



**State of Wisconsin**  
**Department of Employee Trust Funds**  
4822 Madison Yards Way  
Madison, WI 53705-9100  
P. O. Box 7931  
Madison, WI 53707-7931

## Contract by Authorized Board

### Commodity or Service:

Third Party Administration of  
Uniform Dental Benefits (UDB)

### Contract No./Request for Proposal No:


ETJ0045 Contract Amendment #2 dated March 26, 2025

**Authorized Board:** Group Insurance Board (GIB)

**Contract Period:** January 1, 2022 – December 31, 2028 with the option for renewal for one (1) additional two (2)-year term.

1. This Contract Amendment #2 is entered into by the State of Wisconsin Department of Employee Trust Funds (Department) on behalf of the State of Wisconsin Group Insurance Board (Board), and Delta Dental of Wisconsin, Inc. (Contractor). Contractor's address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of this Contract by reference.
3. Delete from Department Terms and Conditions (RFP Appendix 2) Section 28.0 and Add to Department Terms and Conditions (RFP Appendix 2) (for Department reference this is DTC v.6.24.2024 Section 31.0) as described in the attached Amendment 1A.
4. By executing Contract Amendment 1 dated January 9, 2025, the Department and Contractor hereby agree to extend this contract for two (2) additional years, from January 1, 2027 through December 31, 2028 for the rate of \$1.15 per employee per month (PEPM) and have included an artificial intelligence term.
5. By executing Contract Amendment #2 dated March 26, 2025, the Department and Contractor hereby agree to amend how three (3) of the attached performance guarantees from Section 1.5.1 shall be calculated. Section 1.5.1 Performance Standards shall be calculated using Contractor's general book of business data except for (1) Financial Payment Accuracy, (2) Claims Process Accuracy, and (3) Claims Processing Timeliness (Turnaround Times) performance guarantees which shall be calculated using specific Department UDB Program data.
6. For purposes of administering this Contract, the order of precedence is:
  - (a) This Contract Amendment #2 dated March 26, 2025;
  - (b) The Contract Amendment #1 dated January 9, 2025;
  - (c) The Contract dated July 16, 2021;
  - (d) Exhibit A documenting clarifications to the Department Terms and Conditions (RFP Appendix 2) and Program Agreement (RFP Appendix 5);
  - (e) Exhibit B documenting additional covered CDT codes and changes to the Program Agreement (RFP Appendix 5);
  - (f) Department Terms and Conditions dated May 1, 2019 (RFP Appendix 2);
  - (g) Program Agreement (RFP Appendix 5);
  - (h) Contractor's Best and Final Offer dated 12.3.2020 Corrected (003);
  - (i) Request for Proposal (RFP) ETJ0045 dated April 15, 2020; and
  - (j) Contractor's proposal dated October 1, 2020.

**Contract Number & Service:** ETJ0045 Third Party Administration of Uniform Dental Benefits This Contract Amendment 2 shall become effective upon the date of last signature below (the "Effective Date").

<b>State of Wisconsin Department of Employee Trust Funds</b>	<b>Contractor</b>
Authorized Board: Group Insurance Board	Legal Company Name: Delta Dental of Wisconsin, Inc.
By (Name): Herschel Day	Trade Name:
Signature: 	Taxpayer Identification Number: 39-6094742
Date of Signature: 3/27/2025	Contractor Address (Street Address, City, State, Zip): 3100 Business Park Dr. Stevens Point, WI 54482
Contact A. John Voelker, ETF Secretary, if questions arise: (608) 266-9854	Name & Title (print name and title of person authorized to legally sign for and bind Contractor): Kyle Humphrey, Chief Sales & Marketing Officer
	Signature: 
	Date of Signature: 3/27/2025
	Email: <a href="mailto:khumphrey@deltadentalwi.com">khumphrey@deltadentalwi.com</a> Phone: 715-343-7618

### 1.5.1 Performance Standards and Penalties

Section 1.5.1 Performance Standards shall be calculated using Contractor's general book of business data except for (1) Financial Payment Accuracy (2) Claims Process Accuracy, and (3) Claims Processing Timeliness (Turnaround Times) performance guarantees which shall be calculated using specific Department UDB Program data. The Contractor shall meet or exceed the performance standards listed below. For each standard not achieved during each calendar quarter, the Contractor may be assessed the penalty listed below. Penalties will be calculated by the Department and paid by the Contractor quarterly. The penalties assessed shall not exceed ten percent (10%) of the administrative fee paid by the Department to the Contractor in the same quarter.

Performance Standard	1.5.1 A. Performance Measure	Required Threshold	Penalty
FILE TRANSFERS, ENROLLMENT/DISENROLLMENT, and ID CARDS, etc.			
Inquiry from ETF Staff on behalf of another agency	Acknowledge within one (1) Business Day.	95%	1% of quarterly admin fee at risk.
	Complete response within 5 Business Days.	95%	
Telephone access for Members	Available 7:30 AM-5PM CST Monday-Thursday, 7:30AM-4:30PM CST Friday, except legal State holidays and mutually agreed upon yearly Contractor Holiday Schedule	98%	1% of quarterly admin fee at risk.
Department Enrollment (File Transfer)	Upload enrollment files successfully, as scheduled	99%	1% of quarterly admin fee at risk.
Department Enrollment	Open enrollment - Complete enrollment by February 1 each year.	98%	1% of quarterly admin fee at risk.
	New hire or change in eligibility enrollments within ten (10) Business Days of receipt of completed paperwork.	98%	
Census file accuracy	Reconcile to Department payroll records within five (5) Business Days of receipt.	99%	1% of quarterly admin fee at risk.

ID cards to member	Open Enrollment: Provide ID cards to Members as soon as possible, preferably by January 1 of each year, but in no case later than February 1 of each year (the threshold applies to the February 1 date).	98%	1% of quarterly admin fee at risk.
	New Hire or life event changes: Provide ID cards to Members within 10 Business Days of processing the enrollment or change.	98%	
Disenrollment	Process all disenrollments within five (5) Business Days of receipt.	98%	1% of quarterly admin fee at risk.
CLAIMS QUALITY: The Performance Guarantees in this section, Financial Payment Accuracy and Claims Processing Accuracy, shall be calculated using specific Department-UDB Program data and not Contractor book-of-business data.			
Financial payment accuracy	Accuracy of paid benefit dollars. Calculated as the total amount of claim dollars paid correctly, divided by the total claim dollars paid, expressed as a percentage.	>99.0%	1% of quarterly admin fee at risk.
Claim Processing Accuracy	Incidence of claims processed without any error. Calculated as the total number of claims processed correctly divided by the total number of claims processed. Processed is defined as the handling of a claim by paying, denying or closing it through a request for additional information.  The claims processing accuracy measure recognizes all claim errors, not just errors that result in an under or over payment.	>97.0%	1% of quarterly admin fee at risk.

**CLAIMS PROCESSING TIMELINESS:** The Performance Guarantee in this section, Claims Processing Timeliness (Turnaround Time) shall be calculated using specific Department-UDB Program data and not Contractor book-of-business data.

Turnaround Time (TAT)	The timeliness of claims processing. TAT is measured from the date a claim is received to the date it is adjudicated (paid, denied or pended.)	>90% in 14 calendar days >99% in 30 calendar days	1% of quarterly admin fee at risk.
<b>CUSTOMER SERVICE:</b>			
Call answered rate	The timeliness of customer service call answer	<35 seconds	1% of quarterly admin fee at risk.
Call abandonment rate	The percentage of calls that are abandoned before answer	Abandoned phone call rate is at 3% or less	1% of quarterly admin fee at risk.
First Call Resolution	First call resolution will be measured quarterly and is defined as a call that is resolved during or after the call is received and does not result in a follow-up call from the member or the contractor regarding the same issue within thirty (30) Calendar Days of the first call.	Service issues resolved on first phone call 98% of the time.	1% of quarterly admin fee at risk.
Response to Written Inquiry	The average time it takes to respond to written inquiries. Measured from the time a written inquiry is received until the inquiry is handled.	Response to written communication averages three (3) Business Days or less.	1% of quarterly admin fee at risk.
Quality Assurance Review	The percentage of phone calls which are reviewed by leadership staff (lead worker, supervisor, manager, etc.) to ensure accurate information was given to State of Wisconsin members and appropriate coaching and training is given to any customer service representatives who	At least 5% of calls are reviewed for accuracy and quality. This must be completed on a quarterly basis and reported to ETF.	1% of quarterly admin fee at risk.

	fail to accurately respond to member inquiries or concerns. Calculated by taking # of calls monitored divided by total number of calls received for the State of Wisconsin queue.		
<b>MEMBER SATISFACTION:</b>			
Member Satisfaction	The percent of responses to the member satisfaction survey indicating either satisfied or very satisfied.	>80%	1% of quarterly admin fee at risk.
Member Complaint Rate	Percent of incoming calls from members, or from others on behalf of a member, which are indicating unsatisfactory or unacceptable service or situations. Number of dissatisfied callers divided by the total number of calls received for the State of Wisconsin queue.	Less than 2% of members file complaints	1% of quarterly admin fee at risk.
Response to Formal Complaint Rate	The average time it takes to respond to complaints. If the complaint is written, phone or e-mail contact acknowledging receipt of the complaint must be attempted within one (1) Business Day of receipt of the complaint. Final resolution must be shared with ETF and complainant within three (3) Business Days of the initial complaint. Measured from the time a formal complaint is received until the inquiry is handled.	Average time to respond to complaints is one (1) Business Day or less. Proposed resolution to be shared with ETF within three (3) Business Days.	1% of quarterly admin fees at risk.
Website Availability	The amount of time that Contractor's website is unavailable in a given month must not exceed 6 non-	Contractor's website cannot be unavailable for full	1% of quarterly admin fees at risk.

	peak hours. Total time in minutes that the website is unavailable.	participant access for more than 6 non-peak hours per month.																						
Network Utilization	The guarantee will apply to all ETF participants. The measurement tool will be the ratio of in-network paid claim dollars over total paid claim dollars for the calendar year. Parameters will be as follows:	94% or higher	<div>IN-NETWORK UTILIZATION (BASED ON PPO AND PREMIER)</div> <table><tr><td>Utilization Level</td><td></td><td>Admin.</td></tr><tr><td>In-Network</td><td></td><td>at Risk</td></tr><tr><td>94% or higher</td><td></td><td>N/A</td></tr><tr><td>92% to 93.3%</td><td>\$10,000</td><td></td></tr><tr><td>90% to 91.9%</td><td>\$20,000</td><td></td></tr><tr><td>88% to 89.9%</td><td>\$30,000</td><td></td></tr><tr><td>Below 88%</td><td>\$40,000</td><td></td></tr></table>	Utilization Level		Admin.	In-Network		at Risk	94% or higher		N/A	92% to 93.3%	\$10,000		90% to 91.9%	\$20,000		88% to 89.9%	\$30,000		Below 88%	\$40,000	
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Claim Cost	Claim cost guarantee assumes the benefit plan design outlined in the current Uniform Dental Benefits. The claim cost guarantee is in effect only if there have been no material changes in number of covered employees, location and enrollment mix of subscribers. Material change is defined as plus or minus 10% of covered employees, new locations added to the plan, or a change in enrollment mix of plus or minus 5%. Reported quarterly; assessed based on full calendar year experience.	<div>Year 1: \$54.70</div> <div>Year 2: \$55.25</div>	<div>CLAIMS COST PEPM</div> <div>YEAR 1: BEST ESTIMATE \$54.70</div> <div>3.1% MARGIN: \$56.40</div> <div>YEAR 2: BEST ESTIMATE: \$55.25</div> <div>4.1% MARGIN: \$57.50</div> <table><tr><td>Claims PEPM *</td><td></td><td>Admin. At Risk</td></tr><tr><td>YEAR 1</td><td>YEAR 2</td><td></td></tr><tr><td>\$56.40 or less</td><td>\$57.50 or less</td><td>N/A</td></tr><tr><td>\$56.40 - \$57.52</td><td>\$57.51 - \$58.75</td><td>\$10,000</td></tr><tr><td>\$57.53 - \$58.68</td><td>\$58.76 - \$59.82</td><td>\$20,000</td></tr><tr><td>\$58.69 - \$59.85</td><td>\$59.83 - \$61.02</td><td>\$30,000</td></tr><tr><td>\$59.86 or higher</td><td>\$61.03 or higher</td><td>\$40,000</td></tr></table> <div>* Claim cost estimates include a margin over trended group claims.</div> <div>OR:</div> <div>Year 2 is 1% Trend and 4.1% Margin over Year 1 Actual</div>	Claims PEPM *		Admin. At Risk	YEAR 1	YEAR 2		\$56.40 or less	\$57.50 or less	N/A	\$56.40 - \$57.52	\$57.51 - \$58.75	\$10,000	\$57.53 - \$58.68	\$58.76 - \$59.82	\$20,000	\$58.69 - \$59.85	\$59.83 - \$61.02	\$30,000	\$59.86 or higher	\$61.03 or higher	\$40,000
Claims PEPM *		Admin. At Risk																						
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Frequency	1.5.1B Reports		Penalty																					
Due to the Department by the 15 <sup>th</sup> of the month following the end of each Quarter	<ul style="list-style-type: none"><li>• Inquiry from ETF Staff</li><li>• Telephone access for Members</li><li>• File Transfers,</li><li>• Enrollment/Disenrollment and ID Cards, etc:</li><li>• Department Enrollment (File Transfer)</li><li>• Department Enrollment (Open enrollment, New hire or change in eligibility enrollments)</li><li>• Census file accuracy</li></ul>		\$2,500 each Business Day the report is late.																					

	<ul style="list-style-type: none"> <li>• ID cards to member</li> <li>• Disenrollment</li> <li>• Claims Quality: Financial payment accuracy Claims processing accuracy</li> <li>• Claims Timeliness: Turnaround Time (TAT)</li> <li>• Customer Service: Call answered rate Call abandonment rate First call resolution Response to written inquiry Quality Assurance Review</li> <li>• Member Satisfaction: Member Satisfaction Member complaint rate Response to formal complaint rate</li> <li>• Website Availability</li> <li>• Network Utilization</li> <li>• Claim Cost</li> </ul>	
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Data warehouse requirements are specific to the data from the Program, not general data from the Contractor's book of business.

The penalties assessed in Section 1.5.1 C and Section 1.7 below are not subject to an assessment maximum in any given quarter. The Department reserves the right to waive a penalty in certain circumstances when the Department determines it is warranted.

The Contractor must provide data to the Department's data warehouse vendor in the file format specified by the Department.

1.5.1 C. Data Warehouse	
1) Claims Data Transfer to Data Warehouse	
<b>Description</b>	The Contractor submits to the Department's data warehouse, in the most recent file format specified by the Department, all claims processed for Participants. <i>(See Section 1.7)</i>
<b>Frequency</b>	Monthly
2) Provider Data Transfer to Data Warehouse	
<b>Description</b>	The Contractor submits to the Department's data warehouse, in the most recent file format specified by the Department, the specified data for all in-network providers including subcontracted providers. <i>(See Section 1.7)</i>
<b>Frequency</b>	Monthly
3) Non-Claims Based Data Transfer to Data Warehouse	
<b>Description</b>	The Contractor submits to the Department's data warehouse, in the most recent file format specified by the Department, the specified data for all non-claims based payments <i>(See Section 1.7)</i>
<b>Frequency</b>	As determined by the Department.
The Contractor shall submit data and corrected data when necessary by the dates indicated by the Department's data warehouse vendor. Performance standards for the data warehouse will be measured by the Department as needed.	



Performance Standards	Penalties
<p><b>a) Claims Data Transfer:</b> The Contractor must submit on a monthly basis to the Department's data warehouse vendor, in the most recent file format specified by the Department, all claims processed for Participants according to the schedule established in 1.7.3 a. <i>(See Section 1.7)</i></p>	<p>One thousand (\$1,000) dollars per Business Day for which the standard is not met</p>
<p><b>b) Provider Enrollment Data Transfer:</b> The Contractor must submit on a monthly basis to the Department's data warehouse vendor in the most recent file format specified by the Department, the specified data for all in-network providers including subcontracted providers according to the schedule established in 1.7.3 b. <i>(See Section 1.7)</i></p>	<p>One thousand (\$1,000) dollars per Business Day for which the standard is not met</p>
<p><b>c) Non-Claims Based Payment Data Transfer:</b> The Contractor must submit to the Department's data warehouse vendor in the most recent file format specified by the Department, the specified data for all non-claims based payments according to the schedule established in Section 1.7.3 c. <i>(See Section 1.7)</i></p>	<p>One thousand (\$1,000) dollars per Business Day for which the standard is not met</p>
<p><b>d) Data Warehouse Submission Delays:</b> The Contractor must communicate any delays in submitting program data to the Department's data warehouse vendor via email to the Department Program Manager or designee and the designated data warehouse vendor as soon as the delay is known, but at least one (1) Business Day before the scheduled transfer. <i>(See Section 1.7.3 d.)</i></p>	<p>One thousand (\$1,000) dollars per Business Day for which the standard is not met</p>
<p><b>e) Data File Corrections:</b> Within two (2) Business Days of notification, unless otherwise approved by the Department in writing, the Contractor shall resolve any data errors on the file as identified by the Department's data warehouse vendor or the Department. <i>(See Section 1.7.3 e.)</i></p>	<p>One thousand (\$1,000) dollars per Business Day for which the standard is not met</p>
<p><b>f) Two-Chance Rule:</b> During the implementation of the Department's data warehouse or a new Contractor, the Contractor will have two (2) chances to submit acceptable data. The Department will charge the Contractor a penalty for each data file submitted after the second submission not accepted by the Department's data warehouse vendor. <i>(See Section 1.7.6).</i></p>	<p>One thousand seven hundred fifty dollars (\$1,750) for each submission after the third test submission.</p>
<p><b>g) One-Chance Rule:</b> During the ongoing operation of the Department's data warehouse, if the Department's data warehouse vendor identifies an error with the Contractor's initial data submission, the Contractor will have one opportunity to submit a corrected data file. If the Contractor requires additional submissions to correct identified errors, the Department will charge the Contractor a penalty for each data file submitted after the first corrected submission not accepted by the Department's data warehouse vendor. <i>(See Section 1.7.6)</i></p>	<p>One thousand seven hundred fifty dollars (\$1,750) for each submission after the second monthly submission.</p>

<p><b>h)</b> The Contractor agrees to financial penalties for failure to submit data in accordance with this Program Agreement, and which are assessed by the Department's data warehouse vendor on behalf of the Department. (See Section 1.7.6).</p>	<p>The amount charged by the Department's Data Warehouse vendor for the Contractor's failure to meet data submission requirements and not otherwise subject to a penalty described above.</p>
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