the State of Iowa are preferred.
- a. Name of employer sponsoring plan
 - b. Date the Contractor was hired
 - c. Plan inception date
 - d. Number of individuals participating in the plan
 - e. Number of individuals eligible to participate
 - f. Types of services provided to plan sponsor
 - g. Contact information (name, phone number, fax number, email address)
- 3.2.6.12** Has the bidder ever held a contract with the State of Iowa? If so, specify dates, contracting department, the name and title of the state official overseeing the contract, and the services performed.
- 3.2.6.13** Provide details on specific experience your company has had in each of the following areas. Public sector examples are preferred. (Details will include plan category, name of the employer sponsoring plan, the number of participants involved, and the size of the plan.)
- a. Performing dental benefit plan administration.
 - b. Accurate payment of claims.
 - c. Providing a state-wide dental network.
 - d. Operating an interactive voice response telephone system for participants.
 - e. Designing written communication items, such as forms, brochures, PowerPoint presentations, and flyers to be provided to participants.
 - f. Receiving electronic eligibility data from employer plan sponsors.

3.2.7 Termination, Litigation, Debarment

The Respondent must provide the following information for the past five (5) years:

- 3.2.7.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.7.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.7.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.7.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.7.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

3.2.8 Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.9 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.10 Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

3.2.11 Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

3.2.12 Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

3.2.13 Addendums

Provide signed copy of posted RFP addendums.

3.2.14 Request for Confidentiality

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services.

3.3.1 General

Required Cost Proposal formats are provided electronically in Attachment 5. Vendors are required to complete the forms as provided in this solicitation. Proposals are requested for a fully insured arrangement.

Any administrative, travel, or educational expenses are to be included in the proposal. No commissions will be payable. DAS will not compensate the Respondent in any way for this program.

3.3.2 Escalation Clause

Annual administrative fee adjustments for renewal periods will be capped at the lesser of 3% or the increase, if any, in the Consumer Price Index for Urban Consumers (CPI-U) – Midwest Region from December 31 to December 31 (or an alternate proposed CPI factor).

3.3.3 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.4 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.3 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.4.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must

abide by the State of Iowa's Terms of Pcard Acceptance. Contractors must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.4.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.4.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

SECTION 4 SCOPE OF WORK

Overview

The successful Respondent shall provide the services to the State in accordance with the requirements as provided in this Scope of Work.

4.1 Description of Work

The State of Iowa is soliciting proposals from qualified companies to provide a statewide dental network and administer the dental benefit program for State of Iowa employees effective January 1, 2023. Contractor shall provide administrative services for the Dental Benefit Program for eligible employees of the executive, legislative, and judicial branches of Iowa state government. Contractor will also be responsible for providing written communications, Benefits Summaries, cost estimates for both legislative and collective bargaining proposals and other services as identified in this Agreement. The selected Respondent will also be responsible for projecting costs for collective bargaining and proposed legislation, as well as assume fiduciary responsibilities for the plan. Proposals are required for a minimum premium arrangement and proposers may also provide a self-insured arrangement option. Additional alternative funding arrangement proposals may be submitted.

4.1.1 Purpose of Services

DAS desires that Contractor settle claims with dentists for dental services provided to Members, and Contractor desires that DAS reimburse Contractor for Benefits Expense plus Administrative Fees as more specifically set forth in this RFP.

The Maximum Liability Unit Rates and Terminal Liability Unit Rates are not rates that must be paid regardless of the ultimate claim cost, as would be true of a fully insured program. Contractor will only settle claims incurred by Contract holders and Members. If the funding level for claims has been set too high for any reason, the excess funds are maintained by DAS, not by Contractor. On the other hand, if claim costs exceed the Cumulative Maximum Liability Limits, Contractor will be liable for the excess.

Contractor shall provide the following services in accordance with the defined performance expectations as set forth below.

4.1.2 Desired Plan Designs

Contractors should review the Dental Benefits Summary and the electronic benefit certificates provided at the State's web site: <https://das.iowa.gov/human-resources/employee-and-retiree-benefits/employees/group-insurance/dental-insurance> and as described in Section 1.4.2.3 in this RFP.

4.1.3 Desired Funding Arrangement

For 2023, the State is exploring self-funding the employee dental program. The following parameters may be included in any resulting Contract and should be included in your cost proposal assumptions. Any deviations must be clearly noted.

The following parameters are required and must be included in your proposal. Any and all deviations must be clearly noted in Attachment 2.

4.1.3.1 Minimum Premium – Required Proposal

- 4.1.3.1.1** The State will pay claims as they are paid to providers, based on advice of draft needed, subject to the cumulative liability.
- 4.1.3.1.2** The State of Iowa will hold the IBNR and responsibility for the claims paid and administrative fees up to the Cumulative Maximum and Terminal Liability limits.
- 4.1.3.1.3** The Contractor will limit the State’s responsibility for the terminal liability, or maximum IBNR.
- 4.1.3.1.4** Terminal Liability Rates may be adjusted for projected deficits. Projected deficits will be based on any deficits at the time of renewal, projected to the end of the calendar year.
- 4.1.3.1.5** Accumulated deficits are the responsibility of the Contractor and the State will collect any surpluses upon contract termination.
- 4.1.3.1.6** Following termination, the Terminal Liability Rates are the upper limit of the State’s liability for claims, administrative fees, and unrecovered deficits.
- 4.1.3.1.7** Renewal trend calculation – The overall renewal trend will be comprised of the State of Iowa actual utilization trend and the Contractor’s book of business cost trend.

4.1.3.2 Self-Funding - Optional Proposal

(Minimum premium proposal must be completed in order for the self-funded proposal to be considered)

- 4.1.3.2.1** The Contractor must guarantee the administration fees for both 2023 and 2024 contract periods.
- 4.1.2.3.2** Annual administrative fee adjustments will be capped at the lesser of 3% or the increase, if any, in the Consumer Price Index for Urban Consumers (CPI-U) -Midwest Region from December 31 to December 31 (or an alternate proposed CPI factor).
- 4.1.2.3.3** The Contractor and the State will agree upon annual claims targets. Claims 5% or more in excess of this target will result in a Contractor penalty. This penalty will be in the form of an administrative fee reduction of 5% each month claims are in excess of the agreed upon target.
- 4.1.3.3.4** Attachment 10 of this RFP provides a sample of the renewal template that will be required annually. This is for illustration purposes and does not need to be completed for this RFP.

4.1.4 Employee Contributions

Again for 2023, under the State’s Plan, the State of Iowa contributes 100% of the premium cost for single coverage and 50% of the premium cost for family coverage.

4.2 Personnel Performing Services

Contractor shall maintain sufficient personnel in its offices to enroll eligible employees under the Dental Benefit Program, to process claims, to assist in the reconciliation of any discrepancies between Contractor’s records and those of the State, to answer inquiries of Members and the State as to claims and other records maintained or generated by Contractor; and to otherwise fulfill its duties and responsibilities under this Agreement.

As part of the consideration for this Agreement, DAS is relying on the personal skills of the key individuals identified in Contractor's proposal to perform the services described in the scope of services. Contractor shall send written notification to DAS at least ten business days prior to making any substitutions of key personnel during the term of this Agreement or any extensions thereof. Upon notification, Contractor shall provide DAS with information regarding new key personnel to ensure a smooth transition. In addition, if DAS reasonably determines that the performance of any Contractor personnel does not meet DAS's reasonable expectation, Contractor is responsible for taking steps to mitigate the situation within five business days or other agreed upon time between parties.

4.3 Telephone Services

The Contractor shall maintain a toll-free telephone number to respond to Member inquiries as well as a toll-free TDD line for hearing impaired Members. Upon proper identification, the Contractor shall, to the extent possible, answer inquiries over the telephone. The Contractor shall also provide an interactive voice response toll-free telephone system, which will enable Members to obtain current, personalized information concerning their claims as well as general information concerning the Dental Benefit Program. Such system shall be available twenty-four (24) hours a day seven days per week. Contractor shall advise all Members of the availability of its toll-free numbers.

4.4 Administration

Contractor shall administer the program as described in the RFP. Under this Agreement, Contractor shall assume fiduciary responsibility for the Dental Benefit Program.

4.5 Consultation and Advice

Contractor shall advise DAS of present and future changes, legislative or otherwise, which would impact the Dental Benefit Program as well as assist DAS in maintaining compliance with any and all regulations and laws. Contractor shall recommend amendments to the Agreement or changes in program operation as may be required by changing conditions, laws or regulations, or as may be beneficial in offering Members the most advantageous dental benefits.

4.6 Financial and Claims Reports

Contractor will provide DAS with financial and claims reports in the frequency shown below by total and by dental plan. The costs for these reports are included in the Administrative Fee. If subsequent revisions are requested that require the allocation of significant programming resources, a fair-cost based estimate will be provided to DAS prior to proceeding with revisions. Changes which do not require significant programming will be incorporated without additional cost to DAS.

| <u>Report</u> | <u>Frequency</u> |
|---------------------------------|-------------------------|
| Dental Management Review | Annual |
| Enrollment Demographics Profile | Annual |
| Dental Utilization | Annual |
| Dental Billing | Monthly |

SECTION 5 SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

5.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating **“yes”** a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

- 5.1.1** Contractor shall have the capability of providing a statewide dental network.
- 5.1.2** Contractor shall have the capability of administering the State’s plan design within the timelines and requirements stated in the RFP.
- 5.1.3** Contractor shall have a minimum of ten years’ experience serving large public sector clients and union groups and have current experience providing similar dental benefit plan administration to large employers; Iowa specific experience is preferred.
- 5.1.4** Contractor shall be qualified to do business in the State of Iowa and must be registered with the appropriate state authorities.
- 5.1.5** Any reinsurance agreements or joint administration arrangements must be described in detail in your proposal and will be subject to approval by the State.
- 5.1.6** Contractor must be able to send and receive files within the State’s Workday platform. Files must be received in The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 834 file format.

5.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

5.2.1 Scope of Work

The Contractor shall address each specification in Section 4 – Scope of Work and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the specification. Proposals must address each specification. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

5.2.2 Implementation and Account Management

5.2.2.1 Describe the process, timetable and specific tasks involved in being operational for the 2023 Plan Year Enrollment (October 2023). Include a detailed implementation plan and business plan or timeline. Be specific with regard to the following:

- Timing of significant tasks
- Responsibilities and resources including level of expertise of State of Iowa
- Transition with incumbent carrier
- Length of time implementation team will be responsible for the State of Iowa
- Staff assigned to attend open enrollment/educational sessions at various State of Iowa employee locations

5.2.2.2 Please describe how you will transition the plan administration services from the current Contractor (proposed dates, etc.). The State of Iowa, will require that historical data (e.g. orthodontia historical claims) to be transferred from the previous Contractor? Describe how this will be accomplished.

5.2.2.3 Designate the names, titles, location, telephone numbers, email addresses, and fax numbers of the following representatives of the company. For the account service individuals listed, provide brief biographical information, such as years of service with your company, experience as it relates to this proposal, and the number of clients for which they perform similar services.

- a. The key individual representing your company during the proposal process;
- b. The key individuals on your proposed implementation team;
- c. The key individual who will be assigned overall contract management; and
- d. The key individual responsible for day-to-day service.

5.2.2.4 Please provide the following information on the specific areas listed below that will be servicing the State of Iowa.

| | Geographical Location(s) | Hours of Operation (Specify PST/CST/EST) | Is this service outsourced? Yes or No? <i>If Yes, provide name of company to which the function if outsourced.</i> |
|------------------------------|---------------------------------|---|--|
| Member Service Center | | | <input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ |

| | | | |
|--|--|--|--|
| | | | <input type="checkbox"/> No |
| Claims Administration Office | | | <input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ <input type="checkbox"/> No |
| Account Management Office | | | <input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ <input type="checkbox"/> No |
| Utilization Management | | | <input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ <input type="checkbox"/> No |
| Other (Specify functional area) | | | <input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ <input type="checkbox"/> No |

5.2.2.5 As an attachment to the Proposal, provide a sample of standard management reports that you would agree to provide the State. Include the timing and frequency of these reports.

5.2.2.6 Please describe any ancillary services, discounts or benefits the State and its employees would receive for contracting for services with your company. For example, some Contractors offer vision discounts to members.

5.2.3 Claims and Eligibility Administration

5.2.3.1 Please describe any qualifications or clarifications you would like to make regarding your company’s ability to meet the requirements stated in this RFP. Are you able to replicate the plan design requested? The current plan information can be found at: <https://das.iowa.gov/human-resources/employee-and-retiree-benefits/employees/group-insurance/dental-insurance> If not, please describe any and all limitations, accommodations, or suggested modifications. Verify that you are willing to accept fiduciary responsibility for the plan.

5.2.3.2 Please provide samples of the following for all services and coverages proposed:

- Provider directories for the State of Iowa
- Sample claim forms
- Sample identification cards
- Dental Explanation of Benefits (EOB)
- Enrollment form/kits
- Sample billing statement
- Other, please describe

Is there an additional charge for any of these materials? Can these be customized for the State of Iowa? Is there a cost for this service? Can you

provide identifications cards that do not list participant social security numbers?

5.2.3.3 Please describe the claims payment process for participant claims. Describe your claims turnaround times and processes for plan administration. What percentage of claims is submitted electronically? What percent of claims submitted are auto-adjudicated?

5.2.3.4 How long has your claims system been operational?

5.2.3.5 Do you expect to make any major system changes (i.e., move locations, upgrades, etc.) in the next 24 months? If yes, what are they and how will this impact the State of Iowa?

5.2.3.6 What database do you utilize to determine reasonable and customary (R&C) (e.g. HIAA, Book-of-Business, or specify other). How often is this information updated? What percentile is used? Please indicate current database and specify if you can duplicate.

5.2.3.7 How do you approach coverage continuations for employees terminating State employment? What conversion options are available to employees when they leave employment?

5.2.4 Customer Service

5.2.4.1 What are the specific customer service hours you are proposing for the State of Iowa? The State would prefer access between the hours of 8 am. to 6 pm. CSDT, 5 days per week. Describe your typical number of customer service representatives per company participants. Do you typically assign fully dedicated representatives to clients of the State's size?

5.2.4.2 Describe your customer service triage approach (e.g., live or phone tree) and your call tracking abilities. How many menu options does a member have to go through to get to a live operator?

5.2.4.3 Describe your approach to training customer service representatives. What is the required education level of your representatives? How will representatives learn about the State of Iowa program specifics? What type of ongoing training is provided?

5.2.4.4 Describe the performance of the customer service resources that would be available for members, including your organization's goals and performance (over the last 18 months) for the following statistics:

- Total number of daily incoming calls
- Number of representatives available to take calls
- Average customer wait time
- Number of calls answered
- Number of calls abandoned

5.2.4.5 How often are provider directories updated? Are provider directories maintained online? Will both hard copy and on-line provider directories be available to the State of Iowa?

5.2.5 Quality Controls & Audits

5.2.5.1 Describe the quality controls, auditing and peer review mechanisms in place for your claim processing department. Do you use internal or independent/outside auditors? What is the percentage of claims audited? What is the frequency that internal audits are performed?

5.2.5.2 Describe how you measure and track customer satisfaction. How is this information used? Describe the grievance and/or appeals protocols in place for plan participants. Do you have a response time goal for which to respond to claim and other questions and complaints?

5.2.5.3 Does your quality improvement program include/track:

| Area | Yes | No |
|--|--------------------------------|----|
| Supervisor daily review | | |
| If yes, how many calls to you monitor per month per customer service representative? | _____ Calls per Month Per Rep. | |
| Silent monitoring of calls for accuracy and service | | |
| Percentage of resolutions on first call within range | | |
| Review of member correspondence | | |

5.2.5.4 Do you agree to offer the State the right to audit your organization’s claim processing service, records and other relevant activity associated with its plan Members? If so, are you willing to partially pay for the audit as the results can be used to the benefit of both the State and the carrier?

5.2.5.5 Describe your disaster recovery plan for restoring application software and master files.

5.2.6 Internet Capabilities

5.2.6.1 Indicate whether Internet- or intranet- based systems to access and/or modify eligibility data, claims data, etc. is available. If available, describe the internal and external systems security measures in place.

5.2.6.2 Complete the following on your Internet capabilities. What information is provided?

| Member Can: | Yes | No |
|---|-----|----|
| Check for a provider (Name, address and location) | | |
| Check the status of a claim | | |
| Check for their own EOB | | |
| Print out (or request) an ID card | | |
| E-mail a question | | |
| Verify eligibility | | |
| Inquire about plan design | | |
| Review covered items under the plan on-line (i.e., On-line SPD) | | |
| Other? | | |
| Employer Can: | Yes | No |
| Print reports | | |
| Print directories | | |
| Order supplies | | |
| Ask a question | | |

| | | |
|---|------------|-----------|
| View eligibility information | | |
| Check payment of fees | | |
| Request ID card on behalf of member | | |
| Other? | | |
| Provider Can: | Yes | No |
| Check eligibility of member | | |
| Submit a claim electronically | | |
| Search for a specialist | | |
| Check status of claim payment | | |
| Check to see if an item is covered | | |
| Review plan requirements (for Pre-Cert) | | |
| Other? | | |

What enhancements are expected to your website and what is the expected delivery date?

- 5.2.6.3 How do you maintain a secure environment for communicating and transacting business with each audience (plan members, providers, and plan sponsors)? Briefly summarize your participant privacy policy.
- 5.2.6.4 Please describe the steps you have taken to reduce the possibility of member identity theft. What security measures do you have in place to ensure the integrity of your data systems and the personal health information of members on these systems?

5.2.7 Network Accessibility and Disruption

For the State of Iowa Dental Plan, we are requiring that Contractors provide a GeoAccess network accessibility and disruption analysis outlining network access based on the following parameters. This GeoAccess analysis must be provided for your Iowa statewide network. Census files (Attachment 9) and a State of Iowa Top Provider report (Attachment 7) have been provided for your use.

5.2.7.1 Please indicate a response to the following questions:

- Do network discounts apply after an individual has met the annual maximum?
- Do network discounts apply to dental procedures that are not covered by the State's dental plan?

5.2.7.2 **If you are proposing multiple networks, please complete the separate for each network.** For example, if you are proposing a dual network option under a scenario (e.g., a small inner-tier network with deep discounts surrounded by a broad outer-tier network with lesser discounts), please complete the exhibit for both the inner-tier and the outer-tier network.

5.2.7.2.1 Please provide the GeoAccess summaries and back-up detail for employees who fall both within and outside the following access standards. In addition, please indicate which providers listed in Attachment # 7, (State of Iowa Top Provider Report) participate in your network.

5.2.7.2.2 Please provide the GeoAccess summaries and back-up detail for employees who fall both within and outside the following access standards. In addition, please indicate the number of providers listed in the attached State of Iowa Top Provider report that participate in your network.

| Provider Type | Access Standard |
|---|--|
| Primary Care Dentists | 2 in 10 miles with an open practice |
| Specialists (excluding orthodontists) | 2 in 10 miles with an open practice |
| Orthodontists | 2 in 10 miles with an open practice |
| State of Iowa Top Providers (attached report) | Indicate which current State of Iowa top providers (see reports provided) participate in your proposed network |

5.2.7.3 Please complete the following table regarding your network in the State of Iowa. County 1 through 5 should be based on the five most populated counties in your network by members.

| Location/Zip Code | Primary Care |
|-------------------|--------------|
| State of Iowa | |
| County 1 | |
| County 2 | |
| County 3 | |
| County 4 | |
| County 5 | |

5.2.7.4 Is any part of your network leased? Please describe the percentage and if any extra fees apply. If yes, identify owner of the network and the geographic service area.

5.2.7.5 How often are provider contract rates renegotiated? Do your contracts include a specific clause which limits the amount of increase? Are there automatic annual increase provisions included in any of your contracts?

5.2.7.6 Do you anticipate renegotiating provider contracts in the next 12 to 24 months?

5.2.7.7 Have you renegotiated any provider contracts in the last 12 to 24 months? If you have, what was the financial impact to your organization and your customers?

5.2.7.8 Do you negotiate out-of-network claims or any situation where a dentist is charging a higher fee and non-participating? Do you provide a network for out-of-state claims? If so, is this network nationwide? Please confirm if out-of-state claims are incurred network providers will pay at the in-network level.

5.2.7.9 Do you provide services to out-of-area dependents? If so, how do you identify dependents in an out-of-service area? Can you provide access to network providers at discounted rates to out of town student members?

- 5.2.7.10** What is your standard process and advance notification timeframe to notify the State of Iowa and its members of network changes?
- 5.2.7.11** What is the current percentage of providers that are accepting new patients?
- 5.2.7.12** Do you have a system for maintaining credentialing information? How often is each provider re-credentialed? What information is verified during provider re-credentialing? Please complete the provided table.

| Verified During Dentist Re-credentialing | Utilized (Y/N) |
|--|----------------|
| State License | |
| Malpractice | |
| Site Visits | |
| Other; please list | |

- 5.2.7.11** Please list your most recent annual network provider turnover rates (percentages) for both voluntary and involuntary turnover?
- 5.2.7.12** Enter the percentage of Providers that are reimbursed by the following methods in the following table.

| Method of Reimbursement | % Reimbursed by Method |
|--|------------------------|
| Salary | |
| Discounted Fee For Service w/ Withhold | |
| Fee for Service w/ Bonus | |
| Fee Schedule | |
| Capitation | |
| Capitation w/ Withhold | |
| Capitation w/ Bonus | |
| Percentage Discount | |
| Other; please specify | |
| Total | |

5.2.8 Performance Criteria

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1) (Iowa Code 2003). Please review these proposed performance criteria carefully and provide your comments and any deviations in the Contractor comments column, and detail in your proposal.

| Performance Objective | Contractor Comments |
|---|---------------------|
| Percentage of Fees/Premiums at Risk | |
| 10% of Administration Fees | |
| Implementation | |
| Administrator will meet all significant deadlines related to program implementation as discussed and agreed to at the project-planning meeting. | |
| Account Service | |
| The Contractor will provide a dedicated account executive that will handle service issues related to the program. | |

| | |
|---|--|
| The Contractor's representatives (all levels) will be accessible to the State's benefits staff via electronic mail. | |
| Standard and agreed upon State-specific reports provided on time | |
| Prompt notice of state/federal law changes Delivery of contracts and amendments prior to effective dates for review and signatures Regularly scheduled meetings as determined by the State Meeting service quality as determined by the State Prompt resolution of problems | |
| Claims Administration/Quality Assurance | |
| <p>Claims Administration:</p> <ul style="list-style-type: none"> • Financial Precision - 98% • Accurate Payment Frequency – 99% • Claim Turnaround – median average on clean claims of 7 days and 100% of clean claims paid or denied within 30 calendar days | |
| Provider Network | |
| <p>Network Accessibility: Minimum of 80% of all participating providers must have open practices</p> | |
| Member Services | |
| <p>Member Services Phone Response/ Abandonment Rates:</p> <ul style="list-style-type: none"> • 85% reach a live voice within 30 seconds • Abandonment rate less than 3% • 85% of member services issues will be resolved on the first call <p>Written Responses:</p> <ul style="list-style-type: none"> • 85% within 2 working days; 90% within 7 working days; 98% within 30 days <p>ID Card Distribution:</p> <ul style="list-style-type: none"> • 100% of initial ID cards mailed within 7 calendar days of receipt of eligibility data for ongoing enrollments <p>Benefit Certificates</p> <ul style="list-style-type: none"> • 100% of certificates mailed within 30 days of receipt of eligibility data for ongoing enrollments <p>Eligibility:</p> <ul style="list-style-type: none"> • Tapes uploaded bi-weekly from the State • 99% of all eligibility records complete and accurate | |
| Client Services | |
| <ul style="list-style-type: none"> • Renewal and information requests will be provided to the State in a timely and | |

accurate manner and within 30 days of written request.

- All written data requests from the State acknowledged within 5 business days. This acknowledgement must include a timeframe for completion.
- All written data requests must be presented to the State within the timeframes forwarded.

SECTION 6 EVALUATION AND SELECTION

6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

6.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer "Yes" to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP closing.

6.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be forwarded to a third party vendor who will assist in scoring the Cost Proposals.

6.5 Total Score

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

6.6 Tied Score and Preferences

6.6.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

6.6.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

6.6.3 In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.

- 6.6.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.6.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 7, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 7.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 7.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

7.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

7.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

7.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

7.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

7.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

7.3 Special Terms and Conditions

7.3.1 Responsibilities of the Agency

During the Term of the Contract, the Agency agrees to furnish Contractor with timely information in a form and manner reasonably required by Contractor in order that Contractor may properly discharge its responsibilities under this Contract, including but not limited to information necessary for the proper administration of coordination of benefits, subrogation, worker's compensation and other limitations and exclusions described in the Benefits Summary. The Agency shall be responsible for providing the initial eligibility status of Members and providing such information to Contractor. In addition, the Agency shall provide any information as it may become available which affects the eligibility status of Members.

7.3.2 Responsibilities of Contractor

Contractor will settle Incurred Claims and perform Administrative Services. Contractor will perform ongoing eligibility maintenance as information becomes available to Contractor that is inconsistent with a Member's eligibility status under the Dental Benefit Program. DAS Benefits Summaries setting forth the benefits and provisions of the Dental Benefit Program will be jointly developed and approved by both parties. Contractor will distribute the Benefits Summaries to Contract holders, unless directed otherwise by the Agency.

7.3.3 Subrogation

Contractor shall provide subrogation recovery service. Such service will include all steps taken, excluding litigation in the State's name, to recover Claims Settled that may be found to be the liability of a third party or other insurance carrier. The Agency shall accept any recoveries as negotiated by Contractor as settlement in full. However, if the fee charged for collection of the subrogation interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Contractor will not authorize pursuit or settlement of the subrogation claim by said Member's attorney without the authorization of the Agency. Further, if, in the opinion of Contractor, recovery of funds will not offset the costs associated with such recovery, Contractor shall inform the Agency in writing of its opinion. Thereafter, unless the Agency directs otherwise, the claim shall not be further pursued by Contractor. In such case, the Agency may obtain an assignment of the Claim Settled from Contractor, and pursue any recovery on its own. In the event the Agency directs Contractor to pursue any such recovery notwithstanding any such notice, the Agency shall be responsible for any attorney fees and costs that exceed the amount of the recovery. Within thirty (30) days following the end of a quarter (the first report to be issued by April 30, 2023), Contractor shall provide the Agency with a report of the status of its subrogation cases under this Contract.

7.3.4 Settlement of Incurred Claims and Administrative Service Fees

7.3.4.1 Weekly Transfer

The Agency will remit to Contractor the Weekly Transfer Amounts on the first four (4) Mondays of each month during the Term of the Contract, or on the next business day if the Monday is a State holiday. The Weekly Transfer Amounts may be changed by mutual agreement of the parties in the event the Agency continually maintains a Surplus position. Contractor reserves the right to require the original Weekly Transfer Amounts if the State's position changes to an Unrecovered Deficit position.

7.3.4.2 Monthly Statements

Within twenty (20) calendar days of the end of each calendar month during the Term of the Contract, Contractor shall submit to the Agency a monthly statement for the preceding month. The statement will show the following amounts, as determined through the last calendar day of the preceding month:

- a. Cumulative Benefits Expense and Administrative Fees
- b. Cumulative Maximum Liability
- c. Cumulative Actual Liability
- d. Cumulative Cash Received
- e. Total Weekly Transfer Amounts Received by Contractor
- f. Total Monthly Interim Settlements Received by Contractor
- g. Monthly Interim Settlement
- h. Benefits Expense and Administrative Fees
- i. Monthly Maximum Liability
- j. Unrecovered Deficits, or Surpluses, if any
- k. Claims Settled, and
- l. Administrative Fees

7.3.4.3 Monthly Interim Settlement

- a. The Monthly Interim Settlement due from the Agency each month shall be equal to the amount obtained by subtracting the total of all Weekly Transfer Amounts and all Monthly Interim Settlements received from or paid to the Agency during the Term of the Contract through the end of the preceding month from the Cumulative Actual Liability as determined through the end of the preceding month.
- b. If the amount of the Cumulative Actual Liability is less than the total of Weekly Transfer Amounts and Monthly Interim Settlements previously received from or paid to the Agency, then Contractor will refund the difference to the Agency by the last day of the calendar month in which the statement was issued. The amount paid will be the Monthly Interim Settlement for that month.
- c. If the amount of the Cumulative Actual Liability is greater than the total Weekly Transfer Amounts and Monthly Interim Settlements received from or paid to the Agency, then the Agency will remit the difference in accordance with Section 1.5.1 of the General Terms and Conditions for Service Contracts/Solicitations (link provided on page 2 of the RFP Cover Sheet). The amount received from the Agency will be the Monthly Interim Settlement for that month.

7.3.4.4 Final Settlement upon Termination of Contract

Upon termination or expiration of the Contract, there will be run-out claims known as Terminal Benefits Expense, which will be handled as set forth in this paragraph.

- a. Contractor has no obligation to settle Incurred Claims which are submitted to Contractor for processing more than 365 days after the end of the calendar year in which the claim was incurred.
- b. Subject to the timely filing limitation in subparagraph (a), for up to seventeen (17) months following the effective date of termination, the Agency shall pay Contractor for all Terminal Benefits Expense, Terminal Liability Administrative Fees, and Unrecovered Deficits, with the exception of those that exceed the amount of Terminal Liability.
- c. Within twenty (20) calendar days after the end of each calendar month of the first year following the effective date of termination, Contractor shall submit to the Agency a monthly statement showing the amount of Terminal Benefits Expense during the preceding month, the amount of Terminal Liability Administrative Fees for the preceding month, and the amount of any Unrecovered Deficit. The amount due from

the Agency shall be the total amount of Terminal Benefits Expense and Terminal Liability Administrative Fees for the preceding month, plus any existing unpaid Unrecovered Deficit, subject to the limit of the Terminal Liability. Payment is due from the Agency as provided in Section 1.5.1 of the General Terms and Conditions.

- d. In the event the Agency terminates this Contract prior to December 31, 2025, for any reason other than a material breach of the Contract committed and not cured by Contractor within the time period indicated in the Agency's notice, the provisions of subsections (a) through (c) of this section 7.2.4.4 shall not apply. In such event, the Agency shall be obligated to make payment to Contractor for the amount of any Unrecovered Deficits that may exist as of the effective date of termination. The Agency shall also be obligated to pay Contractor for Terminal Benefits Expense, Terminal Liability Administrative Fees, plus any outstanding unpaid amounts due from prior periods during the Term of Contract within sixty (60) days from receipt of a monthly statement from Contractor showing such amounts.

7.3.4.5 Grace Period

There will be a twenty (20) day grace period in effect for any payment due under this Section, which shall be administered as follows:

If any payment is not received as scheduled, without notification from the Agency as to the cause, Contractor will provide written notice to the Agency of such non-payment(s) within ten (10) days following the payment due date. If no payments have been received within twenty (20) days following the payment due date, this Contract will terminate in accordance with Section 1.6.7 of the General Terms and Conditions.

7.3.5 Changes in Financial Terms

7.3.5.1 Changes to Exhibit A Financial Information

- a. The Administrative Fees, Maximum Liability Unit Rates, Terminal Liability Unit Rates, Terminal Liability Administrative Fees, and Weekly Transfer Amount set forth on Exhibit A may be changed by mutual consent of the parties through an amendment to the Contract. However, Maximum Liability Unit Rates are subject to a 3% rate cap plus the guarantee for 2023 and 2024
- b. Contractor will be provided advance notice of the Agency's intent to materially change its contribution strategy. Contractor will use its actuarial expertise to adjust only the claims portion of the Maximum and Terminal Liability Unit Rates, up or down, without regard to existing surplus or deficit, to reflect the changing risk of individuals in the affected benefit plan. Contractor will communicate any adjustment to the Agency. If the adjustment to the Maximum and Terminal Liability Unit Rates is not required as a result of the change in contribution strategy, the amendment will so state.
- c. In the event that the Agency deems it necessary to change the eligibility and enrollment policies contained in this Contract, the effect, if any, of the change in policy on the financial terms will be determined by Contractor using appropriate underwriting and actuarial principles without regard to Surplus or Unrecovered Deficit position and communicated to the Agency. With the mutual agreement of the parties this Contract will be amended as appropriate to reflect the change in eligibility and enrollment policies and any changes in Administrative Fees, Maximum Liability Unit Rates, Terminal Liability Administrative Fees, or Terminal Liability Unit Rates that may be required as a result of the change in the Agency's policy. If Contractor reasonably determines that no

adjustment to the Administrative Fees, Maximum Liability Unit Rates, Terminal Liability Administrative Fees or Terminal Liability Unit Rates is required as a result of the policy changes, the Amendment shall so stipulate.

7.3.5.2 Administrative Fees

Administrative Fees for Rating Periods subsequent to a change in financial terms as set forth in subsection 7.2.5.1 will not exceed those proposed by Contractor in Its Proposal. For rating periods thereafter will not increase by more than the lesser of Midwest Urban (All Items) CPI or 3%. The Terminal Liability Administrative Fees will not increase by more than the lesser of Midwest Urban (All Items) CPI or 3%.

7.3.5.3 Material Change Event

In the event there is a material change in: (i) employment levels; (ii) benefits; or (iii) financial contribution by the Agency during the Term of the Contract, the parties agree to negotiate in good faith within one (1) month following the occurrence regarding changes to the Terminal Liability. For purposes of this section, a material change is one in which there is a deviation, up or down, of at least ten percent (10%) in (i) the number of participating employees of the State of Iowa, (ii) the cost of the new or reduced benefits, or (iii) the level of financial contribution by the Agency.

7.3.5.4 Renewal Rating Guidelines

Contractor will utilize the following guidelines in evaluating rates for renewal, if any, of the Agency's dental plans:

- a. Claims estimates will be based on incurred claims for the most recent twelve (12) month calendar year. These claims will be adjusted for any changes made in benefits during the experience period.
- b. The result in subsection (a) above will be multiplied by Contractor's corporate dental cost trend factor and the State of Iowa's specific utilization trend factor, for the appropriate time period, in effect at the time the calculation is made. The dental trend factor will be applied to claims for dental services by benefit type. The trend factor will adjust claims to the anticipated level of usage for the Contract period.
- c. An estimate of incurred but not reported (IBNR) claims from the prior Contract year will be determined based on actual claim lag studies of the State's current policy and coverages. Historical data will be used to compare incurred and settled claims to actual fully incurred claims to estimate the percentage of IBNR claims. The resulting IBNR estimate will establish the Terminal Liability from the prior Contract year and will be added to the result of Step 2, resulting in the expected claims.
- d. Expected claims will be compared to the claims only portion of the Maximum Liability Unit Rates. If projected claims are lower than the original claim estimates by no more than 2%, no adjustment in the Maximum Liability Unit Rates will occur. If the projected claims are lower than the original estimates by an amount ranging from 2% to 3%, the claims only portion of the Maximum Liability Unit Rates for the next Rating Period will be lowered by 50% of the amount exceeding 2%. For any projected dental claims which are lower than the original estimate by more than 3%, the claims only portion of the Maximum Liability Unit Rates for the next Rating Period will be lowered by 50% of the amount between 2% to 3% and 100% of the amount exceeding 4%.

Any downward adjustment in the claims only portion for the Maximum Liability Unit Rates will trigger a proportionate downward adjustment in the claims only portion of the Terminal Liability Unit Rates. No adjustment will be made to the Administrative Fees and Terminal Liability Administrative Fees.

7.3.5.5 Change in Settlement of Incurred Claims and Administrative Service Fees

The parties agree to explore the payment and settlement approach as outlined in the Desired Funding Arrangement section of the State's Request for Proposals. The State reserves the right to change the settlement and payment provisions of this Contract to match this request in any renewal after the initial year of the Contract.

7.3.6 Eligibility for Coverage

7.3.6.1 Eligible Individuals

A Member enrolled in the Dental Benefit Program on January 1, 2023, will be deemed to be a Member for purposes of this Contract on the Effective Date unless the Agency notifies Contractor certain individuals are no longer eligible. During the Term of the Contract, DAS shall provide to Contractor the names of those individuals who are no longer Members as of that month and thereafter Contractor shall not settle Incurred Claims for services furnished such individuals. At any time after the Effective Date, the Agency may provide additional Members to Contractor by the rating categories set out in Exhibit A. Contractor shall, from and after the effective date of enrollment established by Contractor for such Members, settle Incurred Claims with incurred dates on or after the effective date of enrollment in accordance with the terms of the applicable Benefits Summary.

7.3.6.1 Eligibility for New Employees

Additional active employees entitled to benefits under the Dental Benefit Program shall be non-temporary employees who work at least twenty (20) hours per week. The first day of eligibility for additional active employees shall be the first day of the month following thirty (30) calendar days after the employee's date of hire.

7.3.6.2 Changes in Coverage

Members may not change their level of dental benefits under the Dental Benefit Program, unless the Member experiences a qualified life event and the benefit change requested by the Member is consistent with the event. This provision shall not apply during any open enrollment and change period mutually agreed upon and evidenced in writing between the Agency and Contractor.

7.3.6.3 Eligibility for Dental Benefit Program

Employees and other individuals who are eligible to become Members may enroll in the Dental Benefit Program if they: (1) apply within thirty (30) calendar days of the employee's date of hire; (2) apply during any open enrollment and change period mutually agreed upon and evidenced in writing between the Agency and Contractor; or (3) are State PROMISE Program (as established by Executive Order Number 27, March 3, 1987) hires (and their dependents) and they enroll within thirty (30) calendar days of expiration of their Medicaid benefits, provided eligibility for State PROMISE Program hires has been approved by the applicable union.

7.3.6.4 Verification of Eligibility

Contractor shall have the right to make periodic audits, from time to time, upon reasonable notice and at a time and in a manner not disruptive to the Agency's operations, of the Agency's records to verify the reports and information as to Employee eligibility for coverage under this Contract. Enrollment periods and the rating categories set out in Exhibit A shall be based upon criteria mutually agreed upon by the parties. The Contractor shall provide the Agency with reasonable notice of the audit, which shall take place only during regular business hours and at a time convenient for the Agency.

7.3.6.5 Determination of Eligibility

The determination of eligibility for the Agency's plans shall be within the discretion of the Agency using criteria defined the Benefits Summary.

7.3.7 Termination of Member Coverage

7.3.7.1 If a Member's coverage under the Dental Benefit Program is terminated for reasons other than fraud, misrepresentation or concealment of material facts, Contractor will not pay for any services or supplies after the date the coverage is terminated.

7.3.7.2 If a Member is disenrolled from the Dental Benefit Program and their coverage terminated by the Agency and Contractor for fraud, misrepresentation, or concealment of material facts, Contractor: (1) will not pay for any services or supplies provided after the date of disenrollment; (2) will in any event retain, without limitation, any legal rights, including the right to initiate a civil action based on the fraud, misrepresentation or concealment, which Contractor and the Dental Benefit Program may have against the Member, or any other person.

7.3.8 Continuation of Coverage under Federal Law.

7.3.8.1 The Consolidated Omnibus Reconciliation Act of 1985 (COBRA) provides that, in the event an employer employs 20 or more individuals, the employee and the employee's eligible dependents are entitled to continuation of coverage under this health care plan if coverage is lost due to one of the following qualifying events: (1) death of the employee covered under this plan; or (2) termination of employment (for other than gross misconduct) or reduction of hours of the employee to the point the employee is no longer eligible for coverage; or (3) dissolution of marriage or legal separation of the employee from the employee's spouse; or (4) the employee becomes eligible for Medicare; or (5) dependent child cease dependent status under this plan; or (6) the employer from whom the employee retired files bankruptcy under federal law.

- a. The employee and the employee's eligible dependents have the responsibility to notify the employer of dissolution of marriage, legal separation, or a child losing dependent status.
- b. The employee and the employee's eligible dependents will have sixty (60) days from the date coverage is lost or notification of the right to elect COBRA continuation coverage, whichever is later, to inform employer in writing that COBRA continuation coverage is desired. The maximum continuation of coverage under COBRA is eighteen (18), twenty-nine (29), or thirty-six (36) months, depending on qualifying event. The employee or the employee's eligible dependents will be responsible for paying the applicable premium for COBRA continuation coverage.

- c.. If it is determined that an employee or eligible dependent is disabled under the Social Security Act at the time the individual becomes eligible for this continuation of coverage, the individual may be eligible to continue coverage for up to twenty-nine (29) months. Notice of the disability determination must be provided to the employer within sixty (60) days after the determination.

7.3.8.2 Family and Medical Leave Act.

This Act requires a public employer to allow an employee with twelve (12) months or more service and at least 1,250 hours of service in the last twelve (12) months, a total of twelve (12) weeks of leave during any 12-month period for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform the function of the employee's regular position.

Any employee taking a leave shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had not taken FMLA leave. However, the employer may cancel the employees' dental coverage for non-payment of employee contributions during FMLA leave. In the event the employee's dental coverage is canceled and the employee returns to work and wants dental coverage reinstated, dental coverage shall be reinstated under the same terms and conditions existing immediately prior to the termination of dental coverage. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a "qualifying event" so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of twelve (12) weeks of FMLA leave and terminates employment with employer, the COBRA qualifying event occurs at the time employment is terminated.

7.3.9 Conversion of Group Membership.

There is no Contractor Dental Plan of Iowa conversion coverage available to Members of the Dental Benefit Program.

7.3.10 Limitation of Liability Between the Parties

Contractor expressly acknowledges that the State's benefit offerings are subject to legislative change by either the federal or state government. Should either legislative body enact measures that alter the benefit offerings, Contractor shall not hold the Agency liable in any manner for the resulting changes. DAS shall use best efforts to provide at least thirty (30) days' written notice to Contractor prior to the effective date of any legislative change. During the notice period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Agreement pursuant to the termination provisions.

7.3.11 Resolution of Member Disputes

7.3.11.1 Appeal of Claims Denial

Except where indicated otherwise in this Contract, Members may file an appeal related to any denied benefits with Contractor. Appeals will be reviewed and a written decision mailed to the Member within thirty (30) days of Contractor's receipt of the appeal, unless special circumstances require a longer review period. If a longer review period is required, Contractor will notify the Member of this fact in writing by the end of the initial thirty (30) day period; provided, however, that in no event will the total review time exceed ninety (90) days from the date of Contractor's receipt of the appeal. This appeal process will precede any appeal to the Agency for the same denied benefits. Contractor will provide the Agency, on request, with a detailed analysis of the issues related to any claims denial appeal filed by a Member with the Agency.

7.3.11.2 Dispute Regarding Dental Necessity

If there is a dispute whether services furnished are dentally necessary, as that term is defined in the Benefits Summary, a dental review will be conducted. The dental provider may join in the review.

7.3.11.3 Dispute Regarding Charges

- a. In the event of a dispute as to the amount of a Dentist's charge to a Member for the provision of services covered under the Dental Benefit Program, and if suit is brought by a Dentist or by a licensed provider who has a contract with Contractor, to collect the charge from the Member, Contractor will, upon receipt of notice from the Member, as required by subparagraph b, provide the Member, without charge, a defense of such suit and assume the liability, if any, which a court determines is due from the Member to the Dentist by reason of the charge. The liability so assumed does not include any part of the total charge that was due to an intentional disregard by the Member of the instructions of a Dentist in the course of diagnosis or treatment. The liability does not include any amounts owed by the Member for deductible or coinsurance.
- b. Contractor shall not be obligated to provide such defense or to assume such liability if the Member does not give Contractor written notice of the suit within twenty (20) days after the Member receives notice of the suit. Upon receipt of timely written notice from the Member, Contractor will, within ten (10) days, determine whether they are obligated to defend the suit, and if they are so obligated, enter its appearance and file necessary pleadings.
- c. Notice under this section shall be addressed to Legal Department, Contractor Information TBD.

7.4 Term Length

The Contract shall have an initial term of two (2) years, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.

7.5 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

| Type of Insurance | LIMIT | AMOUNT |
|---|------------------------------------|----------------------------|
| General Liability (including contractual liability) written on an occurrence basis | General Aggregate | \$2 million |
| | Products – | |
| | Comp/Op Aggregate | \$1 Million |
| | Personal injury Each Occurrence | \$1 Million \$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit | \$1 Million |
| Excess Liability, Umbrella Form | Each Occurrence | \$1 Million |
| | Aggregate | \$1 Million |
| Errors and Omissions Insurance | Each Occurrence | \$1 Million |
| Property Damage | Each Occurrence | \$1 Million |
| | Aggregate | \$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | A required by Iowa law |

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

7.6 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as an attachment (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Kathy Harper, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP0622005118 - PROPOSAL CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ (Respondent) in response to the Iowa Department of Administrative Services for RFP0622005118 for Dental Benefits Program Administration are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to

other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or

- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Kathy Harper, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: **RFP0622005118** - AUTHORIZATION TO RELEASE INFORMATION

Dear Kathy:

[Name of Respondent]_____ **(Respondent)** hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP0622005118.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

| | | |
|----------------------|------------|-----------|
| _____ | _____ | _____ |
| Company | RFP Number | RFP Title |
| _____ | _____ | _____ |
| Signature (required) | Title | Date |

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency’s acceptance of Respondent’s submission does not guarantee the agency will grant Respondent’s request for confidentiality. The Agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

| RFP Section: | Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential. | Respondent must justify why the information should be kept in confidence. | Respondent must explain why disclosure of the information would not be in the best interest of the public. | Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information. |
|--------------|---|---|--|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Response Check List**

| RFP REFERENCE SECTION | RESPONSE INCLUDED | | LOCATION OF RESPONSE |
|---|-------------------|----|----------------------|
| | Yes | No | |
| Technical Proposal | | | |
| 3. Transmittal Letter | | | |
| 3. Executive Summary (Signed) | | | |
| 3. Specifications | | | |
| 3. Respondent Background Information | | | |
| 3. Experience | | | |
| 3. Personnel | | | |
| 3. Terminations | | | |
| 3. Acceptance of Terms and Conditions | | | |
| 3. Certification Letter | | | |
| 3. Authorization to Release Information | | | |
| 3. Firm Proposal Terms | | | |
| 6. Proposal Security | | | |
| 5. Mandatory Specifications | | | |
| 5. Scored Technical Specifications | | | |
| 5. Optional Specifications | | | |
| Form 22 – Request for Confidentiality | | | |
| | | | |
| COST PROPOSAL (submitted as a separate file) | | | |

ATTACHMENT #5

Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms.

Cost Proposal Exhibits

Please complete the questions and exhibits in this section. These exhibits are to be submitted in a separate sealed envelope. The exhibits must be submitted in the prescribed format and have been provided electronically to facilitate your response.

The Minimum Premium Rate exhibit requests premium rates for the dental PPO plan based on a 100% attachment point. This is the required proposal. In addition, The State will also consider alternative attachment points and associated risk charges. Please complete the Cost Proposal Exhibits in full for each option proposed. The State requests rates on a two tier basis.

ATTACHMENT #5 COST PROPOSAL - EXHIBIT A

**Minimum Premium Rates
100% Attachment Point**

| 2023 | Assumed Enrollment | Proposed Rates | Total Annual Premium |
|--------------|---------------------------|-----------------------|-----------------------------|
| Employee | | | |
| Family | | | |
| Total | | | |

2024 Rate Cap Guarantee: _____

2025 Rate Cap Guarantee: _____

Note Assumptions:

Minimum Premium – Rate Development

Please complete the following exhibit to demonstrate how you developed the 2023 proposed rates. Note that the retention costs should be consistent with the overall/total administration cost provided in the **Administration and Retention** table.

| | For Illustration Purposes | | |
|----------------------------------|----------------------------------|-------------|-------------|
| | 2023 | 2024 | 2025 |
| Experience Period | | | |
| Projection Period | | | |
| Number of Months of Trend | | | |
| Beginning Balance | \$0 | \$0 | \$0 |
| Premium Component | Cost | Cost | Cost |
| Premium Revenue | | | |
| Experience Period Paid Claims | | | |
| IBNR | | | |
| Incurred Claims | | | |
| Adjustments (list) | | | |
| Aggregate Trend | | | |
| Projected Claims | | | |
| Administration/Retention* | | | |
| Total Claims and Expenses | | | |
| Surplus (Deficit) | | | |

*from Administration and Retention Table

ATTACHMENT #5 COST PROPOSAL - EXHIBIT B

MINIMUM PREMIUM – ADMINISTRATION, RETENTION AND TREND TABLES

| | 2023 | 2024 | 2025 |
|--|----------------|----------------|----------------|
| Administration Component | % or \$ | % or \$ | % or \$ |
| Claims Processing | | | |
| Customer Service | | | |
| Communication | | | |
| Account Servicing | | | |
| Profit Margin | | | |
| Interest (float) | | | |
| Risk/Contingency (100% attachment point) | | | |
| Network Access Fees | | | |
| All Others (please list individually) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | |

TREND ASSUMPTIONS

| Weighted Trend | Trends | | | Weighted Trend |
|-----------------------|----------------|-----------------------|-----------------------|-----------------------|
| | A. Cost | B. Utilization | Combined (A*B) | |
| Diagnostic | | | | |
| Preventive | | | | |
| Restorative | | | | |
| Crowns | | | | |
| Endodontics | | | | |
| Periodontics | | | | |
| Prosthodontics | | | | |
| Oral Surgery | | | | |
| Outpatient Surgery | | | | |
| Orthodontia | | | | |
| Other | | | | |
| | | | Total | |

ATTACHMENT #5 COST PROPOSAL - EXHIBIT C

SELF FUNDED RATES

| 2023 | Assumed Enrollment | 2023 Proposed Rates | Total 2023 Annual Premium |
|--------------|--------------------|---------------------|---------------------------|
| Employee | | | |
| Family | | | |
| Total | | | |

Note Assumptions:

SELF FUNDED – RATE DEVELOPMENT

Please complete the following exhibit to demonstrate how you developed the 2023 proposed rates. Note that the retention costs should be consistent with the overall/total administration cost provided in the **Administration and Retention** table.

| | For Illustration Purposes | | |
|----------------------------------|---------------------------|-------------|-------------|
| | 2023 | 2024 | 2025 |
| Experience Period | | | |
| Projection Period | | | |
| Number of Months of Trend | | | |
| Beginning Balance | \$0 | \$0 | \$0 |
| Premium Component | Cost | Cost | Cost |
| Premium Revenue | | | |
| Experience Period Paid Claims | | | |
| IBNR | | | |
| Incurred Claims | | | |
| Adjustments (list) | | | |
| Aggregate Trend | | | |
| Projected Claims | | | |
| Administration/Retention* | | | |
| Total Claims and Expenses | | | |

*from Administration and Retention Table

ATTACHMENT #5 COST PROPOSAL - EXHIBIT D

SELF FUNDED – ADMINISTRATION, RETENTION, AND TREND TABLES

Administration and Retention

| | 2023* | 2024* | 2025* |
|---------------------------------------|----------------|----------------|----------------|
| Administration Component | % or \$ | % or \$ | % or \$ |
| Claims Processing | | | |
| Customer Service | | | |
| Communication | | | |
| Account Servicing | | | |
| Profit Margin | | | |
| Interest (float) | | | |
| Network Access Fees | | | |
| All Others (please list individually) | | | |
| | | | |
| | | | |
| TOTAL | | | |
| | PEPM | PEPM | PEPM |

* Note: 2023, 2024 and 2025 guaranteed

TREND ASSUMPTIONS

| Weighted Trend | Trends | | | Weighted Trend |
|-----------------------|----------------|-----------------------|-----------------------|-----------------------|
| | A. Cost | B. Utilization | Combined (A*B) | |
| Diagnostic | | | | |
| Preventive | | | | |
| Restorative | | | | |
| Crowns | | | | |
| Endodontics | | | | |
| Periodontics | | | | |
| Prosthodontics | | | | |
| Oral Surgery | | | | |
| Outpatient Surgery | | | | |
| Orthodontia | | | | |
| Other | | | | |
| | | | Total | |

ATTACHMENT #5 COST PROPOSAL - EXHIBIT E

STATE OF IOWA PPO – NETWORK FEE SCHEDULE ANALYSIS

Location: Des Moines

| ADA/CDT Code | Description | In-Network Cost | UCR 80 th % |
|--------------|-----------------------------------|-----------------|------------------------|
| 0120 | Adult Exam | | |
| 1110 | Adult Cleaning | | |
| 2140 | Amalgam Restoration – one surface | | |
| 7140 | Simple Extraction | | |
| 3310 | Anterior Root Canal | | |
| 2790 | Gold Crown | | |
| 2750 | Porcelain/Gold Crown | | |
| 5110 | Complete Upper Denture | | |
| 6240 | Porcelain/Gold Bridge Pontic | | |
| 6750 | Porcelain/Gold Partial Crown | | |

Location: Iowa City

| ADA/CDT Code | Description | In-Network Cost | UCR 80 th % |
|--------------|-----------------------------------|-----------------|------------------------|
| 0120 | Adult Exam | | |
| 1110 | Adult Cleaning | | |
| 2140 | Amalgam Restoration – one surface | | |
| 7140 | Simple Extraction | | |
| 3310 | Anterior Root Canal | | |
| 2790 | Gold Crown | | |
| 2750 | Porcelain/Gold Crown | | |
| 5110 | Complete Upper Denture | | |
| 6240 | Porcelain/Gold Bridge Pontic | | |
| 6750 | Porcelain/Gold Partial Crown | | |

Location: Sioux City

| ADA/CDT Code | Description | In-Network Cost | UCR 80 th % |
|--------------|-----------------------------------|-----------------|------------------------|
| 0120 | Adult Exam | | |
| 1110 | Adult Cleaning | | |
| 2140 | Amalgam Restoration – one surface | | |
| 7140 | Simple Extraction | | |
| 3310 | Anterior Root Canal | | |
| 2790 | Gold Crown | | |
| 2750 | Porcelain/Gold Crown | | |
| 5110 | Complete Upper Denture | | |
| 6240 | Porcelain/Gold Bridge Pontic | | |
| 6750 | Porcelain/Gold Partial Crown | | |

ATTACHMENT #5 COST PROPOSAL – QUESTIONNAIRE

1. Provide detailed information regarding the initial and ongoing premium rate calculation.
2. How long are premium rates and administration fees guaranteed? How far in advance will notice be given of any rate changes?
3. What are your minimum enrollment requirements? Does the total number of enrollees affect the rating methodology or pricing? Please provide your enrollment assumptions used for the fee quotations provided in this proposal.
4. Please confirm that coverage will be provided on a no-loss, no-gain basis and that all actively at work requirements and pre-existing condition limitations will be waived for the initial transition.
5. Please provide your book of business dental PPO trend for the last three calendar years.
6. For your minimum premium quote, please describe any alternative attachment point proposals and associated risk charges. Please complete Exhibits A and B for each attachment point proposal (in addition to the 100% proposal required).
7. For your proposed State of Iowa PPO network, please complete the following table with the average provider discount off UCR for Des Moines, Iowa and all other Iowa locations.

| | Primary | Specialists (excluding Ortho) | Ortho |
|------------|---------|----------------------------------|-------|
| Des Moines | | | |
| Iowa | | | |
| All Other | | | |

8. Please provide your actual book of business trend for the following years:

| | Trend |
|---------------|-------|
| 2022 Expected | |
| 2021 | |
| 2020 | |

9. Confirm rates and fees are on a mature basis – rates and fees include a 12-month run-out period for claims incurred during the contract period and paid after termination (i.e., there should not be an additional charge for run-out administration).
10. Are there any surcharges, adjustments, mark-ups or other fees that would be included in claims or applied to the State in connection with 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.
11. Are there any financial incentives (bonuses) or disincentives (withholds) in network provider contracts that are tied to utilization goals, specialty referrals, member survey results, readmission rates, quality of care outcomes, pay for performance, or other performance results that would be included in claims or applied to the State? If so, please indicate amount(s) and describe.

- 12.** Does your organization make any charges of any kind for services or supplies which are not included in the quoted fees or described above (e.g., start up or implementation costs)? If so, please describe such services and/or supplies and the charges that will be made for them. Otherwise, the State will assume that the fees that you quote include all services and supplies that could reasonably be expected to be provided to the State during the course of your administration of the plan.
- 13.** 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.

ATTACHMENT 6**State of Iowa - Dental Claims Information**

Attachment 6 is a file containing the State of Iowa Incurred Claims Summary for March 2020 through February 2022.

ATTACHMENT 7**State of Iowa – Top Providers**

Attachment 7 is a file containing the State of Iowa top dentists and top 25 clinics serving the Members of the current dental plan.

ATTACHMENT 8**State of Iowa – Dental Plan Booklets**

This is a link to the State of Iowa dental plan booklets:

<https://das.iowa.gov/sites/default/files/hr/benefits/documents/SOI.Dental.Benefits.Document.updated.2020.pdf>

ATTACHMENT 9**State of Iowa – Census Information**

Attachment 9 is a file containing census information. Contractors must submit a Letter of Intent to Bid and submit a completed a Non-Disclosure Agreement to receive a copy of the census information. See Section 2.31 for complete details.

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

**TABLE 1
CONTRACT MIX AND CONTRACT SIZE**

Show your calculation of contract mix and average contract size in the space provided below. The following is an example of a calculation averaging the total member months and contract months for the rating period. Your plan may choose to use this method or another method that may be more appropriate:

EXAMPLE FORMAT OF CALCULATION:

| | Single | Family | Total |
|------------------------|-------------------------|-------------------|---------------------|
| Member Months | A. _____ | B. _____ | C. <u>(A. + B.)</u> |
| Contract Months | D. _____ | E. _____ | F. <u>(D. + E.)</u> |
| Contract Size | G. <u>(A./D.) = 1.0</u> | H. <u>(B./E.)</u> | I. <u>(C. / F.)</u> |
| Contract Mix | J. <u>(D./F.)</u> | K. <u>(E./F.)</u> | L. <u>100%</u> |

**CALCULATION OF CONTRACT MIX AND AVERAGE CONTRACT SIZE:
(Show calculation)**

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

**TABLE 2
Enrollment and Member Months by Age and Sex**

| Age Category | December 200X Member Counts | | |
|--------------|-----------------------------|--------|-------|
| | Male | Female | Total |
| Under 1 | | | |
| 1 - 4 | | | |
| 5 - 14 | | | |
| 15 - 17 | | | |
| 18 - 24 | | | |
| 25 - 34 | | | |
| 35 - 44 | | | |
| 45 - 54 | | | |
| 55 - 64 | | | |
| 65 - 74 | | | |
| 75+ | | | |
| Total | | | |

| | | | |
|--------------------|--|--|--|
| Average Age | | | |
|--------------------|--|--|--|

| | | | |
|------------------------|--|--|--|
| | | | |
| Total Metro | | | |
| Total Non-metro | | | |

| Age Category | Calendar Year 200X Member Months |
|--------------|----------------------------------|
| Under 1 | |
| 1 - 4 | |
| 5 - 14 | |
| 15 - 17 | |
| 18 - 24 | |
| 25 - 34 | |
| 35 - 44 | |
| 45 - 54 | |
| 55 - 64 | |
| 65 - 74 | |
| 75+ | |
| Total | |

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

TABLE 3

January 1, 200X Through December 31, 200X Incurred Claims Experience

| Type of Service | Annual Units/1,000 | Cost per Unit | Cost PMPM | % of Total |
|------------------------|---------------------------|----------------------|------------------|-------------------|
| In-Network | | | | |
| Diagnostic | | | | |
| Preventive | | | | |
| Restorative | | | | |
| Crowns | | | | |
| Endodontics | | | | |
| Periodontics | | | | |
| Prosthodontics | | | | |
| Oral Surgery | | | | |
| Orthodontia | | | | |
| Sub-Total | | | | |
| Out of Network | | | | |
| Diagnostic | | | | |
| Preventive | | | | |
| Restorative | | | | |
| Crowns | | | | |
| Endodontics | | | | |
| Periodontics | | | | |
| Prosthodontics | | | | |
| Oral Surgery | | | | |
| Orthodontia | | | | |
| Sub-Total | | | | |
| Total Network | | | | |
| Diagnostic | | | | |
| Preventive | | | | |
| Restorative | | | | |
| Crowns | | | | |
| Endodontics | | | | |
| Periodontics | | | | |
| Prosthodontics | | | | |
| Oral Surgery | | | | |
| Orthodontia | | | | |
| Grand Total | | | | |

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

TABLE 4A

TREND

ASSUMPTIONS

Trend periods to be used in calculations

| | |
|--------------------------------|--------------------------------------|
| Experience Period: | January 1, 200X to December 31, 200X |
| Rating Period: | January 1, 200x to December 31, 200X |
| Midpoint of Experience Period: | July 1, 200X |
| Midpoint of Rating Period: | July 1, 200X |

Step 1. Calculate Weighted Trend

Weighted trend for 7/1/0X -- 6/30/1X

| Category | Trends | | | % of Total see Table 3 | Weighted Trend |
|--------------------|--------|-------------|----------|---------------------------|-------------------------|
| | Cost | Utilization | Combined | | |
| Diagnostic | | | | | |
| Preventive | | | | | |
| Restorative | | | | | |
| Crowns | | | | | |
| Endodontics | | | | | |
| Periodontics | | | | | |
| Prosthodontics | | | | | |
| Oral Surgery | | | | | |
| Outpatient Surgery | | | | | |
| Orthodontia | | | | | |
| Other | | | | | |
| Total | | | | 100% | 1. <input type="text"/> |

Weighted trend for 7/1/0X -- 6/30/1X

| Category | Trends | | | % of Total see Table 3 | Weighted Trend |
|--------------------|--------|-------------|----------|---------------------------|-------------------------|
| | Cost | Utilization | Combined | | |
| Diagnostic | | | | | |
| Preventive | | | | | |
| Restorative | | | | | |
| Crowns | | | | | |
| Endodontics | | | | | |
| Periodontics | | | | | |
| Prosthodontics | | | | | |
| Oral Surgery | | | | | |
| Outpatient Surgery | | | | | |
| Orthodontia | | | | | |
| Other | | | | | |
| Total | | | | 100% | 2. <input type="text"/> |

Step 2. Calculate Aggregate Trend Factor

| | | |
|---------------------------------|----|--------------------------------------|
| Weighted Trend 7/1/1X – 6/30/1X | 3. | $1 + (\text{line 1 above})$ |
| Weighted Trend 7/1/1X – 6/30/1X | 4. | $1 + (\text{line 2 above})$ |
| Aggregate Trend Factor | 5. | <input type="text" value="(3 x 4)"/> |

Step 3.

Describe any special circumstances which may have caused the trends to be unusually high or low.

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

**TABLE 4B
Proposed Changes to Provider Fee Schedules for 20XX**

| Proposed 200X% Changes to Provider Fee Schedules | |
|---|----------------|
| Provider Type | Network |
| Metro General Practitioner | |
| Non-metro General Practitioner | |
| Metro Specialists | |
| Non-metro Specialists | |

**TABLE 5
Contract Changes From 20XX to 20XX**

| 200X Contract Language | 200X Approved Contract Language Change | PMPM Change in Actuarial Value |
|-------------------------------|---|---------------------------------------|
| | | |
| | | |
| | | |
| Untrended Total | | |
| Trended Total | | |

**TABLE 6A - DENTAL
20XX Proposed Contract Changes with an Actuarial Impact**

| | 200X Contract Language | 200X Proposed Contract Language | Carrier’s Rationale for Change | PMPM Change in Actuarial Value |
|-----------|-------------------------------|--|---------------------------------------|---------------------------------------|
| #1 | | | | |
| #2 | | | | |
| #3 | | | | |

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

**TABLE 6B - DENTAL
200X Proposed Contract Changes without an Actuarial Impact**

| | 200X Contract Language | 200X Proposed Contract Language | Carrier's Rationale for Change |
|----|------------------------|---------------------------------|--------------------------------|
| #1 | | | |
| #2 | | | |
| #3 | | | |

**TABLE 7
Administrative Expenses by Major Category**

| Category | 200X PMPM Actual | 200X PMPM Per 200X Rate Renewal | 200X PMPM Estimated |
|--------------|------------------|---------------------------------|---------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| Total | | | |

Description of each administrative expense category listed above (attach additional sheets as necessary):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

**TABLE 8
Other PMPM Costs**

| Category | 200X PMPM Actual | 200X PMPM Per 200X Rate Renewal | 200X PMPM Estimated |
|-----------------|-------------------------|--|----------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| Total | | | |

Description of each other PMPM cost listed above (attach additional sheets as necessary):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

**TABLE 9
Required Premium PMPM**

| Description | Cost PMPM |
|---|------------------|
| PMPM claims cost for experience period (Grand Total -- TABLE 3) | 1. |
| Aggregate trend factor (line 5 -- TABLE 4) | 2. |
| Claims costs trended to rating period | 3. (1 x 2) |
| Actuarial value of 200X contract changes (Total -- TABLE 5) | 4. |
| Actuarial value of proposed 200X contract changes (Total -- TABLE 6A) | 5. |
| Estimated claims cost for rating period | 6. (3 + 4 + 5) |
| Administrative costs PMPM (Total – TABLE 7) | 7. |
| Other PMPM costs (Total – TABLE 8) | 8. |
| Required premium PMPM | 9. (6 + 7 + 8) |

ATTACHMENT 10 – RENEWAL TEMPLATE

SAMPLE TEMPLATE – NOT TO BE COMPLETED FOR RFP

**TABLE 10
200X CALCULATED AND PROPOSED RATES**

Step 1

Conversion Factor Calculation

| | Contract Mix | Average Contract Size | Rate Ratio | Conversion Factor |
|--------------|---------------------|------------------------------|---------------------|--------------------------|
| Employee | 1. (line 4 TABLE 1) | 4. 1.0 | 7. 1.0 | 10. (6 / 9) |
| Family | 2. (line 5 TABLE 1) | 5. (line 2 TABLE 1) | 8. | 11. (10 x 8) |
| Total | 3. 100% | 6. (line 3 TABLE 1) | 9. (1X 7) + (2 x 8) | |

Step 2

200X Rate Calculation

| | Employee | Family |
|-----------------------|----------------------|----------------------|
| Required Premium PMPM | 12. (line 9 TABLE 9) | 15. (line 9 TABLE 9) |
| Conversion Factor | 13. (line 10 above) | 16. (line 11 above) |
| 200X Calculated Rates | 14. (12 x 13) | 17. (15 x 16) |

Step 3

200X Proposed Rates versus 200X Rates

| | Employee | Family | Dependent |
|-----------------------|---------------------|---------------------|------------------|
| 200X Calculated Rates | 18. (line 14 above) | 19. (line 17 above) | 20. (19 – 18) |
| 200 X Proposed Rates | 21. (*) | 22. (*) | 23. (22 – 21) |
| 200X Rates | 24. | 25. | 26. |
| Percent Change | 27. | 28. | 29. |

* Fill in either the calculated rates or the rates your plan is proposing. If the proposed rates are different than the calculated rates, please provide a detailed development of the adjustment that is applied to the calculated rate (I.E. the rate from TABLE 8) to derive the proposed rate.