

Request for Proposal for Dental Insurance

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for Fully Insured DPPO and DHMO Dental Insurance.

The deadline for receipt of sealed proposals is: **December 19, 2019 at 2:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Segal Consulting
Attn: Jeanna Carlton
1230 W Washington St, Suite 501
Tempe, Arizona 85281-1248

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **November 26, 2019 at 12:00 PM (Arizona Time)**. Questions must be sent to the email address below. Question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Pima Community College webpage listed below on or before **December 4, 2019 at 5:00 PM (Arizona Time)**:

Jeanna Carlton, Segal Consulting
jcarlton@segalco.com

Copies of the Request for Proposal, questions, and answers, and any related documents are available on the Pima Community College Website:

<https://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html>

Please contact Jeanna Carlton with Segal Consulting at jcarlton@segalco.com for the attachments and exhibits not contained in this document. **Since some of this information contains confidential data, it will be sent to your organization upon receipt of a signed confidentiality agreement using a secure email service.**

Jan Posz, C.P.M.
Pima County Community College District
District Finance Office-Purchasing
4905 East Broadway, Room D-232
Tucson, Arizona 85709-1420

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A census file will be provided to vendors after completion and submission of the Confidentiality Agreement contained as Exhibit 3 in this RFP. The completed and signed agreement should be emailed to Jeanna Carlton with Segal Consulting at jcarlton@segalco.com. Vendors will then receive the census file via secure email from the College's consultant, Segal Consulting.

Section 1

Project Summary

1. Request for Proposal Summary

Pima County Community College District (“College” or “District”) is seeking proposals from qualified firms for **Employee Benefit Plan Fully Insured Dental Insurance** in accordance with the Scope of Work specified in this Request for Proposal (RFP).

2. Entity Submitting RFP.

The terms “vendor”, “proposer”, “offerer”, “firm”, “consultant”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

Section 2

Scope of Work

PROJECT SCOPE

It is the intention of the College to continue to offer the current plan designs for the July 1, 2020 through June 30, 2021 plan year.

The College is seeking proposals for the following services:

Fully Insured Dental DHMO and PPO

Fully Insured Dental Insurance

The following components should be included in your response to this section of the RFP:

1. **ACCOUNT MANAGEMENT**
 - Provide a designated Account Manager and Account Management Team
2. **CUSTOMER SERVICE**
 - Provide a designated call and claim unit with toll free telephone access.
 - Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 6:00 PM (AZ time)
3. **OPEN ENROLLMENT SUPPORT**
 - Attend three (3) days of Annual Open Enrollment Meetings in Tucson, Arizona during normal business hours
4. **COMMUNICATION/EDUCATION SUPPORT**
 - Provide bilingual communication/educational materials
5. **BOOKLETS AND IDENTIFICATION CARDS**
 - Provide Summary Plan Descriptions and mail to employees' homes (standard stock)
 - Coordinate and mail ID cards to participants' homes, if applicable.

6. CLAIMS ADMINISTRATION

- Provide claims forms
- Receive claims and process payments of benefits in accordance with the plan designs for all claims incurred
- Correspond with participants and providers if additional information is necessary to complete the processing of claims
- Determine benefits payable under the Plan, pursuant to the terms and conditions of the District's Benefit Plan booklets
- Coordinate benefits payable under the Plan and with other benefit plans, if applicable
- Provide notice to the Participants regarding the reason(s) for denial of benefits (which are denied) and provide for the review of such denied claims
- Provide notice to Participants in the form of an explanation of benefits for claims transactions
- Provide eligibility services, including, but not limited to, tracking and determination of disability for adult children approaching and over age 26
- Perform Recovery of Payments of \$25 or more
- Administer a Fraud and Abuse Detection Program

7. ELIGIBILITY/ENROLLMENT ADMINISTRATION/NOTICES

- Accept eligibility from District's online eligibility system with twice weekly updates (file formats 834, CVS or flat file)
- Administer eligibility based on the District's eligibility criteria

8. REPORTING REQUIREMENTS

Provide timely management reports or internet access to monitor financial and service level performance. Such reports must include the following information, as applicable based on type of coverage provided:

DENTAL PPO

Monthly

- Enrollment (subscriber/member) by coverage tier and status (active/COBRA)
- Premiums paid
- Claims paid by status (active/COBRA) and in-network vs out-of-network.

Annually

- Utilization Report
- Lag Report

DENTAL HMO

Annually

- Enrollment and Premiums Paid
- Utilization Report

9. SECURED INTERNET ACCESS

- Access to Enrollment/Eligibility Administration Portal for Employer
- Access to Claims Administration Portal for Employee to track dental history, estimate dental costs, compare dental service providers for quality and price, search for providers and print/request personal ID cards
- Employer and/or Designated Consultant access to Claims Data Reporting Portal

UNDERWRITING INFORMATION

Carrier History

Delta Dental has underwritten the Dental PPO program since 2015 on an experience-rated, non-dividend eligible basis. Employers Dental Services (EDS) has underwritten the DHMO program since 2005. The RFP includes a copy of the Dental booklets/contracts for your information.

Claims Experience

Historical claims and enrollment information for the DPPO plan is included in the Attachments. No claims experience is available for the DHMO program.

Rate History

| PPO Dental (Delta Dental) | 7/1/16-6/30/17 | 7/1/17-6/30/18 | 7/1/18-6/30/2019 |
|----------------------------------|-----------------------|-----------------------|-------------------------|
| Employee Only | \$ 39.88 | \$ 44.08 | \$ 44.08 |
| Employee + One Dependent | \$ 75.77 | \$ 83.76 | \$ 83.76 |
| Employee + Family | \$111.67 | \$123.38 | \$123.38 |

| DHMO Dental (Employers Dental Services) | 7/1/16-6/30/17 | 7/1/17-6/30/18 | 7/1/18-6/30/2019 |
|--|-----------------------|-----------------------|-------------------------|
| Employee Only | \$8.50 | \$8.76 | \$9.02 |
| Employee + One Dependent | \$16.18 | \$16.67 | \$17.17 |
| Employee + Family | \$23.80 | \$24.51 | \$25.25 |

Eligibility

Benefit eligible employees and their tax qualified dependent children may participate in the benefit plans. A benefit eligible employee is defined as all full-time regular benefits eligible active employees, one-year administrative appointments and board members of the policyholder.

Children up to age 26 are eligible to participate. Domestic partners and the domestic partner's tax qualified dependent children may participate in dental plans. Domestic partner's tax qualified dependent children can only participate in the benefit(s) in which the domestic partner also participates. Insurance elections for a domestic partner and the domestic partner's children can occur at time of new hire or when the employee becomes benefit eligible; otherwise, the employee can only add domestic partner coverage during the Open Enrollment period. Temporary employees and adjunct faculty are not benefit eligible.

Contributions

The District currently contributes \$9.02 per month of the dental premium for the employee, regardless of the selected Dental plan.

Employees pay the cost of dependent Dental. Employees who enroll in the DPPO plan pay the difference between the employee only DPPO rate and the \$8.76 employer contribution. The contribution strategy is not anticipated to change.

Plan Design & Benefit Change History
DPPO Dental

The table below is a representative list of covered services for DPPO benefits. Non-network services are reimbursed at the 90th percentile of UCR. No plan changes have occurred in the last three years. The relaxed implant benefit was added in July 2017.

| Benefit Category | Plan Pays | |
|--|------------------|-------------------|
| | In-Network | Non-Network |
| Diagnostic/Preventive Services (Services do not apply towards Annual Maximum Benefit) | 90% | 80% |
| Basic Services – Deductible Applies | 90% | 80% |
| Major Services – Deductible Applies | 60% | 50% |
| Orthodontics | 60% | 60% |
| Maximums (per covered person) 7/1 - 6/30 | | |
| Annual Maximum (Diagnostic/Basic/Major) | \$2,000 | \$1,500 |
| Lifetime Orthodontic Maximum (Separate Maximum) | \$2,000 | \$1,500 |
| Deductible (per person/per family) 7/1-6/30 (Basic/Major only) | \$25/\$75 | \$50/\$150 |

Premiums are paid on a list-billed basis.

DHMO Dental

A complete schedule of copays is reflected in the EDS Coverage Guide that is included in the Attachments. Premiums are paid on a list-billed basis.

Commissions

For purposes of determining final rates, all proposals should be submitted net of commissions. If commissions cannot be eliminated from your quotation with a dollar for dollar reduction in premium, please identify these commissions and to whom they would be payable on the Premium Rate Exhibit.

Requested Funding, Plan Design and Other Considerations

- The funding should be fully insured, experience rated.
- Plan design should match the current plans with clearly detailed differences where you cannot duplicate benefit levels or exclusions and limitations clearly identified on the Deviations Form. DHMO should match the current schedule as close as possible.
- Dental premium rates should be quoted on a three-tier basis (EE, EE+1 and EE +Family) and with a rate tier ratio of 1.0, 1.9, 2.8.
- Multi-year rates or rate caps will be given greater consideration (more for multi-year than for rate caps) but in no event should rates be guaranteed for less than 12 months. First year rates must be firm.
- All lines of coverage in your proposal must be priced as self-supporting. The District may award to multiple vendors if it finds this to be in the best interest of the District. If your firm is able to provide discounts for the award of multiple coverage, please indicate in the comments section of the Premium Rate Quotation exhibit.
- Performance guarantees should be included in your proposal as requested.

Census

A census file has not been included. This document will be provided to vendors after completion and submission of the Confidentiality Agreement contained as Exhibit 3 in this RFP. The completed and signed agreement should be emailed to Jeanna Carlton with Segal Consulting at jcarlton@segalco.com. Vendors will then receive the census file via secure email.

Section 3

Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

The firm's proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal.

2. Proposal Form

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with the College. Your proposal must include the following documents with signature where required:

- Proposal Form (located in section 5 of this RFP)
- Scope of Work Table (Exhibit 2)
- Prior and Pending Lawsuits (Exhibit 4)
- Fees/Rates Certification Form (Exhibit 5)
- Confidential and Proprietary Submittals Form (Exhibit 6)
- Deviations Form (Exhibit 7)
- Vendor Information Form (Exhibit 8)
- Questionnaire (Exhibit 9)
- Performance Guarantees (Exhibit 10)
- Reporting Requirements (Exhibit 11)
- PPO Dental Plan Comparisons (Exhibit 12)
- Financial Workbook (Exhibits 13a – 13h)
- Geo Access Report (Dental Network Questionnaire (Exhibit 9) [PPO/DHMO] Question 3)
- Sample Contract
- Sample Report Package
- Provider Directory (Dental Network Questionnaire (Exhibit 9) [PPO/DHMO] Question 4)

3. Proposal Copies

The firm must submit one (1) original copy of the proposal, clearly marked "Original", one (1) copy of the proposal, clearly marked "Copy" and one (1) digital PDF copy (except certain exhibits noted below should be provided in native format) of the proposal on media suitable for copying and distributing electronically.

Your proposal must also include a flash drive with the requested Excel exhibits and Word questionnaire in their native format (not PDF). Vendor should be aware that failure to submit the proposal in the requested format may be rejected, subject to College review. PDF copies of signed forms may be submitted separately.

4. Qualifications

Please refer to the Questionnaire for specific questions regarding your qualifications.

5. Response

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this Request for Proposal.

6. Exceptions Requested

Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in the section using the Deviations Exhibit (Exhibit 7). Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

7. PROPRIETARY INFORMATION

In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

Firms wishing to be considered in the selection process who provide confidential or proprietary information must indicate such information in Exhibit 6 marked Confidential/Proprietary information.

8. Cost Proposal

The Cost Proposal should be reflected in the appropriate Excel Workbook (Exhibits 13a – 13h – Financial Workbook) that accompanies this RFP. The Cost Proposal is required to be included with the original proposal.

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. The College is not exempt from paying State and local transaction privilege tax (sales tax).
 - i. Proposals that include equipment or materials should include itemized sales tax in the amount of your proposal.
 - ii. Proposals for services only, are not taxable.
- c. Provide detailed explanations of any assumptions that the proposer made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- d. Identify when the proposer proposes to bill the College (e.g. progress payments, in advance, milestone, weekly, monthly, etc.)
- e. Indicate if any items are optional and specify them in a separate section(s).
- f. Underwriting caveats

Pima Community College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the College for any reason.

9. Award

The initial term of the contract shall be for one year. Four, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

10. Appendix

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.
- b. Details of any past or pending litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm. Vendors to complete Exhibit 4 detailing information related to Pending or Past litigation.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications, and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
- e. Samples of any documentation or form that proposer will require the College to sign.

11. General

- a. **Cost of Proposal Preparation** – The College shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.
- b. **Certification** – By signature on the Proposal Form included herein, the vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, vendor certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).

A valid signature is defined as an officer or other individual with the ability to bind the contract on behalf of the vendor.

Section 4

Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive, responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria, listed in order of importance:

- A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP including matching the requested plan designs, and meeting the contractual requirements.
- B. Network size and disruption.
- C. College's assessment of the Offeror's abilities to meet and satisfy the needs of the College, taking into consideration proposed services, or expertise offered, that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
- D. Qualifications of the Offeror, financial and otherwise, to provide the College with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- E. Cost, including any multi-year rate guarantees. While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees/rates submitted.
- F. Information obtained by the College from Offeror's references or other clients.
- G. Reporting Capabilities.
- H. Performance Guarantees.

If a contractor receives a proposal award, a purchase order is issued, and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the College's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the College, the College reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications.

Section 5 Proposal Form

Date

Proposal of

_____,
(Name)

a corporation organized and existing under the laws of the State of _____;

a partnership consisting of _____; an individual
trading as _____.

(Name)

Request for Proposal: _____

[provide title or brief description]

To: Pima County Community College District ("College")

1. In compliance with your Request for Proposal No. _____, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

Addendum No.

Date

| | |
|--|--|
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| | |
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3. The undersigned Proposer understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: (**check only one**)

() There is no officer or employee of Pima Community College who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

() The names of any and all public officers or employees of Pima Community College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are** () or **are not** () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have** () or **have not** (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) **are** () or **are not** () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) **has** () or **has not** (), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

(Official Name of Firm)

SEAL - If Bidder is a Corporation

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)

Attachment A Insurance

1. GENERAL INSURANCE REQUIREMENTS:

A. Certificates of Insurance: Contractor shall, upon request, submit to the College Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.

B. Self-Insurance: Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.

C. Scope of Insurance Coverage: All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.

D. Additional Insureds: For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

E. Notice of Cancellations, Changes to Coverage: Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Purchasing Representative.

F. Contractor's Personnel, Agents, and Subcontractors: Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

G. Failure to Maintain Insurance: In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

2. INSURANCE COVERAGE REQUIRED:

A. Workers' Compensation Insurance - Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

| | |
|-------------------------|-------------|
| Employer's Liability | Statutory |
| Each Accident | \$1,000,000 |
| Disease – Each Employee | \$1,000,000 |
| Disease – Policy Limit | \$1,000,000 |

B. Commercial (Business) Automobile Liability Insurance – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit

\$1,000,000 (CA 0001)

C. Commercial General Liability Insurance – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

| | |
|--|-----------------------|
| Each Occurrence | \$1,000,000 (CG 0001) |
| General Aggregate | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Blanket Contractual Liability – Written and Oral | \$ 50,000 |
| Fire Legal Liability | \$100,000,000 |

Attachment B

General Terms and Conditions

1. **Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
 - 5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
 - 5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
 - 5.3. To the extent applicable to the subject matter of this Agreement, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
 - 7.1. **College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all

forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.

7.2. Contractor's Intellectual Property. Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

7.3. College Data As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

8. Confidentiality

8.1. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.

8.2. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.

8.3. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

9. Educational Records; FERPA. College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

- 10. Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.
- 11. Privacy and Security.**
- 11.1.** If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 11.2.** At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- 11.3.** Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- 11.4.** In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5.** In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
- 12. Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.
- 13. Use of Names; Trademarks.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
- 14. Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing

security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.

- 15. Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 16. Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
- 18. Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
- 19. Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
- 20. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
- 21. Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
- 22. Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 23. Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety

(90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.

- 24. Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 25. Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
- 26. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of then fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not

permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.

- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.

ATTACHMENT C

VENDOR EXHIBITS

Vendors submitting proposals should complete and sign all of the following documents:

- Exhibit 1 Intent to Propose
- Exhibit 2 Scope of Work
- Exhibit 3 Confidentiality Agreement
- Exhibit 4 Prior and Pending Lawsuits
- Exhibit 5 Fees/Rates Certification
- Exhibit 6 Confidential and Proprietary Submittals
- Exhibit 7 Deviations
- Exhibit 8 Vendor Information Form
- Exhibit 9 Questionnaire
- Exhibit 10 Performance Guarantees
- Exhibit 11 Reporting Requirements
- Exhibit 12 PPO Dental Plan Comparisons
- Exhibit 13 Financial Workbook
 - 13 a. PPO Dental Rates
 - 13 b. PPO Dental Provider Counts
 - 13 c. PPO Dental Disruption
 - 13 d. PPO Dental Procedures
 - 13 e. DHMO Rates
 - 13 f. DHMO Copays
 - 13 g. DHMO Dental Provider Counts
 - 13 h. DHMO Dental Disruption General Dentists
 - 13 i. DHMO Dental Disruption Specialists

Exhibit 1
INTENT TO PROPOSE

Due Date: December 13, 2019

Email: jcarlton@segalco.com

Attn: Jeanna Carlton

RE: Pima County Community College District
Request for Proposal No. P20/10021L

We are in receipt of the above referenced RFP and will/will not be quoting the following service:

| Services | Respond (mark x if you will submit a proposal) | Decline (mark x if you will NOT submit a proposal) | Reason for Decline |
|-------------------------------|--|---|--------------------|
| Fully-Insured PPO Dental Plan | | | |
| Fully Insured HMO Dental Plan | | | |

Name of Company

Address

Phone Number

Email Address

Signature

Exhibit 2
Scope of Work
(See Pages 5 through 7 for Scope of Work)

| Scope of Work | Included |
|---|----------|
| Vendor Name: | |
| Account Management | |
| <ul style="list-style-type: none"> Provide a designated Account Manager and Account Management Team | |
| Customer Service | |
| <ul style="list-style-type: none"> Provide a designated call and claim unit with toll free telephone access. | |
| <ul style="list-style-type: none"> Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 6:00 PM (AZ time) | |
| Open Enrollment Support | |
| <ul style="list-style-type: none"> Attend three (3) days of Annual Open Enrollment Meetings in Tucson, Arizona during normal business hours | |
| Communication/Education Support | |
| <ul style="list-style-type: none"> Provide bilingual communication/educational materials | |
| Booklets and Identification Cards | |
| <ul style="list-style-type: none"> Provide Summary Plan Descriptions and mail to employees' homes (standard stock) | |
| <ul style="list-style-type: none"> Coordinate and mail ID cards to participants' homes, if applicable. | |
| Claims Administration | |
| <ul style="list-style-type: none"> Provide claims forms | |
| <ul style="list-style-type: none"> Receive claims and process payments of benefits in accordance with the plan designs for all claims incurred | |
| <ul style="list-style-type: none"> Correspond with participants and providers if additional information is necessary to complete the processing of claims | |
| <ul style="list-style-type: none"> Determine benefits payable under the Plan, pursuant to the terms and conditions of the District's Benefit Plan booklets | |
| <ul style="list-style-type: none"> Coordinate benefits payable under the Plan and with other benefit plans, if applicable | |
| <ul style="list-style-type: none"> Provide notice to the Participants regarding the reason(s) for denial of benefits (which are denied) and provide for the review of such denied claims | |
| <ul style="list-style-type: none"> Provide notice to Participants in the form of an explanation of benefits for claims transactions | |
| <ul style="list-style-type: none"> Provide eligibility services, including, but not limited to, tracking and determination of disability for adult children approaching and over age 26 | |
| <ul style="list-style-type: none"> Perform Recovery of Payments of \$25 or more | |

| Scope of Work | Included |
|---|----------|
| Vendor Name: | |
| <ul style="list-style-type: none"> Administer a Fraud and Abuse Detection Program | |
| Eligibility/Enrollment Administration/Notices | |
| <ul style="list-style-type: none"> Accept eligibility from District's online eligibility system with twice weekly updates (file formats 834, CVS or flat file) | |
| <ul style="list-style-type: none"> Administer eligibility based on the District's eligibility criteria | |
| Reporting Requirements | |
| <ul style="list-style-type: none"> Provide timely management reports or internet access to monitor financial and service level performance. Such reports must include the following information, as applicable based on type of coverage being provided: | |
| Dental PPO | |
| Monthly | |
| <ul style="list-style-type: none"> Enrollment (subscriber/member) by coverage tier and status (active/COBRA) | |
| <ul style="list-style-type: none"> Premiums paid | |
| <ul style="list-style-type: none"> Claims paid by status (active/COBRA) and in-network vs. out-of-network | |
| Annually | |
| <ul style="list-style-type: none"> Utilization Report | |
| <ul style="list-style-type: none"> Lag Report | |
| Dental HMO | |
| Annually | |
| <ul style="list-style-type: none"> Enrollment and Premiums Paid | |
| <ul style="list-style-type: none"> Utilization Report | |
| Secured Internet Access | |
| <ul style="list-style-type: none"> Access to Enrollment/Eligibility Administration Portal for Employer | |
| <ul style="list-style-type: none"> Access to Claims Administration Portal for Employee to track dental history, estimate dental costs, compare dental service providers for quality and price, search for providers and print/request personal ID cards | |
| <ul style="list-style-type: none"> Employer and/or Designated Consultant access to Claims Data Reporting Portal | |

| Scope of Work | Included |
|--|----------|
| Vendor Name: | |
| COMMENTS (for use in providing additional comments/caveats to any section of the Scope of Work) | |
| | |

Exhibit 3
CONFIDENTIALITY AGREEMENT
To Be Used by Entities
Responding to the RFP Prepared by The Segal Company

Date: _____

Name: _____

Job Title: _____

Company Name: _____

Business Address: _____

This confidentiality agreement is between The Segal Group, Inc., the parent of The Segal Company, on behalf of The Segal Company operating subsidiaries, (hereafter "Segal") and _____, on behalf of itself and all of its subsidiaries and affiliates, (hereafter "Bidder") and is executed in connection with a bid that Bidder intends to submit to Segal in response to an RFP prepared by Segal on behalf of its Clients (each hereafter "Client.").

In order to prepare a responsive bid, Bidder needs to receive certain Client health plan information and data, including individually identifiable health information pertaining to Client health plan participants and beneficiaries, as well as other Segal Proprietary Information consisting of the RFP questionnaire/RFI specifications and any associated financial spreadsheets (collectively "Segal's Proprietary Information"). Segal and Bidder agree that the term "individually identifiable health information" refers to any health information that is not "de-identified," as defined in 45 C.F.R. Section 164.514(b)(2). In addition, in order to evaluate the bids submitted by Bidder, Segal and Client may need to receive certain proprietary information from Bidder including, but not limited to provider-specific network allowances or provider-specific reimbursement arrangements and Maximum allowable Cost ("MAC") list, including corresponding MAC pricing ("Bidder's Proprietary Information"). Segal's Proprietary Information and Bidder's Proprietary Information are collectively referred to as "Proprietary Information."

Segal and Bidder agree to provide the necessary Proprietary Information in connection with the RFP and the parties agree as follows:

1. Bidder will use Segal's Proprietary Information only for the purpose of preparing Bidder's bid/response to the RFP and subject to paragraph 5 of this Agreement. Segal will use Bidder's Proprietary Information only for the purpose of evaluating the bid/response submitted by Bidder and subject to paragraph 5 of this Agreement.
2. Bidder and Segal agree that only those individuals employed by Bidder or Segal (respectively) who have a need to know Proprietary Information to prepare the bid/response or evaluate the bid/response and have been made aware of the terms of this Agreement and have agreed to

abide by its terms will have access to Proprietary Information of the other party (“Bidder’s Representatives” and “Segal’s Representatives”).

3. Neither Bidder nor any of its Representatives will disclose Segal’s Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare the bid/response, Bidder obtains Segal’s prior written consent to the disclosure, which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provisions substantially equivalent to this one; or (b) required by law. Neither Segal nor any of its Representatives will disclose Bidder’s Proprietary Information to any person or entity outside of Segal (other than Client), unless such a disclosure is: (a) necessary to evaluate the bid/response, Segal obtains Bidder’s prior written consent to the disclosure, which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provisions substantially equivalent to this one; or (b) required by law.
4. Bidder and Segal agree to use commercially reasonable efforts to maintain the security of the Proprietary Information of the other party.
5. Each party will return the other party’s Proprietary Information to the other party or destroy it upon completion of the RFP process if such return or destruction is feasible, except that each party may retain an archival copy of the other party’s Proprietary Information for its files, subject to its continued compliance with its obligations under this Agreement. If a party determines that return or destruction of some or all of the other party’s Proprietary Information is not feasible, such party agrees to: (a) extend the protections of this Agreement to any retained information for as long as the party retains it; and (b) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Each party will report to the other party any use and/or disclosure of the other party’s Proprietary Information that is not permitted by this Agreement.
7. Each party shall regard and preserve as confidential all of the other party’s Proprietary Information that has been or may be obtained by such party during the course of the RFP process, whether Bidder or Segal has such information in memory, or in writing or in other physical form. Neither party shall, without written authority from the other party, use for such party’s benefit or purposes, either during the RFP process or thereafter, any Proprietary Information of the other party except as permitted herein.
8. With respect to the RFP and the Proprietary Information exchanged in connection therewith, the obligations assumed by the parties in this Agreement shall continue beyond completion of the RFP process.
9. Bidder shall and does hereby indemnify, defend and hold harmless Segal and their respective officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Segal may incur or suffer and that result from, or are related to, any breach or failure of Bidder and

Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.

10. Bidder recognizes that any breach of the covenants contained in this Agreement would irreparably injure Segal. Accordingly, Segal may, in addition to pursuing its other remedies, seek an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
12. This Agreement shall be binding upon Segal and Bidder and their respective successors, assigns, heirs, executors and administrators.
13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made on and performed within the State of New York.

Intending to be legally bound, the Parties have executed this Agreement.

The Segal Group, Inc.

Bidder

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 4
PRIOR AND PENDING LAWSUITS

Name of Company:

Signature:

Date: _____

Describe any pending or closed lawsuits against your organization in the past five (5) year below.

Authorized Signature

Firm Name

Date

Exhibit 5
FEES/RATES CERTIFICATION

The fees/rates charts (and any attached fee pages) have been checked and rechecked for accuracy and are now submitted to Pima County Community College District on this _____ day of December 2019.

Questions specifically related to these fees/rates should be addressed to:

Name: _____

Title: _____

Email address: _____

Telephone: _____

Authorized Signature

Firm Name

Date

Exhibit 6
CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary. **The District will only review the specific areas listed below and will not review the entire proposal for confidential information indicators.** Identification in this section does not guarantee that disclosure will be prevented, but that the item will be subject to review by the Offeror and THE DISTRICT representative prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

| Questionnaire Number | Page Number |
|----------------------|-------------|
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Firm Name

Authorized Signature

Exhibit 8 Vendor Information Form

| | |
|------------------------------|--|
| Organization Name: | |
| Contact Person's Name | |
| Title | |
| Address | |
| City/State/Zip | |
| Phone Number | |
| E-mail Address | |
| Fax Number | |

Please provide references for each type of coverage you are proposing:

References – FULLY INSURED DENTAL

| CURRENT PUBLIC SECTOR REFERENCES | | | | |
|---|--------------|----------------------------------|--------------------|---------------------|
| Name | Contact Name | Phone Number and Client Location | Number of Members | Contract Start Date |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| RECENTLY TERMINATED PUBLIC SECTOR CLIENT REFERENCES | | | | |
| Name | Contact Name | Phone Number | Termination Reason | Termination Date |
| | | | | |
| | | | | |
| | | | | |

_____ Authorized Signature

Exhibit 9
QUESTIONNAIRE

Instructions to Vendors:

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING*****

- Provide answers to the questionnaires in MS Word format.
- **The questionnaire contains different types of formats: Yes or No (with and without narrative) and Narrative. For the Yes or No questions (without narrative), DO NOT provide narrative in your response, except to refer the reader to an appendix or location where additional information is provided, if necessary.**
- Provide an answer to each question even if the answer is “not applicable” or “unknown.”
- Answer the question as directly as possible.
 - If the questions asks “How many...” provide a number
 - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Lengthy responses may be truncated when displayed...to avoid this, be concise in your response. Use bullet points as appropriate. Reconsider how to word any response that exceeds 200 words in length so that the response contains the **most important points** you want displayed. Refer the reader to an appendix/attachment for further information.
- Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments.
- **Vendor will be held accountable for accuracy/validity of all answers.**
- RFP responses to the questionnaire will become part of the contract between the winning Vendor and the College.

NOTE: Answers to the questions must be provided in hard copy and MS Word format on Flash Drive.

DO NOT PDF or otherwise protect the Flash Drive.

Submit the signed copies of your documents as a separate PDF.

MINIMUM CONTRACTUAL REQUIREMENTS

ALL VENDORS MUST COMPLETE

Indicate “Yes” or “No” as to your organization’s ability to meet the minimum requirements. **Failure to complete this form and include it with your response may result in elimination from consideration.**

A “Yes” response shall result in the provision being adopted in the final contract. No deviations will be accepted for “YES” answers in this section.

| MINIMUM CONTRACTUAL REQUIREMENTS | YES | NO |
|--|-----|----|
| 1. Proposal, Interview, and Best and Final Responses Become Part of Contract: Do you agree that your written response to this RFP, written information provided as part of an interview and written responses provided during a Best and Final negotiation become part of the contract between your organization and Pima Community College District? | | |
| 2. Agree that your proposal and pricing are not contingent on acceptance of other coverages or services outside the scope of this RFP. | | |
| 3. Effective Date of Offer: Bid terms are guaranteed for at least 180 days from the proposal due date. | | |
| 4. You agree that the Contract has a length of one (1) year with the option to renew for four (4) additional one year periods. | | |
| 5. Fees/Rates are guaranteed for a minimum of 12 months. | | |
| 6. Confirm the rates and fees quoted in your proposal are firm and will not be recalculated based on actual enrollment. | | |
| 7. Do you agree that any size variance provision will not be less than 20% of the enrollment at the beginning of each plan year? | | |
| 8. Proper Licensure: Do you agree to maintain proper licensure as required by any state law where it relates to the services that you will be performing for the Pima Community College District? | | |
| 9. Prior Notice of Major Operational Changes: Do you agree to provide no less than 30 day notice to Pima Community College District for any changes involving the sale, merger, data breaches, layoffs, participating provider facility terminations, consolidation or outsourcing of services to foreign workers that will impact Pima Community College District? | | |
| 10. Subcontracting: | | |
| a. List any services related to the Scope of Work of this RFP that you currently subcontract (or plan to subcontract for this contract) and the name of the vendor(s) to whom you subcontract. | | |
| b. Do you agree to provide advanced written notice to the College if you decide to subcontract for any services related to the Scope of Work? | | |

| MINIMUM CONTRACTUAL REQUIREMENTS | YES | NO |
|--|-----|----|
| c. Do you understand that if you use subcontractors in the delivery of your services under this proposal your firm is responsible for the timeliness, accuracy, privacy, comprehensiveness, and reporting components of the subcontractor's services? | | |
| d. Explain any of your current contractual relationships with a third-party firm in which the third party firm will be paid by the College either directly or indirectly during the course of the contract with the College (e.g. % of savings). | | |
| 11. HIPAA Compliance: Vendor attests to meeting all applicable HIPAA EDI, Privacy, Security, and HITECH requirements and agrees to hold Pima Community College District harmless for breaches that are the result of the vendor's actions. Further, you agree to perform all of the duties associated with breach notification and assume financial responsibilities for the breach notice and notify plan participants if there is a breach and you will pay for 24 months of identity theft repair and credit monitoring services for those plan participants impacted by the breach. | | |
| 12. The successful vendor's proposal must contain provisions reserving these rights to Pima Community College District: No-Loss, No-Gain & Waiver of Actively-at-Work: Current participants in any of Pima Community College District's sponsored DPPO and/or DHMO programs will be provided coverage on a "no-loss, no-gain" basis. Any "actively-at-work" or non-confinement requirements will be waived on the effective date for all members or dependents participating in the plan immediately prior to the effective date of your contract with Pima Community College District. | | |
| 13. Eligibility Rules and Uncertain Claimant Eligibility Situations: The vendor agrees to the specified eligibility rules established by Pima Community College District. The vendor(s) must communicate directly with Pima Community College District regarding any uncertain claimant eligibility situations before notifying the claimant of ineligibility. | | |
| 14. Eligibility Rules and Procedures for Retroactive Termination and Reconciliation: The vendor agrees to the specified eligibility rules established by Pima Community College District. Upon receipt of a retroactive termination, the vendor must review the applicable patient histories and initiate recovery efforts for any overpayments resulting from the late termination notice. | | |
| 15. No Member Communication Without District Consent: The vendor will not automatically enroll Pima Community College District in any programs that involve any type of communication with members, without express written consent from Pima Community College District. | | |
| 16. On-Line Historical Data: Maintain at least five (5) years of Pima Community College District's claims data (all fields indicated on the billing) and eligibility information at all times. | | |
| 17. Pended Claims: Make available, upon request, reports regarding the number and nature of claims pended, if your organization is processing the claims. | | |

| MINIMUM CONTRACTUAL REQUIREMENTS | YES | NO |
|---|-----|----|
| <p>18. Recoveries: 100% of all validated recoveries made through the vendor, its subcontractors, or Pima Community College District audits will be credited to Pima Community College District's experience.</p> | | |
| <p>19. Maintenance, Ownership, and Transfer of Records:</p> <ul style="list-style-type: none"> a) The vendor will be required to maintain all pertinent records for seven years. This is in conjunction with prudent business practice and (as applicable) ERISA provisions; and b) The vendor will be charged with the safekeeping of plan experience information; and c) In the event of contract termination, and related to contract termination, the vendor will be required to cooperate with Pima Community College District, or their representative, in the prompt, accurate, and orderly transfer of Pima Community College District's plan experience, claims and utilization information to Pima Community College District or its designated succeeding DPPO and vision plan/carrier at no added fee. | | |
| <p>20. Termination Provisions: The College may terminate the contract at any time by giving 30 days written notice. The successful bidder may only terminate the contract by giving notice 120 days in advance. The College can terminate the contract without cause or financial penalty at any time during the duration of the contract.</p> | | |
| <p>21. Upon the termination of the agreement with the College, you will cooperate fully with the College and/or its subsequent service provider in order to effect an orderly transition of services from your organization to a subsequent service provider, at no added fee.</p> | | |
| <p>22. Renewal Notification: The vendor must provide any rate changes in writing with full justification by January 1 of the prior plan year for a July 1 effective date. Additionally, the vendor must provide the following with each renewal package:</p> <ul style="list-style-type: none"> a. Any contract language changes requested b. Specific justification of rate/fee changes c. Current enrollment by rate class d. Additional options for consideration e. All underwriting caveats f. Any proposed plan design or benefit changes | | |
| <p>23. Assignment or Transfer of Rights: Do you agree that you will not assign or transfer the rights or obligations of the contract or any portion thereof, without the prior written approval of Pima Community College District?</p> | | |

| MINIMUM CONTRACTUAL REQUIREMENTS | | YES | NO |
|--|-------------|-----|----|
| 24. Commissions: a) Is your proposal submitted net of commissions? b) If commissions are built into your rates and cannot be stripped out of them will you pay them to the District's consultant, the Segal Group? | | | |
| MINIMUM CONTRACTUAL REQUIREMENTS | | | |
| If you answered "No" to any of the questions above, please provide an explanation below: | | | |
| Requirement No. | Explanation | | |
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| <p align="center">GENERAL INFORMATION ALL VENDORS</p> | <p align="center">VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)</p> | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| <p>1. Organization background:</p> <p>a. Organization's name.</p> <p>b. Corporate headquarters address.</p> <p>c. City & State that will service the District's account.</p> <p>d. Does your firm have a local office?</p> <p>e. Date your firm became operational.</p> <p>f. Date your firm became operational for the services requested in this RFP.</p> <p>g. Ownership of your firm.</p> | <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | | | | |
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| <p>2. Provide the following information for the primary contact during the RFP process:</p> <p>Contact Person's Name</p> <p>Title</p> <p>City/State/Zip</p> | <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | | | | |
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| <p>3. Complete the following information about the individual from your organization who will be assigned as the OVERALL ACCOUNT MANAGER for the District:</p> <p>Contact Person's Name</p> <p>Title</p> <p>City/State/Zip</p> <p>Time in current position?</p> <p>Normal workday hours (i.e. 9-5)</p> | <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | | | | |
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| GENERAL INFORMATION ALL VENDORS | VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line) | | | | | | | | | | | | | | | |
|---|--|--|--------------------------|--|--------|------|--|--|--|--|--|--|--|--|--|--|
| <p>4. Complete the following information about the individual from your organization who will be assigned as the PRIMARY DAY-TO-DAY CONTACT for the District:</p> <p>Contact Person's Name</p> <p>Title</p> <p>City/State</p> <p>Time in current position?</p> <p>Normal workday hours (i.e. 9-5)</p> | | | | | | | | | | | | | | | | |
| <p>5. Indicate your firm's most recent ratings by all of the following agencies:</p> <p>A.M. Best</p> <p>Standard and Poor's (S&P)</p> <p>Fitch</p> <p>Moody's</p> <p>Weiss</p> | <table border="1"> <thead> <tr> <th colspan="2" data-bbox="829 959 1443 1014">Month and Year of Rating</th> </tr> <tr> <th data-bbox="829 1020 1138 1075">Rating</th> <th data-bbox="1143 1020 1443 1075">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="829 1081 1138 1136"></td> <td data-bbox="1143 1081 1443 1136"></td> </tr> <tr> <td data-bbox="829 1142 1138 1197"></td> <td data-bbox="1143 1142 1443 1197"></td> </tr> <tr> <td data-bbox="829 1203 1138 1257"></td> <td data-bbox="1143 1203 1443 1257"></td> </tr> <tr> <td data-bbox="829 1264 1138 1318"></td> <td data-bbox="1143 1264 1443 1318"></td> </tr> <tr> <td data-bbox="829 1325 1138 1356"></td> <td data-bbox="1143 1325 1443 1356"></td> </tr> </tbody> </table> | | Month and Year of Rating | | Rating | Date | | | | | | | | | | |
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| <p>6. If there has been any downgrade in your ratings in the last 2 years please explain the nature and reason(s) for such change.</p> | | | | | | | | | | | | | | | | |
| <p>7. Implementation:</p> <p>a. What is the minimum implementation lead-time needed to initiate the proposed services?</p> <p>b. List any transition issues the District should consider.</p> <p>c. List any specific administrative procedures or information your firm will need from the District in order to implement your services?</p> | | | | | | | | | | | | | | | | |

| <p align="center">GENERAL INFORMATION ALL VENDORS</p> | <p align="center">VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)</p> |
|---|---|
| <p>8. Identify any services under any subsequent contract that may be awarded as part of this RFP that are currently or planned to be performed outside the borders of the United States.</p> | |
| <p>9. Do you agree to provide the District a clear path (representative phone number or email, etc.) for employees to register complaints?</p> | |

| <p align="center">CUSTOMER SERVICE OPERATIONS DENTAL</p> | <p align="center">VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)</p> |
|--|---|
| <p>1. Will there be a designated team of customer service representatives for the District?</p> | |
| <p>2. Will you provide a toll-free customer service number for claim and benefit inquiries?</p> | |
| <p>3. Are questions regarding provider billing, benefits, or member grievances covered by the same phone number? If not, please explain.</p> | |
| <p>4. What hours and days are live customer service representatives available (indicate using AZ time)?</p> | |
| <p>5. Are your customer service representatives located in the continental US?</p> | |
| <p>6. What alternative services do you provide? (i.e., Assistance for the hearing impaired, 24-hour toll-free automated benefits and eligibility, bilingual option, customer service accessible via the internet, etc.).</p> | |
| <p>7. Please provide the following statistics for 2018 and 2019 (ytd):</p> <p>Average speed to answer: ___% within 30 seconds</p> <p>Busy rate: ___ seconds</p> <p>Abandonment Rate : ___%</p> | |
| <p>8. Will the District have online access to address additions, terminations, and status changes?</p> | |
| <p>9. Are plan participants able to access a web portal for:</p> <p>a. Status of claims?</p> <p>b. Benefit brochure?</p> | |

| <p>CUSTOMER SERVICE OPERATIONS DENTAL</p> | <p>VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)</p> |
|---|--|
| <p>c. ID cards? d. Cost estimator of common services e. Cost of services by a specific provider f. Network Provider Quality g. Deductible/benefit maximum accumulator</p> | |
| <p>10. Can the District and their designated Consultant access eligibility and reporting through a secure website?</p> | |
| <p>11. What kind of reports can the District retrieve online?</p> | |
| <p>12. What other kinds of information can the District obtain through your website?</p> | |
| <p>13. Please provide a temporary login/password so the District can evaluate your tools.</p> | |
| <p>14. How are billing discrepancies reconciled?</p> | |
| <p>15. What methods does your organization use to measure customer satisfaction?</p> | |
| <p>16. Provide a copy of your most recent customer satisfaction survey statistics.</p> | |
| <p>17. How do your providers recognize a patient as a participant in your program – voucher, ID card, electronic connection to your eligibility database, etc.? Please explain.</p> | |

| DENTAL BILLING PROCESS | VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line) |
|---|---|
| 1. When is premium due and when is it considered delinquent? | |
| 2. How do you handle reconciliation of billing and enrollment issues? | |
| 3. How often would you audit the District for eligibility discrepancies? | |
| 4. The District would prefer at a minimum current month plus 60 days for retroactive terminations. What is your timeframe allowed for retroactive terminations? Is this negotiable? | |

| DENTAL NETWORK (PPO/DHMO) | VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line) |
|--|---|
| <p>4. Provide electronic copies of your proposed PPO and DHMO Pima County network providers in Microsoft Excel format. Fields should include the following:</p> <ul style="list-style-type: none"> • Provider last name (Please do not put generation indicator i.e. Jr. III...or designation such as DDS or DMD in this field) • Provider first name (Please do not combine first and last names in the same field) • Provider NPI • Provider Street address (Only include physical locations not billing addresses such as P.O. Box) • Provider City • Provider State • 5-digit zip code (Some zips start with 0. Please don't use number format which deletes the 0.) | |
| <p>5. Did you complete the PPO and/or DHMO provider counts in the Excel Financial workbook Exhibit 13b (PPO) and/or 13g (DHMO)?</p> | |
| <p>6. Provide the number of network providers that were terminated in the District's service area during the past 12 months:</p> <ul style="list-style-type: none"> a. By your organization b. By the provider | |
| <p>7. What changes do you anticipate to your network over the next two years?</p> | |

| DENTAL NETWORK (PPO/DHMO) | VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line) |
|---|---|
| 8. Did you complete the appropriate disruption tab in the Excel Financial workbook Exhibit 13c (PPO) and/or 13H (DHMO)? | |
| 9. How does your organization measure the quality of care provided by the providers in your network? | |
| 10. How many complaints per 1,000 visits do you receive on your network providers? | |
| 11. Do any network providers include night or weekend hours? | |
| 12. In the past 12 months and for the District's service area, what were the average number of days between a request for non-emergency appointment and the actual visit for the network you are proposing? | |

| DENTAL PPO BENEFIT ADMINISTRATION | VENDOR RESPONSE |
|---|-----------------|
| <p>1. a. Does your proposed plan include any exclusions or limitations that are more restrictive than the current plan?</p> <p>b. Does your proposed plan include any services paid in a different benefit class than the existing plan design?</p> <p>c. Does your proposal include any pre-existing condition limitations?</p> <p>d. If yes to 'a', 'b', or 'c' above, identify any differences in the Deviations Exhibit #7. Do not merely refer the reader to your proposal but specifically detail in the exhibit.</p> | |
| <p>2. Please identify whether or not your proposal includes orthodontia coverage for children, adults or both.</p> | |
| <p>3. Describe how treatment in progress (at initial takeover) will be covered. How will orthodontic claims be adjudicated? What portion of claim expenses will be honored?</p> | |
| <p>4. Describe how treatment in progress will be covered if your plan is terminated during an episode of treatment. What services (i.e., root canal, crowns, etc.) are covered and for what amounts?</p> | |
| <p>5. Describe any missing tooth limits your plan may have for new participants.</p> | |
| <p>6. Describe how you would handle a late entrant.</p> | |
| <p>7. Are medications covered under the dental plan?</p> | |
| <p>8. Are implants covered under the dental plan?</p> | |

| DENTAL PPO BENEFIT ADMINISTRATION | VENDOR RESPONSE |
|---|------------------------|
| 9. How does your plan handle a resin composite filling on teeth that traditionally would be treated with an amalgam? | |
| 10. If benefits under the District's plan are exhausted or not covered, can members take advantage of your negotiated pricing? If not, please explain. | |
| 11. How will your plan pay benefits for students who reside outside of the state? | |
| 12. Describe how your pretreatment review system operates and the current turnaround time. | |
| 13. Will you agree to permit annual open enrollment periods at which time no pre-existing condition limitations will apply to participants and their dependents transferring between plans? | |
| 14. What additional benefits do you offer to pregnant women? | |
| 15. What additional benefits do you offer for plan participants with diabetes? | |
| 16. Does your plan allow nitrous oxide analgesia? If so, please indicate any additional costs. | |
| 17. What types of sedatives do you cover and what are the coverage limitations? | |
| 18. Do you cover temporary fillings? | |
| 19. Confirm Guided Tissue Regeneration is provided one (1) per tooth per lifetime under your proposed plan? | |
| 20. Up to what age do you cover fluoride treatments and how often? | |
| 21. Up to what age do you cover sealants and how often? | |

| DENTAL PPO BENEFIT ADMINISTRATION | VENDOR RESPONSE |
|---|-----------------|
| 22. Did you complete the PPO procedures chart in the Excel Financial workbook Exhibit 13d? | |
| 23. Please confirm your proposed plan matches the current plan by not counting the following services towards the annual maximum: <ul style="list-style-type: none"> • Exams • All X-rays • Cleanings (routine prophylaxis) • Fluoride Treatments • Space Maintainers | |

| DENTAL PPO CLAIM ADMINISTRATION SERVICES | VENDOR RESPONSE |
|--|-----------------|
| 1. Please confirm your PPO dental plan offer is standalone and that your proposal assumes the District will continue to offer a DHMO plan alongside a PPO dental plan. | |
| 2. What location would process the District's claims? | |
| 3. What is your company's claims processing turn-around time for dental claims not involving coordination of benefits? | |
| 4. Does your claim system have any protections against fraud by: a. Providers b. Members c. Employees | |
| 5. Does your claim system have any protections against unbundling and/or upgrading claims? If so, describe in detail. | |
| 6. a. How are network claims processed? b. Are any authorization forms necessary or ID cards required? c. Do members pay up-front and submit claims for reimbursement or are members responsible for only plan copays, deductibles and coinsurance? d. If paper claim submission is required, what is the turn-around time for a member's claim to be processed (date of receipt to date check is issued)? e. Are there any time limits for submitting claims? | |

| DENTAL PPO CLAIM ADMINISTRATION SERVICES | VENDOR RESPONSE |
|--|-----------------|
| 7. a. Will your organization process any non-participating provider claims? b. How are non-network claims processed? | |
| 8. How do you determine Usual, Customary, and Reasonable (UCR) for non-network dental benefits (e.g., own data, percentile of HIAA data, relative value scale, Fair Health)? | |
| 9. Does your plan use maximum allowable cost for limiting non-network allowances? | |
| 10. What UCR level have you used for non-network claims? | |
| 11. What percent of Fair Health for zip code 857 is your non-network allowance? | |
| 12. Explain how maximum allowable charges are determined geographically: a. By the location of the employer, or the provider of dental services? Other? Please explain. b. How are specific areas delineated (e.g., 5 digit zip, 3 digit zip, county)? | |
| 13. How often is data updated? | |
| 14. What steps are taken if the maximum allowable charge is uncoded? | |
| 15. How are the District and plan participants supported in their resistance to charges in excess of the maximum allowable charge? | |
| 16. How can a claimant find out what the maximum allowable charge is for a particular procedure in advance of having the procedure performed? | |

| DENTAL PPO CLAIM ADMINISTRATION SERVICES | VENDOR RESPONSE |
|--|-----------------|
| 17. With respect to dental surgery, do you ever reimburse assistant surgeons? What is the basis for such a determination and how is the allowance for the assistant surgeon, if any, calculated? | |
| 18. When you are COB secondary payor, do you use your UCR profiles or those of the primary carrier to determine your level of reimbursement? | |

| DENTAL PPO PLAN UNDERWRITING | VENDOR RESPONSE |
|--|-----------------|
| 1. What experience period will be used for the first renewal (e.g., first 6 months)? What period will be used in subsequent renewals? | |
| 2. How much would the group have to change in size before the credibility percentages above would vary by more than 10 percent? | |
| 3. What credibility do you anticipate assigning to the District's experience at: First Renewal? Subsequent? | |
| 4. How will projected incurred claims be estimated? | |
| 5. a. Do you agree to use District specific lag to determine paid to incurred adjustments for renewal calculations? b. If no, describe how you adjust paid claims to incurred claims? What standard reserve factor would you use? | |
| 6. What is your 2019 and anticipated 2020 PPO trend for your proposed plan in Pima County? | |
| 7. Is retention calculated as a percentage of claims, a percentage of premium, or a per capita basis? | |

| DENTAL HMO | VENDOR RESPONSE |
|--|-----------------|
| 1. Are you able to administer ALL the DHMO program benefits? (If no, confirm you have completed the Deviations Exhibit contained in the RFP.) | |
| 2. Indicate the schedule name or number for the plan you are proposing. | |
| 3. Is each member of a family allowed to select their own individual primary care dentist under your Dental HMO plan? | |
| 4. How often can a member change their primary dentist selection? | |
| 5. How can the selection change be made, i.e., calling customer service, online, etc.? | |
| 6. When would the change be effective? | |
| 7. Does your plan's copay schedule apply to specialists or must members pay a different fee (e.g. discount from providers' normal charge)? | |
| 8. What performance standards do you require of dentists with respect to scheduling routine dental care? | |
| 9. What performance standards do you require of dentists with respect to emergency care? | |
| 10. Do your primary care dentists serve as "gatekeepers" for specialty referrals? If not, how are specialty referrals monitored for appropriateness? | |
| 11. What is the average waiting time for routine cleanings, other routine appointments, first appointments, emergency appointments? How often do you monitor this? | |
| 12. What method do you use to verify that participants are treated the same as the provider's fee for service patients? | |
| 13. Does your plan allow nitrous oxide analgesia? If so, please indicate any additional costs. | |

| DENTAL HMO | VENDOR RESPONSE |
|--|-----------------|
| 14. Does your plan cover dental implants? | |
| 15. What types of sedatives do you cover and what are the coverage limitations? | |
| 16. Do you cover temporary fillings? | |
| 17. Do you cover Guided Tissue Regeneration? | |
| 18. Up to what age do you cover fluoride treatments and how often? | |
| 19. Up to what age do you cover sealants and how often? | |
| 20. Did you complete the DHMO copay schedule in the Excel Financial workbook Exhibit 13f? | |
| 21. Include a complete copy of your copay and fees schedule including any exclusions and limitations with your response. | |
| 22. Do you agree not to change the schedule for the duration of the period you have guaranteed rates? | |
| 23. Describe how treatment in progress (at initial takeover) will be covered. How will orthodontic claims be adjudicated? What portion of claim expenses will be honored? | |
| 24. Describe how treatment in progress will be covered if your plan is terminated during an episode of treatment. What services (i.e., root canal, crowns, etc.) are covered and for what amounts? | |
| 25. Describe any missing tooth limits your plan may have for new participants. | |
| 26. Describe how you would handle a late entrant. | |
| 27. Are medications covered under the dental plan? | |
| 28. How does your plan handle a resin composite filling on teeth that traditionally would be treated with an amalgam? | |

| DENTAL HMO | VENDOR RESPONSE |
|---|------------------------|
| 29. How will your plan pay benefits for students who reside outside of the state? | |
| 30. What additional benefits do you offer to pregnant women? | |
| 31. What additional benefits do you offer for plan participants with diabetes? | |

Exhibit 10 Performance Guarantees

For each line of coverage bid, include performance guarantees you are willing to offer and the maximum you are willing to put at risk. The District is interested in guarantees around implementation, vendor scorecard, timely processing of eligibility, customer service call wait times, timely and accurate payment of claims, and maintaining the size of your network (dental and vision).

| PERFORMANCE GUARANTEES: DENTAL PPO | | |
|---|--------------|-------------------|
| Category | How Measured | Financial Penalty |
| | | |

| PERFORMANCE GUARANTEES: DENTAL DHMO | | |
|--|--------------|-------------------|
| Category | How Measured | Financial Penalty |
| | | |

Exhibit 11 Reporting Requirements

| REPORTING – ALL VENDORS | | | | | | |
|--|----------------------------|---------|--------|--------------------------|------------------------|----------------|
| Coverage Line | Month | Quarter | Annual | Vendor Response (Y or N) | Online Access (Y or N) | Excel (Y or N) |
| Dental PPO | | | | | | |
| Enrollment (subscriber/member) by coverage tier and active/cobra. | X | | | | | |
| Premiums paid | X | | | | | |
| Claims <u>paid</u> by Status (active/cobra) and in-network vs out of network | X | | | | | |
| Utilization report | | | X | | | |
| Lag report | | | X | | | |
| Dental HMO | | | | | | |
| Enrollment and premiums paid | | | X | | | |
| Utilization report | | | X | | | |
| Ad Hoc Reporting Capabilities | | | | | | |
| Ability for the District to generate Ad Hoc Reports | Determined by the District | | | | | |

| EXHIBIT 12 – PPO DENTAL | | | | |
|---|-------------------------------|-----------------------|----------------------|-----------------------|
| PIMA COUNTY COMMUNITY COLLEGE DISTRICT | | | | |
| PLAN DESIGN COMPARISON CHART | | | | |
| | Current/Requested Plan | | Proposed Plan | |
| Benefits | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Calendar Year Deductible | | | | |
| Individual | \$25 | \$50 | | |
| Family | \$75 | \$150 | | |
| Calendar Year Maximum | \$2,000 | \$1,500 | | |
| Preventive Services – Not Subject to Deductible – Do not apply to Annual Maximum Benefit | | | | |
| • Exams | 90% | 80% | | |
| • All X-Rays | 90% | 80% | | |
| • Routine Cleanings | 90% | 80% | | |
| • Fluoride Treatments up to age 18 | 90% | 80% | | |
| • Space Maintainers | 90% | 80% | | |
| Basic Services – Subject to Deductible | | | | |
| • Sealants up to age 19 | 90% | 80% | | |
| • Palliative Treatment (Emergency) | 90% | 80% | | |
| • Basic Restorative (Fillings, etc.) | 90% | 80% | | |
| • Endodontics | 90% | 80% | | |
| • Non-Surgical Periodontics | 90% | 80% | | |
| • Simple Extractions | 90% | 80% | | |
| • Surgical Periodontics | 90% | 80% | | |
| • Complex Oral Surgery | 90% | 80% | | |

| EXHIBIT 12 – PPO DENTAL | | | | |
|---|--|------------------------------------|----------------------|-----------------------|
| PIMA COUNTY COMMUNITY COLLEGE DISTRICT | | | | |
| PLAN DESIGN COMPARISON CHART | | | | |
| | Current/Requested Plan | | Proposed Plan | |
| Benefits | In-Network | Out-of-Network | In-Network | Out-of-Network |
| • General Anesthesia | 90% | 80% | | |
| Major Services – Subject to Deductible | | | | |
| • Repairs of Crowns, Inlays, Onlays | 60% | 50% | | |
| • Repairs of Bridges | 60% | 50% | | |
| • Denture Repair | 60% | 50% | | |
| • Inlays, Onlays, Crowns | 60% | 50% | | |
| • Prosthetics (Bridges, Dentures) | 60% | 50% | | |
| • Implants | 60% | 50% | | |
| Orthodontics – Adults and Children age 8 and older | | | | |
| • Diagnostic, Active, Retention Treatment | 60% | 60% | | |
| Lifetime Maximum | \$2,000 | \$1,500 | | |
| Allowed Charge | Based on discounted network allowed charge | 90 th percentile of UCR | | |
| Ancillary Benefits | Discount Vision Plan | | | |

ATTACHMENTS

- D. Delta Dental DPPO Dental Contract
- E. EDS DHMO Coverage Guide
- F. Delta Dental DPPO Paid Premium, Claims & Enrollments Reports 2015-2019
- G. EDS Premium and Enrollment History 2015-2019
- H. **Employee Census***

*Please contact Jeanna Carlton with Segal Consulting at jcarlton@segalco.com for the attachments and exhibits not contained in this document. **Since some of this information contains confidential data, it will be sent to your organization upon receipt of a signed confidentiality agreement using a secure email service. If you have a signed confidentiality on file with Segal Consulting you still have to request the additional documents.**