

REQUEST FOR PROPOSAL

ENTITLED:

“Dental Plan Services”

Official Responses to Offerors’ Questions

Question Number	RFP Page #	Section Reference	Question	Response
1	5	1.3, Overview of the Dental Plan	What is the total eligible population; do you foresee any changes to the population count?	As referenced on Page 6 of the Dental Plan Services RFP: “The Employee Benefits Division (EBD) of the Department of Civil Service is responsible for administration of the Plan which currently covers approximately 106,000 Enrollees, with approximately 234,000 covered individuals.” The eligible population count is subject to change.
2	5	Appendix A, Section 13	We have an Administrative Services Agreement (“ASA”) specifically tailored to self-funded dental services. We recommend that the ASA be the governing contractual document and that we work with the Department to incorporate any mutually agreed upon terms from Appendix A into the ASA. Alternatively, we can agree to include the ASA as an Appendix/Statement of Work to Appendix A. Is the Department amenable to this?	The Department is not amenable to an Offerors’ Administrative Services Agreement becoming the governing contractual agreement or an Appendix/Statement of Work to the resulting contract. Per section 4.1 of the RFP “Formal Offer Letter, “Except as otherwise permitted under section 2.1(6), Bid Deviations, the Offeror must accept the terms and conditions as set forth in this RFP, Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), Information Security Requirements (Appendix C) and Glossary of Defined Terms (Attachment 15), and agree to enter into a Contractual Agreement with the Department containing, at a minimum, the terms and conditions identified in this RFP and appendices as cited herein.”
3	6	1.3	Can you confirm that active employees are not required to make a premium contribution for coverage for themselves and their eligible dependents? Can you also confirm that, once retired, retirees pay for the full premium?	Response to Question 1: Offeror will not be responsible for handling premium contributions for active enrollees and their eligible dependents. Response to Question 2: Offeror will not be responsible for handling premium contributions for retirees who elect to enroll in

				Cobra. If a retiree elects to enroll in the Direct-Pay Plan, the premium would be paid directly to the Offeror by the retiree.
4	6	1.3 - Overview of the Dental Plan	Is the same network applicable to both the student and non-student populations?	Please reference Section 3.3 Participating Provider Network for the requirements for the requested network.
5	7	1.4	Insurance carriers and dental plan administrators are regulated by the State of New York's Department of Financial Services, and not typically registered with the Secretary of State in most states. Therefore, will you accept a Certificate of Authority from the New York State Department of Financial Services, or is registration with Secretary of State a mandatory requirement?	Registration with the New York State, Department of State is required.
6	8	Appendix A, Section 19	Does the Department agree to define "Subcontractor" as those hired exclusively to perform services related to the State's self-funded dental services? The requirements in Section 19 would be burdensome for our book of business subcontractors who are already operating under pre-existing agreements. Lastly, can you also confirm that "Subcontractor" does not include providers in our Dental network?	Per Attachment 15, Glossary of Defined Terms, Subcontractor means "any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of the Contract with a Contractor." Subcontractor does not include Provider which is defined as "a General Dentist or Specialist, who are permitted to perform covered services."
7	11	Appendix B, Section 24	24.c, Generally speaking, for our other self-funded dental customers, we limit our liability to the amount of administrative service fees paid during the previous one-year contract period. Is the Department amenable to this?	No.
8	11	Appendix B, Section 24	24.d, Can the Department provide the basis for not agreeing to indemnify the Contractor so that we may verify?	Appendix B, Section 24, is a material term of the RFP and will be incorporated into the resulting Contract.
9	11	Appendix B, Section 24	24.a, We propose adding a carve out for Program Benefits Litigation and limiting to third party claims. Is the Department amenable to this?	No, the Department is not amenable to adding a carve out to Appendix B, Section 24, for Program Benefits Litigation and limiting to third party claims.

10	12	6 – Submission of Proposal	We will be submitting three separate binders (Administrative, Technical, and Financial) and numbering pages consecutively within each binder (not across the three binders). Please confirm this is correct.	Confirmed.
11	12	General Question	Please confirm the number of copies requested as there is a discrepancy between the two documents: One original and four hard copies of each of the three sections or One original and eight hard copies of Admin and Technical & One original and two hard copies of the Financial proposal.	One original hard copy and four hard copy versions of each of the three sections of the RFP are required. In addition to a master electronic submission containing all the original hard copy sections of the proposal, the Offeror must submit sixteen additional USB drives; eight of which each contain an electronic copy of the Administrative and Technical Proposal only, and eight of which contain the Financial Proposal only.
12	13	Appendix B, Section 26	26.c, Can you clarify whether this provision applicable. What ownership / license rights are being referred to, if any?	Appendix B, Section 26.c, "Title and Ownership" is a material requirement of the solicitation. The provision applies to any Products (items or deliverables) provided by the Contractor under the resulting Contract and may include commodities, services and/or technology.
13	21	2.2	The RFP notes that Attachment 11 and the redacted copies should "not be included in the Offeror's Proposal" and, furthermore, should be submitted "to the Department at the time of its Proposal submission, but separately from its Proposal." To ensure the information is provided separately, should bidders submit a 4th box to the Department with the redactions, or is it permissible to include the redacted copies and Attachment 11 in a separately sealed box within the Administrative Proposal box delivered?	The Offeror's Requested Redactions must be submitted to the Department at the time of its Proposal submission, and may be submitted in a separately sealed box, but not included in the Offeror's Proposal.
14	22	2.2	Section 2.2 subsection b requires "an electronic copy of the Administrative Proposal, the Technical Proposal, and the Financial Proposal on a separate USB storage drive" for the marked redacted copies. However, the remainder of the instructions under Section 2.2 mention "USB storage drives" in plural form. Please clarify whether Offerors should include 3 redacted USB copies (one for each proposal) or a single USB with all redacted proposals included.	The Offeror must provide a master electronic copy of the Administrative Proposal, the Technical Proposal, and the Financial Proposal on a separate USB storage drive which reflects the Offeror's requested redactions.

15	23	Appendix B, Section 41	Is the Department willing to negotiate on the timeline for notice of a Security Incident?	Insufficient information is provided to respond to the question. The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modification to Section 41 timeline, it should provide the information as part of the justification for the non-material deviation using the Non-Material Deviations Template (Attachment 8).
16	23	Appendix B, Section 41	We interpret 'discovery or reasonable belief of a Security Incident' to be a confirmed security breach not a suspected incident. Does the Department agree with this?	Appendix B, Section 41, "Disclosure of Breach" – "discovery or reasonable belief of a Security Incident" is self-explanatory and does not require further clarification. The resulting Contractor must use its best business judgment to determine whether a Security Incident impacting the States sensitive or Confidential Information meets this threshold and notification is required.
17	28	Section 3.3	With regard to the Department's Minimum Access Standards listed and the Geo Access results bidders will submit, must a given provider be certified to offer that specialty type under their NPI number to be counted? Or, is it permissible for General Dentists and other providers that offer some specialist services to still be counted as part of the results under a given specialty?	Please reference Section 3.3.1.e of the RFP: "The Offeror must ensure that all Providers are credentialed and meet the licensing and quality standards required by the state in which they operate before they provide any Project Services." The state in which a specialist operates dictates how a provider can be classified and what services they can administer.
18	40	3.7	For requirement xviii, please clarify the intent is to allow the Offeror to be able to accept address changes from the member directly and pass those changes on to the Department. If correct, please provide the frequency and any file layout requirements available.	The Department is not requiring the Offeror to report address changes made to the Offeror to the Department via a file. This requirement has been removed in the Amended RFP.
19	41	3.8	Approximately how many bills to retirees does the current Dental plan administrator send out each month and each year?	The Direct-Pay Plan is administered and handled in its entirety by the current NYS Dental Plan administrator, so the Department does not have information on how many bills are sent out by month or year. The 2022 year ending Direct-Pay Plan enrollment number, as reported to the Department by the current Contractor, was 17,330.

20	41	3.9	Requirement iii notes that the Offeror's responsibilities include "developing and maintaining claim payment procedures." Please provide more detail on the claim funding process the State anticipates.	Per RFP Section 1.1, the Department is administering this program on a self-funded basis. Per RFP Section 6.1, the Contractor will be paid monthly for all Dental Plan claims upon receipt of an accurate invoice.
21	41	3.9 Claims Processing, a.xii	Is the requested access for the purpose of viewing historical claims in the claims system or access to a tool that can report on claims?	The requested access is for the viewing of historical and current claims for the Plan either via the Offeror's claims adjudication system or through a secure portal or tool that will provide the Department access to all of the information from the claims adjudication system for each claim.
22	43	3.9	Requirement xii on page 43 notes the Offeror must provide "direct, secure access to the Offeror's claims system through any online web-based reporting tools". Please expand on this requirement and the specific type of access desired. Is the State referring to an online group portal and not to Offerors' claims adjudication system?	The requested access is for the viewing of historical and current claims for the Plan either via the Offeror's claims adjudication system or through a secure portal or tool that will provide the Department access to all of the information from the claims adjudication system for each claim.
23	48	3.13	Section 3.13 provides an overview of the two phases that comprise the Transition Services. Please provide clarification on when Phase Two ends from the requirement that it "will remain in effect until all Open Claims have been settled to the satisfaction of the Department." Does this refer to claims incurred and received by the end date but paid after the end date, or all incurred claims regardless of the received date? If the latter, what is the timeframe to continue to receive and process claims with dates of service while active?	All Plan Claims incurred during the Contract term must be reconciled; there is no deadline for claim submission and the Contractor would be responsible for the settlement of those claims.
24	70	5.4	The RFP states "The Offeror may execute custom Dental Provider contracts contingent on award of a Contract or utilize existing agreements that can be made applicable to the Plan or a combination thereof." Please confirm, however, that the Geo Access results, and the Provider Network files submitted must be reflective of the Offeror's current network in place and not inclusive of any anticipated provider contracts not in place as of the submission deadline.	Confirmed.

25	83	6.1	Section 6.1 of the RFP states that throughout the term of the Contract, the Offeror will be paid on a monthly basis for Dental Plan claims. Is The Department willing to fund a bank account in which the contractor can draw claims payments from?	No, DCS will not fund a bank account that the Contractor can draw claims payments from.
26	88	7.3	Will member out of pocket costs be considered in the Financial Proposal Evaluation? A closed list plan can generate additional member out of pocket costs through billing for services that are not covered by the plan.	Section 6 of the RFP sets forth the requirements for the Offeror's Financial Proposal submission and the cost structure required by the Department. Evaluation of Financial Proposals will be performed in accordance with Section 7.3 of the RFP.
27	88	7.3	Will the offer's proposed Administrative Fee be included in the total cost projection that will be used for the Financial Proposal Evaluation? The Administrative Fee is not mentioned in section 7.3.	Yes. Please refer to Amended RFP Section 7.3.1.
28	35-36	3.6; Attachment 17	Pages 35-36 requires that "all financial reports including claim reports are generated from amounts billed to the Dental Plan and reconciled to amounts reported in quarterly and annual financial experience reports." In addition, Attachment 17 only notes the reporting frequency as monthly, quarterly, and annually. Please advise if the State does not anticipate needing reporting provided today at a semi-annual frequency and if Offerors should only price to the frequencies listed in the RFP.	No. The State does not anticipate reporting on a semi-annual frequency. Please refer to RFP Section 3.6 Reporting requirements.
29	85-86	7.2 Technical Proposal Evaluation – 1.a-b.	Can the Department supply offerors with examples that illustrate the differences between achieving an <i>Excellent</i> versus <i>Good</i> rating when evaluating responses to the Technical Proposal?	No.
30	86-87	7.2	For the performance guarantee scoring, please clarify if the scoring will be done in the aggregate 125% credit amount across ALL performance guarantees collectively or will the associated credit amount for each performance guarantee be scored independently.	The Performance Guarantees will be scored independently. Please reference RFP Attachment 6, Performance Guarantees.

31	86-87	7.2	Page 86 advises that “A rating of “excellent” equates to a score of 4 for each evaluated service level standard.” Can the State confirm each performance guarantee is scored independently?	Confirmed.
32	Appendix C, Page 1	1. Compliance - Contractor	Please refer to the prior comment (Variable Clauses, #1).	See response to Question 33.
33	Appendix C, Page 1	Variable Clauses, #1	<p>The contractor has reviewed these requirements and notes that the Department’s expectations are generally aligned with Contractor policy. However, Contractor respectfully submits that it is exceedingly challenging to accommodate the complete alignment of its policies to the Department’s requirements, especially when such are referenced external to the contract and are subject to change at any time in the future.</p> <p>The contractor’s policies and practices are aligned with applicable law and the generally accepted practices of the healthcare industry. Contractor services 100,000+ individual health plans for public and private organizations, and further may be in breach of agreement with its broader customer base if it must conform its enterprise practices to the New York State standards.</p> <p>Is the Department amenable to negotiating language that acknowledges the Contractor’s business challenges with these baseline controls?</p>	Insufficient information is provided to respond to the question. The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modification to Appendix C, Paragraph 1, that acknowledges the Contractor’s business challenges with these baseline controls it should provide the information as part of the justification for the non-material deviation using the Non-Material Deviations Template (Attachment 8).
34	Appendix C, Page 3	3.4	Please confirm that the executed BAA will prevail over conflicts with Appendix C.	RFP, Section 8.4, Use and Disclosure of Protected Health Information (Business Associate provisions) applies to Protected Health Information where Appendix C, Section 3.4, applies in general to Information Security Incidents. If the Security Incident is related to PHI, RFP, Section 8.4 will take precedence over any conflicts with Appendix C.
35	Appendix C, Page 3	4.1	Will the contractor have the opportunity to mutually agree on audit scopes in advance, to dialogue on reasonable parameters?	With regard to the scope of the audit specified in Appendix C, Page 3, Parg. 4.1 the Department shall provide advanced notice of any assessment or audit. The Parties shall mutually

				agree in writing to the timing of the assessment or audit. The Department is open to discussing reasonable concerns regarding the scope of the audit but maintains ultimate discretion in the final audit scope.
36	Appendix C, Page 3-4	4.2	The contractor requests reasonable parameters in conducting such assessments, to ensure that it does not accept administratively untenable contract obligations for an individual customer. Please confirm that failure to complete remediation requirements will be evaluated against a materiality standard.	Per Appendix C, Page 3, Sec 4.2 Contractor's failure to complete any remediation requirements within the mutually agreeable timeframe shall be deemed a material breach of the Agreement.
37	Appendix C, Page 4	4.2.1	Can the contractor request parameters around the obligation to provide report details given the highly sensitive nature of control deficiencies that may be described within the HITRUST assessment?	The Department is open to discussing reasonable concerns regarding the highly sensitive nature of control deficiencies but maintains ultimate discretion with regard to reasonably requested information by the Department to ensure the security of State systems and Data.
38	Appendix C, Page 5	4.2.4	Are the Department's interests already adequately covered by the HITRUST assessment, given the Contractor's and assessor's mutual obligation to disclose material conditions that impact Contractor's services to its customers? Further, can the Department accommodate Contractor's challenge in that it does not have the contractual right to disclose other assessment results to its customers, particularly as relating to assessments that do not cover the Contractor's services under the Agreement?	Response to Question 1: No Response to Question 2: The Department is open to discussing reasonable concerns regarding assessment results, particularly as relating to assessments that do not cover the Contractor's services under the Agreement, but the Department maintains ultimate discretion with regard to reasonably requested information to ensure the security of State systems and Data.
39	Appendix C, Page 5-6	4.2.5	Can the Contractor request a more reasonable notification time limit?	Insufficient information is provided to respond. The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modification to Appendix C, Section 4.2.5, "time limit" it should provide the information as part of the justification for the non-material deviation using the Non-Material Deviations Template (Attachment 8).
40	Appendix C, Page 7	6.8	Is this interest already captured in provision 6.9?	No, Appendix C, Section 6.9 is with regard to performing annual third-party penetration testing, not vulnerability scans (Sec 6.8).

41	Appendix C, Page 8	6.10	Is this provision applicable, given Contractor is not providing services through Department's portal, applications, or domains?	Appendix C, section 6.10 is applicable to the extent any Contractor products or services related to the Agreement are provided through a Department portal or mobile application.
42	Appendix C, Page 9	8.6	Is the Department amenable to the Contractor's administrative accommodation of this interest through logically distinguishing the Department's data using unique record identifiers, in lieu of logical segmentation/segregation of data?	No, NYS DCS cannot accommodate this request. Logical or physical segmentation or segregation of the data is required.
43	Appendix C, Pages 2-3	3.2	Will summarized artifacts associated with a contractor's WISP be satisfactory for purposes of meeting requests under 3.2? Will the Contractor have the opportunity to review and dialogue upon requested changes, as they may involve significant costs and time to implement or may already be addressed by Contractor's compensating controls?	Response to Question 1: Summarized artifacts associated with a contractor's WISP will not be satisfactory for purposes of meeting requests under 3.2. The Department is open to discussing reasonable concerns regarding highly sensitive information in the WISP but maintains ultimate discretion with regard to reasonably requested information to ensure the security of State systems and Data. Response to Question 2: Yes, but the Department maintains ultimate discretion regarding requested Changes that impact the security of State systems and Data.
44	N/A	Attachment 18	Can DCS provide a breakout of member and provider calls?	No.
45	N/A	Attachment 18	Do the call center statistics in Attachment 18 represent both provider and member call volumes?	Yes, the statistics represent both provider and member call volumes.
46	N/A	Attachment 19 & 28	Attachment 28 notes the SEHP plan and then all other groups. Please confirm all the unions and retirees outlined on Attachment 19 fall under the definition of "All Other Groups" noted on Attachment 28.	Please see the Amended Attachment 28. Confirmed.
47	N/A	Attachment 21 Columns A & B	Please provide the key to the Benefit Plan and Benefit Programs columns on Attachment 21.	Please see Attachment 19 Benefit Programs for a key to the Benefit Program codes. Benefit Plan 870 is for SEHP (GSEU) and Benefit Plans 810 and 830 are for all other Benefit Programs.

48	N/A	Attachment 23	<p>Why does Attachment 23 contain a section of the report for claims experience from a secondary or wrap network? All data in this section is 0 or \$0. Does the current dental plan administrator offer a secondary or wrap network?</p> <p>Does the current dental plan administrator have a secondary or leased network for members living outside of New York? If so, does the current contract include Careington to provide network access to members who reside outside of the State of New York?</p>	<p>Response to Question 1 and 2: The current NYS Dental Plan does not have a secondary or wrap network.</p> <p>Response to Question 3 and 4: These questions are outside of the scope of the RFP.</p>
49	N/A	Attachment 23	<p>Paid claim information in Attachment 23 was broken out by Network and Type of Service (code ranges). In order to provide an optimal network offering and comprehensive review please respond to the below:</p> <ul style="list-style-type: none"> • Could this information be provided at the Procedure Code level rather than ranges? • Please confirm that there is no network wrap or secondary network in place today as this information is currently not populated. • Please confirm that the SEHP plan participants don't have any out- of-network paid claims, but covered procedures are paid at the out-of-network reimbursement schedule. 	<p>Response to Bullet 1: No.</p> <p>Response to Bullet 2: The current NYS Dental Plan does not have a secondary or wrap network.</p> <p>Response to Bullet 3: The SEHP plan does not have any out-of-network coverage. Please reference the Amended Attachment 28 for the SEHP Benefit Summary for covered in-network services.</p>
50	N/A	Attachment 28	<p>Please provide a complete summary plan document and/or certificate of coverage for each plan noted on Attachment 28.</p>	<p>Please see the Amended Attachment 28.</p> <p>All current NYS Dental Plan Certificate(s) of Insurance and Attachments are posted on the NYS Department of Civil Service website at: https://www.cs.ny.gov/employee-benefits/login/index.cfm</p>
51	N/A	Attachment 28	<p>Are the listed CDT codes in the OON reimbursement schedule dictating all covered CDT codes both INN and OON?</p>	<p>Please see the Amended Attachment 34.</p> <p>No. The CDT codes in Attachment 34 specifically represent codes that had OON utilization in either calendar year 2021 and/or 2022 and that are also listed on the "Non-Participating Provider Reimbursement Schedule" * currently posted on the</p>

				<p>NYS Department of Civil Service website at: https://www.cs.ny.gov/employee-benefits/login/index.cfm.</p> <p>*Please note, the codes on the “Non-Participating Provider Reimbursement Schedule” represent approximately 94 percent of the Dental Plan’s total OON service units in calendar year 2021 and 2022. The incumbent will work with the successor during implementation to provide the complete OON fee schedule.</p>
52	N/A	Attachment 28	Under major restorative for the student and non-student benefit plans, implant services are indicated as not covered but the OON reimbursement schedule makes an allowance of \$600. Are implants intended to be covered or are the plan benefits reflected online potentially out-of-date?	<p>Please see the Amended Attachment 28.</p> <p>The NYS Dental Plan Certificate(s) of Insurance and Attachments have recently been updated and are now available on the NYS Department of Civil Service website at: https://www.cs.ny.gov/employee-benefits/login/index.cfm</p> <p>Currently, implants are not covered for the SEHP Plan and they are covered up to \$600 for all other benefit programs.</p>
53	N/A	Attachment 28	Please advise if the \$25 deductible mentioned in Attachment 28 applies to all groups, including NYS Public Employees Federation (PEF) members.	<p>Please see the Amended Attachment 28.</p> <p>Only PEF and Management Confidential/Participating Employers have a \$25 deductible per individual per calendar year and a combined maximum deductible of \$75 per family per calendar year for covered dental services.</p> <p>The NYS Dental Plan Certificate(s) of Insurance and Attachments have recently been updated and are now available on the NYS Department of Civil Service website at: https://www.cs.ny.gov/employee-benefits/login/index.cfm</p>
54	N/A	Attachment 30	Can an indicator be added that shows the current network status for all providers in the Utilized Provider File?	No.
55	N/A	Attachment 34	On Attachment 34, many of the CDT codes include an asterisk. Please advise of the definition that aligns with the asterisk.	Please see the Amended Attachment 34, which has asterisks removed.

56	N/A	Attachment 34	Please confirm if the CDT codes listed on Attachment 34 is inclusive of all available services covered in and out of network. If not, please provide a complete listing of CDT codes along with the out-of-network allowance.	Please see the Amended Attachment 34 and reference response to Question 51.
57	N/A	Attachment 34	Does Attachment 34 for the OON reimbursement schedule apply equally to the PEF and SEHP plans?	Please see the Amended Attachment 34. Attachment 34 is the OON Reimbursement Schedule for all groups as indicated on Attachment 19 Benefit Programs, excluding SEHP (GSEU). SEHP does not have OON benefits.
58	N/A	Attachment 34	The listed CDT codes in Attachment 34 for the OON reimbursement schedule lack more than a dozen CDT codes listed on NYSHIP Online for the PEF plan. Our assumption is the listed OON reimbursement schedules posted online are the most up to date. Can you confirm?	Confirmed. Please see the Amended Attachment 34 and the response to Question 51.
59	N/A	Attachment 34	What do the asterisks (* and **) represent?	Please see the Amended Attachment 34, which has asterisks removed.
60	N/A	Attachment 6	If there are areas where no specialty provider is available within the limited parameters, how is the guarantee calculated?	Refer to Sections 3.3.1 and 5.4 Participating Provider Network for requirements on having a comprehensive Participating Provider Network in place to allow adequate access for Dental Plan Enrollees to network providers. Per Section 5.4.2.a-c., "The Offeror's network cannot provide less than the required network Access-Urban/Suburban/Rural requirements as outlined in Section 3.3."
61	N/A	Attachment 6	Various state-based regulations require us to have a separate discount network. Therefore, in order to accommodate, please advise if the two networks utilized will have separate PGs applied based on enrollment.	No, the networks utilized will not have separate Performance Guarantees. The Performance Guarantees would be applied to the networks in aggregate.

62	N/A	Attachment 1	Would the Department consider modifying the Confidentiality Agreement to remove the requirement to list all the Authorized Persons on Attachment A. Bidder does not anticipate letting any subcontractors access the information and all its employees would be bound by the terms of the Confidentiality Agreement. To keep track of each team member that may review the information in a shared file is burdensome and will likely delay our review of the information as we set up a process and procedure to comply with this requirement.	Attachment 1 is Offeror Affirmation and Agreement, Attachment 16, is the Confidentiality and Non-Disclosure Agreement. The Department does not agree to modifying Attachment 16. Attachment 16 must be fully completed, identifying those individuals within your organization who need access and are authorized to receive confidential information provided by the State, in addition to the related security requirements. Failure to properly complete and return the entire Confidentiality and Non-Disclosure Agreement (Attachment 16), including Attachment A, Vendor Contact and Authorized Persons List, naming one or more designated individual(s) who are authorized to receive the secure data on behalf of your organizational, is not acceptable.
63	N/A	Attachment 21	Please add tier indicator on the census file as well as active/retiree status.	Tier indicator and active/retiree status cannot be added to the census file. Please reference Attachment 19 Benefit Programs to see which Benefit Program codes are linked to Retirees.
64	N/A	Attachment 30	In the file for disruption reporting (Attachment 30), can you please add the following data points for all providers listed: <ul style="list-style-type: none"> · Current in vs. out of network status; · Number of claims submitted; · Total submitted charges; and · Number of members seen. 	No.
65	N/A	Attachment 34	The Out of Network Reimbursement Schedule (ATTACHMENT 34) contains a limited number of ADA codes. If an employee submits a claim from an out of network provider, for a service (ADA code) not listed in Attachment 34, will the plan provide any reimbursement or is the member responsible for the full cost of the service?	Please see the Amended Attachment 34. If the service is covered by the NYS Dental Plan, the service would be reimbursable INN or OON as outlined in the NYS Dental Plan Certificate(s) of Insurance and Attachments available on the NYS Department of Civil Service website at: https://www.cs.ny.gov/employee-benefits/login/index.cfm Not all OON codes are listed in Attachment 34. Please see response to Question 51.

66	N/A	Attachment 16 – Confidentiality and Non-Disclosure Agreement	In continuing to review the Department’s RFP for Dental Plan Services, United Concordia identified a few items in Attachment 16 – Confidentiality and Non-Disclosure Agreement that we propose changes to. Please find our proposed modifications included in the attached document. We appreciate the Department’s consideration of our proposed changes.	The Department does not agree to modifying Attachment 16 Confidentiality and Non-Disclosure Agreement.
67	Dental Plan Certificate of Insurance	N/A	Repair of Appliances (page 14): Is there a separate annual maximum for these services or do these accumulate to the base plan annual maximum?	There is not a separate maximum for Repair of Prosthetic Appliances referenced on Page 22 of the NYS Dental Plan Certificate of Insurance. These services accumulate to the annual maximum as described on Page 14 of the Certificate of Insurance.
68	N/A	Disruption Report	The provider disruption report had two separate tabs, one for SEHP and one for All others. Would you like the disruption report to be listed on 1 report or 2 reports?	There should be 2 separate provider disruption reports, one for SEHP and one for All Other Groups.
69	N/A	N/A	Does the current contract have a shared saving arrangement or is network access fee incurred?	This question is outside of the scope of the RFP.
70	N/A	N/A	Have there been any significant improvements to the current plan administrators’ dental network over the past 2-3 years? The RFP requests that Offerors propose their broadest network. Are there any specific gaps in network access/adequacy that you are hoping to solve for?	Response to Question 1: This question is outside the scope of this RFP. Response to Question 2: Offerors are required to meet the network requirements as outlined in Section 3.3 Participating Provider Network and offer Plan enrollees the broadest network access possible.
71	N/A	N/A	In addition to the plan challenges effective 1/1/22, have there been any other plan changes over the last 3 years? If so, please explain.	Information regarding historical plan changes is not readily available. The NYS Dental Plan is subject to program changes as a result of collective bargaining between the State and the various unions electing to participate in the Dental Plan.
72	N/A	N/A	In PEF’s dental plan certificate, bedside calls are listed as a covered Type B – Basic service. Can you please share the CDT code(s) that is billed for this service? Additionally, can you please share addition information on this service based on its description such as what is consider a “bedside call” and an “emergency”?	Response to Question 1: No. Response to Question 2: This question is outside of the scope of the RFP.

73	N/A	N/A	Please provide current rates, and rate history (i.e., 2020-2023).	This question is outside of the scope of the RFP.
74	N/A	N/A	Please provide the last 37 months of premium, claims, EOBs, and covered lives by month.	Please see Attachment 23 Dental Service Counts and Net Payment for paid claims data for calendar year 2022 and reference Attachment 24 Enrollment by Month for covered enrollees by month from 2018 to 2023. The additional requested information is outside of the scope of the RFP.
75	N/A	N/A	We can see through publicly available information that PEF members have Emblem Health's Preferred Premier Network. Do all other participating entities and unions have the same network? If not, can you please provide the names of the other networks?	Response to Question 1 and 2: These questions are outside of the scope of the RFP.
76	N/A	N/A	We have located PEF's most current plan certificate online. If the plan certificates for other unions and participating entities are different, can you please provide a copy of those certificates?	The NYS Dental Plan Certificate(s) of Insurance and Attachments have recently been updated and are now available on the NYS Department of Civil Service website at: https://www.cs.ny.gov/employee-benefits/login/index.cfm
77	N/A	N/A	What is the current in network utilization rate for 2022, and year to date 2023 (if available)? Please provide 2 years of history for the in-network utilization (2020-2021).	These questions are outside of the scope of the RFP.
78	N/A	N/A	Would The Department consider contracting with a second plan administrator, and allowing employees to "buy up" and to make a premium contribution if they would prefer a plan with a broader network? Would the Department consider a fully insured quote for the buy up plan option?	No.
79	N/A	General Question	Does the current OON Medical referral program for the Empire Plan also apply to the Dental plan?	No.
80	N/A	General Question	Does the OON provider remain outside of the network access guarantee if granted an OON referral?	The OON provider would remain outside of the network access guarantee if granted an OON referral.

81	N/A	General Question	Are alternate benefit provisions permitted in-network wherein members will pay the difference above the allowed participating provider reimbursement amount? For example, can the carrier default to pay the least expensive procedure available than the one requested and, if the initial procedure is still desired, the member can then pay the cost difference to the participating provider?	Response to Question 1: No. Response to Question 2: No.
82	N/A	General Question	Please advise on any requirements expected of the Offeror when a member visits an out-of-network provider, including any negotiation or recruitment activities expected.	Please reference Section 3.3, specifically Section 3.3.1.d. for requirements expected of the Offeror when a member visits an out-of-network provider.
83	N/A	General Question	Since the RFP is seeking dental services only, please confirm that offers for other additional ancillary coverage or package bundles are not permitted and, furthermore, have no bearing or weight in the scoring of Offerors' proposals.	Confirmed.
84	N/A	General Question	Have there been any plan design changes in the last 5 years. If so, please explain.	The information regarding historical plan changes is not readily available. The NYS Dental Plan is subject to program changes as a result of collective bargaining between the State and the various unions electing to participate in the Dental Plan.
85	N/A	General Question	Please provide your current fees/rates.	This question is outside of the scope of the RFP.
86	N/A	General Question	When do the Collective Bargaining agreements expire?	Refer to the Office of Employee Relations website for specific Bargaining Agreements and associated terms: https://oer.ny.gov/state-union-contracts