

CONTRACT #5
RFS # 317.86-00103
Edison # 22446

**Department of Finance and
Administration
Benefits Administration**

VENDOR:
Delta Dental of Tennessee



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

312 Rosa L. Parks Avenue
Suite 1900 William R. Snodgrass Tennessee Tower
Nashville, Tennessee 37243
Phone (615) 741-4517 or (866) 576-0029
FAX (615) 253-8556

Larry B. Martin
COMMISSIONER

Laurie Lee
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Lucian Geise, Executive Director, Fiscal Review Committee

FROM: Laurie Lee 

DATE: June 20, 2014

RE: **Delta Dental of Tennessee Amendment # 3, Edison # 22446**

This request for amendment # 3 comes to the Fiscal Review Committee with a January 1, 2015 effective date.

As detailed in the Non-Competitive Amendment request accompanying this correspondence, the current contractor, Delta Dental of Tennessee, has provided the State with Preferred Dental insurance coverage for the public sector plans for the past four years. Benefits Administration seeks to add 4 months to the allowed extension provision of the original contract, making the entire term of the Contract 5 years and 4 months. Because the first four month period of the contract was utilized for implementation of services, the requested extension will allow five full years of service delivery and will permit the dental benefit to be aligned with the January through December benefit calendar year. The current Contractor has performed satisfactorily over the past four years. Per the current contract, the State has the option to extend the contract term for another eight months, with a rate increase adjusted according to the Medical Care expenditure category of the Consumer Price Index. Benefits Administration seeks to pursue this renewal option with an additional four month extension.

The original contract, first and second amendments are included for review. Thank you for your consideration of this request.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sylvia Chunn	*Contact Phone:	615-253-8358		
*Presenter's name(s):	Laurie Lee, Executive Director, Benefits Administration				
Edison Contract Number: (if applicable)	22446	RFS Number: (if applicable)	31786-00103		
*Original or Proposed Contract Begin Date:	August 18, 2010	*Current or Proposed End Date:	December 31, 2015		
Current Request Amendment Number: (if applicable)	Three (3)				
Proposed Amendment Effective Date: (if applicable)	January 1, 2015				
*Department Submitting:	Finance and Administration				
*Division:	Benefits Administration				
*Date Submitted:	June 24, 2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Delta Dental of Tennessee				
*Current or Proposed Maximum Liability:	\$133,915,000.00 – proposed (\$108,210,000.00 – current)				
*Estimated Total Spend for Commodities:	\$0.00				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016
\$10,603,000.00	\$21,605,300.00	\$23,501,700.00	\$32,500,00.00	\$32,852,500.00	\$12,852,500.00
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016
\$10,601,606.79	\$22,449,699.37	\$24,941,036.46	\$24,797.971.39	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Payments to the Contractor are based on payroll deduction and the payment of premiums by employees and retirees are paid directly to the Contractor.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			The funds are based upon payroll deductions and premiums are paid directly by members, so funds have not been carried forward for these services.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Contract expenditures exceeded the allocation in FY's 2012 and 2013 due to a larger than anticipated program enrollment. The expenditures for this contract are funded by pass through funds from employee payroll deduction, this is an employee pay all benefit.		
*Contract Funding Source/Amount:					

Supplemental Documentation Required for
Fiscal Review Committee

State:		Federal:	
<i>Interdepartmental:</i>	\$108,210,000.00	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Amendment 1 – effective 1/1/2013	Extend term one (1) year; add funding for extension, change contact information, and change CPI calculation date.		
Amendment 2 – effective 1/1/2014	Extend term one (1) year and add funding for extension.		
Method of Original Award: <i>(if applicable)</i>	RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	\$43,210,000.00 – for the initial term without the extensions. Cost was based on cost proposal of winning Vendor to the State.		
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.			

Delta Dental

Contract # 22446

Vendor # 74015

Reports Pulled: 6/2/2014

<u>FY</u>	<u>Payments</u>
2011	10,601,606.79
2012	22,449,699.37
2013	24,941,036.46
YTD 2014	<u>24,797,971.39</u>
Total	82,790,314.01

Rule Exception Request

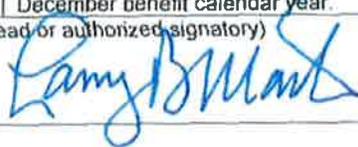
Route completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER
 (Required for all Rule Exception Requests)

APPROVED

COMPTROLLER OF THE TREASURY
 (ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

Request Tracking #	31786-00103
1. Contract #	FA1133182 (Edison #22446)
2. Goods or Services Caption	Preferred Dental Services
3. Contractor	Delta Dental of Tennessee
4. Contract Period (with ALL options to extend exercised)	5 years 4 months and 14 days
5. Contract Maximum Liability (with ALL options to extend exercised)	\$ 133,915,000.00
6. Rule(s) (for which the exception is requested) Please include citation and written explanation of Rule(s) to be excepted.	0690-03-01-.14(2)(c) Prohibiting a contract term greater than five (5) years.
7. Explanation of Rule Exception Requested	The Division of Benefits Administration seeks to permit a contract term longer than 60 months (5 years) for these services.
8. Justification	The first four month period of the contract was utilized for implementation of the services to be provided, the requested extension will allow Benefits Administration five full years of service delivery and will permit the dental benefit to be aligned with the January through December benefit calendar year.
Agency Head Signature and Date (contracting agency head or authorized signatory)	
	

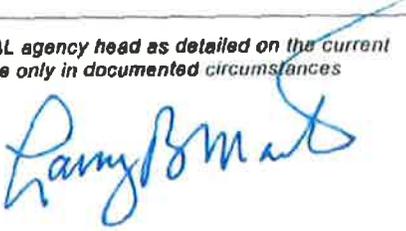
Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@tn.gov

(KCH)
- RER approved

APPROVED
Michael S. Ray
6/26/14
CHIEF PROCUREMENT OFFICER DATE

Request Tracking #	31786-00103	
1. Procuring Agency	Finance and Administration, Division of Benefits Administration	
2. Contractor	Delta Dental of Tennessee	
3. Contract #	FA1133182	
4. Proposed Amendment #	3	
5. Edison ID #	22446	
6. Contract Begin Date	August 18, 2010	
7. Current Contract End Date <i>- with ALL options to extend exercised</i>	December 31, 2014	
8. Proposed Contract End Date <i>- with ALL options to extend exercised</i>	December 31, 2015	
9. Current Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$ 108,210,000.00	
10. Proposed Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$ 133,915,000.00	
11. Office for Information Resources Pre-Approval Endorsement Request <i>- information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
13. Human Resources Pre-Approval Endorsement Request <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	To extend the service provision under the current contract	
15. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i>	Mr. Jay Reavis, Vice President Sales and Underwriting Delta Dental of Tennessee	

Request Tracking #	31786-00103
240 Venture Circle Nashville, Tennessee 37228-1699	
16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services The current Contractor has been providing these services to the State since August of 2010, and the State has been satisfied with the fulfillment of the Contract.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives n/a	
18. Justification This service was procured competitively and the calculations for rates for any contract extensions were detailed in the base contract. It will save the State resources to allow an additional year to the contract term with pre-negotiated rates than to procure the services again.	
Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i> 	



E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail : Lovel.Vanarsdale@tn.gov

FROM : Sylvia Chunn
E-mail : Sylvia.chunn@tn.gov

DATE : 6/20/14

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # 31786-00103

Office of e-Health Initiatives Endorsement Signature & Date:



Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance & Administration, Benefits Administration
Agency Contact (name, phone, e-mail)	Sylvia D. Chunn 615-253-8358 Sylvia.chunn@tn.gov
Required Attachments (as applicable – copies without signatures acceptable)	
<input type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request <input checked="" type="checkbox"/> proposed contract or amendment	
Medical/Mental Health-Related Service Description	
Preferred Dental Benefits for the Public Sector Plans, amendment to extend the contract term by one year and add additional funding.	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31786-00103	Edison ID 22446	Contract # FA-11-33182	Amendment # 3		
Contractor Legal Entity Name Delta Dental of Tennessee			Edison Vendor ID 74015		
Amendment Purpose & Effect(s) Extend Contract Term one year, add required revenue registration language, and incorporate new rates for additional year per the base contract.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 12/31/2015			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 25,705,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			\$10,603,000.00		\$10,603,000.00
2012			\$21,605,300.00		\$21,605,300.00
2013			\$23,501,700.00		\$23,501,700.00
2014			\$32,500,000.00		\$30,000,000.00
2015			\$32,852,500.00		\$32,852,500.00
2016			\$12,852,500.00		\$12,852,500.00
TOTAL:			\$133,915,000.00		\$133,915,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional) Multiple Funds Apply		Account Code (optional) 79007000			

**AMENDMENT THREE
OF CONTRACT FA1133182**

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
2. Contract section B.2 is deleted in its entirety and replaced with the following:
 - B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, 4 months, and 14 days provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.
3. Contract section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One hundred Thirty-Three Million Nine Hundred Fifteen Thousand Dollars (\$133,915,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.
4. Contract section C.3 is deleted in its entirety and replaced with the following:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from January 1, 2011, through December 31, 2015, the following rates shall apply:

Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015
Employee	\$19.14/Active Employee Member	\$19.86/Active Employee Member	\$20.46/Active Employee Member	\$21.07/Active Employee Member	\$21.51/Active Employee Member
Employee + Spouse	\$36.20/Active Employee Member	\$37.56/Active Employee Member	\$38.69/Active Employee Member	\$39.85/Active Employee Member	\$40.69/Active Employee Member
Employee + Child(ren)	\$44.01/Active Employee Member	\$45.66/Active Employee Member	\$47.03/Active Employee Member	\$48.44/Active Employee Member	\$49.46/Active Employee Member
Employee + Spouse + Child(ren)	\$70.84/Active Employee Member	\$73.50/Active Employee Member	\$75.71/Active Employee Member	\$77.98/Active Employee Member	\$79.62/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015
Retirees	\$24.72/Retiree Member	\$25.64/Retiree Member	\$26.41/Retiree Member	\$27.20/Retiree Member	\$27.77/Retiree Member
Retirees + Spouse	\$46.75/Retiree Member	\$48.50/Retiree Member	\$49.96/Retiree Member	\$51.46/Retiree Member	\$52.54/Retiree Member
Retirees + Child(ren)	\$56.83/Retiree Member	\$58.96/Retiree Member	\$60.73/Retiree Member	\$62.55/Retiree Member	\$63.86/Retiree Member
Retirees + Spouse + Child(ren)	\$91.48/Retiree Member	\$94.91/Retiree Member	\$97.76/Retiree Member	\$100.69/Retiree Member	\$102.80/Retiree Member
Four Tiered Guaranteed Monthly Basic Benefits	Do Not Complete this Column for Calendar Year 2011 For the Basic	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015

Premiums for Active Employees	Benefit				
Employee	Not Applicable	\$10.97/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Employee + Spouse	Not Applicable	\$20.75/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Employee + Child(ren)	Not Applicable	\$25.22/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Employee + Spouse + Child(ren)	Not Applicable	\$40.60/Active Employee Member	Not Applicable	Not Applicable	Not Applicable
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014	Calendar Year 2015 1/ 1/2015 – 12/31/ 2015
Retirees	Not Applicable	\$14.16/Retiree Member	Not Applicable	Not Applicable	Not Applicable
Retirees + Spouse	Not Applicable	\$26.79/Retiree Member	Not Applicable	Not Applicable	Not Applicable
Retirees + Child(ren)	Not Applicable	\$32.57/Retiree Member	Not Applicable	Not Applicable	Not Applicable
Retirees + Spouse + Child(ren)	Not Applicable	\$52.42/Retiree Member	Not Applicable	Not Applicable	Not Applicable

c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.

5. The following is added as Contract section E.13.

E.13. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE AGENCY NAME:

AGENCY HEAD NAME & TITLE

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Steve Southerland
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Mark White, Vice-Chairman
Representatives

Charles Curtiss Pat Marsh
Jeremy Faison Mark Pody
Brenda Gilmore David Shepard
Matthew Hill Tim Wirgau
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO: Jessica Robertson, Chief Procurement Officer
 Department of General Services

FROM: Senator Bill Ketron, Chairman
 Representative Mark White, Vice-Chairman

DATE: April 22, 2013

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 4/22/13)

BK MW

RFS# 317.86-00103 (Edison # 22446)
Department: Finance and Administration/Benefits Administration
Vendor: Delta Dental of Tennessee.
Summary: The vendor provides preferred dental benefits for the State Employee, Local Education, and Local Government Plans. The proposed amendment extends the current contract another year through December 31, 2014; increases the maximum liability by \$40,000,000; includes payment rates for CY14.
Current maximum liability: \$68,210,000
Proposed maximum liability: \$108,210,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Laurie Lee, Executive Director



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
BENEFITS ADMINISTRATION

312 Rosa L. Parks Avenue
Suite 2600 William R. Snodgrass Tennessee Tower
Nashville, Tennessee 37243
Phone (615) 741-4517 or (866) 576-0029
FAX (615) 253-8556

Mark A. Emkes
COMMISSIONER

Laurie Lee
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Lucian Geise, Executive Director, Fiscal Review Committee

FROM: Laurie Lee *LL*

DATE: April 12, 2013

RE: Delta Dental of Tennessee Amendment # 2, Edison # 22446

This request for amendment # 2 comes to the Fiscal Review Committee with a January 1, 2014 effective date.

As detailed in the Non-Competitive Amendment request accompanying this correspondence, the current contractor, Delta Dental of Tennessee, has provided the State with Preferred Dental insurance coverage for the public sector plans for the past three years. Per the terms of the original contract, the State has the option to extend the contract term for another year, with a rate increase adjusted according to the Medical Care expenditure category of the Consumer Price Index; the State seeks to pursue this renewal option as the Contractor has performed satisfactorily over the past three years.

The original contract and first amendment are included for review. Thank you for your consideration of this request.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sylvia Chunn	*Contact Phone:	615-253-8358		
*Original Contract Number:	FA1133182	*Original RFS Number:	31786-00103		
Edison Contract Number: <i>(if applicable)</i>	22446	Edison RFS Number: <i>(if applicable)</i>	31786-00103		
*Original Contract Begin Date:	8/18/2010	*Current End Date:	12/31/2013		
Current Request Amendment Number: <i>(if applicable)</i>		2 (Two)			
Proposed Amendment Effective Date: <i>(if applicable)</i>		1/1/2014			
*Department Submitting:		Finance & Administration			
*Division:		Benefits Administration			
*Date Submitted:		4/12/13			
*Submitted Within Sixty (60) days:		Yes			
<i>If not, explain:</i>					
*Contract Vendor Name:		Delta Dental of Tennessee			
*Current Maximum Liability:		\$68,210,000.00			
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2011	FY:2012	FY:2013	FY:	FY	FY
\$10,603,000.00	\$21,605,300.00	\$23,501,700.00	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2011	FY:2012	FY:2013	FY:	FY	FY
\$10,601,606.79	\$18,516,709.93	\$20,577,836.80	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Payments to the Contractor are based on payroll deduction and the payment of premiums by employees and retirees are paid directly to the Contractor.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			The funds are based upon payroll deductions and premiums are paid directly by members, so funds have not been carried forward for these services.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:	State:		Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Interdepartmental:		\$68,210,000	<i>Other:</i>
If " <i>other</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Amendment 1 – effective 1/1/2013		Extend term one (1) year; add funding for extension, change contact information, and change CPI calculation date.	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$43,210,000.00 – for the initial term without the extensions.	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					

Delta Dental

Contract # 22446

Vendor # 74015

Reports Pulled: 4/12/2013

<u>FY</u>	<u>Payments</u>
2011	10,601,606.79
2012	22,449,699.37
YTD 2013	<u>20,577,836.80</u>
Total	53,629,142.96

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	31786-00103	
1. Procuring Agency	Finance and Administration, Division of Benefits Administration	
2. Contractor	Delta Dental of Tennessee	
3. Contract #	FA1133182	
4. Proposed Amendment #	2	
5. Edison ID #	22446	
6. Contract Begin Date	August 18, 2010	
7. Current Contract End Date – with ALL options to extend exercised	December 31, 2013	
8. Proposed Contract End Date – with ALL options to extend exercised	December 31, 2014	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 68,210,000.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$108,210,000.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>To extend the service provision for one additional year per the term extension clause contained in the original base contract, and add additional funding for the extension.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	<p>Mr. Jay Reavis, Vice President Sales and Underwriting</p>	

Request Tracking #	31786-00103
<p>Delta Dental of Tennessee 240 Venture Circle Nashville, Tennessee 37228-1699</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service The Contractor has been providing these services to the State since August of 2010.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives N/A</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i> This service was procured competitively and the calculations for rates for any contract extensions were detailed in the base contract. It will save the State resources to allow an additional year to the contract term with pre-negotiated rates than to procure the services again.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p>	



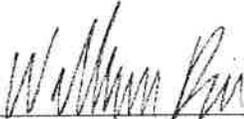
E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail : Lovel.Vanarsdale@tn.gov

FROM : Sylvia Chunn
E-mail : Sylvia.chunn@tn.gov

DATE : 4/11/13

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # 31786-00103
Office of e-Health Initiatives Endorsement Signature & Date:
 4/12/2013
Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance & Administration, Benefits Administration
Agency Contact (name, phone, e-mail)	Sylvia D. Chunn 615-253-8358 Sylvia.chunn@tn.gov
Required Attachments (as applicable – copies without signatures acceptable)	
<input type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request <input checked="" type="checkbox"/> proposed contract or amendment	
Medical/Mental Health-Related Service Description	
Preferred Dental Benefits for the Public Sector Plans, amendment to extend the contract term by one year and add additional funding.	



CONTRACT AMENDMENT



Agency Tracking # 31786-00103	Edlson ID 22446	Contract # FA-11-33182	Amendment # 2		
Contractor Legal Entity Name Delta Dental of Tennessee			Edlson Vendor ID 74015		
Amendment Purpose & Effect(s) Extend Contract Term one year and add new rates for the new year according to the base contract.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 12/31/2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 40,000,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			\$10,603,000.00		\$10,603,000.00
2012			\$21,605,300.00		\$21,605,300.00
2013			\$23,501,700.00		\$23,501,700.00
2014			\$32,500,000.00		\$30,000,000.00
2015			\$20,000,000.00		\$20,000,000.00
TOTAL:			\$108,210,000.00		\$108,210,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			<i>OCR USE</i>		
Speed Chart (optional) Multiple Funds Apply		Account Code (optional) 79007000 <i>CM</i>			



AMENDMENT TWO OF CONTRACT FA1133182

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Contract section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One hundred Eight Million Two Hundred Ten Thousand Dollars (\$108,210,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Contract section C.3 is deleted in its entirety and replaced with the following:
 - C.3 Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:
 - (1) For service performed from January 1, 2011, through December 31, 2014, the following rates shall apply:



Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014
Employee	\$19.14/Active Employee Member	\$19.86/Active Employee Member	\$20.46/Active Employee Member	\$21.07/Active Employee Member
Employee + Spouse	\$36.20/Active Employee Member	\$37.56/Active Employee Member	\$38.69/Active Employee Member	\$39.85/Active Employee Member
Employee + Child(ren)	\$44.01/Active Employee Member	\$45.66/Active Employee Member	\$47.03/Active Employee Member	\$48.44/Active Employee Member
Employee + Spouse + Child(ren)	\$70.84/Active Employee Member	\$73.50/Active Employee Member	\$75.71/Active Employee Member	\$77.98/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014
Retirees	\$24.72/Retiree Member	\$25.64/Retiree Member	\$26.41/Retiree Member	\$27.20/Retiree Member
Retirees + Spouse	\$46.75/Retiree Member	\$48.50/Retiree Member	\$49.96/Retiree Member	\$51.46/Retiree Member
Retirees + Child(ren)	\$56.83/Retiree Member	\$58.96/Retiree Member	\$60.73/Retiree Member	\$62.55/Retiree Member
Retirees + Spouse + Child(ren)	\$91.48/Retiree Member	\$94.91/Retiree Member	\$97.76/Retiree Member	\$100.69/Retiree Member
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Active Employees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014
Employee	Not Applicable	\$10.97/Active Employee Member	Not Applicable	Not Applicable
Employee + Spouse	Not Applicable	\$20.75/Active Employee Member	Not Applicable	Not Applicable



Employee + Child(ren)	Not Applicable	\$25.22/Active Employee Member	Not Applicable	Not Applicable
Employee + Spouse + Child(ren)	Not Applicable	\$40.60/Active Employee Member	Not Applicable	Not Applicable
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013	Calendar Year 2014 1/ 1/2014 – 12/31/ 2014
Retirees	Not Applicable	\$14.16/Retiree Member	Not Applicable	Not Applicable
Retirees + Spouse	Not Applicable	\$26.79/Retiree Member	Not Applicable	Not Applicable
Retirees + Child(ren)	Not Applicable	\$32.57/Retiree Member	Not Applicable	Not Applicable
Retirees + Spouse + Child(ren)	Not Applicable	\$52.42/Retiree Member	Not Applicable	Not Applicable

(2) For service performed from January 1, 2015 through December 31, 2015 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in January, 2014 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.

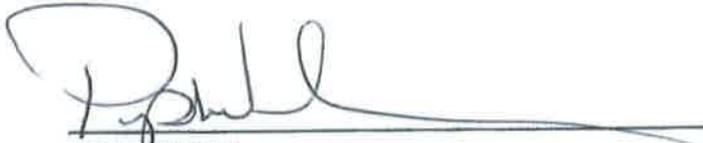
Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.



IN WITNESS WHEREOF,

DELTA DENTAL OF TENNESSEE:

 5/29/13
SIGNATURE DATE

Philip A. Went, CEO
PRINTED NAME AND TITLE OF SIGNATORY (above)

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

 5-31-13
MARK A. EMKES, CHAIRMAN MOA DATE





GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman

Representatives

Tommie Brown David Shepard
Jim Coley Tony Shipley
Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO: The Honorable Mark Emkes, Commissioner
 Department of Finance and Administration

FROM: Senator Bill Ketron, Chairman
 Representative Curtis Johnson, Vice-Chairman

DATE: June 7, 2012

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 6/4/12)

A handwritten signature in blue ink, appearing to be "BK", is written over the name of Representative Curtis Johnson in the "FROM:" field.

RFS# 317.86-00103 (Edison # 22446)

Department: Finance and Administration/Benefits Administration

Vendor: Delta Dental of Tennessee.

Summary: The vendor provides preferred dental benefits for the State Employee, Local Education, and Local Government Plans. The proposed amendment extends the current contract another year through December 31, 2013; increases the maximum liability by \$25,000,000; includes payment rates for CY13; adds the CPI rates for services provided from January 1, 2014, through December 31, 2015; and revises the contract contact information.

Current maximum liability: \$43,210,000

Proposed maximum liability: \$68,210,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Laurie Lee, Executive Director

Ms. Jessica Robertson, Chief Procurement Officer



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
BENEFITS ADMINISTRATION

312 Rosa L. Parks Avenue
Suite 2600 William R. Snodgrass Tennessee Tower
Nashville, Tennessee 37243
Phone (615) 741-4517 or (866) 576-0029
FAX (615) 253-8556

Mark A. Emkes
COMMISSIONER

Laurie Lee
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Lucian Geise, Executive Director, Fiscal Review Committee

FROM: Laurie Lee

DATE: May 9, 2012, 2012

RE: **Delta Dental of Tennessee Amendment # 1, Edison # 22446**

This request for amendment # 1 comes to the Fiscal Review Committee with a January 1, 2013 effective date.

As detailed in the Non-Competitive Amendment request accompanying this correspondence, the current contractor, Delta Dental of Tennessee, has provided the State with Preferred Dental insurance coverage for the public sector plans for the past two years. Per the terms of the original contract, the State has the option to extend the contract term for another year, with a rate increase adjusted according to the Consumer Price Index; the State seeks to pursue this renewal option as the Contractor has performed satisfactorily over the past two years. The original contract contained a provision to utilize CPI data ranging from September 2012 and that figure published in the same month, 12-months prior. In preparing the rates for this amendment, it was discovered that using that timeframe for an evaluation period would not provide the State with enough time to figure rates and prepare printing materials for the Annual Enrollment Transfer Period (AETP), so this amendment also seeks to revise the CPI data time frame used from September of the previous year, to January of the previous year.

The original contract is included for review. Thank you for your consideration of this request.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sylvia Chunn	*Contact Phone:	615-253-8358		
*Original Contract Number:	FA1133182	*Original RFS Number:	31786-00103		
Edison Contract Number: (if applicable)	22446	Edison RFS Number: (if applicable)	31786-00103		
*Original Contract Begin Date:	8/18/2010	*Current End Date:	12/31/2012		
Current Request Amendment Number: (if applicable)	1 (One)				
Proposed Amendment Effective Date: (if applicable)	1/1/2013				
*Department Submitting:	Finance & Administration				
*Division:	Benefits Administration				
*Date Submitted:					
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Delta Dental of Tennessee				
*Current Maximum Liability:	\$43,210,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2011	FY:2012	FY:2013	FY:	FY	FY
\$10,603,000	\$21,605,300	\$11,001,700	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2011	FY:2012	FY:2013	FY:	FY	FY
\$10,601,606.79	\$18,516,709.93	\$N/A	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Payments to the Contractor are based on payroll deduction and the payment of premiums by employees and retirees are paid directly to the Contractor.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			The funds are based upon payroll deductions and premiums are paid directly by members, so funds have not been carried forward for these services.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:	State:		Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Interdepartmental:	\$43,210,000	<i>Other:</i>	
If “ <i>other</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$43,210,000.00	

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					

Delta Dental

Contract # 22446

Reports Pulled: 4/20/2012

<u>FY</u>	<u>Payments</u>
2011	10,601,606.79
2012	<u>18,516,703.93</u>
Total	29,118,310.72

Edison Report TN_PU_CN026 ~ Payments Not on Contract

Payments	0								
Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	PO_ID	D.VOUCHER_ID	Year		

Delta Dental Maximum Liability Reconciliation

Maximum Liability	43,210,000.00
Payments	29,118,310.72 ~ Agrees with Total Released Amount in Edison as of 4.20.2012
Remaining Balance	14,091,689.28 ~ Agrees with Remaining Amount in Edison as of 4/20/2012

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	31786-00103	
1. Procuring Agency	Finance and Administration, Division of Benefits Administration	
2. Contractor	Delta Dental of Tennessee	
3. Contract #	FA1133182	
4. Proposed Amendment #	1	
5. Edison ID #	22446	
6. Contract Begin Date	August 18, 2010	
7. Current Contract End Date – with ALL options to extend exercised	December 31, 2012	
8. Proposed Contract End Date – with ALL options to extend exercised	December 31, 2013	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 43,210,000.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 68,210,000.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>To extend the service provision for one additional year per the term extension clause contained in the original base contract, and add additional funding for the extension.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	<p>Mr. Jay Reavis, Vice President Sales and Underwriting</p>	

Request Tracking #	31786-00103
Delta Dental of Tennessee 240 Venture Circle Nashville, Tennessee 37228-1699	
16. Evidence Contractor's Experience & Length Of Experience Providing the Service The Contractor has been providing these services to the State since August of 2010.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives N/A	
18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i> This service was procured competitively and the calculations for rates for any contract extensions were detailed in the base contract. It will save the State resources to allow an additional year to the contract term with pre-negotiated rates than to procure the services again.	
Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i>	



E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail : Lovel.Vanarsdale@tn.gov

FROM : Sylvia Chunn
E-mail : Sylvia.chunn@tn.gov

DATE : 4/24/12

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # 31786-00103
Office of e-Health Initiatives Endorsement Signature & Date:
 4/24/2012
Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance & Administration, Benefits Administration
Agency Contact (<i>name, phone, e-mail</i>)	Sylvia D. Chunn 615-253-8358 Sylvia.chunn@tn.gov
Required Attachments (<i>as applicable – copies without signatures acceptable</i>)	
<input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request <input checked="" type="checkbox"/> proposed contract or amendment	
Medical/Mental Health-Related Service Description	
Preferred Dental Benefits for the Public Sector Plans, amendment to extend the contract term by one year and add additional funding.	



CONTRACT AMENDMENT



Agency Tracking # 31786-00103	Edlson ID 22446	Contract # FA-11-33182	Amendment # 1
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Contractor Legal Entity Name Delta Dental of Tennessee	Edlson Vendor ID 74015
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Amendment Purpose & Effect(s)
Extend Contract Term one year and add new rates for the new year according to the base contract.

Amendment Changes Contract End Date: YES NO **End Date:** 12/31/2013

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 25,000,000.00

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			\$10,603,000.00		\$10,603,000.00
2012			\$21,605,300.00		\$21,605,300.00
2013			\$23,501,700.00		\$23,501,700.00
2014			\$12,500,000.00		\$12,500,000.00
TOTAL:			\$68,210,000.00		\$68,210,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p>OCR USE</p>
--	----------------

Speed Chart (optional) Multiple Funds Apply	Account Code (optional) 79007000
---	--



**AMENDMENT ONE
OF CONTRACT FA1133182**

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Contract section C.1 is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Sixty-Eight Million Two Hundred Ten Thousand Dollars (\$68,210,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Contract section C.3 is deleted in its entirety and replaced with the following:

- C.3 Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

- (1) For service performed from January 1, 2011, through December 31, 2013, the following rates shall apply:



Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013
Employee	\$19.14/Active Employee Member	\$19.86/Active Employee Member	\$20.46/Active Employee Member
Employee + Spouse	\$36.20/Active Employee Member	\$37.56/Active Employee Member	\$38.69/Active Employee Member
Employee + Child(ren)	\$44.01/Active Employee Member	\$45.66/Active Employee Member	\$47.03/Active Employee Member
Employee + Spouse + Child(ren)	\$70.84/Active Employee Member	\$73.50/Active Employee Member	\$75.71/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013
Retirees	\$24.72/Retiree Member	\$25.64/Retiree Member	\$26.41/Retiree Member
Retirees + Spouse	\$46.75/Retiree Member	\$48.50/Retiree Member	\$49.96/Retiree Member
Retirees + Child(ren)	\$56.83/Retiree Member	\$58.96/Retiree Member	\$60.73/Retiree Member
Retirees + Spouse + Child(ren)	\$91.48/Retiree Member	\$94.91/Retiree Member	\$97.76/Retiree Member
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Active Employees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013
Employee	Not Applicable	\$10.97/Active Employee Member	Not Applicable
Employee + Spouse	Not Applicable	\$20.75/Active Employee Member	Not Applicable
Employee + Child(ren)	Not Applicable	\$25.22/Active Employee Member	Not Applicable



Employee + Spouse + Child(ren)	Not Applicable	\$40.60/Active Employee Member	Not Applicable
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012	Calendar Year 2013 1/ 1/2013 – 12/31/ 2013
Retirees	Not Applicable	\$14.16/Retiree Member	Not Applicable
Retirees + Spouse	Not Applicable	\$26.79/Retiree Member	Not Applicable
Retirees + Child(ren)	Not Applicable	\$32.57/Retiree Member	Not Applicable
Retirees + Spouse + Child(ren)	Not Applicable	\$52.42/Retiree Member	Not Applicable

(2) For service performed from January 1, 2014 through December 31, 2014 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in January, 2013 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

(3) For service performed from January 1, 2015 through December 31, 2015 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in January, 2014 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.



4. Contract section E.2 is deleted in its entirety and replaced with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Sylvia D. Chunn, Procurement & Contracting Manager
Tennessee Department of Finance & Administration
Benefits Administration Division
312 Rosa L Parks Avenue, Suite 2600
Nashville, Tennessee 37243
sylvia.chunn@tn.gov
Telephone: 615.253.8358
FAX: 615.253.8556

The Contractor:

Mr. Jay Reavis, Vice President
Sales and Underwriting
Delta Dental of Tennessee
240 Venture Circle
Nashville, Tennessee 37228-1699
jreavis@deltadentaltn.com
Telephone: 615.742.6914
Fax: 615.244.8108

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

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DELTA DENTAL OF TENNESSEE:

SIGNATURE

DATE



Phil Wenk, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

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

Mark A. Emkes

11-11-12

MARK A. EMKES, CHAIRMAN

Y MDA

DATE



CONTRACT

(FA-type fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Agency Tracking # 31786-00103	Edison ID 22446
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Contractor Delta Dental of Tennessee	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-0812197
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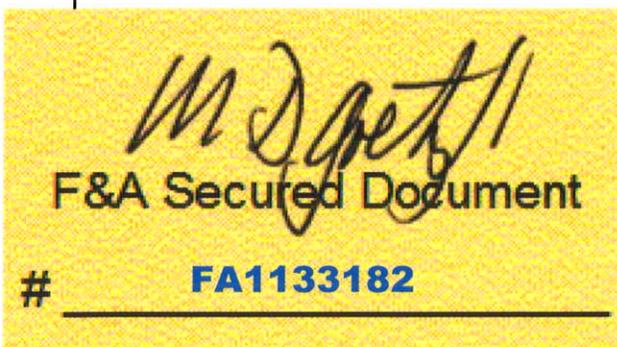
Service
Preferred Dental Organization insurance coverage.

Contract Begin Date August 18, 2010	Contract End Date December 31, 2012	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY2011			\$10,603,000.00		\$10,603,000.00
FY2012			\$21,605,300.00		\$21,605,300.00
FY2013			\$11,001,700.00		\$11,001,700.00
TOTAL:			\$43,210,000.00		\$43,210,000.00

American Recovery and Reinvestment Act (ARRA) Funding - YES NO

OCR USE FA	Agency Contact & Telephone # Marlene D. Alvarez, Procurement & Contracting Manager Tennessee Department of Finance & Administration Benefits Administration Division William R. Snodgrass Tennessee Tower 312 Rosa L. Parks Avenue, Suite 2600 Nashville, Tennessee 37243 Telephone: 615.253.8358 Fax: 615.253.8556 Marlene.alvarez@tn.gov
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Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
Marlene Alvarez

Speed Code Multiple Funds Apply	Account Code 79007000 ✓ <i>mm</i>
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Contractor Ownership/Control

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged Other	<input type="checkbox"/>

Contractor Selection Method

RFP

Competitive Negotiation *

Alternative Competitive Method *

Non-Competitive Negotiation *

Other *

***Procurement Process Summary**

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE
LOCAL GOVERNMENT INSURANCE COMMITTEE
AND
DELTA DENTAL OF TENNESSEE**

This Contract, by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, Local Government Insurance Committee, hereinafter referred to as the "State" and Delta Dental of Tennessee, hereinafter referred to as the "Contractor," is for the provision of an optional Preferred Dental Organization (PDO) insurance plan, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non-profit corporation.

Contractor Federal Employer Identification or Social Security Number: 62-0812197

Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

A.1. Contractor Scope of Services

The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

- a. The Contractor shall underwrite and administer a fully insured Preferred Dental Organization (PDO) Full Benefits insurance plan option to eligible employees/retirees of the State of Tennessee, and their eligible dependents (hereafter referred to as Members), who elect to participate in the Preferred Dental Plan option. The PDO option shall be delivered in accordance with Contract Attachment D.1 – PDO Insurance Full Benefits and the *PDO Certificate of Coverage* created under Contract Section A.5.a. of this contract.
- b. The Contractor shall confirm eligibility of each Member as claims are submitted, on the basis of eligibility information provided by the State that applies to the period during which the charges were incurred. The Contractor shall receive claims filed by either Members or the provider(s), and shall process said claims in an accurate manner.
- c. The Contractor shall provide coverage to eligible Members who elect the PDO option; participation in said option shall be for twelve (12) months or until the State's next annual enrollment transfer period, whichever occurs first; unless the Member's coverage has been terminated.
- d. The Contractor shall allow for COBRA continuation coverage for eligible individuals.
- e. If approved in writing by the State, Contractor shall underwrite and administer a fully insured Basic Benefits Preferred Dental Organization (PDO) insurance plan option to eligible Members which emphasizes preventive, diagnostic and basic care services. This Basic Benefits option shall not be available to Members prior to January 1, 2012. Such Basic Benefits option shall be subject to all of the standards and conditions contained in this contract, except for those applying to scope of benefits. The Basic Benefits option shall be delivered in accordance with Contract Attachment D.2. and the *PDO Basic Benefits Certificate of Coverage* created under

Contract Section A.5.c.

A.2. PDO Dental Provider Network

- a. The Contractor shall provide access to and administer a Tennessee statewide Preferred Dental Organization network of dental providers who have agreed to accept the Contractor's Maximum Allowable Charges specified in Contract Section C.3.c. – Guaranteed Maximum Allowable Charges of this contract for services provided to Members participating in the PDO option. The Contractor further agrees to secure under contract, participation by General Dentist and Dental Specialists (i.e. Oral Surgeons, Orthodontists, Endodontists, Periodontist and Pedodontists) as needed and necessary to continuously provide adequate distribution, and reasonable access, and acceptable provider turnover rates as defined in Contract Attachment B – Liquidated Damages, Item # 1 and 2. The State shall review network accessibility and shall inform the Contractor, in writing, of any deficiencies it identifies which deny reasonable access to dental care. The Contractor shall respond to the State, in writing, as to the action it intends to take to correct said deficiencies.
- b. The Contractor shall maintain the capability to respond to inquiries from Members concerning participation and availability to accept new patients by dentists in the network, by specialty by county. Such capabilities shall be demonstrated by a Member toll-free Call Center (see Contract Section A.4.) and the Contractor's website which includes dental provider search capability available to all Members.
- c. The Contractor shall contract only with dentists who are duly licensed in the State of Tennessee to provide such dental services. In addition, the Contractor shall require that all providers maintain all licenses and accreditations in existence at the time of selection as a network provider and in order to continue their status as a network provider. The Contractor shall perform on a continuous basis appropriate provider credentialing that assures the quality of network providers. Re-credentialing of network providers must be performed at least every three (3) years.
- d. The Contractor shall maintain communication with providers to ensure a high degree of continuity in the provider base and ensure that the providers are familiar with the PDO benefits and procedural requirements. There shall be provisions to allow for on-site visits to the provider's office by the Contractor's staff, in addition to telephone and written contact for the purpose of monitoring provider conformance with plan standards and quality requirements.
- e. The Contractor shall notify all network providers of and enforce, through the Contractor's provider contract, compliance with all provisions of the PDO Full Benefits or Basic Benefits Plan, the applicable *PDO Certificate of Coverage* and the Contractor's utilization management procedures as defined in the *PDO Certificate of Coverage* by December 1, 2010 unless otherwise directed by the State.
- f. The Contractor shall require all network providers to file claims, associated with their services, directly with the Contractor on behalf of Members.
- g. The Contractor shall have a process in place to address the transfer of Member records from terminating providers to new network providers. This process shall include at a minimum the transfer of the appropriate patient dental record, including the most recent x-rays if appropriate, covering the prior twenty-four (24) month period in hard copy or electronic format. Such cost of transfer shall not be borne by the Member or State.

A.3. Staffing and Administrative Services

- a. The Contractor shall provide and maintain qualified personnel and staffing to provide the deliverables and services in accordance with this Contract and provide this information to the State by September 15, 2010 unless otherwise specified by the State.
- b. The Contractor shall designate an individual with overall responsibility for the State-sponsored benefit. This person, which serves at the Contractor's executive staff level, shall designate the following positions to interface directly with the State: (1) Program Director (external and marketing operations); and (2) Program Director (internal and administrative functions). Said designees shall be responsible for the coordination and operation for all aspects of the contract.
- c. **Qualifications.** The Contractor shall ensure that all persons, including independent Contractors, subcontractors and consultants assigned by it to perform under the Contract, shall be employees or formal Agents of the Contractor and shall have the credentials necessary (i.e., licensed, and bonded, as required) to perform the work required herein. In addition, the Contractor shall ensure that all persons assigned by it to perform work under the Contract shall be fully qualified, as required in this Contract, to perform the services required herein. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work hereunder.
- d. For work under this Contract, the Contractor shall employ no employees or contract with subcontractors that are on the U.S. Department of Health and Human Services' Office of Inspector General (OIG) exclusions list unless the Contractor receives prior, written approval from the State.
- e. **Key Personnel.** In addition to the Program Directors described in Contract Section A.3.b., the Contractor shall recruit, hire and retain employees for the following positions:
 - (1) Project Leader, who shall serve as the single point of contact for the State and have overall responsibility for the Contractor's functions under the Contract. The Project Leader shall have the authority to make decisions and resolve problems on behalf of the Contractor with the State. This Individual shall remain dedicated to the work of the Contract for the duration of the Contract.
 - (2) Customer Services Manager, who shall have overall responsibility for performance of the Contractor's functions and oversee the Call Center. This individual shall remain dedicated to the work of the Contract for the duration of the Contract.
- f. **State Review and Approval.** The Contractor agrees that the State may approve or disapprove the Contractor's Subcontractors or its staff assigned to this Contract prior to the proposed staff assignment. For all subcontractors approved by State, the Contractor shall provide copies of the executed subcontracts to the State in accordance with Contract Section A.10.b.2. The State may also direct the Contractor to replace staff members as it deems necessary and appropriate. The decision of the State on these matters shall not be subject to appeal.
- g. **Staff Changes.** Personnel commitments made in the Contractor's proposal shall not be changed unless prior approved by the State in writing. For these purposes, such commitments shall include any named individuals in the proposal and the levels of

effort proposed. The Contractor shall notify the State at least thirty (30) days in advance of proposed changes and shall submit justification (including proposed substitutions) in sufficient detail to the State to evaluate the impact upon the Contract. The decision of the State on these matters shall not be subject to appeal.

- h. Staff Training. The Contractor shall conduct a training program for representatives/operators and other staff. The Contractor's staff shall successfully complete the training program prior to assuming their duties. The Contractor shall conduct regular staff refresher training to address program, process, and policy changes.

A.4. Call Center

The Contractor shall maintain a Call Center and provide a dedicated toll-free phone line, including Telecommunication Device for the Deaf (TDD) capability, for the exclusive purpose of responding to Member inquiries. The phone line shall be operated, at a minimum, from 7:00 a.m. to 4:30 p.m., Central Time, on all normal working days of the Contractor. The Contractor shall provide advice and assistance to questions regarding effective dates, benefit levels, program costs, premiums and cessation of coverage as requested by the State, individual Members, and assist Members in locating a network provider by the date specified in Contract Section A.10.b.7.

a. Call Center Requirements

- (1) General Requirements. The Contractor shall operate a Call Center that uses the Contractor's own dedicated, toll-free contact number as the "front-end" entry point for callers. The Contractor's Call Center may have dedicated representatives/operators to respond to inquiries from members.
- (2) Location. The Contractor's Call Center and Call Center representatives/operators shall be located in the continental United States.
- (3) Hours of Operations. The Contractor's Call Center shall accept calls, at a minimum, from 7:00 a.m. to 4:30 p.m. Central Time (CT) Monday through Friday, except on official State Holidays.
- (4) Access for Hearing Impaired. The Contractor's Call Center shall be equipped with TDD (Telecommunication Device for the Deaf) or TTY (Teletype) in order to serve the hearing impaired population.
- (5) Language Accessibility. The Contractor's Call Center shall have at least one Member services representative who is bilingual in English and Spanish during all hours of operation.

b. Call Center Processes

- (1) General Requirements.
The Call Center shall have call management systems and communications infrastructure that can manage the potential call volume and achieve the performance standards described in Contract Attachment C, Item # 7.
- (2) Scalability.
The Contractor's call management systems shall be scalable and flexible so they can be adapted as needed, in response to enrollment changes.

(3) Greeting.

The Contractor's call management systems shall provide greeting messaging when necessary. The Contractor may play canned music for the callers while they are on hold; the Contractor may also play messages about the Preferred Dental Plan benefits.

(4) Introductory Prompts.

The Contractor may use an automated interactive voice response (IVR) system for managing inbound calls, provided that the caller always has the ability to leave the IVR system and wait in queue in order to speak directly with a live-voice representative during the hours of operation established in Contract Section A.4.a.(3).

(5) Outbound Calls.

The Contractor shall have the ability to make outbound calls without interrupting the ability of callers to continue to access the Call Center.

(6) Call Logs.

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

- i. The caller's identifying information (e.g., employee ID);
- ii. The call date;
- iii. The reason for the call (using a coding scheme approved by the State in advance and in writing);
- iv. The Call Center representative/operator that handled the call;
- v. The length of call; and
- vi. The resolution of the call (and if unresolved, the action taken and follow up steps required).

Additionally, the call management system shall maintain a history of correspondence and call transactions for performance management, quality management and audit purposes. This history will contain the actual information, a date/time stamp that corresponds to when the transaction took place, the origin of the data management transaction (the State and/or one of its Agent(s), the Customer, etc.) and the Contractor representative/operator that processed the transaction.

c. The Contractor is required to meet the following Call Center performance standards:

(1) Maximum Speed of Answer.

- i. General Requirements. The Contractor's Call Center shall answer, by a person, one hundred percent (100%) of calls within five (5) minutes (300 seconds) or less.
- ii. Measurement of Maximum Speed of Answer. Using the definition of maximum speed of answer provided in A.13.x. the Contractor shall calculate the number of instances during each day during which a caller's maximum speed of answer exceeds this threshold.
- iii. Reporting. The Contractor shall report this data on a monthly basis for the contract period beginning on January 1, 2011. The

Contractor shall submit, by the fifth business day of the month, a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

(2) Average Speed of Answer (ASA).

- i. General Requirements. The Contractor shall maintain a Call Center and provide a dedicated toll-free phone line, including Telecommunication Device for the Deaf (TDD) capability, for the exclusive purpose of responding to Member inquiries. The phone line shall be operated, at a minimum, from 7:00 a.m. to 4:30 p.m., Central Time, on all normal working days of the Contractor. The Contractor shall provide advice and assistance to questions regarding effective dates, benefit levels, program costs, premiums and cessation of coverage as requested by the State, individual Members, and assist Members in locating a network provider.
- ii. Measurement. Using the definition of Average Speed of Answer contained in Contract Section A.13.c., the Contractor shall maintain an Average Speed of Answer (ASA) of less than one (1) minute (60 seconds) and callers may not be placed on hold after the call is answered.
- iii. Reporting. The Contractor shall report this data on a monthly basis for the contract period beginning on January 1, 2011. The Contractor shall submit, by the fifth business day of each month, a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

(3) Blocked Call Rate.

- i. General Requirements. The Contractor's Call Center shall maintain a Blocked Call rate of less than one percent (1%) per period.
- ii. Measurement. Using the definition of blocked calls in Contract Section Definitions, A.13.f. the Contractor shall calculate the rate for each respective day by using the number of all calls (including abandoned calls and blocked calls) during the respective period as the denominator. The Contractor shall use the total number of blocked calls during the respective period as the numerator.
- iii. Reporting. The Contractor shall report this data on a monthly basis for the contract period beginning on January 1, 2011. The Contractor shall submit, by the fifth business day of each month, a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

(4) Abandoned Call Rate.

- i. General Requirements. The Contractor's Call Center shall maintain an Abandoned Call rate of not more than five percent (5%) for each respective morning, afternoon, and evening period.

- ii. **Measurement.** Using the definition of Abandoned Calls in Contract Section A.13.a., Definitions, the Contractor shall calculate the rate for each respective day by using the number of all calls (including abandoned calls and blocked calls) during the respective period as the denominator. The Contractor shall use the total number of abandoned calls during the respective period as the numerator.
- iii. **Reporting.** The Contractor shall report these data for each period on a monthly basis for the contract period beginning on January 1, 2011. The Contractor shall submit, by the fifth business day of the month, for the term of this Contract a summary report with data on this metric for periods during the preceding month. The monthly report shall include daily, weekly, and monthly data.

A.5. Regulatory Requirements

- a. The Contractor shall prepare and submit to the State for approval no later than sixty (60) days prior to plan implementation on January 1, 2011, the *PDO Certificate of Coverage* approved by Benefits Administration and the State of Tennessee Department of Commerce and Insurance. Such Certificate shall be added as Contract Attachment F once approved. The Certificate of Coverage shall include at a minimum the following:
 - (1) General Benefit and Eligibility Provisions;
 - (2) Description of Benefits and Claims Process;
 - (3) General Limitations, Exclusions and Waiting Periods;
 - i. Provided, however, that the Contractor shall apply credit for prior length of continuous enrollment in the State PDO plan for any Members and/or dependents who were enrolled in the State PDO plan on December 31, 2010 and who continued coverage under the new PDO Plan effective January 1, 2011. Such requirement shall also apply to Members and/or dependents maintaining COBRA continuation coverage.
 - (4) Optional Services; and
 - (5) Schedule of Benefits, including:
 - i. Diagnostic and Preventive Benefits, and Limitations and Exclusions;
 - ii. Basic Benefits, and Limitations and Exclusions;
 - iii. Major Benefits, and Limitations and Exclusions;
 - iv. Orthodontic Benefits, and Limitations and Exclusions;
 - v. Group Variables for In and Out of Network Benefits; and
 - vi. Any lifetime or annual maximums.
- b. The Contractor shall submit annually to the State a current Certificate of Coverage by January 1; Contractor shall also submit to the State a revised Certificate within

thirty (30) days of any benefits changes.

- c. If requested by the State, Contractor shall prepare and submit for approval a *Basic Benefits PDO Certificate of Coverage*. Such Certificate shall be added to Contract Attachment F once approved, and shall contain the same minimum standards listed in Contract Attachment D.2.
- d. The Contractor shall immediately notify the State of any pending disciplinary action initiated by the State of Tennessee Department of Commerce and Insurance that may materially impact its ability to perform under this Contract.

A.6. Claims Data and Processing

- a. To ensure the efficient and timely processing of claims and the adequate capture of data, the Contractor shall provide plan Members with identification cards. The cost of these items shall be borne by the Contractor. The Contractor shall not distribute any claim forms and identification cards for use without prior authorizations from the State. Contractor shall update eligibility and shall mail Member I.D. cards to Member home address no later than fourteen (14) days from receipt of the new enrollment or change in enrollment.
- b. The Contractor shall process all claims under the PDO plan options in accordance with Contract Attachment D.1 – PDO Insurance Full Benefits and the *PDO Certificate of Coverage*, OR Contract Attachment D.2 – PDO Insurance Basic Benefits and the *Basic Benefits PDO Certificate of Coverage* created and approved by the State pursuant under Section A.5.c. of this contract.
- c. The Contractor shall answer, in writing, within five (5) business days, all written inquiries from Members concerning the status of claims submitted, all benefits available through the benefit option, its clarifications and revisions, and other relevant information.
- d. The Contractor shall establish a formal grievance procedure for Members and providers to appeal decisions in regard to administration of the plan, necessity determinations and to resolve disputes that may arise in the administration of the program. The Contractor shall provide the State with two (2) written copies of this grievance procedure, and the State reserves the right to require changes in the procedures when appropriate.
- e. The Contractor shall maintain an internal quality assurance plan. If requested by the State, the Contractor shall provide a summary of the internal quality assurance plan indicating areas addressed, established criteria and standards and those methods employed to evaluate results.
- f. The Contractor shall upon conclusion of this contract, or in the event of its termination or cancellation for any reason, process all covered eligible Member claims incurred for covered dental services rendered to and dental supplies purchased by covered eligible Members during the period of this contract.
- g. The Contractor shall, prior to the effective date of this contract, accept from the prior contractor, Delta Dental of Tennessee, cumulative individual Member length of plan participation relevant to required waiting periods and life time out-of-pocket maximums. This prior information will be applied to each Member's benefit going forward to the 2011 plan year. This provision will not apply to the new retiree dental plan option.

- h. The Contactor shall upon conclusion of this contract, or in the event of its termination or cancellation for any reason, transfer to the succeeding contractor cumulative individual Member length of plan participation relevant to required waiting periods and life time out-of-pocket maximums at no cost to the Member or State.
- i. The Contractor shall maintain an electronic data processing (EDP) environment that supports the requirements of the PDO options. The Contractor must have a disaster recovery plan for restoring the application software and production data files and for hardware backup if the production systems are destroyed.

A.7. Privacy

- a. **General Requirements.** These standards apply to all forms of assistance that the Contractor provides, including one-on-one assistance during or after Member information sessions; during telephone sessions with Call Center staff; and during outbound telephone contacts between members and Call Center staff.
- b. **Confidentiality.** Consistent with Contract Section E.7., the Contractor shall develop, adopt, and implement standards, which are at a minimum HIPAA compliant, to safeguard the privacy and confidentiality of all information about Members. For example, the Contractor shall ensure that it does not have completed forms sitting in public view, left in unsecure boxes or files, or left unattended in any off-site location (e.g., in an automobile, etc.). The Contractor's procedures shall include but not be limited to safeguarding the identity of Members as plan Members, ensuring the privacy of any sessions with individual Members, and preventing the unauthorized disclosure of information.
- c. **Authorized Representatives.** Consistent with the confidentiality requirements in Contract Section E.7., the Contractor shall not disclose any information about the Members unless (a) such information is strictly necessary to resolve the issue or concern under discussion and (b) the person has adequate permission or legal authority to review such information.

A.8. State Progress Review, Audits, and Member Satisfaction Surveys

- a. The Contractor, at the request of either party, shall meet with representatives of the State periodically, but no less than quarterly, to discuss any problems and/or progress on matters outlined by the State. The Contractor shall have in attendance one of its Program Directors and, as necessary, representatives from its organizational units, to respond to topics indicated by the State's agenda.
- b. The Contractor shall cooperate fully with audits the State may conduct of management to include clinical processes and outcomes, internal audits, provider networks, and any other aspect of the program the State deems appropriate (at the Contractor's expense). The State may select any qualified persons, or organization to conduct the audits.
- c. The Contractor shall perform, following review and approval by the State, customer satisfaction surveys. The survey instrument shall be developed and approved by the State by the date specified in Contract Section A.10.b.11. At least 85% of all respondents will indicate Completely, Very, or Somewhat Satisfied. Measured, reported, and reconciled annually through the duration of the contract in accordance with Contract Attachment B, Performance Guarantee # 3.
- d. Unless otherwise directed by the State, the survey shall be in written form mailed to

the selected Members home and conducted once during each calendar year at a time mutually agreed upon by the State and the Contractor and shall involve a statistically valid random sample of State Members. Contractor shall guarantee a statistically valid response rate consistent with the sample size. Based upon the results of the survey, the Contractor and the State shall jointly develop an action plan to correct problems or deficiencies identified through this activity. At least 85% of all respondents will indicate Completely, Very, or Somewhat Satisfied. Measured, reported, and reconciled annually through the duration of the contract in accordance with Attachment B, Performance Guarantee # 3.

A.9. Member Materials

- a. The Contractor shall assist the State in the education and dissemination of information regarding the PDO benefit prior to the annual enrollment transfer period. The annual transfer period, unless otherwise specified by the State, shall occur between October 15th to November 15th of each calendar year. This assistance shall include but not be limited to:
- (1) written information;
 - (2) audio/video presentations including any DVDs distributed by the State or its designated communications contractor;
 - (3) attendance at meetings, workshops, and conferences; and
 - (4) describe to State Benefits Administration personnel the administration of benefits and claims adjudication process. Informational sessions for Benefits Administration personnel shall require at least two (2) state office on-site sessions prior to plan implementation if requested by the State, and a minimum of one session each year thereafter.

Any on-site visits to State agencies shall require the prior approval of the State.

- b. The Contractor shall by the date specified in Contract Section A.10.b.8.:
- (1) following approval by the State, print and distribute, as appropriate, to all plan Members descriptive booklets, policies, identification cards, letters, administrative forms and manuals;
 - (2) develop and print provider directories, and annual employee benefit booklets detailing the benefits, procedures for accessing services, and other pertinent information helpful to the State's Members;
 - i. at the discretion of the State, the network provider directory must include provider name, specialty, address and phone number, organized in geographic areas as small as counties. Said Member information shall be updated and delivered to the Member's home at least annually, unless the State elects not to have them distributed. With the State's approval, electronic means, other than printing, may be utilized to inform Members of the network of providers.
 - ii. The plan booklets and other relevant information to be printed shall be in sufficient quantities for distribution to the State's enrolled Members, plus an amount adequate for distribution to new hires. The cost of printing and distributing any and all materials specified by the State and described in Contract Section A.9. is the responsibility of the Contractor. This provision excludes enrollment forms, which are the State's responsibility.
- c. The Contractor shall provide each PDO Subscriber with a copy of the applicable PDO Certificate of Coverage as described in Section A.5. of this contract.

A.10. Implementation

This Contract Section details the Contractor's responsibility to develop and submit a PDO Implementation Plan to the State for approval. Further, it delineates the due dates for other Contract deliverables, and summarizes the reporting requirements under the Contract. Finally, it details the performance requirements for the Contractor.

- a. **PDO Implementation Plan. General Requirements:**
 The Contractor shall develop a comprehensive PDO Implementation Plan, which shall outline the steps necessary for the Contractor to submit deliverables by the date specified in Contract Section A.10.b. and for the Contractor to be fully operational by the PDO implementation date of January 1, 2011. This plan shall include the following:
- (1) An itemization of activities that the Contractor shall undertake during the period between Contract Award and the PDO Plan implementation date. These activities shall have established deadlines and conform to the timeframes established in this Contract;
 - (2) An estimate of person-hours associated with each activity in the PDO Implementation Plan;
 - (3) Identification of interdependencies between activities in the PDO Implementation Plan;
 - (4) Identification of Contractor expectations regarding participation by the State in the activities in the PDO Implementation Plan and dependencies between these activities and implementation activities for which the State will be responsible; and
 - (5) Contractor's Staffing Plan, which shall include:
 - i. Organization chart listing all positions that will be involved with the implementation of the PDO Plan;
 - ii. Brief summaries of the relevant work experience of current employees who are or will be working on this project; and
 - iii. Job descriptions for all vacant positions.
 - (6) State Review and Approval. The Contractor shall submit the PDO Implementation Plan to the State for review and approval by the date specified in Contract Section A.10.b.

- b. **Due Dates for Project Deliverables and Contract Timeline:**
 Unless otherwise specified in writing by the State, the Contractor shall adhere to the following schedule for the deliverables for which it is responsible under this Contract:

	Deliverable	Contract Section Reference(s)	Final Approval from State Due By
Implementation Plan			
1	PDO implementation plan, Staffing Plan and timetable	A.10.a. and c.	September 15, 2010
2	All subcontractors approved by State and copies of the executed subcontracts.	A.3.f.	September 30, 2010

PDO Dental Provider Network			
3	PDO Provider Network in place	A.2.	November 1, 2010
4	PDO Providers aware of PDO plan provisions	A.2.e.	December 1, 2010
Staffing and Administrative Services			
5	Staff identified and designated responsibilities	A.3.	September 15, 2010
6	Certificate of coverage approved by Commerce and Insurance and State	A.5.	November 1, 2010
7	Call Center operational	A.4.	December 1, 2010
8	ID cards, plan materials and PDO plan enrollment information developed and approved by State	A.9.b.	October 1, 2010
9	Optional State Readiness Review	A.11.	November 1, 2010
10	PDO Plan fully operational	A.10.a.	January 1, 2011
11	Customer Satisfaction Survey instrument developed and approved by State	A.8.c.	January 1, 2011
DATA and Specific Reporting Requirements			
12	Contractor executes the Edison Certification of Interface Acceptance	A.12.c.	November 1, 2010
13	Contractor maintains weekly data interface with State Edison system	A.12.d.	December 1, 2010
Management Reports			
14	Contractor provides template for submission of management reports	A.12.e.	December 1, 2010

c. Staffing Plan:

- (1) General Requirements. As part of its Project Implementation Plan described above, the Contractor shall submit to the State for review and approval a detailed staffing plan. The Contractor shall submit to the State its Staffing Plan with its Project Implementation Plan by the date specified in Contract Section A.10.b.
- (2) Contents. The staffing plan shall provide staffing estimates for all functions and requirements of the Contract, including:
 - i. Representatives/operators, serving in the Call Center;
 - ii. Contractor supervisory staff; and
 - iii. Technical Staff, as required to process the State's plan eligibility through Edison.

A.11. Readiness Review

The State may conduct a comprehensive readiness review of the Contractor at least sixty

(60) days prior to January 1, 2011 in order to ensure that the Contractor is able and prepared to perform all functions required by this Contract and to provide high quality services to Members. Such review by the State may include an on-site review of the Contractor's customer service, claims adjudication facilities and operation. Contractor shall participate in all readiness review activities conducted by the State staff and/or the State's benefit consultants to ensure the Contractor's operational readiness for all products and service (e.g. claims adjudication, eligibility, Member services, network access, network management, reporting requirements, Edison interface, etc.) The State will provide the Contractor with a summary of findings that may include areas requiring corrective action prior to January 1, 2011.

A.12. Data and Specific Reporting Requirements

The Contractor shall:

- a. Maintain an electronic data interface with the State of Tennessee's Edison System, for the purpose of processing State Member enrollment information. The Contractor is responsible for providing and installing the hardware and software necessary. When the Contractor requires the exchange of Protected Health Information (PHI) with the State of Tennessee, the State recommends the use of the State's Secure File Transfer Protocol (SFTP) server. Additionally, federal standards require encryption of all electronic protected health data at rest as well as during transmission. If the State adopts a different or additional encryption standard or tool in the future, the Contractor is expected, with adequate notice, to cooperate with the State to maintain the security of protected information according to all applicable State and Federal standards.

Furthermore, the Contractor must adhere to the privacy and security regulations required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

- b. Notwithstanding the requirement to maintain enrollment data, the Contractor is not authorized to initiate data changes to the system without the State's approval, as detailed below. This prohibition shall include, but not necessarily be limited to: initiation, termination, and/or changes of coverage.
- c. Formally certify in writing no later than sixty (60) days prior to January 1, 2011, that Contractor shall have the ability to accept the weekly eligibility and enrollment information as described in Section A.12.d. Weekly Enrollment Update, and is therefore capable of the timely and accurate adjudication of claims based on the enrollment information provided by the State. This formal certification executes the Edison Certification of Interface Acceptance referenced in Contract Attachment B – Liquidated Damages, Item # 6.
- d. Maintain, in its computer system, in-force enrollment records of all State plan Members by the date by the date specified in Contract Section A.10.b.13. Specific additional obligations, relative to this requirement, are the following:
 - (1) **Weekly Enrollment Update:** To ensure that State plan Members' enrollment records remain accurate and complete, the Contractor commits to the following:
 - i. to retrieve, via secure medium (see Contract Section A.12.a.) weekly enrollment data electronic transfer files from the State, in the State's Edison 834 file values (See Contract Attachment E), for Members who are maintained in the State's Edison System [files will include full population records for all Members and will be in the

format of ANSI ASC X12.84, Benefit Enrollment and Maintenance (834), version 004010X095A1, with a few fields being customized by the state;

ii. to complete each of the following tasks by the indicated deadline:

Required Task	Deadline
systematically process and update, via computer programs, the Contractor's database, utilizing the State's weekly enrollment file records	within three (3) <u>working</u> days of receipt of the files from the State
resolve all mismatches identified by the processing of the weekly files; "mismatches" are defined as: Any difference of values between the State's and the Contractor's databases.	within six (6) <u>working</u> days of receipt of the files from the State

iii. to complete and submit to the State a *Weekly File Transmission Statistics Report* (format to be provided by the State), within seven (7) working days of receipt of the weekly files. Submission of this report shall be via email to designated staff in Benefits Administration.

The Contractor shall also require of its subcontractors, as applicable, to maintain Weekly Enrollment Updates on a timely basis.

NOTE: Section A.12.d. shall be monitored by the State as Liquidated Damages # 7. (see Contract Attachment B).

(2) **The State of Tennessee Enrollment Data Match:** Upon request by the State, not to exceed two (2) times annually based on a calendar year, the Contractor shall submit to the State its full file of State enrollees, by which the State will conduct a data match against the State's Edison database. The purpose of this data match will be to determine the extent to which the Contractor is maintaining its data base of State Members, as required by Contract Section A.12.d.

Results of this match will be communicated to the Contractor, including any requirements – and associated timeframes – for resolving the discrepancies identified by the data match.

For the purpose of the requirements of this section, "mismatches" are defined as: Any difference of values between the State's and the Contractor's databases.

(3) Maintain a duplicate set of all records relating to the benefit payments in electronic medium, usable by the State and Contractor for the purpose of disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft-protected facility located away from the storage location of the originals. The duplicate data processing records shall be updated, at a minimum, on a daily basis and retained for a period of sixty (60) days from the date of creation.

(4) Reconcile, within ten (10) working days of receipt, payment information provided by the State. Upon identification of any discrepancies, the

Contractor shall immediately advise the State.

e. Submit Management Reports

- (1) The Contractor shall provide the State with hard copy Management Reports, as described in the Contractor's proposal, attached hereto and incorporated by reference (see also Contract Attachment C). Management Reports shall be submitted on a quarterly basis, as well as annually, with program year aggregate totals. These reports shall also be submitted in an electronic format (template) agreed upon between the Contractor and the State by the date specified in Contract Section A.10.b.14 or as otherwise specified by the State.
- (2) The Contractor shall generate and deliver to the State, within five working days of the end of each contract quarter, a Quarterly Network Changes Report (format to be mutually agreed).
- (3) The Contractor shall annually provide the State with a GeoNetworks® report showing service and geographic access (see Contract Attachment B – Liquidated Damages, Item # 1. The State shall review the network structure and shall inform the Contractor in writing of any deficiencies the State considers to deny reasonable access to dental care. The State and Contractor shall then mutually develop a plan of action to correct said deficiencies within sixty (60) days from the date the Contractor was first notified of the problem.
- (4) The Contractor shall submit all call center activity reports and Liquidated Damages Reports as required in Contract Attachments B Liquidated Damages, Item # 8 – and Contract Attachment C, Item # 7.
- (5) The Contractor shall annually submit a Dental Loss Ratio Report as required in Contract Attachment C, Item # 5.

f. Business Continuity and Disaster Recovery

(1) General Requirements.

Regardless of the architecture of its Systems, the Contractor shall develop and be continually ready to invoke a business continuity and disaster recovery (BC-DR) plan. The BC-DR plan shall encompass all Information and Communications Technology as defined in this Contract. At a minimum the Contractor's BC-DR plan shall address the following scenarios:

- i. Central and/or satellite data processing, telecommunications, print and mailing facilities and functions therein, hardware and software are destroyed or damaged;
- ii. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of transactions that are active in a live system at the time of the outage;
- iii. System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromises the integrity of data maintained in a live or archival system; and

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

(2) Testing.

The Contractor shall provide the State results of the most previous test of its BC-DR plan. In the event no such test has been executed or the results were not satisfactory to the State, then the Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore System functions per the standards outlined in this Section of the Contract.

(3) Corrective Action Plan.

In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore system functions per the standards outlined in this Contract, the Contractor shall submit to the State a Corrective Action Plan that describes how the failure will be resolved. The Contractor shall deliver the Corrective Action Plan within ten (10) business days of the conclusion of the test.

A.13. Definitions

- a. **Abandoned Call:** Abandon Call is a call in which the caller elects an option and is either not permitted access to that option or disconnects from the system.
- b. **Agency Benefits Coordinator:** The individual within each agency or department who is the officially-designated liaison between Benefits Administration and employees/members.
- c. **Average Speed of Answer (ASA):** The mean time between (a) the moment at which a caller to the Contractor's Call Center first hears an introductory greeting and enters the queue and (b) the time at which a Call Center representative at the Call Center answers the call. For this definition, the term "answer" shall mean to begin an uninterrupted dialogue with the caller. If a Call Center representative asks the caller to hold during the first 60 seconds of the dialogue, the Contractor shall not consider the call to be "answered" for purposes of this definition until the Call Center representative returns to the caller and begins an uninterrupted dialogue.
- d. **Benefits Administration:** The division of the Tennessee Department of Finance & Administration that administers the public sector plans and the Cover Tennessee programs.
- e. **Benefits Coordinators:** See "Agency Benefits Coordinators".
- f. **Blocked Call:** A call that cannot be connected immediately because no circuit is available at the time the call arrives or the telephone system is programmed to block calls from entering the queue when the queue backs up beyond a defined threshold.
- g. **Business Days:** Traditional workdays, including Monday, Tuesday, Wednesday, Thursday, and Friday. State Holidays are excluded.
- h. **Calendar Days:** All seven days of the week.
- i. **Central State Employees:** Employees of the Tennessee courts, General Assembly, or Executive departments or agencies. By tradition, this term also includes certain

employees of "offline" agencies (i.e., Greater Nashville Regional Council, Beech River Water Shed Development Authority, South Central Human Resource Agency, WETP-TV (Knoxville), WLJT-TV (West Tennessee), and Governor's Books at Birth). Central State Employees do not include employees of the University of Tennessee or the Tennessee Board of Regents colleges, universities, technical institutes, and other educational institutions or their administrative offices or campuses.

- j. **Claims Payment Dollar Accuracy:** Claims Payment Dollar Accuracy is defined as the absolute value of financial errors divided by the total paid value of Contractor audited dollars paid.
- k. **Claims Turnaround Time:** Claims Turnaround Time is measured from the date the claim is received in the office to the date processed, including weekends and holidays. Any claims that include Coordination of Benefits (COB) and subrogation will be excluded when calculating compliance with the "non-investigated claims" performance standard.
- l. **Days:** Unless otherwise specified, refers to calendar days.
- m. **Deliverable:** A document, manual, or report (in hard copy, electronic format or specific medium as required) that the Contractor submits to the State to fulfill requirements of this Contract.
- n. **Director:** Director of the Public Sector Plans, who reports to the Executive Director of Benefits Administration.
- o. **Edison:** The State's enterprise resource planning system, which supports human resources, payroll, insurance, contracting, procurement and other agency functions.
- p. **Eligible Employees and Dependents:** Employees of those agencies participating in the State, Local Education and Local Government plans that meet the eligibility requirements as defined in the State, Local Education and Local Government Plan Documents. Access through www.state.tn.us/finance/ins/publications.html
- q. **Eligible Retirees and Dependents:** Retirees meeting the retiree eligibility requirements as defined in the State, Local Education and Local Government Plan Documents. Access through www.state.tn.us/finance/ins/publications.html Retirees must be receiving a retirement benefit from the Tennessee Consolidated Retirement System or higher education Optional Benefit Plan.
- r. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** Title I of HIPAA protects health insurance coverage for workers and their families when they change or lose their jobs. Title II, the Administrative Simplification (AS) provisions, requires the establishment of national standards for electronic healthcare transactions and national identifiers for providers, health insurance plans and employers. The HIPAA Administration Simplification provisions also address the security and privacy of health information.
- s. **Holidays:** Days on which official holidays and commemorations as defined in Tennessee Code Annotated § 15-1-101 *et seq.*, are observed.
- t. **Information Technology (IT):** A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e. structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.
- u. **Local Education Agency (LEA) Plan:** Refers to all health plan options sponsored by the Local Education Committee

- v. **Local Government Plan:** Refers to all health plan options sponsored by the Local Government Committee.
- w. **Maximum Allowable Charge:** The highest dollar amount of reimbursement for specific dental procedures provided by PDO dental network providers.
- x. **Maximum Speed of Answer:** The total time between (a) the moment at which a caller to the Contractor's Call Center first hears an introductory greeting and enters the queue and (b) the time at which a Call Center representative at the Call Center answers the call. For this definition, the term "answer" shall mean to begin an uninterrupted dialogue with the caller. If a Call Center representative asks the caller to hold during the first 60 seconds of the dialogue, the Contractor shall not consider the call to be "answered" for purposes of this definition until the Call Center representative returns to the caller and begins an uninterrupted dialogue.
- y. **Members:** Eligible employee, retiree and their eligible dependents participating in the PDO Dental Plan.
- z. **Preferred Plan Dental Network:** General and specialist dentist in Tennessee who are participating, through a formal contract with the Contractor, in the PDO plan and have agreed to accept the Maximum Allowable Charge for those services provided through the PDO plan benefits.
- aa. **Prepaid Dental Plan:** Dental Plan that provides dental benefits at a fixed copay.
- bb. **Protected Health Information (PHI):** As defined in the HIPAA Privacy Rule, 45 CFR § 160.103.
- cc. **Public Sector Plans:** Refers to all plans sponsored by the State, Local Education, and Local Government Committees.
- dd. **State, Local Government, and Local Education Insurance Committees:** Policy making bodies for the State, Local Government, and Local Education plans established under Tennessee Code Annotated Title 8; Chapter 27 – 101, 207, and 301 respectively
- ee. **State Plan:** Refers to all health plan options sponsored by the State Insurance Committee.
- ff. **Telecommunication Device for the Deaf (TDD):** Special telephony devices with keyboard attachments for use by individuals with hearing impairments who are unable to use conventional phones. Also known as Teletype (TTY).
- gg. **Week:** The traditional seven-day week, Sunday through Saturday.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on August 18, 2010 and ending on December 31, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. **Term Extension.** The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Forty Three Million Two Hundred Ten Thousand Dollars (\$43,210,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

- (1) For service performed from January 1, 2011, through December 31, 2012, the following rates shall apply:

Four Tiered Guaranteed Monthly Full Benefits Premiums for Active Employees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012
Employee	\$19.14/Active Employee Member	\$19.86/Active Employee Member
Employee + Spouse	\$36.20/Active Employee Member	\$37.56/Active Employee Member
Employee + Child(ren)	\$44.01/Active Employee Member	\$45.66/Active Employee Member
Employee + Spouse + Child(ren)	\$70.84/Active Employee Member	\$73.50/Active Employee Member
Four Tiered Guaranteed Monthly Full Benefits Premiums for Retirees	Calendar Year 2011 1/ 1/2011 – 12/31/ 2011	Calendar Year 2012 1/ 1/2012 – 12/31/ 2012

Retirees	\$24.72/Retiree Member	\$25.64/Retiree Member
Retirees + Spouse	\$46.75/Retiree Member	\$48.50/Retiree Member
Retirees + Child(ren)	\$58.83/Retiree Member	\$58.96/Retiree Member
Retirees + Spouse + Child(ren)	\$91.48/Retiree Member	\$94.91/Retiree Member
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Active Employees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/1/2012 – 12/31/2012
Employee	Not Applicable	\$10.97/Active Employee Member
Employee + Spouse	Not Applicable	\$20.75/Active Employee Member
Employee + Child(ren)	Not Applicable	\$25.22/Active Employee Member
Employee + Spouse + Child(ren)	Not Applicable	\$40.60/Active Employee Member
Four Tiered Guaranteed Monthly Basic Benefits Premiums for Retirees	Do Not Complete this Column for Calendar Year 2011 For the Basic Benefit	Calendar Year 2012 1/1/2012 – 12/31/2012
Retirees	Not Applicable	\$14.16/Retiree Member
Retirees + Spouse	Not Applicable	\$26.79/Retiree Member
Retirees + Child(ren)	Not Applicable	\$32.57/Retiree Member
Retirees + Spouse + Child(ren)	Not Applicable	\$52.42/Retiree Member

(2) For service performed from January 1, 2013 through December 31, 2013 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in September, 2012 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

- (3) For service performed from January 1, 2014 through December 31, 2014 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in September, 2013 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
 - (4) For service performed from January 1, 2015 through December 31, 2015 the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1)) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, ALL ITEMS /MEDICAL CARE expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in September, 2014 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
 - c. Guaranteed Maximum Allowable Charges. The Contractor shall be compensated based upon the In-Network Provider Guaranteed Maximum Allowable Charges (MAC) approved and accepted by the State in the PDO Guaranteed Maximum Allowable Charges, Contract Attachment G.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Finance & Administration
Benefits Administration Division
Attention: Office of Procurement & Contracting
312 Rosa L Parks Ave, Suite 2600
Nashville, Tennessee 37243
 - b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Finance & Administration, Benefits Administration Division;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;

- (11) Complete Itemization of Charges, which shall detail the following:
- i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service Invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant,

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

- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:**
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Ms. Marlene Alvarez, Procurement & Contracting Manager
Tennessee Department of Finance & Administration
Benefits Administration Division
312 Rosa L Parks Avenue, Suite 2600
Nashville, Tennessee 37243
marlene.alvarez@tn.gov
Telephone: 615.253.8358
FAX: 615.253.8556

The Contractor:

Mr. Jay Reavis, Vice President
Sales and Underwriting
Delta Dental of Tennessee
240 Venture Circle
Nashville, Tennessee 37228-1699
jreavis@deltadentaltn.com
Telephone: 615.742.6914
Fax: 615.244.8108

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an

Independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6 Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.8. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments

- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP # 31786 - 00103 (Attachment 6.2, Section B, Item # B.15.) and resulting in this Contract.

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

- E.11. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
 - (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
 - (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages contained in Contract Attachment B. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment B and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in

addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

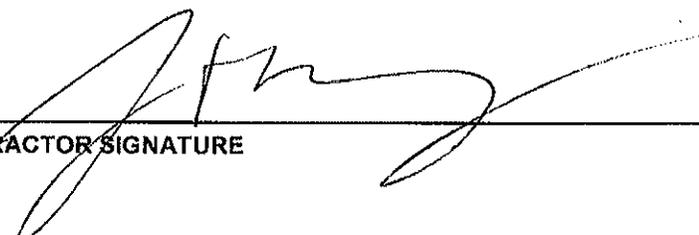
- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the

State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate Jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.12. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

IN WITNESS WHEREOF,

DELTA DENTAL OF TENNESSEE:

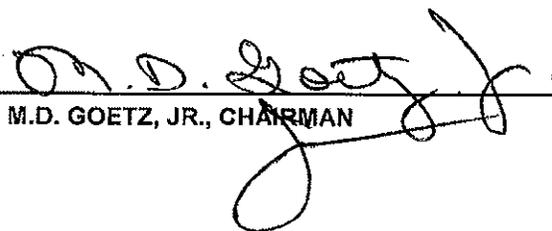


CONTRACTOR SIGNATURE 8-20-10
DATE

Tom Perry Senior Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

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

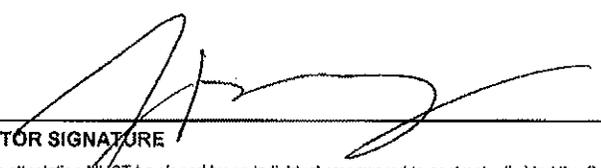


M.D. GOETZ, JR., CHAIRMAN 8-23-2010
DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	Edison # 22446
CONTRACTOR LEGAL ENTITY NAME:	Delta Dental of Tennessee
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-0812197

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



CONTRACTOR SIGNATURE

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

Tom Perry Senior Vice President

PRINTED NAME AND TITLE OF SIGNATORY

8-20-10

DATE OF ATTESTATION

LIQUIDATED DAMAGES

1. Provider Network Accessibility (see Contract Section A.2.)		
Guarantee	As measured by the GeoNetworks [®] Provider & Facility Network Accessibility Analysis, the Contractor's provider network will assure that 95% of all Members will have the Access Standard Indicated.	
Definition	Provider Type	Access Standard
	General Dentists	2 providers within 10 miles for urban/suburban; 2 providers within 20 miles for rural
	Specialist Dentists	1 provider within 20 miles
Liquidated Damage Amount	Liquidated damage of five thousand dollars (\$5,000.00) if EITHER of the above standards is not met.	
Measurement	Annual guarantee: Measured, reported and reconciled each October.	
2. Primary Dentist Turnover Rate (see Contract Section A.2.)		
Guarantee	Total Primary dentist leaving the network, regardless if the action is voluntary or involuntary will not exceed 15% in any plan year.	
Definition	Primary Dentist leaving the network, regardless if the action is voluntary or non-voluntary divided by the Total number of primary dentist at beginning of period.	
Liquidated Damage Amount	Five thousand dollars (\$5,000.00) if Primary Dentist turnover rate exceeds 15% annually. Annual assessment.	
Measurement	Measured annually; reported and reconciled annually through the duration of the contract.	
3. Member Satisfaction (see Contract Section A.3.c.)		
Guarantee	The level of overall customer satisfaction, which is measured annually by a State-approved Member Satisfaction Survey will be 85% or greater each year during the term of the contract.	
Definition	As determined by responses to the following question: "All things considered, how satisfied are you with your current dental health plan services? The response options include Completely Satisfied, Very Satisfied, Somewhat Satisfied, Neither Satisfied, Nor Dissatisfied, Somewhat Dissatisfied, Very Dissatisfied or Completely Dissatisfied." Number of those "Satisfied" divided by total number of responses.	
Liquidated Damage Amount	Five thousand dollars (\$5,000.00) Annually for failure to reach 85% customer satisfaction.	
Measurement	At least 85% of all respondents will indicate Completely, Very, or Somewhat Satisfied. Measured, reported, and reconciled annually through the duration of the contract.	
4. Approval of Communication Materials (see Contract Section A.9.b.)		
Guarantee	State approval must be obtained for all communication materials as defined in Contract Section A.9. prior to distribution.	
Definition	See Contract Section A.9.	
Liquidated Damage Amount	Should the above standard not be met, the total liquidated damage shall be five hundred dollars (\$500.00) per any occurrence over a one to two day period.	
Measurement	Reported, and reconciled per occurrence through the duration of the Contract.	
5. Timely Enrollment (see Contract Section A.9.)		
Guarantee	100% of State approved Dental Plan information necessary for enrollment will be distributed seven days (7) prior to the State's annual transfer period (usually Oct. 15 - Nov. 15).	
Definition	Dental plan information necessary for open enrollment.	
Liquidated Damage Amount	Should the above standard not be met, the total liquidated damage shall be one thousand dollars (\$1,000.00) per day in which the standard is not met. Annual	
Measurement	Measured, reported, and reconciled annually through the duration of the contract.	
6. Tennessee Edison System Interface (see Contract Section A.12.a. and A.12.c.)		
Guarantee	The Contractor shall maintain from January 1, 2011 through the term of the contract accurate and complete Member enrollment records in the Contractor's production data base consistent with the Member information provided by the State's Edison system as described in A.12.	
Definition	Fully operational with the Edison interface shall mean the Edison Certification of Interface Acceptance has been executed and that weekly files obtained by the Contractor from the State's Edison system will be timely and accurately processed and the data loaded directly into the Contractor's production database during the full term of the contract. The production database will be the source of reference for the Contractor's business processes, including but not limited to claims adjudication and customer service.	
Liquidated Damage Amount	Should the Edison interface not be fully operational – as defined above – during the term of the contract, the Contractor shall pay to the State of Tennessee a liquidated damage of one thousand dollars (\$1,000.00) per day, for every day out of compliance, until the interface is	

	operational.
Measurement	Measure of compliance beginning January 1, 2011 through the term of the contract. To demonstrate compliance, the Contractor shall determine eligibility and adjudicate claims consistent with the most recent weekly eligibility update provided through Edison. Reconciliation of liquidated damage, if any, shall be made upon identification by the State of an error in enrollment status contained in the Contractor's eligibility and enrollment system compared to the Edison weekly updates.
7. Weekly Eligibility Update (see Contract Section A.12.d.)	
Guarantee	All Weekly Eligibility file processing and mismatch deadlines will be met as detailed at Contract Section A.12.d.
Definition	See Contract Section A.12.d.
Liquidated Damage Amount	See A.12.d. \$100.00 per day for the first (1 st) and second (2 nd) working days out of compliance; \$500.00 per working day thereafter.
Measurement	Measured and reported weekly; reconciled annually.
8. Management Reporting (see Contract Section A.12.e.)	
Guarantee	All quarterly and annual management reports will be delivered by the 45 th day subsequent to the end of each reporting period, unless otherwise specified.
Definition	All quarterly and annual management reports will be delivered by the 45 th day subsequent to the end of each reporting period, unless otherwise specified.
Liquidated Damage Amount	\$1,000.00 for every day that reports are late.
Measurement	Measured quarterly and annually; reconciled annually through the duration of the contract.

QUARTERLY MANAGEMENT REPORTING REQUIREMENTS

As required by Contract Section A.12.a., the Contractor shall submit separate Management Reports for Active and Retiree participants by which the State can assess the PDO program costs and usage, as well as results in meeting the Liquidated Damages requirements as contained in Contract Attachment B. Reports shall be submitted in hard copy medium or electronic format if requested and approved by the State. Management Reports shall include:

- 1) Liquidated Damages Tracking, as detailed at Contract Attachment B (each component to be submitted at the frequency indicated), shall include:
 - a. Status report narrative
 - b. Detail report on each performance measure by appropriate time period

- 2) PDO Benefit Savings and Payments, must be submitted separately for Actives and Retirees and as follows distinguishing between in-network and out-of-network:

Type of Service	Charges	Allowed	PDO Savings	Patient Cost	Benefit
TYPE I					
TYPE II					
TYPE III					
TYPE IV					
TYPE V					
Not Covered					
TOTAL					

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

- 4) Summary Plan Information: Must be submitted separately for Actives and Retirees.

Premium Levels 2011 through 2015	Subscribers	Paid Premium	Claim Count	Paid Claims
Employee				
Employee + Spouse				
Employee + Child(ren)				
Employee + Spouse + Child(ren)				
TOTAL				

- 5) Dental Loss Ratio

As required and defined by Contract Section A.12.a.(5) and C.2.b.(2), Contractor shall annually calculate its Dental Loss Ratio (DLR) and submit such calculation and any necessary supporting data to the State by the following April 15th. For purposes of this report, the DLR shall be defined as the ratio between the total paid claims and the total paid premiums for all rate groups on all PDO plans offered to the State pursuant to this Contract.

Handwritten: 10/22/10 MD/BS 10/22/10

- 6) Quarterly Network Changes Update Report, displaying the following:
 - a. Present Network of Participating Providers by Specialty
 - b. Additions to the Network by Name, Specialty and Location
 - c. Terminations to the Network by Name, Specialty and Location
 - d. Targeted areas for recruitment

- 7) Call Center Activity Reports. The Contractor shall submit these reports on a monthly basis as required.

Unless otherwise directed in writing by the State, the Contractor's report shall include the following data:

- a. Total Call Volume by Date;
 - Total number of calls;

- Total number of calls by call type (as defined by the State, with the assistance of the Contractor);
 - Total number of calls by active employee and retiree;
- b. Duration of Calls;
- Average length of calls by call type (as defined by the State, with the assistance of the Contractor);
 - Average length of calls by employee and retiree;
- c. Distribution of Total Call Volume;
- Average number of total calls received on Mondays;
 - Average number of total calls received on Tuesdays;
 - Average number of total calls received on Wednesdays;
 - Average number of total calls received on Thursdays;
 - Average number of total calls received on Fridays;
- d. Number of Call Center calls monitored;
- e. Higher and Lower Periods of Total Call Volume;
- Four (4) days during the month with the largest total call volume (report day of week and date);
 - The five (5) one-hour call periods (e.g., 9:00 a.m. to 10:00 a.m.) during the month with the largest total call volume (report hour, day of week, and date);
 - Four (4) days during the month with the smallest total call volume (report day of week and date); and
 - The five (5) one-hour call periods (e.g., 9:00 a.m. to 10:00 a.m.) during the month with the smallest total call volume (report hour, day of week, and date); and
- f. Direct Staff Time;
- Total Call Center Contractor hours paid;
 - Total Call Center Contractor hours in which employees were actively taking calls; and
 - Total Call Center Contractor FTEs.

The Contractor shall also report the date and weekday for each morning period (7:00 a.m. to 12:00 p.m.; and for each afternoon period 12:00 p.m. to 4:30 p.m.) during which it does not meet the targets as described in Contract Section A.4.c. At the State's direction, the Contractor shall also be prepared to report these elements in an additional, separate "Non-Compliance Report" which shall be due on the same date as the Call Center Activity Report.

For the monthly report, the Contractor shall submit, by 8:30 a.m. CT on the fifth business day of the month, a summary report with data on each metric for the preceding month. The monthly report shall include daily, weekly, and monthly data for each metric.

ATTACHMENT D.1.

PDO INSURANCE FULL BENEFITS

	PDO (In Network) Benefits	Out of Network Benefits
ANNUAL DEDUCTIBLE— APPLIES TO SCHEDULE B & C		
Amount per Person per calendar year	None	\$100
Maximum per Family per calendar year	None	\$300
BENEFIT PERCENTAGES		
Schedule A – Diagnostic and Preventive Benefits	100%	80%
Schedule B – Basic Benefits	80%	of 60%
Schedule C – Major Benefits (waiting periods apply)	50%	MAC* 50%
Schedule D – Orthodontic Benefits (waiting periods apply)	50%	50%
ANNUAL MAXIMUM FOR SCHEDULE A,B AND C DENTAL SERVICES		
Amount per Person per calendar year		\$1,500
LIFETIME MAXIMUM FOR SCHEDULE D DENTAL SERVICES		
Lifetime amount per dependent child to age 19		\$1,250
BENEFIT WAITING PERIODS		
Inlay/Onlay Restorations, Crowns, Complete or Partial Dentures, the addition of teeth to existing Partial Dentures, Fixed Partial Dentures, implants and Orthodontics		12 Months

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

I. Benefits

The Schedule of Benefits in this document reflects the procedures that PDO will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described above. The PDO shall apply credit for prior length of continuous enrollment in the State PDO plan for any Members and/or dependents who were enrolled in the State PDO plan on December 31, 2010 and who continued coverage under the new PDO Plan effective January 1, 2011. Such requirement shall also apply to Members and/or dependents maintaining COBRA continuation coverage.

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

General Limitations and Exclusions

- A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- C. Cosmetic surgery or procedures for purely cosmetic reasons.
- D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.
- E. Treatment to restore tooth structure lost from wear.
- F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.

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

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

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

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

K. Dental services for which the patient incurs no charge.

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

M. The PDO will apply the limitations and exclusions of this benefit plan based upon the Member's complete and prior history as reflected in records.

N. Athletic mouthguards or the replacement of lost or stolen appliances.

O. PDO will not pay benefits for the replacement of natural teeth missing on the date the Member's coverage begins.

In the event a Member transfers from one dentist to another during the course of treatment, payment by PDO will be limited to the amount that would have been paid had only one dentist rendered the service.

II. Optional Services

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

III. Schedule of Benefits

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

A. Diagnostic and Preventive Benefits

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

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

Limitations and Exclusions On Diagnostic And Preventive Benefits

a) Two oral exams and cleanings in any calendar year. This frequency limitation is combined with periodontal maintenance procedures.

b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible Members include diabetics and pregnant women with periodontal disease; those with renal failure; those with suppressed immune systems such as Members undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients; those with cardiovascular or coronary artery disease; those who have suffered a stroke; and those at high risk for infective endocarditis.

c) One set of bite-wing x-rays every 2 years for adults, every 18 months for adolescents, and every calendar year for children. Members with high risk health conditions may receive one set of bite-wing x-rays in a calendar year.

d) Topical application of fluoride for Members up to 14 years of age. However, topical application fluoride for Members 55 years and older following periodontal surgery shall be a covered benefit.

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

f) Space maintainers are allowed for children under age 14.

g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on Members under 17 years of age. Only one benefit will be allowed for each tooth within a lifetime.

h) Harmful habit devices are allowed once per lifetime for children under age 16.

IV. Basic Benefits

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

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

c) Diagnostic Radiographs

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

Limitations and Exclusions On Basic Benefits

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

b) Gold foil restorations are an Optional Service.

c) Although composites (white fillings) on the facial (outside) surfaces of the bicuspid teeth are an allowable benefit, composites used in molars or on the chewing surfaces of bicuspid teeth are considered Optional Services.

d) Complete Series or Panoramic x-rays are limited to once in any 5 year period. Panoramic x-rays may also be payable in connection with the removal of impacted teeth. Only one complete series shall be allowed for children under age 10.

e) No more than 4 Periapical x-rays are allowed in any calendar year; no more than 2 Occlusal Films are allowed in any calendar year; no more than 2 Extraoral Films are allowed in any calendar year.

V. Major Benefits

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

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

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

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

e) Stainless steel or resin crowns.

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

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

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

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

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

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

Limitations and Exclusions On Major Benefits

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

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

c) Periodontal Splinting is not a covered benefit.

d) Scaling and Root Planing is allowed once per quadrant in any 36 month period.

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

f) Periodontal Maintenance is allowed twice per calendar year. This frequency limitation is combined with cleanings.

g) Replacement of crowns or cast restorations received in the previous seven years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.

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

i) Procedures for purely cosmetic reasons are not benefits.

j) Porcelain, gold or veneer crowns for children under 16 years of age are not a benefit. Benefits are limited to prefabricated stainless or resin crowns.

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

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

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

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

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

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

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

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

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

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

u) Specialized techniques are not benefits (ie. bone grafts, guided tissue regeneration, precision attachments, etc.).

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

VI. Orthodontic Benefits

The PDO Insurance Fall Benefits Plan will pay benefits for procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.

Limitations and Exclusions On Orthodontic Benefits

a) Orthodontic benefits are limited to Members shown on the Group Variables Page.

b) PDO plan shall make regular payments for orthodontic benefits.

c) If orthodontic treatment began prior to enrolling in this plan, PDO plan will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible. Notwithstanding

the foregoing, the PDO shall apply credit for prior length of continuous enrollment in the State PDO plan for any Members and/or dependents who were enrolled in the State PDO plan on December 31, 2010 and who continued coverage under the new PDO Plan effective January 1, 2011. Such requirement shall also apply to Members and/or dependents maintaining COBRA continuation coverage.

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

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

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

Orthodontic Payment Method

a) The Initial payment (initial banding fee) made by PDO plan for comprehensive treatment will be 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.

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

PDO INSURANCE - BASIC BENEFITS

	PDO (In Network) Benefits	Out of Network Benefits
ANNUAL DEDUCTIBLE- APPLIES TO SCHEDULE B & C		
Amount per Person per calendar year	None	\$100
Maximum per Family per calendar year	None	\$300
BENEFIT PERCENTAGES		
Schedule A – Diagnostic and Preventive Benefits	100%	of 80%
Schedule B – Basic Benefits	80%	MAC* 60%
ANNUAL MAXIMUM FOR SCHEDULES A AND B DENTAL SERVICES		
Amount per Person per calendar year	\$1,000	

*MAXIMUM ALLOWABLE CHARGE (MAC)---Members are not responsible for charges exceeding the MAC if you go to a participating network PPO dentist. Members are responsible for charges that exceed the usual and customary rates per procedures charged by out-of-network providers.

I. Benefits

The Schedule of Benefits in this document reflects the procedures that PDO will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described above.

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

General Limitations and Exclusions

- A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- C. Cosmetic surgery or procedures for purely cosmetic reasons.
- D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.
- E. Treatment to restore tooth structure lost from wear.
- F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.
- G. Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- H. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.
- I. Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofascial pain dysfunction.
- J. Services by a dentist beyond the scope of his or her license.
- K. Dental services for which the patient incurs no charge.
- L. Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.

M. The PDO will apply the limitations and exclusions of this benefit plan based upon the Member's complete and prior history as reflected in records.

N. Athletic mouthguards or the replacement of lost or stolen appliances.

O. PDO will not pay benefits for the replacement of natural teeth missing on the date the Member's coverage begins.

In the event a Member transfers from one dentist to another during the course of treatment, payment by PDO will be limited to the amount that would have been paid had only one dentist rendered the service.

II. Optional Services

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

III. Schedule of Benefits

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

A. Diagnostic and Preventive Benefits

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

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

Limitations and Exclusions On Diagnostic And Preventive Benefits

a) Two oral exams and cleanings in any calendar year. This frequency limitation is combined with periodontal maintenance procedures.

b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible Members include diabetics and pregnant women with periodontal disease; those with renal failure; those with suppressed immune systems such as Members undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients; those with cardiovascular or coronary artery disease; those who have suffered a stroke; and those at high risk for infective endocarditis.

c) One set of bite-wing x-rays every 2 years for adults, every 18 months for adolescents, and every calendar year for children. Members with high risk health conditions may receive one set of bite-wing x-rays in a calendar year.

d) Topical application of fluoride for Members up to 14 years of age. However, topical application fluoride for Members 55 years and older following periodontal surgery shall be a covered benefit.

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

f) Space maintainers are allowed for children under age 14.

g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on Members under 17 years of age. Only one benefit will be allowed for each tooth within a lifetime.

h) Harmful habit devices are allowed once per lifetime for children under age 16.

IV. Basic Benefits

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

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

c) Diagnostic Radiographs

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

Limitations and Exclusions On Basic Benefits

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

b) Gold foil restorations are an Optional Service.

c) Although composites (white fillings) on the facial (outside) surfaces of the bicuspid teeth are an allowable benefit, composites used in molars or on the chewing surfaces of bicuspid teeth are considered Optional Services.

d) Complete Series or Panoramic x-rays are limited to once in any 5 year period. Panoramic x-rays may also be payable in connection with the removal of impacted teeth. Only one complete series shall be allowed for children under age 10.

e) No more than 4 Periapical x-rays are allowed in any calendar year; no more than 2 Occlusal Films are allowed in any calendar year; no more than 2 Extracraal Films are allowed in any calendar year.

**CONTRACT ATTACHMENT E
EDISON 834 Vendor File Format**

Special Notes:

Items highlighted in yellow indicate TN specific values. Due to the variety of coverage codes required by the State of TN, it was necessary to add custom values to the 834 mapping document. The coverage code of E1D could include Spouse dependents. The coverage code of IND will be used for Dependent Only coverage. The Relationship of '38' denotes a Child claimed on Income Tax. Any dependent with a Relationship of '38' and a "F" in INS09 is not a Student. All dependents in Edison will have the student flag turned on (INS09 = "F") until age 19. At age 19 and greater, only students (with the exception of the Relationship '38') will have INS09 = "F". The REF03, REF04 and HD11 fields contain TN Specific information that is not defined on the PeopleSoft delivered 834. REF04 is defined as a Group Element field, so the budget code is preceded by "ZZ."

FIELD NAME	BN_834_FLD_VAL	BN_834_FLD_VAL	EFFDT	BN_834_FLD_ESCR1	BN_834_FLD_MAPPD	BN_834_FLD_DESCR2	DATATYPE	DEFAULT_CD
COBRA_EVENT_CLASS	RED	1/1/1900 0:00	1/1/1900 0:00	Reduction in Hours	2	Reduction of work hours	Y	N
COBRA_EVENT_CLASS	OVG	1/1/1900 0:00	1/1/1900 0:00	Overage	7	Ineligible Child	Y	N
COBRA_EVENT_CLASS	MIL	1/1/1900 0:00	1/1/1900 0:00	Military Leave	1	Termination of Employment	Y	N
COBRA_EVENT_CLASS	ME D	1/1/1900 0:00	1/1/1900 0:00	Medicare Entitlement	3	Medicare	Y	N
COBRA_EVENT_CLASS	RET	1/1/1900 0:00	1/1/1900 0:00	Retired	1	Termination of Employment	Y	N
COBRA_EVENT_CLASS	DEP	1/1/1900 0:00	1/1/1900 0:00	Married Dependent	7	Ineligible Child	Y	N

COBRA_EVENT CLASS	DEA	1/1/1900 0:00	Death Gross Misconduct -Not Eligible	4	Death	Y	N
COBRA_EVENT CLASS	GM C	1/1/1901 0:00	Termination	1	Termination of employment	N	N
COBRA_EVENT CLASS	TER	1/1/1900 0:00	Divorce	5	Divorce	Y	N
COBRA_EVENT CLASS	DIV	1/1/1900 0:00	Employee plus 1	E1D	Employee and One Dependent	N	N
COVRG_CD	C	1/1/1901 0:00	Dom Partner Adult+Child (ren)	E6D	Employee and Two or More Dependents	Y	N
COVRG_CD	7	1/1/1900 0:00	Domestic Partner Child (ren)	E5D	Employee and One or More Dependents	Y	N
COVRG_CD	6	1/1/1900 0:00	Domestic Partner Adult	E1D	Employee and One Dependent	Y	N
COVRG_CD	5	1/1/1900 0:00	Family	E6D	Employee and Two or More Dependents	Y	N
COVRG_CD	4	1/1/1900 0:00	Employee + Dependents	E5D	Employee and One or More Dependents	Y	N
COVRG_CD	3	1/1/1900 0:00	Employee + Spouse	ESP	Employee and Spouse	Y	N
COVRG_CD	2	1/1/1900 0:00	Employee Only	EMP	Employee Only	Y	N
COVRG_CD	1	1/1/1900 0:00					

COVRG_CD	G	1/1/1901 0:00	Employee plus 2	E2D	Employee plus two dependents	N	N
COVRG_CD	F	1/1/1901 0:00	2 Dependent Coverage	TWO	2 Dependent Coverage	N	N
COVRG_CD	H	1/1/1901 0:00	Generic Coverage Code	EHD	Generic coverage code for all Family Members	N	N
COVRG_CD	I	1/1/1901 0:00	Multiple Dependents Only	DEP	Multiple Dependents Only	N	N
COVRG_CD	D	1/1/1901 0:00	Split Family	ECH	Split Family	N	N
COVRG_CD	B	1/1/1901 0:00	Single	FAM	Employee Only	N	N
COVRG_CD	A	1/1/1901 0:00	Dependent only	EMP	Dependent Only	N	N
COVRG_CD	E	1/1/1901 0:00	Terminated	IND	Terminated	Y	N
EMPL_STATUS	T	1/1/1900 0:00	Active	TE	Full time active employee	Y	N
EMPL_STATUS	A	1/1/1900 0:00	Terminated	FT	Terminated	Y	N
EMPL_STATUS	V	1/1/1900 0:00	Pension Pay Out	TE	Terminated	Y	N
EMPL_STATUS	W	1/1/1900 0:00	Short Work Break	FT	Full time active employee	Y	N
EMPL_STATUS	X	1/1/1900 0:00	Retired-Pension Administration	RT	Retired	Y	N
EMPL_STATUS	U	1/1/1900 0:00	Terminated With	TE	Terminated	Y	N

PLAN_TYPE	11	1/1/1900 0:00	Dental	DEN	Dental	Y	Y
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	HLT	Health	Y	Y
PLAN_TYPE	13	1/1/1900 0:00	Major Medical	MM	Major Medical	Y	Y
PLAN_TYPE	14	1/1/1900 0:00	Vision	VIS	Vision	Y	Y
PLAN_TYPE	15	1/1/1900 0:00	Domesti c Partner Medical	HLT	Health	Y	Y
PLAN_TYPE	16	1/1/1900 0:00	Domesti c Partner Dental	DEN	Dental	Y	Y
PLAN_TYPE	17	1/1/1900 0:00	Domesti c Partner Vision	VIS	Vision	Y	Y
PLAN_TYPE	10	1/1/1900 0:00	Medical	AG	Preventive Care/Welne ss	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	EPO	Exclusive Provider Org (EPO)	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	FAC	Facility	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	HE	Hearing	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	HMO	Health Maintenance Org (HMO)	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	MOD	Mail Order Drug	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	PDG	Prescription Drug	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	POS	Point of Service (POS)	Y	N
PLAN_TYPE	10	1/1/1900 0:00	Medical	PPO	Preferred Provider Org (PPO)	Y	N

PLAN_TYPE	11	1/1/1900 0:00	Dental	DCP	Dental Capitation (DMO)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	AG	Preventive Care/Wellne ss	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	DEN	Dental	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	EPO	Exclusive Provider Org (EPO)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	FAC	Facility Health	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	HMO	Maintenance Org (HMO)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	MOD	Mail Order Drug	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	PDG	Prescription Drug	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	POS	Point Of Service (POS)	Y	N
PLAN_TYPE	12	1/1/1900 0:00	Medical/ Dental	PPO	Preferred Provider Org (PPO)	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domesti c Partner Medical	AG	Preventive Care/Wellne ss	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domesti c Partner Medical	EPO	Exclusive Provider Org (EPO)	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domesti c Partner Medical	FAC	Facility	Y	N
PLAN_TYPE	15	1/1/1900 0:00	Domesti c Partner	HE	Hearing	Y	N

RELATIONSHIP	B	1/1/1900 0:00	Brother	14	Brother or Sister	Y	N
RELATIONSHIP	D	1/1/1900 0:00	Daughter	19	Child	Y	N
RELATIONSHIP	E	1/1/1900 0:00	Employee	38	Collateral Dependent	Y	N
RELATIONSHIP	FA	1/1/1900 0:00	Father	03	Father or Mother	Y	N
RELATIONSHIP	FI	1/1/1900 0:00	Father-in-Law	13	Mother-in-law or Father-in-law	Y	N
RELATIONSHIP	FR	1/1/1900 0:00	Friend	38	Collateral Dependent	Y	N
RELATIONSHIP	GC	1/1/1900 0:00	Grandchild	05	Grandson or Granddaughter	Y	N
RELATIONSHIP	GF	1/1/1900 0:00	Grandfather	04	Grandfather or Grandmother	Y	N
RELATIONSHIP	GM	1/1/1900 0:00	Grandmother	04	Grandfather or Grandmother	Y	N
RELATIONSHIP	M	1/1/1900 0:00	Mother	03	Father or Mother	Y	N
RELATIONSHIP	MI	1/1/1900 0:00	Mother-in-Law	13	Mother-in-law or Father-in-law	Y	N
RELATIONSHIP	N	1/1/1900 0:00	Neighbor	38	Collateral Dependent	Y	N
RELATIONSHIP	NA	1/1/1900 0:00	Domestic Partner Adult	53	Life Partner	Y	N
RELATIONSHIP	ND	1/1/1900 0:00	Domestic Partner Daughter	38	Collateral Dependent	Y	N
RELATIONSHIP	NE	1/1/1900 0:00	Nephew	07	Nephew or	Y	N

RELATIONSHIP	CG	1/1/1901 0:00	Grandchild	05	Grandson or Granddaughter	N	N
RELATIONSHIP	CL	1/1/1901 0:00	Legal Guardian	19	Child	N	N
RELATIONSHIP	SD	1/1/1901 0:00	Special Decision	19	Child	N	N
SMOKER	Y	1/1/1900 0:00	Smoker - Yes	T	Tobacco Use	Y	N
SMOKER	N	1/1/1900 0:00	Smoker - No	U	Unknown	Y	N
TIMEZONE	ADT	1/1/1900 0:00	DST Atlantic Time (Canada)	TD	Atlantic Daylight Time	Y	N
TIMEZONE	WEST	1/1/1900 0:00	West Europe Time, Berlin, Rome, Paris	01	Equivalent to ISO P01	Y	N
TIMEZONE	AKD	1/1/1900 0:00	DST Alaska Time	AD	Alaska Daylight Time	Y	N
TIMEZONE	AKS	1/1/1900 0:00	Alaska Time	AS	Alaska Standard Time	Y	N
TIMEZONE	ARS	1/1/1900 0:00	Arabian Time, Abu Dhabi, Muscat	04	Equivalent to ISO P04	Y	N
TIMEZONE	AST	1/1/1900 0:00	Atlantic Time (Canada)	TS	Atlantic Standard Time	Y	N
TIMEZONE	AZD	1/1/1900 0:00	DST Azores	UT	Universal Time	Y	N

TIMEZONE	DST	1/1/1900 0:00	Dateline Time, Eniwetok, Kwajalein	13	Equivalent to ISO M12	Y	N
TIMEZONE	EDT	1/1/1900 0:00	DST Eastern Time	ED	Equivalent to Eastern Daylight Time	Y	N
TIMEZONE	EKDT	1/1/1900 0:00	DST Ekaterinburg Time	06	Equivalent to ISO P06	Y	N
TIMEZONE	EKST	1/1/1900 0:00	Ekaterinburg Time	05	Equivalent to ISO P05	Y	N
TIMEZONE	EST	1/1/1900 0:00	Eastern Time	ES	Equivalent to Eastern Standard Time	Y	N
TIMEZONE	GFTDT	1/1/1900 0:00	DST GFT Time, Athens, Istanbul, Minsk	03	Equivalent to ISO P03	Y	N
TIMEZONE	GFTST	1/1/1900 0:00	GFT Time, Athens, Istanbul, Minsk	02	Equivalent to ISO P02	Y	N
TIMEZONE	GMTDT	1/1/1900 0:00	DST GMT, London, Dublin, Lisbon, Edinburgh	01	Equivalent to ISO P01	Y	N
TIMEZONE	GMT	1/1/1900 0:00	GMT, London, Dublin, Lisbon	GM	Equivalent to Greenwich Mean Time	Y	N

				Edinburgh					
				Hawaiian Time	1/1/1900 0:00	HST		Hawaiian Time	Y
				DST Iran Time, Tehran	1/1/1900 0:00	IRDT		Equivalent to ISO P04	Y
				Iran Time, Tehran	1/1/1900 0:00	IRST		Equivalent to ISO P03	Y
				India Time, Bombay , Calcutta , New Delhi	1/1/1900 0:00	IST		Equivalent to ISO P05	Y
				DST Mid-Atlantic Time	1/1/1900 0:00	MA DT		Equivalent to ISO M01	Y
				Mid-Atlantic Time	1/1/1900 0:00	MA ST		Equivalent to ISO M02	Y
				DST Mountain Time	1/1/1900 0:00	MD T		Mountain Daylight Time	Y
				Mountain Time	1/1/1900 0:00	MST		Mountain Standard Time	Y
				DST Newfoundland Time	1/1/1900 0:00	NDT		Newfoundland Daylight Time	Y
				Newfoundland Time	1/1/1900 0:00	NST		Newfoundland Standard Time	Y
				DST New Zealand	1/1/1900 0:00	NZDT		Equivalent to ISO M12	Y

					Aires, Georget own							
					DST Sydney Time, Canberra, Melbourne	1/1/1900 0:00	SDT		11	Equivalent to ISO P11	Y	N
					Samoa Time, Midway Island	1/1/1900 0:00	SM ST		14	Equivalent to ISO M11	Y	N
					Sydney Time, Canberra, Melbourne	1/1/1900 0:00	SST		10	Equivalent to ISO P10	Y	N
					Tokyo Time West	1/1/1900 0:00	TST		09	Equivalent to ISO P09	Y	N
					Australia Time, Perth	1/1/1900 0:00	WA UST		08	Equivalent to ISO P08	Y	N
					DST West Europe Time, Berlin, Rome, Paris	1/1/1900 0:00	WE DT		02	Equivalent to ISO P02	Y	N
					Afghanistan Time, Kabul	1/1/1900 0:00	AFS T		04	Equivalent to ISO P04	Y	N

	CSA	1/1/1901	Central State Active	CSA Central State Active	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	FIR	1/1/1901	Full Time Irregular Officer Cd	FIR Full Time Irregular Officer Cd	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	FML	1/1/1901	FML Benefits Billing	FML FML Benefits Billing	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	GA1	1/1/1901	Local Gov Active Prem Level 1	GA1 Local Gov Active Prem Level 1	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	GA2	1/1/1901	Local Gov Active Prem Level 2	GA2 Local Gov Active Prem Level 2	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	GA3	1/1/1901	Local Gov Active Prem Level 3	GA3 Local Gov Active Prem Level 3	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	HED	1/1/1901	Higher Education	HED Higher Education	Edison Benefit Program Code and Description	Y	2000	REF	REF 03

	OLA	1/1/1901	Offline Actives	OLA Offline Actives	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	OLC	1/1/1901	Offline Closed	OLC Offline Closed	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	PAR	1/1/1901	Part Time Non-1450 Hours	PAR Part Time Non-1450 Hours	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	PTN	1/1/1901	Local Education on 25 Hours	PTN Local Education on 25 Hours	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	PTP	1/1/1901	Part Time 1450 Hours	PTP Part Time 1450 Hours	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RCS	1/1/1901	Retiree Central State	RCS Retiree Central State	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RG1	1/1/1901	Local Gov Retiree Prem Level 1	RG1 Local Gov Retiree Prem Level 1	Edison Benefit Program Code and Description	Y	2000	REF	REF 03

	RG2	1/1/1901	Local Gov Retiree Prem Level 2	RG2 Local Gov Retiree Prem Level 2	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RG3	1/1/1901	Local Gov Retiree Prem Level 3	RG3 Local Gov Retiree Prem Level 3	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RGF	1/1/1901	Retiree Grandfathered	RGF Retiree Grandfathered	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RSS	1/1/1901	Loc Ed Retiree Support Staff	RSS Loc Ed Retiree Support Staff	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	RTE	1/1/1901	Loc Ed Retiree Teacher	RTE Loc Ed Retiree Teacher	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	SUR	1/2/1901	Survivor Benefit Program	SUR Survivor Benefit Program	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
	TEA	1/1/1901	Local Education	TEA Local Education	Edison Benefit Program Code and Description	Y	2000	REF	REF 03

WC P	1/1/1901	Worker's Compensation Payment Indicator	WCP Worker's Compensation	Edison Benefit Program Code and Description	Y	2000	REF	REF 03
Y	1/1/1901	Y	Y	Payment Indicator	Y	2300	HD	HD1 1
N	1/1/1901	Payment Indicator	N	Payment Indicator	Y	2300	HD	HD1 1
Range 010 00 thru 999 29	1/1/1901	Budget Code	Range 01000 thru 99929	Budget Code	Y	2000	REF	REF 04

ATTACHMENT F
PDO CERTIFICATE OF COVERAGE

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

Certificate of Insurance
Delta Dental PPO Plan

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DECLARATIONS

GROUP NAME	<u>State of Tennessee</u>	GROUP NUMBER	<u>1800</u>
ORIGINAL ISSUE	<u>January 01, 2011</u>	EFFECTIVE	<u>January 1, 2011</u>
		Delta Dental PPO	
		(In Network) Benefits	Out of Network Benefits
Annual Deductible—Applies to Schedule B and C			
Amount per Person per calendar year		None	\$100
Maximum per Family per calendar year		None	\$300
Benefit Percentages			
Schedule A – Diagnostic and Preventive Benefits		100%	80%
Schedule B – Basic Benefits		80%	60%
Schedule C – Major Benefits (waiting periods apply)		50%	50%
Schedule D – Orthodontic Benefits (waiting periods apply)		50%	50%
		of MPA*	of MPA*
Annual Maximum for Schedule A, B and C Dental Services			
Amount per Person per calendar year			\$1,500
Lifetime Maximum for Schedule D Dental Services			
Lifetime amount per dependent child to age 19			\$1,250
Benefit Waiting Periods			
• Inlay/Onlay Restorations, Crowns, Complete or Partial Dentures, the addition of teeth to existing Partial Dentures, Fixed Partial Dentures, Implants and Orthodontics			12 Months

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

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

I. Eligibility and Enrollment of Subscribers and Dependents

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

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

Dependents in military service are not eligible.

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

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

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

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

II. Choosing a Dentist

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

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

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

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

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

III. General Provisions

- A. Participating dentists will file your claim with DDTN. If you need a claim form for services provided by a non-participating dentist you may contact DDTN which will provide you with a claim form, or you can print a claim form from our website at www.DeltaDentalTN.com. To be considered for benefits, a claim must be filed within 15 months of the date of service.
- B. If you require emergency dental care, you may seek services from any dentist. Your out of pocket expenses may be less if you choose a participating Delta Dental PPO dentist.
- C. You may get an estimate of the cost of certain dental procedures before they are done. This estimate is referred to as a predetermination. You may have your dentist send DDTN a claim form detailing the projected treatment and DDTN will give an estimate of the benefits to be paid. A predetermination is not a guarantee of payment. Actual benefit payments will be based upon procedures completed and will be subject to continued eligibility along with plan limitations and maximums.
- D. If you or your covered dependents receive an injury requiring dental treatment because of the action or fault of another person, and if DDTN is unaware of other coverage, DDTN may pay benefits but would assume the subscriber's or covered dependent's rights to recover from the other person. The subscriber and covered dependent would be required to help DDTN in making such a recovery. This dental plan does not replace any workers' compensation coverage.
- E. If a subscriber or covered dependent has two dental coverages, DDTN will coordinate benefits with the other coverage. The following rules will be used to determine which coverage should be primary.
 1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
 2. Where the patient is a dependent child, primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.
 3. If there is a court decree stating that one parent has financial responsibility for a child's dental care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.
- F. After a claim is processed, an Explanation of Benefits (EOB) will be sent to the subscriber. If any payment for services was denied, the EOB will give the reason why. If the subscriber disagrees with the denial he or she must submit a request in writing asking that the claim be reviewed. Such request should include the reason why the subscriber believes the claim was wrongly denied. The request must be

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

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

If the subscriber does not agree with the second level review decision, he or she may file civil action in court.

IV. Benefits

Not every dental procedure is a benefit of your dental plan nor are they paid at the same level of co-payment. The Schedule of Benefits in this certificate reflects the procedures that DDTN will cover as well as certain limitations and exclusions for these covered benefits. These services will be covered when a dentist or an employee of a dentist who is licensed to perform the service provides them. These services must be necessary and must be provided in accordance with generally accepted dental practice standards. Some allowable procedures are subject to deductibles, maximums, and copayments as described on the Declarations page.

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

General Limitations and Exclusions

- A. Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- B. Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- C. Cosmetic surgery or procedures for purely cosmetic reasons.
- D. Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, or upper and lower jaw malformations. This does not exclude those services provided under Orthodontic benefits, if covered.
- E. Treatment to restore tooth structure lost from wear.
- F. Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.
- G. Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- H. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.
- I. Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofascial pain dysfunction.
- J. Services by a dentist beyond the scope of his or her license.
- K. Dental services for which the patient incurs no charge.
- L. Dental services where charges for such services exceed the charge that would have been made and actually collected if no coverage existed.
- M. DDTN will apply the limitations and exclusions of this benefit plan based upon the member's complete and prior history as reflected in DDTN's records.
- N. Athletic mouthguards or the replacement of lost or stolen appliances.
- O. DDTN will not pay benefits for the replacement of natural teeth missing on the date the member's coverage begins.

In the event a member transfers from one dentist to another during the course of treatment, payment by DDTN will be limited to the amount that would have been paid had only one dentist rendered the service.

V. Optional Services

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

VI. Schedule of Benefits

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

A. Diagnostic and Preventive Benefits

- a) Diagnostic: Oral examination and bitewing x-rays to aid the dentist in planning required dental treatment. Brush biopsy cancer screenings to evaluate questionable lesions or spots.
- b) Preventive: Prophylaxis (cleaning), topical application of fluoride, harmful habit devices, sealants and space maintainers.

Limitations and Exclusions On Diagnostic And Preventive Benefits

- a) Two oral exams and cleanings in any calendar year. This frequency limitation is combined with periodontal maintenance procedures.
- b) Members with high risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any 12 month period. Eligible members include diabetics and pregnant women with periodontal disease, those with renal failure, those with suppressed immune systems such as those undergoing chemotherapy/radiation treatment, HIV positive or organ or stem cell transplant patients or those at high risk for infective endocarditis.
- c) One set of bite-wing x-rays every 2 years for adults, every 18 months for members age 12 to 18, and every calendar year for members less than age 12. Members with certain high risk health conditions may receive one set of bite-wing x-rays in a calendar year.
- d) Topical application of fluoride for members up to 14 years of age. However, topical application fluoride for Members 55 years and older following periodontal surgery shall be a covered benefit.
- e) Adult prophylaxis for members under 14 years of age are not allowed.
- f) Space maintainers are allowed for children under age 14.
- g) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars. Sealants are only a benefit on members under 17 years of age. Only one benefit will be allowed for each tooth within a lifetime.
- h) Harmful habit devices are allowed once per lifetime for children under age 16.

B. Basic Benefits

- a) Basic Restorations: Amalgams (silver fillings) and composite (white fillings) restorations for the treatment of decay.
- b) Oral Surgery: Simple extractions, surgical incision, and removal of exposed roots.
- c) Diagnostic Radiographs
- d) Other Basic Services including Bacteriologic Studies, Palliative Treatment, Therapeutic Drug Injection, Histopathic Examinations.

Limitations and Exclusions On Basic Benefits

- a) Restorative benefits are allowed once per surface in a 24 month period, regardless of the number or combinations of procedures requested or performed.
- b) Gold foil restorations are an Optional Service.
- c) Although composites (white fillings) on the facial (outside) surfaces of the bicuspid teeth are an allowable benefit, composites used in molars or on the chewing surfaces of bicuspid teeth are considered Optional Services.

- d) Complete Series or Panoramic x-rays are limited to once in any 5 year period. Panoramic x-rays may also be payable in connection with the removal of impacted teeth. Only one complete series shall be allowed for children under age 10.
- e) No more than 4 Periapical x-rays are allowed in any calendar year; no more than 2 Occlusal Films are allowed in any calendar year; no more than 2 Extraoral Films are allowed in any calendar year.

C. Major Benefits

- a) Complex Oral Surgery: Extractions and other surgical procedures (including pre- and post operative care).
- b) Endodontia: Treatment of the dental pulp (root canal procedures).
- c) Periodontia: Treatment of the gums and bones that surround the tooth including Periodontal Maintenance procedures.
- d) Cast Restorations: Crowns and metal inlays and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.
- e) Stainless steel or resin crowns.
- f) Prosthodontics: Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.
- g) Complete or Partial Denture Reline: Chair side or laboratory procedure to improve the fit of the appliance to the tissue (gums).
- h) Complete or Partial Denture Rebase: Laboratory replacement of the acrylic base of the appliance.
- i) Denture Repairs: Services to repair complete or partial dentures.
- j) General Anesthesia & I.V. Sedation: Only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions.
- k) Implants: The surgical placement of an endosteal (in the bone) implant and the connecting abutment are covered benefits.

Limitations and Exclusions On Major Benefits

- a) Payment for root canal treatment includes charges for x-rays and temporary restorations. Root canal treatment is limited to once in a 24 month period by the same dentist or dental office.
- b) Payment for periodontal surgery shall include charges for three months post operative care and any surgical re-entry for a three year period. Root planing, curettage and osseous surgery are not a benefit for members under 14 years of age.
- c) Periodontal Splinting is not a covered benefit.
- d) Scaling and Root Planing is allowed once per quadrant in any 36 month period.
- e) Occlusal adjustment is allowed once in any 12 month period only when performed with periodontal surgery.
- f) Periodontal Maintenance is allowed twice per calendar year. This frequency limitation is combined with cleanings.
- g) Replacement of crowns or cast restorations received in the previous seven years is not a benefit. Payment for cast restorations shall include charges for preparations of tooth and gingiva, crown build-up, impression, temporary restoration and any re-cementation by the same dentist within a 12 month period.
- h) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.
- i) Procedures for purely cosmetic reasons are not benefits.
- j) Porcelain, gold or veneer crowns for children under 16 years of age are not a benefit. Benefits are limited to prefabricated stainless or resin crowns.
- k) The replacement of a stainless steel crown on a primary tooth by the same dentist or dental office within a 3 year period of the initial placement is not a benefit. The replacement of a stainless steel crown on a permanent tooth by the same dentist or dental office within a seven year period of the initial placement is not a benefit.
- l) Replacement of any fixed bridges or partial or complete dentures that the member received in the previous seven years is not a benefit.
- m) Payment for a complete or partial denture shall include charges for any necessary adjustment within

- a 12 month period. Payment for a rebase of a partial or complete denture is limited to once in a three year period and includes all adjustments required for 12 months after delivery. Payment for a reline procedure is only a benefit if more than 12 months have passed since the initial insertion.
- n) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.
 - o) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit.
 - p) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.
 - q) Temporary partial dentures are a benefit only when upper anterior teeth are missing.
 - r) Implants are a benefit for members 16 years of age and older.
 - s) Replacement of implants or abutments received in the previous seven years is not a benefit.
 - t) The removal of an implant is allowed once per lifetime.
 - u) Specialized implant techniques are not benefits (ie. bone grafts, guided tissue regeneration, precision attachments, etc.).
 - v) Implant maintenance procedures are allowed once in a 12 month period.

D. Orthodontic Benefits

As shown on the Declarations page, DDTN will pay benefits for procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.

Limitations and Exclusions On Orthodontic Benefits

- a) Orthodontic benefits are limited to members shown on the Declarations page.
- b) DDTN shall make regular payments for orthodontic benefits.
- c) If orthodontic treatment began prior to enrolling in this plan, DDTN will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible. Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.
- d) Benefits are not paid to repair or replace any orthodontic appliance received.
- e) Orthodontic benefits are not paid for extractions or other surgical procedures. However, these additional services may be covered under Diagnostic and Preventive or Basic Benefits.

II. Orthodontic Payment Method

- a) The initial payment (initial banding fee) made by DDTN for comprehensive treatment will be 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.
- b) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will begin in the month following the appliance placement date and are subject to your copayment percentage and lifetime maximum.

CONTRACT ATTACHMENT G

PDO Guaranteed Maximum Allowable Charges (MAC)

Code	Procedure Description	Frequency	2011			2012		
			Proposed MAC for Generalist services	Proposed MAC for Specialist services	Specialist Weighted multiplier	Proposed MAC for Generalist services	Proposed MAC for Specialist services	Specialist Weighted multiplier
120	PERIODIC ORAL EVALUATION	58,709	\$25.00	\$36.00	0.05	\$26.00	\$37.00	0.05
140	LIMITED ORAL EVALUATION-PROBLEM FOCUSED	6,107	\$30.00	\$78.00	0.15	\$31.00	\$79.00	0.15
145	ORAL EVALUATION-PATIENT < 3 YRS, COUNSELING PRIMARY CAREGIVER	21	\$30.00	\$78.00	0.30	\$31.00	\$79.00	0.30
150	COMPREHENSIVE ORAL EVALUATION - NEW OR ESTABLISHED PATIENT	9,855	\$38.00	\$78.00	0.05	\$39.00	\$79.00	0.05
160	DETAILED AND EXTENSIVE ORAL EVALUATION-PROBLEM-FOCUSED	160	\$38.00	\$78.00	0.50	\$39.00	\$79.00	0.50
170	RE-EVALUATION-LIMITED, PROBLEM FOCUSED	33	\$25.00	\$36.00	0.40	\$26.00	\$37.00	0.40
180	COMPREHENSIVE PERIODONTAL EVALUATION-NEW OR ESTABLISHED PATIENT	350	\$38.00	\$78.00	0.90	\$39.00	\$79.00	0.90
210	INTRAOORAL-COMPLETE SERIES INCLUDING BITEWINGS	5,925	\$93.00	\$94.00	0.07	\$95.00	\$96.00	0.07
220	INTRAOORAL-PERIAPICAL-FIRST FILM	13,311	\$16.00	\$16.00	0.07	\$16.00	\$16.00	0.07
230	INTRAOORAL-PERIAPICAL-EACH ADDITIONAL FILM	3,631	\$13.00	\$13.00	0.05	\$13.00	\$13.00	0.05
240	INTRAOORAL-OCCLUSAL FILM	128	\$21.00	\$21.00	0.15	\$21.00	\$21.00	0.15
250	EXTRAORAL - FIRST FILM	5	\$30.00	\$30.00	0.85	\$31.00	\$31.00	0.85
260	EXTRAORAL - EACH ADDITIONAL FILM	2	\$30.00	\$30.00	0.85	\$31.00	\$31.00	0.85
270	BITEWINGS-SINGLE FILM	231	\$17.00	\$17.00	0.05	\$17.00	\$17.00	0.05
272	BITEWINGS-TWO FILMS	18,090	\$26.00	\$26.00	0.05	\$27.00	\$27.00	0.05
274	BITEWINGS-FOUR FILMS	12,362	\$37.00	\$38.00	0.05	\$38.00	\$39.00	0.05
277	VERTICAL BITEWINGS-7 TO 8 FILMS	41	\$50.00	\$51.00	0.50	\$51.00	\$52.00	0.50
290	POSTERIOR-ANTERIOR OR LATERAL SKULL AND FACIAL BONE SURVEY FILM	4	\$61.00	\$62.00	0.90	\$62.00	\$63.00	0.90
321	TEMPOROMANDIBULAR JOINT-FILMS (SERIES)	12	\$200.00	\$203.00	0.80	\$204.00	\$206.00	0.80
322	TOMOGRAPHIC SURVEY	1	\$600.00	\$609.00	0.90	\$612.00	\$618.00	0.90
330	PANORAMIC FILM	4,717	\$67.00	\$68.00	0.15	\$68.00	\$69.00	0.15
340	CEPHALOMETRIC FILM	229	\$68.00	\$69.00	0.85	\$69.00	\$70.00	0.85
350	ORAL/FACIAL PHOTOGRAPHIC IMAGES	291	\$75.00	\$76.00	0.05	\$77.00	\$77.00	0.05

360	CONE BEAM CT-CRANIOFACIAL DATA CAPTURE	16	\$569.00	\$578.00	0.90	\$580.00	\$587.00	0.50
363	CONE BEAM-THREE DIMENSIONAL IMAGE RECONSTRUCTION USING EXISTING DATA	17	\$366.00	\$371.00	0.90	\$373.00	\$377.00	0.90
415	COLLECTION OF MICROORGANISMS FOR CULTURE AND SENSITIVITY	21	\$175.00	\$178.00	0.90	\$179.00	\$181.00	0.90
417	COLLECTION OF SALIVA FOR LABORATORY DIAGNOSTIC	1	\$175.00	\$178.00	0.90	\$179.00	\$181.00	0.90
418	SALIVA ANALYSIS	2	\$175.00	\$178.00	0.90	\$179.00	\$181.00	0.90
421	GENETIC TEST FOR SUSCEPTIBILITY TO ORAL DISEASES	1	\$175.00	\$178.00	0.50	\$179.00	\$181.00	0.50
425	CARIES SUSCEPTIBILITY TESTS	3	\$0.00	\$0.00	0.80	\$0.00	\$0.00	0.50
431	ADJUNCTIVE DIAGNOSTIC TEST THAT AIDS IN DETECTION OF MUCOSAL ABNORMALITIES	476	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90
460	PULP VITALITY TESTS	244	\$23.00	\$23.00	0.05	\$23.00	\$23.00	0.05
470	DIAGNOSTIC CASTS	282	\$52.00	\$53.00	0.50	\$53.00	\$54.00	0.50
473	ACCESSION OF TISSUE, EXAM, REPORT PREPARATION	4	\$0.00	\$0.00	0.80	\$0.00	\$0.00	0.80
480	ACCESSION OF EXFOLIATIVE, CYTOLOGIC SMEARS, EXAM, REPORT PREPARATION	2	\$0.00	\$0.00	0.50	\$0.00	\$0.00	0.50
999	UNSPECIFIED DIAGNOSTIC PROCEDURE	1	\$0.00	\$0.00	0.50	\$0.00	\$0.00	0.50
1110	PROPHYLAXIS-ADULT	53,229	\$53.00	\$54.00	0.07	\$54.00	\$55.00	0.07
1120	PROPHYLAXIS-CHILD	14,919	\$40.00	\$41.00	0.05	\$41.00	\$42.00	0.05
1203	TOPICAL APPLIC FLUORIDE PXS NOT INCL-CHILD	11,830	\$18.00	\$18.00	0.05	\$18.00	\$18.00	0.05
1204	TOPICAL APPLIC FLUORIDE PXS NOT INCL-ADULT	3,709	\$18.00	\$18.00	0.05	\$18.00	\$18.00	0.05
1206	TOPICAL FLUORIDE VARNISH-THERAPEUTIC APPLICATION FOR MODERATE TO HIGH RISK PATIENT	899	\$18.00	\$18.00	0.10	\$18.00	\$18.00	0.10
1330	ORAL HYGIENE INSTRUCTIONS	11	\$50.00	\$51.00	0.05	\$51.00	\$52.00	0.05
1351	SEALANT-PER TOOTH	4,512	\$30.00	\$30.00	0.07	\$31.00	\$31.00	0.07
1510	SPACE MAINTAINER-FIXED-UNILATERAL	78	\$210.00	\$213.00	0.50	\$214.00	\$216.00	0.50
1515	SPACE MAINTAINER-FIXED, BILATERAL	52	\$275.00	\$279.00	0.50	\$281.00	\$283.00	0.50
1520	SPACE MAINTAINER-REMOVABLE-UNILATERAL	2	\$235.00	\$239.00	0.50	\$240.00	\$243.00	0.50
1525	SPACE MAINTAINER-REMOVABLE-BILATERAL	1	\$265.00	\$269.00	0.50	\$270.00	\$273.00	0.50
1550	RECEMENTATION OF SPACE MAINTAINER	11	\$40.00	\$41.00	0.15	\$41.00	\$42.00	0.15
1555	REMOVAL OF FIXED SPACE MAINTAINER	4	\$38.00	\$39.00	0.2	\$39.00	\$40.00	0.2
2140	AMALGAM- ONE SURFACE, PRIMARY OR PERMANENT	10,289	\$66.00	\$67.00	0.05	\$67.00	\$68.00	0.05
2150	AMALGAM-TWO SURFACES, PRIMARY OR PERMANENT	9,785	\$80.00	\$81.00	0.05	\$82.00	\$82.00	0.05
2160	AMALGAM-THREE SURFACES, PRIMARY OR PERMANENT	2,539	\$92.00	\$93.00	0.05	\$94.00	\$94.00	0.05
2161	AMALGAM-FOUR OR MORE SURFACES, PRIMARY OR PERMANENT	418	\$110.00	\$112.00	0.05	\$112.00	\$114.00	0.05
2330	RESIN-ONE SURFACE, ANTERIOR	3,027	\$78.00	\$79.00	0.05	\$80.00	\$80.00	0.05
2331	RESIN-TWO SURFACES, ANTERIOR	1,887	\$94.00	\$95.00	0.05	\$96.00	\$96.00	0.05

2332	RESIN-THREE SURFACES, ANTERIOR	1,010	\$112.00	\$114.00	0.05	\$114.00	\$114.00	\$116.00	0.05
2335	RESIN-FOUR+ SURF OR INVL INCISAL ANGLE B38(ANTERIOR)	974	\$145.00	\$147.00	0.05	\$148.00	\$149.00	\$149.00	0.05
2390	RESIN BASED COMPOSITE CROWN-ANTERIOR	31	\$170.00	\$173.00	0.05	\$173.00	\$176.00	\$176.00	0.05
2391	RESIN-BASED COMPOSITE-ONE SURFACE, POSTERIOR	1,297	\$111.00	\$113.00	0.05	\$113.00	\$115.00	\$115.00	0.05
2392	RESIN-BASED COMPOSITE-TWO SURFACE, POSTERIOR	283	\$141.00	\$143.00	0.05	\$144.00	\$145.00	\$145.00	0.05
2393	RESIN-BASED COMPOSITE-THREE SURFACE, POSTERIOR	234	\$163.00	\$165.00	0.05	\$166.00	\$167.00	\$167.00	0.05
2394	RESIN-BASED COMPOSITE-FOUR OR MORE SURFACE, POSTERIOR	75	\$182.00	\$185.00	0.05	\$186.00	\$188.00	\$188.00	0.05
2542	ONLAY-METALLIC-TWO SURFACES	5	\$690.00	\$700.00	0.05	\$704.00	\$711.00	\$711.00	0.05
2543	ONLAY-METALLIC-THREE SURFACES	27	\$745.00	\$756.00	0.05	\$760.00	\$767.00	\$767.00	0.05
2544	ONLAY-METALLIC-FOUR OR MORE SURFACES	46	\$745.00	\$756.00	0.20	\$760.00	\$767.00	\$767.00	0.20
2642	ONLAY-PORCELAIN/CERAMIC-TWO OR MORE SURFACE	8	\$655.00	\$665.00	0.20	\$668.00	\$675.00	\$675.00	0.20
2643	ONLAY-PORCELAIN/CERAMIC-THREE OR MORE SURFACE	8	\$700.00	\$711.00	0.20	\$714.00	\$722.00	\$722.00	0.20
2644	ONLAY-PORCELAIN/CERAMIC-FOUR OR MORE SURFACE	11	\$700.00	\$711.00	0.20	\$714.00	\$722.00	\$722.00	0.20
2651	INLAY-RESIN-BASED COMPOSITE-TWO SURFACES	1	\$565.00	\$573.00	0.20	\$576.00	\$582.00	\$582.00	0.20
2710	CROWN-RESIN-BASED COMPOSITE-INDIRECT	2	\$815.00	\$827.00	0.20	\$831.00	\$839.00	\$839.00	0.20
2740	CROWN-PORCELAIN/CERAMIC SUBSTRATE	134	\$815.00	\$827.00	0.05	\$831.00	\$839.00	\$839.00	0.05
2750	CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL	4,547	\$720.00	\$731.00	0.05	\$734.00	\$742.00	\$742.00	0.05
2751	CROWN-PORC FUSED TO PREDOMINANTLY BASE METAL	950	\$670.00	\$680.00	0.05	\$683.00	\$690.00	\$690.00	0.05
2752	CROWN-PORCELAIN FUSED TO NOBLE METAL	1,317	\$720.00	\$731.00	0.05	\$734.00	\$742.00	\$742.00	0.05
2780	CROWN-3/4 CAST HIGH NOBLE METAL	9	\$685.00	\$695.00	0.20	\$699.00	\$705.00	\$705.00	0.20
2782	CROWN-3/4 CAST NOBLE METAL	29	\$685.00	\$695.00	0.20	\$699.00	\$705.00	\$705.00	0.20
2783	CROWN-3/4 PORCELAIN/CERAMIC	3	\$815.00	\$827.00	0.20	\$831.00	\$839.00	\$839.00	0.20
2790	CROWN-FULL CAST HIGH NOBLE METAL	300	\$770.00	\$782.00	0.05	\$785.00	\$794.00	\$794.00	0.05
2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	37	\$660.00	\$670.00	0.05	\$673.00	\$680.00	\$680.00	0.05
2792	CROWN-FULL CAST NOBLE METAL	83	\$770.00	\$782.00	0.05	\$785.00	\$794.00	\$794.00	0.05
2799	PROVISIONAL CROWN	20	\$170.00	\$173.00	0.05	\$173.00	\$176.00	\$176.00	0.05
2910	RECEMENT INLAY	13	\$52.00	\$53.00	0.05	\$53.00	\$54.00	\$54.00	0.05
2915	RECEMENT CAST OR PREFAB POST OR CORE	4	\$52.00	\$53.00	0.20	\$53.00	\$54.00	\$54.00	0.20
2920	RECEMENT CROWN	904	\$52.00	\$53.00	0.05	\$53.00	\$54.00	\$54.00	0.05
2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY	831	\$142.00	\$144.00	0.50	\$145.00	\$146.00	\$146.00	0.50
2931	PREFABRICATED STAINLESS STEEL CROWN-PERMANENT	123	\$176.00	\$179.00	0.30	\$180.00	\$182.00	\$182.00	0.30
2933	STAINLESS STEEL-RESIN WINDOW	46	\$201.00	\$204.00	0.30	\$205.00	\$207.00	\$207.00	0.30
2940	SEDATIVE FILLING	11	\$51.00	\$52.00	0.05	\$52.00	\$53.00	\$53.00	0.05
2950	CORE BUILD-UP, INCLUDING ANY PINS	2,669	\$120.00	\$122.00	0.05	\$122.00	\$124.00	\$124.00	0.05
2951	PIN RETENTION/TOOTH, IN ADDITION TO RESTORATION	35	\$35.00	\$36.00	0.05	\$36.00	\$37.00	\$37.00	0.05

2952	CAST POST AND CORE IN ADDITION TO CROWN	100	\$182.00	\$185.00	0.05	\$186.00	\$188.00	0.05
2954	PREFABRICATED POST AND CORE IN ADDITION TO CROWN	467	\$171.00	\$174.00	0.05	\$174.00	\$177.00	0.05
2955	POST REMOVAL	3	\$135.00	\$137.00	0.70	\$138.00	\$139.00	0.70
2960	LABIAL VENEER (LAMINATE)-CHAIRSIDE	5	\$320.00	\$325.00	0.05	\$326.00	\$330.00	0.05
2962	LABIAL VENEER (PORCELAIN LAMINATE)-LABORATORY	11	\$1,400.00	\$1,421.00	0.05	\$1,428.00	\$1,442.00	0.05
2971	ADDITIONAL PROCEDURES TO CONSTRUCT NEW CROWN UNDER EXISTING PARTIAL	17	\$275.00	\$279.00	0.50	\$281.00	\$283.00	0.50
2980	CROWN REPAIR	32	\$500.00	\$508.00	0.30	\$510.00	\$516.00	0.30
2999	UNSPECIFIED RESTORATIVE PROCEDURE	10	\$0.00	\$0.00	0.30	\$0.00	\$0.00	0.30
3110	PULP CAP-DIRECT (EXCLUDING FINAL RESTORATION)	6	\$36.00	\$37.00	0.05	\$37.00	\$38.00	0.05
3120	PULP CAP-INDIRECT (EXCLUDING FINAL RESTORATION)	15	\$33.00	\$33.00	0.05	\$34.00	\$33.00	0.05
3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL REST.)	577	\$95.00	\$96.00	0.15	\$97.00	\$97.00	0.15
3221	GROSS PULPAL DEBRIDEMENT, PRIMARY AND PERMANENT TEETH	91	\$114.00	\$116.00	0.20	\$116.00	\$118.00	0.20
3230	PULPAL THERAPY (RESORBABLE FILLING) - ANTERIOR, PRIMARY TOOTH (EXCLUDES FINAL)	27	\$95.00	\$96.00	0.20	\$97.00	\$97.00	0.20
3240	PULPAL THERAPY (RESORBABLE FILLING) - POSTERIOR, PRIMARY TOOTH (EXCLUDES FINAL)	44	\$95.00	\$96.00	0.20	\$97.00	\$97.00	0.20
3310	ROOT CANAL-ANTERIOR(EXCLUDING FINAL RESTORATION)	409	\$456.00	\$463.00	0.07	\$465.00	\$470.00	0.07
3320	ROOT CANAL-BICUSPID(EXCLUDING FINAL RESTORATION)	725	\$514.00	\$522.00	0.15	\$524.00	\$530.00	0.15
3330	ROOT CANAL-MOLAR (EXCLUDING FINAL RESTORATION)	1,437	\$634.00	\$644.00	0.15	\$647.00	\$654.00	0.15
3332	INCOMPLETE ENDODONTIC THERAPY, INOPERABLE OR FRACTURED TOOTH	25	\$200.00	\$203.00	0.50	\$204.00	\$206.00	0.50
3333	INTERNAL ROOT REPAIR OF PERFORATION DEFECTS	1	\$350.00	\$355.00	0.30	\$357.00	\$360.00	0.30
3346	RETREATMENT OF PREVIOUS ROOT CANAL THERAPY - ANTERIOR	17	\$530.00	\$1,106.00	0.30	\$541.00	\$1,123.00	0.30
3347	RETREATMENT OF PREVIOUS ROOT CANAL THERAPY - BICUSPID	34	\$560.00	\$1,214.00	0.30	\$571.00	\$1,232.00	0.30
3348	RETREATMENT OF PREVIOUS ROOT CANAL THERAPY - MOLAR	86	\$700.00	\$1,365.00	0.30	\$714.00	\$1,385.00	0.30
3352	APEXIFICAT/RECALCIFICAT-INTERIM	3	\$96.00	\$97.00	0.30	\$98.00	\$98.00	0.30
3410	APICOECTOMY/PERIRADICULAR SURGERY-ANTERIOR	16	\$405.00	\$802.00	0.85	\$413.00	\$814.00	0.85
3421	APICOECTOMY / PERIRADICULAR SURGERY - BICUSPID (FIRST ROOT)	14	\$550.00	\$837.00	0.30	\$561.00	\$850.00	0.30
3425	APICOECTOMY / PERIRADICULAR SURGERY - MOLAR (FIRST ROOT)	12	\$550.00	\$1,066.00	0.30	\$561.00	\$1,082.00	0.30
3426	APICOECTOMY/PERIRADICULAR SURGERY- ADDITIONAL ROOT	3	\$100.00	\$351.00	0.30	\$102.00	\$356.00	0.30

3430	RETROGRADE FILLING (PER ROOT)	30	\$135.00	\$279.00	0.30	\$138.00	\$283.00	0.30
3450	ROOT AMPUTATION - PER ROOT	4	\$225.00	\$584.00	0.30	\$230.00	\$593.00	0.30
3470	INTENTIONAL REIMPLANTATION	1	\$800.00	\$812.00	0.30	\$816.00	\$824.00	0.30
3920	HEMISECTION NOT INCL RC THERAPY	1	\$225.00	\$458.00	0.30	\$230.00	\$465.00	0.30
4210	GINGIVECTOMY OR GINGIVOPLASTY-PER QUADRANT	27	\$260.00	\$264.00	0.07	\$265.00	\$268.00	0.07
4211	GINGIVECTOMY OR GINGIVOPLASTY-PER TOOTH	52	\$160.00	\$162.00	0.07	\$163.00	\$164.00	0.07
4240	GINGIVAL FLAP PROCEDURE INCLUDING ROOT PLANING per quadrant	6	\$375.00	\$381.00	0.07	\$383.00	\$387.00	0.07
4241	GINGIVAL FLAP PROCEDURE INCLUDING ROOT PLANING per tooth	12	\$225.00	\$228.00	0.07	\$230.00	\$231.00	0.07
4249	CROWN LENGTHENING, HARD AND SOFT TISSUE	51	\$330.00	\$335.00	0.20	\$337.00	\$340.00	0.20
4260	OSSEOUS SURGERY INC FLAP ENTRY/CLOSURE/QUAD 4 OR MORE CONTIGUOUS TEETH+B99	109	\$675.00	\$1,024.00	0.73	\$689.00	\$1,039.00	0.73
4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE), 1 TO 3 TEETH PER QUAD	115	\$405.00	\$827.00	0.30	\$413.00	\$839.00	0.30
4263	BONE REPLACEMENT GRAFT - FIRST SITE IN QUADRANT	93	\$315.00	\$508.00	0.30	\$321.00	\$516.00	0.30
4264	QUAD	6	\$250.00	\$374.00	0.30	\$255.00	\$380.00	0.30
4265	BIOLOGIC MATERIAL TO AID IN SOFT AND OSSEOUS TISSUE REGENERATION	21	\$375.00	\$381.00	0.30	\$383.00	\$387.00	0.30
4266	GUIDED TISSUE REGENERATION - RESORBABLE BARRIER, PER SITE, PER TOOTH	44	\$400.00	\$487.00	0.30	\$408.00	\$494.00	0.30
4270	PEDICLE SOFT TISSUE GRAFT PROC	3	\$475.00	\$812.00	0.30	\$485.00	\$824.00	0.30
4271	FREE SOFT TISS GRAFT PROC(INCL DONOR SITE SURG)	44	\$650.00	\$911.00	0.85	\$663.00	\$925.00	0.85
4273	SUBEPITHELIAL CONNECTIVE TISSUE GRAFT	75	\$750.00	\$1,000.00	0.50	\$765.00	\$1,015.00	0.50
4274	DISTAL OR PROXIMAL WEDGE PROCEDURE	4	\$200.00	\$513.00	0.50	\$204.00	\$521.00	0.50
4275	SOFT TISSUE ALLOGRAFT	12	\$750.00	\$1,030.00	0.50	\$765.00	\$1,045.00	0.50
4276	COMBINED CONNECTIVE TISSUE AND DOUBLE PEDICLE GRAFT, PER TOOTH	1	\$610.00	\$1,030.00	0.50	\$622.00	\$1,045.00	0.50
4320	PROVISIONAL SPLINTING-INTRACORONAL	9	\$450.00	\$457.00	0.50	\$459.00	\$464.00	0.50
4321	PROVISIONAL SPLINTING - EXTRACORONAL	13	\$450.00	\$457.00	0.50	\$459.00	\$464.00	0.50
4341	PERIO SCALING AND ROOT PLANING-PER QUADRANT	2,167	\$136.00	\$138.00	0.07	\$139.00	\$140.00	0.07
4342	PERIODONTAL SCALING & ROOT PLANING, 1 TO 3 TEETH, PER QUADRANT	866	\$90.00	\$91.00	0.60	\$92.00	\$92.00	0.60
4355	FULL MOUTH DEBRIDEMENT TO ENABLE COMPREHENSIVE PERIODONTAL EVALUATION	465	\$103.00	\$105.00	0.60	\$105.00	\$107.00	0.60
4381	LOCALIZED DELIVERY OF CHEMOTHERAPEUTIC AGENTS	711	\$160.00	\$162.00	0.60	\$163.00	\$164.00	0.60
4910	PERIO MAINTENANCE PROC FOLLOWING ACTIVE THERAPY	3,045	\$66.00	\$67.00	0.60	\$67.00	\$68.00	0.60
4999	UNSPECIFIED PERIODONTAL PROCEDURE	50	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60

5110	COMPLETE DENTURE-MAXILLARY	86	\$825.00	\$837.00	0.05	\$842.00	\$850.00	0.05
5120	COMPLETE DENTURE-MANDIBULAR	36	\$825.00	\$837.00	0.05	\$842.00	\$850.00	0.05
5130	IMMEDIATE DENTURE-MAXILLARY	84	\$861.00	\$874.00	0.05	\$878.00	\$887.00	0.05
5140	IMMEDIATE DENTURE-MANDIBULAR	28	\$861.00	\$874.00	0.05	\$878.00	\$887.00	0.05
5211	MAXILLARY PART DENTURE-RESIN BASE(CLASP/RESTS)	49	\$601.00	\$610.00	0.05	\$613.00	\$619.00	0.05
5212	LOWER PARTIAL DENTURE-ACRYLIC BASE-CONVENTIONAL CLASPS AND RESTS	24	\$610.00	\$610.00	0.05	\$613.00	\$619.00	0.05
5213	MAXILLARY PART DENTURE-METAL FRAME W/RESIN BASE	117	\$880.00	\$893.00	0.05	\$898.00	\$906.00	0.05
5214	MANDIBULAR PART DENTURE-METAL FRAME W/RESIN BASE	142	\$880.00	\$893.00	0.05	\$898.00	\$906.00	0.05
5225	MAXILLARY PARTIAL DENTURE-FLEXIBLE BASE INCLUDING CLASPS, RESTS & TEETH	35	\$880.00	\$893.00	0.70	\$898.00	\$906.00	0.70
5226	MANDIBULAR PARTIAL DENTURE-FLEXIBLE BASE (INCLUDING CLASPS, RESTS & TEETH)	28	\$880.00	\$893.00	0.70	\$898.00	\$906.00	0.70
5281	REMOVABLE UNILATERAL PARTIAL DENTURE ONE PIECE CASTING-CHROME	8	\$521.00	\$529.00	0.70	\$531.00	\$537.00	0.70
5410	ADJUST COMPLETE DENTURE-MAXILLARY	2	\$60.00	\$61.00	0.05	\$61.00	\$62.00	0.05
5411	ADJUST COMPLETE DENTURE-MANDIBULAR	3	\$60.00	\$61.00	0.05	\$61.00	\$62.00	0.05
5421	ADJUST PARTIAL DENTURE-MAXILLARY	7	\$60.00	\$61.00	0.05	\$61.00	\$62.00	0.05
5422	ADJUST PARTIAL DENTURE-MANDIBULAR	9	\$60.00	\$61.00	0.05	\$61.00	\$62.00	0.05
5510	REPAIR BROKEN COMPLETE DENTURE BASE	18	\$105.00	\$107.00	0.05	\$107.00	\$109.00	0.05
5520	REPLACE MISS/BRKN TEETH-COMPLETE DENTURE/TOOTH	25	\$95.00	\$96.00	0.05	\$97.00	\$97.00	0.05
5610	REPAIR RESIN DENTURE BASE	20	\$115.00	\$117.00	0.05	\$117.00	\$119.00	0.05
5620	REPAIR CAST FRAMEWORK, PARTIAL DENTURE	8	\$165.00	\$167.00	0.05	\$168.00	\$170.00	0.05
5630	REPAIR OR REPLACE BROKEN CLASP, PARTIAL DENTURE	8	\$150.00	\$152.00	0.05	\$153.00	\$154.00	0.05
5640	REPLACE BROKEN TEETH-PER TOOTH, PARTIAL DENTURE	46	\$90.00	\$91.00	0.05	\$92.00	\$92.00	0.05
5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	91	\$90.00	\$91.00	0.05	\$92.00	\$92.00	0.05
5660	ADD CLASP TO EXISTING PARTIAL DENTURE	16	\$165.00	\$167.00	0.05	\$168.00	\$170.00	0.05
5671	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MANDIBULAR)	1	\$425.00	\$431.00	0.05	\$434.00	\$437.00	0.05
5721	REBASE MANDIBULAR PARTIAL DENTURE	3	\$290.00	\$294.00	0.05	\$296.00	\$298.00	0.05
5730	RELINING UPPER COMPLETE DENTURE (OFFICE RELINE)	17	\$185.00	\$188.00	0.05	\$189.00	\$191.00	0.05
5731	RELINE COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	4	\$185.00	\$188.00	0.05	\$189.00	\$191.00	0.05
5740	RELINING UPPER PARTIAL DENTURE (OFFICE RELINE)	3	\$185.00	\$188.00	0.05	\$189.00	\$191.00	0.05
5741	RELINE MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	2	\$185.00	\$188.00	0.05	\$189.00	\$191.00	0.05
5750	RELINE COMPLETE MAXILLARY DENTURE (LABORATORY)	36	\$265.00	\$269.00	0.05	\$270.00	\$273.00	0.05
5751	RELINING LOWER COMPLETE DENTURE (LABORATORY)	22	\$265.00	\$269.00	0.05	\$270.00	\$273.00	0.05

5760	RELINE MAXILLARY PARTIAL DENTURE (LABORATORY)	15	\$265.00	\$269.00	0.05	\$270.00	\$273.00	0.05
5761	RELINING LOWER PARTIAL DENTURE (LABORATORY)	8	\$265.00	\$269.00	0.05	\$270.00	\$273.00	0.05
5810	INTERIM COMPLETE DENTURE (MAXILLARY)	1	\$700.00	\$711.00	0.6	\$714.00	\$722.00	0.6
5811	INTERIM COMPLETE DENTURE (MANDIBULAR)	1	\$700.00	\$711.00	0.6	\$714.00	\$722.00	0.6
5820	UPPER DENTURE-TEMPORARY (PARTIAL STAYPLATE)	37	\$330.00	\$335.00	0.60	\$337.00	\$340.00	0.60
5821	LOWER DENTURE-TEMPORARY (PARTIAL STAYPLATE)	13	\$330.00	\$335.00	0.60	\$337.00	\$340.00	0.60
5850	TISSUE CONDITIONING-UPPER	7	\$95.00	\$96.00	0.60	\$97.00	\$97.00	0.60
5851	TISSUE CONDITIONING MANDIBULAR	1	\$95.00	\$96.00	0.60	\$97.00	\$97.00	0.60
5861	OVERDENTURE - PARTIAL, BY REPORT	1	\$3,500.00	\$3,553.00	0.60	\$3,570.00	\$3,606.00	0.60
5862	PRECISION ATTACHMENT BY REPORT	2	\$750.00	\$761.00	0.60	\$765.00	\$772.00	0.60
5867	REPLACEMENT OF REPLACEABLE PART, SEMI OR PRECISION ATTACHMENT	4	\$375.00	\$381.00	0.60	\$383.00	\$387.00	0.60
5875	MODIFICATION OF REMOVABLE PROSTHESIS FOLLOWING IMPLANT SURGERY	1	\$150.00	\$5,963.00	0.60	\$153.00	\$6,052.00	0.60
5899	UNSPECIFIED REMOVEABLE PROSTHODONTIC PROCEDURE, BY REPORT	3	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
5982	SURGICAL STENT	6	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
5986	FLUORIDE GEL CARRIER	6	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
5999	UNSPECIFIED MAXILLOFACIAL PROSTHESIS BY REPORT	2	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
6010	SURGICAL PLACEMENT OF IMPLANT BODY-ENDOSTEAL IMPLANT	211	\$1,800.00	\$2,030.00	0.60	\$1,836.00	\$2,060.00	0.60
6053	ARCH	2	\$7,000.00	\$7,105.00	0.60	\$7,140.00	\$7,212.00	0.60
6055	BAR	2	\$5,000.00	\$5,075.00	0.60	\$5,100.00	\$5,151.00	0.60
6056	PREFABRICATED ABUTMENT	83	\$475.00	\$482.00	0.60	\$485.00	\$489.00	0.60
6057	CUSTOM ABUTMENT	47	\$575.00	\$584.00	0.60	\$587.00	\$593.00	0.60
6058	CROWN	16	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL)	31	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6060	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (PREDOM BASE METAL)	11	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6061	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (NOBLE METAL)	12	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6062	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)	1	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6064	ABUTMENT SUPPORTED CAST METAL CROWN (NOBLE METAL)	1	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6065	IMPLANT SUPPORTED PORCELAIN/CERAMIC CROWN	13	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60

6066	IMPLANT SUPPORTED PORCELAIN FUSED TO METAL CROWN (TITANIUM, TITANIUM ALLOY...)	34	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6067	IMPLANT SUPPORTED METAL CROWN	1	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN/CERAMIC FPD	1	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD (HIGH NOBLE METAL)	12	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6076	IMPLANT SUPPORTED RETAINER FOR PORCELAIN FUSED TO METAL FPD	4	\$960.00	\$974.00	0.60	\$979.00	\$989.00	0.60
6080	PROSTH	6	\$75.00	\$76.00	0.60	\$77.00	\$77.00	0.60
6190	RPT	3	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
6210	PONTIC-CAST HIGH NOBLE METAL	8	\$770.00	\$782.00	0.05	\$785.00	\$794.00	0.05
6211	PONTIC-CAST PREDOMINANTLY BASE METAL	2	\$660.00	\$670.00	0.05	\$673.00	\$680.00	0.05
6212	PONTIC-CAST NOBLE METAL	2	\$770.00	\$782.00	0.05	\$785.00	\$794.00	0.05
6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL	318	\$720.00	\$731.00	0.05	\$734.00	\$742.00	0.05
6241	PONTIC-PORCELAIN FUSED TO PREDOM. BASE METAL	99	\$670.00	\$680.00	0.05	\$683.00	\$690.00	0.05
6242	PONTIC-PORCELAIN FUSED TO NOBLE METAL	130	\$720.00	\$731.00	0.05	\$734.00	\$742.00	0.05
6245	PONTIC-PORCELAIN / CERAMIC	1	\$815.00	\$827.00	0.05	\$831.00	\$839.00	0.05
6250	PONTIC-RESIN WITH HIGH NOBLE METAL	7	\$720.00	\$731.00	0.05	\$734.00	\$742.00	0.05
6251	PONTIC-RESIN WITH PREDOM BASE METAL	1	\$670.00	\$680.00	0.05	\$683.00	\$690.00	0.05
6253	PROVISIONAL PONTIC	1	\$325.00	\$330.00	0.05	\$332.00	\$335.00	0.05
6545	RETAINER - CAST METAL FOR RESIN BONDED FIXED PROSTHESIS	24	\$340.00	\$345.00	0.05	\$347.00	\$350.00	0.05
6602	INLAY-CAST HIGH NOBLE METAL, TWO SURFACES	4	\$545.00	\$553.00	0.05	\$556.00	\$561.00	0.05
6610	ONLAY-CAST HIGH NOBLE METAL, TWO SURFACES	1	\$640.00	\$650.00	0.05	\$653.00	\$660.00	0.05
6611	ONLAY-CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	2	\$695.00	\$705.00	0.05	\$709.00	\$716.00	0.05
6721	CROWN - RESIN WITH PREDOM BASE METAL	1	\$670.00	\$680.00	0.05	\$683.00	\$690.00	0.05
6740	CROWN-PORCELAIN/CERAMIC	4	\$815.00	\$827.00	0.05	\$831.00	\$839.00	0.05
6750	CROWN-RETAINER-PORCELAIN FUSED HIGH NOBLE METAL	536	\$720.00	\$731.00	0.05	\$734.00	\$742.00	0.05
6751	CROWN-RETAINER-PORCELAIN FUSED PRED. BASE METAL	124	\$670.00	\$680.00	0.05	\$683.00	\$690.00	0.05
6752	CROWN-RETAINER-PORCELAIN FUSED TO NOBLE METAL	216	\$720.00	\$731.00	0.05	\$734.00	\$742.00	0.05
6780	CROWN-3/4 CAST HIGH NOBLE METAL	1	\$770.00	\$782.00	0.05	\$785.00	\$794.00	0.05
6790	CROWN-RETAINER-FULL CAST HIGH NOBLE METAL	5	\$770.00	\$782.00	0.05	\$785.00	\$794.00	0.05
6792	CROWN-RETAINER-FULL CAST NOBLE METAL	1	\$770.00	\$782.00	0.05	\$785.00	\$794.00	0.05
6793	PROVISIONAL RETAINER CROWN	2	\$325.00	\$330.00	0.05	\$332.00	\$335.00	0.05
6930	RECEMENT FIXED PARTIAL DENTURE	116	\$300.00	\$305.00	0.05	\$306.00	\$310.00	0.05

6940	STRESS BREAKER	2	\$300.00	\$305.00	0.05	\$306.00	\$310.00	0.05
6950	PRECISION ATTACHMENT	13	\$350.00	\$355.00	0.05	\$357.00	\$360.00	0.05
6970	POST AND CORE, FIXED PARTIAL DENTURE RETAINER PREFABRICATED POST AND CORE (IN ADDITION TO BRIDGE RETAINER)	3	\$182.00	\$185.00	0.05	\$186.00	\$188.00	0.05
6972	CORE BUILD UP FOR RETAINER, INCLUDING ANY PINS	14	\$171.00	\$174.00	0.05	\$174.00	\$177.00	0.05
6973	COPING-METAL	60	\$120.00	\$122.00	0.05	\$122.00	\$124.00	0.05
6975	FIXED PARTIAL DENTURE REPAIR, BY REPORT	1	\$450.00	\$457.00	0.05	\$459.00	\$464.00	0.05
6980	PEDIATRIC PARTIAL DENTURE, FIXED	9	\$600.00	\$609.00	0.05	\$612.00	\$618.00	0.05
6985	UNSPECIFIED FIXED PROSTHODONTIC PROC, BY REPORT	2	\$0.00	\$0.00	0.05	\$0.00	\$0.00	0.05
6999	CORONAL REMNANTS - DECIDUOUS TOOTH EXTRACTION, ERUPTED TOOTH/EXPOSED ROOT- elevator/forceps	9	\$62.00	\$63.00	0.05	\$63.00	\$64.00	0.05
7111	SURG REM ERUP TOOTH REQ FLAP/BONE REM/SEC TOOTH	6,578	\$75.00	\$76.00	0.05	\$77.00	\$77.00	0.05
7210	REMOVAL OF IMPACTED TOOTH-SOFT TISSUE	2,749	\$143.00	\$145.00	0.15	\$146.00	\$147.00	0.15
7220	REMOVAL OF IMPACTED TOOTH-PARTIAL BONY	192	\$170.00	\$173.00	0.15	\$173.00	\$176.00	0.15
7230	REMOVAL OF IMPACTED TOOTH-COMPLETE BONY	563	\$230.00	\$235.00	0.15	\$235.00	\$235.00	0.15
7240	REM IMPAC. TOOTH-COMP BONY/UNUSUAL COMPLICATIONS	1,287	\$280.00	\$401.00	0.73	\$286.00	\$407.00	0.73
7241	SURG REM OF RESIDUAL TOOTH ROOTS (CUTTING PROC)	43	\$405.00	\$492.00	0.85	\$413.00	\$499.00	0.85
7250	TOOTH REIMPL&STBL ACC DISPLCD	214	\$160.00	\$162.00	0.15	\$163.00	\$164.00	0.15
7270	SURGICAL EXPOSURE OF IMPACTED/UNERUPTED TOOTH, SIMPLE	4	\$315.00	\$320.00	0.50	\$321.00	\$325.00	0.50
7280	MOBILIZATION OF ERUPTED TOOTH	80	\$201.00	\$406.00	0.50	\$205.00	\$412.00	0.50
7282	PLACEMENT OF DEVICE TO FACILITATE ERUPTION OF IMPACTED TEETH	2	\$122.00	\$345.00	0.50	\$124.00	\$350.00	0.50
7283	BIOPSY OF ORAL TISSUE-SOFT (ALL OTHERS)	52	\$75.00	\$188.00	0.50	\$77.00	\$191.00	0.50
7286	BRUSH BIOPSY	18	\$180.00	\$183.00	0.05	\$184.00	\$186.00	0.05
7288	SURGICAL REPOSITIONING OF TEETH	7	\$55.00	\$56.00	0.05	\$56.00	\$57.00	0.05
7290	ALVEOLOPLASTY IN CONJUNC WITH EXTS-PER QUAD	1	\$375.00	\$381.00	0.05	\$383.00	\$387.00	0.05
7310	ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS; 1 TO 3 TEETH PER QUADRANT	25	\$165.00	\$167.00	0.15	\$168.00	\$170.00	0.15
7311	ALVEOLOPLASTY-NOT IN CONJUNCTION WITH EXTRACTIONS, 4 OR MORE TEETH, PER QUADRANT	6	\$131.00	\$133.00	0.60	\$134.00	\$135.00	0.60
7320	ALVEOLOPLASTY-NOT IN CONJUNCTION WITH EXTRACTIONS, 1-3 TEETH, PER QUADRANT	4	\$198.00	\$201.00	0.60	\$202.00	\$204.00	0.60
7321	EXCISION OF BENIGN LESION UP TO 1.25 CM	2	\$170.00	\$173.00	0.60	\$173.00	\$176.00	0.60
7410	EXCISION OF BENIGN LESION LESS THAN 1.25 CM	10	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7411	EXCISION OF BENIGN LESION LESS THAN 1.25 CM	3	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60

7450	REMOVAL OF BENIGN CYST OR TUMOR UP TO 1.25 CM	8	\$400.00	\$406.00	0.60	\$408.00	\$412.00	0.60
7451	REMOVAL OF BENIGN CYST OR TUMOR GREATER THAN 1.25 CM	5	\$650.00	\$660.00	0.60	\$663.00	\$670.00	0.60
7471	REMOVAL OF LATERAL EXOSTOSIS	3	\$210.00	\$213.00	0.60	\$214.00	\$216.00	0.60
7510	I & D ABSCESS INTRAORAL-SOFT TISSUE	18	\$95.00	\$96.00	0.60	\$97.00	\$97.00	0.60
7511	INCISION AND DRAINAGE OF ABSCESS - INTRAORAL SOFT TISSUE	2	\$185.00	\$188.00	0.60	\$189.00	\$191.00	0.60
7520	I&D ABSC EXTRAORAL SOFT TISS	1	\$170.00	\$457.00	0.60	\$173.00	\$464.00	0.60
7521	I&D ABSC EXTRAORAL SOFT TISS (COMPLICATED)	1	\$205.00	\$523.00	0.60	\$209.00	\$531.00	0.60
7530	REMOVAL OF FOREIGN BODY	1	\$198.00	\$19.00	0.60	\$202.00	\$19.00	0.60
7540	MANDIBLE-OPEN REDUCTION	2	\$163.00	\$165.00	0.60	\$166.00	\$167.00	0.60
7550	VITAL BN	3	\$200.00	\$203.00	0.60	\$204.00	\$206.00	0.60
7630	MANDIBLE-OPEN REDUCTION	1	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7670	ALVEOLUS-CLOSED REDUCTION	1	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7680	FACIAL BONES - COMPLICATED REDUCTION	1	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7710	MAXILLA OPEN REDUCTION	1	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7720	MAXILLA CLOSED REDUCTION	1	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7770	ALVEOL - OPEN RDU C STBL TEETH	2	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7870	ARTHROCENTESIS	1	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7871	NON-ARTHROSCOPIC LYSIS AND LAVAGE	1	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7880	OCCLUSAL ORTHOTIC DEVICE	20	\$1,200.00	\$1,218.00	0.60	\$1,224.00	\$1,236.00	0.60
7899	UNSPECIFIED TMD THERAPY, BY REPORT	7	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7910	SUTURE UP TO 5 CM	1	\$150.00	\$152.00	0.60	\$153.00	\$154.00	0.60
7940	OSTEOPLASTY - FOR ORTHOGNATHIC DEFORMITIES	6	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7950	MAND/FCE	13	\$2,000.00	\$2,030.00	0.60	\$2,040.00	\$2,060.00	0.60
7951	SINUS AUGMENTATION	6	\$0.00	\$0.00	0.60	\$0.00	\$0.00	0.60
7953	BONE REPLACEMENT GRAFT FOR RIDGE PRESERVATION; PER SITE	63	\$700.00	\$711.00	0.60	\$714.00	\$722.00	0.60
7955	DECT REPAIR	4	\$0.00	\$0.00	0.80	\$0.00	\$0.00	0.40
7960	FRENULCTOMY (FRENECTOMY/FRENOTOMY) SEP. PROC.	44	\$265.00	\$431.00	0.30	\$270.00	\$437.00	0.30
7963	FRENULOPLASTY	6	\$265.00	\$431.00	0.30	\$270.00	\$437.00	0.30
7970	ARCH	2	\$180.00	\$183.00	0.90	\$184.00	\$186.00	0.90
7971	EXCISION OF PERICORONAL GINGIVA	8	\$128.00	\$130.00	0.90	\$131.00	\$132.00	0.90
7980	SIALOLITHOMY	2	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90
7995	SYNTHETIC GRAFT	2	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90
7996	IMPLANT-MANDIBLE	1	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90

7998	INTRAORAL PLACEMENT	2	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90
7999	UNSPECIFIED ORAL SURGERY PROC., BY REPORT	2	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90
8010	LIMITED ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	5	\$2,000.00	\$2,030.00	0.90	\$2,030.00	\$2,040.00	0.90	\$2,040.00	\$2,060.00	0.90
8020	LIMITED ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	11	\$3,000.00	\$3,045.00	0.90	\$3,045.00	\$3,060.00	0.90	\$3,060.00	\$3,091.00	0.90
8030	LIMITED ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION	9	\$3,000.00	\$3,045.00	0.90	\$3,045.00	\$3,060.00	0.90	\$3,060.00	\$3,091.00	0.90
8040	LIMITED ORTHODONTIC TREATMENT OF THE ADULT DENTITION	8	\$3,000.00	\$3,045.00	0.90	\$3,045.00	\$3,060.00	0.90	\$3,060.00	\$3,091.00	0.90
8050	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE PRIMARY DENTITION	17	\$3,000.00	\$3,045.00	0.90	\$3,045.00	\$3,060.00	0.90	\$3,060.00	\$3,091.00	0.90
8060	INTERCEPTIVE ORTHODONTIC TREATMENT OF THE TRANSITIONAL DENTITION	90	\$3,000.00	\$3,045.00	0.90	\$3,045.00	\$3,060.00	0.90	\$3,060.00	\$3,091.00	0.90
8070	COMPREHENSIVE ORTHODONTIC TREATMENT-TRANSITIONAL DENTITION	97	\$3,900.00	\$3,959.00	0.90	\$3,959.00	\$3,978.00	0.90	\$3,978.00	\$4,018.00	0.90
8080	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION	807	\$4,200.00	\$4,263.00	0.90	\$4,263.00	\$4,284.00	0.90	\$4,284.00	\$4,327.00	0.90
8090	COMPREHENSIVE ORTHODONTIC TREATMENT-ADULT DENTITION	42	\$4,450.00	\$4,517.00	0.90	\$4,517.00	\$4,539.00	0.90	\$4,539.00	\$4,585.00	0.90
8110	REMOVABLE ORTHODONTIC APPLIANCE	1	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90
8210	REMOVABLE APPLIANCE THERAPY-MINOR HABIT CONTROL	24	\$690.00	\$700.00	0.90	\$700.00	\$704.00	0.90	\$704.00	\$711.00	0.90
8220	FIXED APPLIANCE THERAPY-MINOR HABIT CONTROL	22	\$750.00	\$761.00	0.90	\$761.00	\$765.00	0.90	\$765.00	\$772.00	0.90
8660	PRE-ORTHODONTIC TREATMENT VISIT	67	\$260.00	\$26.00	0.90	\$26.00	\$265.00	0.90	\$265.00	\$26.00	0.90
8670	PERIODIC ORTHODONTIC TREATMENT VISIT (AS PART OF CONTRACT)	6,907	\$208.00	\$28.00	0.90	\$28.00	\$212.00	0.90	\$212.00	\$28.00	0.90
8680	ORTHODONTIC RETENTION	29	\$440.00	\$447.00	0.90	\$447.00	\$449.00	0.90	\$449.00	\$454.00	0.90
8690	ORTHODONTIC TREATMENT (ALTERNATIVE BILLING TO CONTROL FEE)	17	\$250.00	\$254.00	0.90	\$254.00	\$255.00	0.90	\$255.00	\$258.00	0.90
8691	REPAIR OF ORTHODONTIC APPLIANCE	4	\$250.00	\$254.00	0.90	\$254.00	\$255.00	0.90	\$255.00	\$258.00	0.90
8692	REPLACEMENT OF LOST OR BROKEN RETAINER	23	\$300.00	\$305.00	0.90	\$305.00	\$306.00	0.90	\$306.00	\$310.00	0.90
8693	REBONDING OR RECEMENTING, FIXED RETAINERS	6	\$125.00	\$127.00	0.90	\$127.00	\$128.00	0.90	\$128.00	\$129.00	0.90
8999	UNSPECIFIED ORTHODONTIC PROCEDURE	7	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90	\$0.00	\$0.00	0.90
9110	PALLIATIVE (ER) TX-DENTAL PAIN-MINOR PROCEDURE	891	\$59.00	\$60.00	0.05	\$60.00	\$60.00	0.05	\$60.00	\$61.00	0.05
9120	FIXED PARTIAL DENTURE SECTIONING	34	\$125.00	\$127.00	0.85	\$127.00	\$128.00	0.85	\$128.00	\$129.00	0.85
9220	GENERAL ANESTHESIA-FIRST 30 MINUTES	1,044	\$275.00	\$279.00	0.85	\$279.00	\$281.00	0.85	\$281.00	\$283.00	0.85
9221	GENERAL ANESTHESIA-EACH ADDITIONAL 15 MINUTES	390	\$90.00	\$91.00	0.85	\$91.00	\$92.00	0.85	\$92.00	\$92.00	0.85
9230	ANALGESIA, ANXIOLYSIS, INHALATION NITROUS OXIDE	3,104	\$36.00	\$37.00	0.07	\$37.00	\$37.00	0.07	\$37.00	\$38.00	0.07
9241	INTRAVENOUS CONSCIOUS SEDATION-FIRST 30 MINUTES	383	\$275.00	\$279.00	0.85	\$279.00	\$281.00	0.85	\$281.00	\$283.00	0.85

9242	INTRAVENOUS CONSCIOUS SEDATION-FIRST EACH 15 MINUTES	164	\$90.00	\$91.00	0.85	\$92.00	\$92.00	0.85	\$92.00	0.85
9248	NON-INTRAVENOUS CONSCIOUS SEDATION	349	\$0.00	\$0.00	0.80	\$0.00	\$0.00	0.80	\$0.00	0.80
9310	PROF CONSULT (DIAG SERV BY OTHER DENTIST/PHYS)	1	\$38.00	\$39.00	0.73	\$39.00	\$39.00	0.73	\$40.00	0.73
9410	CALL	1	\$150.00	\$152.00	0.05	\$153.00	\$153.00	0.05	\$154.00	0.05
9420	HOSPITAL VISIT	18	\$150.00	\$152.00	0.05	\$153.00	\$153.00	0.05	\$154.00	0.05
9430	OFFICE VISIT FOR OBSERVATION (REGULAR HOURS)	88	\$30.00	\$30.00	0.50	\$31.00	\$30.00	0.50	\$30.00	0.50
9440	OFFICE VISIT - AFTER REGULARLY SCHEDULED HOURS	12	\$150.00	\$152.00	0.50	\$153.00	\$153.00	0.50	\$154.00	0.50
9450	CASE PRESENTATION	6	\$0.00	\$0.00	0.10	\$0.00	\$0.00	0.10	\$0.00	0.10
9610	THERAPEUTIC DRUG INJECTION	112	\$100.00	\$102.00	0.10	\$102.00	\$102.00	0.10	\$104.00	0.10
9612	THERAPEUTIC DRUG INJECTION, TWO OR MORE	6	\$189.00	\$192.00	0.10	\$193.00	\$193.00	0.10	\$195.00	0.10
9630	OTHER DRUGS/MEDICATIONS	616	\$0.00	\$0.00	0.10	\$0.00	\$0.00	0.10	\$0.00	0.10
9910	APPLICATION-DESENSITIZING MEDICATION	274	\$60.00	\$61.90	0.05	\$61.00	\$61.00	0.05	\$62.00	0.05
9911	APPLICATION OF DESENSITIZING RESIN FOR CERVICAL AND/OR ROOT SURFACE, PER TOOTH	31	\$75.00	\$76.00	0.05	\$77.00	\$77.00	0.05	\$77.00	0.05
9920	BEHAVIOR MANAGEMENT BY REPORT	2	\$400.00	\$406.00	0.05	\$408.00	\$408.00	0.05	\$412.00	0.05
9930	COMPLICATIONS (POSTSURGICAL) UNUSUAL CIRCUMSTANCES	13	\$75.00	\$76.00	0.05	\$77.00	\$77.00	0.05	\$77.00	0.05
9940	OCCLUSAL GUARD	396	\$275.00	\$279.00	0.05	\$281.00	\$281.00	0.05	\$283.00	0.05
9941	MOUTHGUARD	8	\$300.00	\$305.00	0.05	\$306.00	\$306.00	0.05	\$310.00	0.05
9942	GUARD	3	\$240.00	\$244.00	0.05	\$245.00	\$245.00	0.05	\$248.00	0.05
9950	CASE	9	\$375.00	\$381.00	0.05	\$383.00	\$383.00	0.05	\$387.00	0.05
9951	OCCLUSION ADJUSTMENT-LIMITED	108	\$67.00	\$68.00	0.05	\$68.00	\$68.00	0.05	\$69.00	0.05
9952	OCCLUSION ADJUSTMENT-COMPLETE	4	\$305.00	\$310.00	0.05	\$311.00	\$311.00	0.05	\$315.00	0.05
9970	ENAMEL MICROABRASION	15	\$195.00	\$198.00	0.05	\$199.00	\$199.00	0.05	\$201.00	0.05
9971	ENAMEL PRJ	16	\$175.00	\$178.00	0.05	\$179.00	\$179.00	0.05	\$181.00	0.05
9972	EXTERNAL BLEACHING - PER ARCH	40	\$275.00	\$279.00	0.05	\$281.00	\$281.00	0.05	\$283.00	0.05
9973	EXTERNAL BLEACHING - PER TOOTH	6	\$200.00	\$203.00	0.05	\$204.00	\$204.00	0.05	\$206.00	0.05
9974	INTERNAL BLEACHING - PER TOOTH	7	\$250.00	\$254.00	0.05	\$255.00	\$255.00	0.05	\$258.00	0.05
9999	UNSPECIFIED ADJUNCTIVE PROCEDURE, BY REPORT	79	\$0.00	\$0.00	0.05	\$0.00	\$0.00	0.05	\$0.00	0.05