

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

59 *dm*

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

August 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Risk Management Unit (RMU), to enter into a contract with Delta Dental Plan of New Hampshire, Inc., Concord, New Hampshire (Vendor Code 174101) in the amount of \$1,061,504 for the administration of self-funded dental coverage for the state employees and eligible dependents for a period of thirty-six (36) months upon Governor and Executive Council approval for the period effective January 1, 2015 through December 31, 2017, with the option to renew for up to two additional years subject to the approval of the Governor and Executive Council. **Approximately 34% General Funds, 19% Federal Funds, 3% Enterprise Funds, 13% Highway Funds, 2% Turnpike Funds and 29% Other Funds.**

Funding is available in SFY 2015 and is anticipated to become available in SFY 2016, SFY 2017 and SFY 2018 with the authority to adjust encumbrances between state fiscal years if necessary and justified through the Budget Office, in the following accounts:

01-14-14-140560-67000000 Department of Administrative Services, Risk Management Unit

	<u>SFY 2015</u>	<u>SFY2016</u>	<u>SFY2017</u>	<u>SFY2018</u>
102-500691 Dental Admin – Actives	\$168,071	336,143	336,143	168,071
102-500692 Dental Admin – COBRA	3,538	7,076	7,076	3,538
102-500569 Dental Admin – SAG	2,654	5,308	5,308	2,654
102-500694 Dental Admin – Legislative	<u>2,654</u>	<u>5,308</u>	<u>5,308</u>	<u>2,654</u>
SFY Totals	\$176,917	\$353,835	\$353,835	\$176,917

Grand Total \$1,061,504

EXPLANATION

Dental coverage is provided to state employees in accordance with provisions in several Collective Bargaining Agreements (CBAs). The DAS Commissioner is authorized,

pursuant to RSA 21-I: 28, to enter into contracts with "any organization necessary to administer and provide a health plan." The State's current contract for self-funded dental coverage for state employees, spouses and eligible dependents is with Delta Dental Plan of New Hampshire, Inc. (Delta Dental). This contract expires on December 31, 2014.

Accordingly, on March 25, 2014, DAS issued a Request for Proposal (RFP) for dental benefits administration services. Thirteen firms received direct notification of this solicitation. Public notice of this RFP was provided through the New Hampshire Union Leader, and the RFP was also posted on the DAS Bureau of Purchase and Property website. On April 30, 2014, DAS received a total of three (3) proposals from the following companies: Anthem Blue Cross and Blue Shield, Delta Dental and MetLife. All three proposals were evaluated and scored.

The scoring of the proposals was based upon the following areas and corresponding weights: Financial (50 points), Network Access (15 points), Disruption (10 points) and Technical Questionnaire (25 points). Based on the foregoing, the proposal submitted by Delta Dental received the highest ranking score and was accepted by unanimous vote by the evaluation members. The evaluation team members were: Linda Huard (Adjudicator, New Hampshire Employment Security and Member of the SEA and the Health Benefit Committee), Catherine Keane (Director of Risk and Benefits, DAS, RMU), Matthew Newland (Manager of Employee Relations, DAS, Division of Personnel), Michael O'Mahony (Manager, Privacy and Administration, DAS, RMU), Robert Stowell (Administrator, DAS, Bureau of Purchase and Property), Sarah Trask (Senior Financial Analyst, DAS, RMU), and Sara Willingham (Director, DAS, Division of Personnel). The evaluation scoring sheet is attached.

Delta Dental had the leading overall score and highest ranking proposal. Its proposal presented the lowest total cost and the lowest state cost. Delta Dental's lead position was driven by its broad dental network that provides members with the greatest access to dental care and that presents the least disruption to those members. From the perspective of state employees and their families, Delta Dental's strong dental network generally means that they can retain their family dentists and not run the risk of paying more for dental care. In its bid, Delta Dental proposed an administrative fee of \$3.25 per employee per month, the same administrative fee as agreed to in the current contract. After negotiations, Delta Dental agreed to lower the administrative fee by 11% to \$2.90 per employee per month for a total savings of \$126,000.

The remaining two bidders, Anthem and MetLife, scored second and third respectively. Anthem's low scores for member disruption and network access were the major factors in its second place score. The main contributors to MetLife's third place ranking were its low scores for member disruption and network access, combined with a lower financial score.

Before closing, DAS wishes to commend Delta Dental on its partnership with the State of New Hampshire in providing a broad network of dentists to deliver dental care for state employees and their families. Delta Dental has consistently partnered with the State in an effort to drive down the cost of dental care administration. In 2007, when the state first

became self-insured, Delta Dental's administrative fee was \$4.95 per employee per month; in 2010 this fee dropped to \$3.50, then to \$3.25 in 2014, and now to \$2.90. This represents a 41% drop in the administrative fee the state pays for dental services.

Based upon the foregoing, I respectfully request your approval of this contract.

Respectfully submitted,

A handwritten signature in black ink, reading "Linda M. Hodgdon" with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

**State of New Hampshire
Overall Results
Dental Benefits Administration**

Category	Allocated Points	Anthem	Delta	MetLife
Total Financial	50	44.3	45.1	41.0
Financial - State Cost	25	19.3	25.0	19.6
Financial - Member Cost	25	25.0	20.1	21.5
Network Access	15	11.7	14.3	12.0
Disruption	10	1.5	7.7	1.3
Administrative, Claims Paying, Reporting, and Network Provider Management	15	12.8	13.0	13.0
Experience, Stability, Contractual, and Implementation	5	4.3	3.6	4.3
Performance Guarantees	5	3.6	4.2	4.5
Total Score	100	78.3	87.9	76.1
Total Rank		[2]	[1]	[3]

**RFP 1067-14 / Dental Benefits
Bidder's List**

<p>Delta Dental</p> <p>Tammie Croft Account Manager Northeast Delta Dental One Delta Drive, PO Box #2002 Concord NH 03302-2002</p> <p>Phone: 603-223-1373 Email: tcroft@nedelta.com</p>	<p>Anthem BCBS</p> <p>Andy Deselle Account Manager Anthem Blue Cross and Blue Shield 3000 Goffs Falls Road Manchester NH 03111</p> <p>Phone: 603-695-7798 Email: Andrew.deselle@anthem.com</p>
<p>CIGNA</p> <p>James C. Higgins Regional Sales Manager 2 College Park Drive Hooksett NH 03106</p> <p>Phone: 603-268-7218 Email: james.higgins@cigna.com</p>	<p>Guardian</p> <p>Peter Davis Sales Representative 1 Liberty Square, 3rd Floor Boston MA 02109</p> <p>Phone: 1-617-457-5301 Email: peter_davies@glic.com</p>
<p>MetLife</p> <p>Mike Abela Account Executive 1 Financial Center, 22nd Floor Boston MA 02111</p> <p>Phone: 617-574-3935 Email: mabela@metlife.com</p>	<p>Standard Insurance Company</p> <p>Josh Cushman 75 Market Street Suite 403 Portland ME 04101</p> <p>Phone: 877-247-1427 Email: josh.cushman@standard.com</p>
<p>Dearborn National</p> <p>Mary B. Strahota National Accounts Sales Executive 300 East Randolph Street Chicago IL 60601</p> <p>Phone: 312-653-6858 Email: mary_strahota@dearbornnational.com</p>	<p>CoreBenefits Group</p> <p>Christopher Cote President 2 Village Green Road, Suite A-1 Hampstead, NH 03841</p> <p>Phone: 603-329-4933 Email: chris.cote@corebenefitsgroup.com</p>

<p>Aetna</p> <p>Philip M. Barbaro Sales Vice President 151 Farmington Avenue Hartford CT 06156</p> <p>Phone: 860-273-8457 Email: barbarop@aetna.com</p>	<p>Employee Benefit Management, Inc.</p> <p>Kenneth R. Olmsted CEO 174 So. Freeport Rd., Suite 1C Freeport ME 04032</p> <p>Phone: 207-865-6244, ext. 101 Email: kolmsted@ebmi.net</p>
<p>United Healthcare Specialty Benefits (dental)</p> <p>Jimmy R. Bunch, Jr. Sr. Strategic Sales Exec, National Accounts 950 Winter Street, Suite 3800 Waltham MA 02451 Phone: 781-419-8475 Email: jbunch@uhc.com</p> <p>Judy Sen Strategic Sales Consultant Phone: 770-300-3565 Email: jayati.sen@uhc.com</p>	<p>United Concordia</p> <p>Terry Holtz Sales Executive 4401 Deer Path Road Harrisburg PA 17110</p> <p>Phone: 412-544-3650 Email: terry.holtz@ucci.com</p>
<p>Union Security Insurance Company</p> <p>Group Sales Office Toll Free: 800.345.5705 Phone: 508.382.3737 Fax: 508.382.3750 Email: Boston.rfp@assurant.com</p>	

RFP 1607-14 – DENTAL BENEFITS ADMINISTRATION

Evaluation Committee Members

LINDA HUARD

Current Position: Adjudicator, New Hampshire Employment Security

Background: Linda has been employed with New Hampshire Employment Security for 12 years as an Adjudicator. Linda was formerly employed as Human Resources Generalist-DoD environment for 17+ years responsible for benefits, employee relations, compensation, training and development, recruitment and retention

Linda is a member of the SEA/Health Benefit Committee (2007 to present (since it was formed, a member of the SEA Chair/Health Benefit Committee (2011 to present) and a member of the SEA Master Bargaining Team (2007 to present (working on fourth SONH contract).

CATHERINE KEANE

Current Position: Director of Risk and Benefits, Risk Management Unit, Department of Administrative Services

Background: Catherine (Cassie) is an attorney and serves as the Director of the Risk Management Unit. Cassie worked in the NH Department of Justice as Counsel to the Health Benefit program. Before that she worked at the NH Department of Health and Human Services for 14 years. She served as Director of the Division of Elderly and Adult Services for 5 years where she managed a \$300 million budget and worked to promote long term care system change. She also served as Assistant Director to the Office of Family Services, Assistant to the Director for the Division of Human Services and in other roles in her 14 years with state government.

MATTHEW NEWLAND

Current Position: Manager of Employee Relations, Division of Personnel, Department of Administrative Services

Background: Matt has been in his current position for 3+ years. He has an additional 14 years of Full/Part-Time State Service. In his current position as Manager of Employee Relations, he conducts negotiations with the unions, administers all collective bargaining agreements and represents the state in all grievance actions including the Public Employee Labor Relations Board (PELRB). Prior to working in this position, Mr. Newland was employed by BAE Systems (defense contractor) as a Principal Contract Negotiator for 13 years.

MICHAEL O'MAHONY

Current Position: Manager, Privacy and Administration, Risk Management Unit, Department of Administrative Services

Background: Michael (Mike) has been working in and around the health insurance industry since 1991. His experience includes claims, reimbursement methodologies, data analysis, and contract development and administration. In addition, Mike has been a health benefit program vendor manager since 2008, participating in several procurement cycles including RFP development, contract negotiations, implementation, and performance management. Mike is currently attending Granite State College and pursuing a B.S. in Health Care Management.

ROBERT STOWELL

Current Position: Administrator IV, Bureau of Purchase & Property, Department of Administrative Services

Background: Robert has worked for the State of New Hampshire for 12 years and is presently the Administrator of the Bureau of Purchase and Property. Additionally, Bob has 30 years of contract experience in the private sector as the Director of Materials, Director of Logistics and Sales Administration. Bob has an MBA from Rivier College.

SARAH TRASK

Current Position: Senior Financial Analyst, Risk Management Unit, Department of Administrative Services

Background: Sarah has been employed with the State for the past four years and is presently the Senior Financial Analyst of Risk Management Unit. As the Senior Financial Analyst, Sarah is responsible for the financial and accounting management of the health and dental program. Previously, Sarah worked as a Fund Accountant for the Risk Management Unit and was responsible for the day to day accounting of the health and dental program. Sarah holds a Masters of Science in Accounting with Southern New Hampshire University and five years of work experience in accounting, auditing, and finance with private sector employers.

SARA WILLINGHAM

Current Position: Director, Division of Personnel, Department of Administrative Services

Background: As Director of Personnel, Sara oversees all human resources activities for a workforce of approximately 10,000 full-time positions and 5,000 part-time positions. In the area of dental benefits administration, the Division of Personnel is responsible for customer service, eligibility and enrollment activities relating to the dental plan for active employees. Sara has an MBA in Human Resources Administration and has worked for the Division of Personnel for over 30 years in a variety of positions, including Manager of Employee Relations (labor relations and union negotiations) and most recently, as Deputy Director for the Division of Personnel.

21, 2004 and recorded in the Merrimack County Registry of Deeds in Book 2834, Page 1437, and assigned to NATIONSTAR MORTGAGE LLC, by Assignment recorded or to be recorded in said Registry, said Assignee, in execution of said power, pursuant to and for breach of the conditions in said Mortgage and for the purpose of foreclosing the same will be sold at:

Public Auction

on
April 25, 2014 at 9:00 AM

Said sale to be held directly on the mortgaged premises hereinafter described and having a present address of 40 Spring Street, Franklin, Merrimack County, New Hampshire. The premises are more particularly described in the mortgage.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS."

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to cancel or continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale.

Dated at Manchester, New Hampshire, March 26, 2014.

NATIONSTAR MORTGAGE LLC
By its Attorneys,
Craig, Deachman & Amann, PLLC
1662 Elm Street
Manchester, NH 03101
603-665-9111

(UL - March 31, April 7, 14)

Legal Notice

The State of New Hampshire, Department of Administrative Services, is seeking proposals from qualified vendors to provide administration services for the State's dental benefits program. Specifications may be obtained at <http://www.admin.state.nh.us/purchasing>. RFP1607-14. To qualify, proposals must be submitted to the Bureau of Purchase and Property no later than 2:00 p.m. on April 30, 2014.

Tammy Nelson
Administrative Services
(UL - March 31; April 1, 2)

By virtue of a Power of Sale contained in a certain mortgage given by **Stephen W. Debow and Cynthia L. Debow** ("the Mortgagor(s)") to Beneficial Mortgage Co. of New Hampshire, dated April 19, 2004 and recorded with the Carroll County Registry of Deeds at Book 2284, Page 695 (the "Mortgage"), which mortgage is held by Beneficial New Hampshire, Inc. s/b/m to Beneficial Mortgage Co. of New Hampshire, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction

on
Tuesday, April 15, 2014
at
1:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 147 Great East Lane, Sanbornville (Wakefield), Carroll County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Carroll County Registry of Deeds in Book 2270, Page 923.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS."

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on March 14, 2014.

BENEFICIAL NEW HAMPSHIRE, INC.
S/B/M TO BENEFICIAL MORTGAGE CO.
OF NEW HAMPSHIRE
By its Attorneys,
Jennifer A. Kirkwood, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201402-0656 - YEL

(UL - Mar. 24, 31, Apr. 7)

9th Circuit - Family Division - Nashua
30 Spring Street, Suite 102
Nashua, NH 03060

Telephone: 1-855-212-1234

TTY/TDD Relay: (800) 735-2964

<http://www.courts.state.nh.us>

CITATION BY PUBLICATION

TERMINATION OF PARENTAL RIGHTS

TO: **Nicole Solomon and Axle Beighley**, formerly of Manchester and now parts unknown

Case Number: **659-2014-TR-00009;**

659-2014-TR-00008

Initial Hearing: Terminate Parental Rights

A petition to terminate parental rights over your minor child has been filed in this Court. You are hereby cited to appear at a Court to show cause why the same should not be granted.

Date: April 8, 2014

Time: 2:00 PM

Time Allotted: 30 Minutes

Courtroom 9 - 9th Circuit Court - Nashua

30 Spring Street

Nashua, NH 03060

A written appearance must be filed with this Court on or before the date of the hearing, or the respondent may personally appear on the date of hearing or be defaulted.

CAUTION

You should respond immediately to this notice to prepare for trial and because important hearings will take place prior to trial. If you fail to appear personally or in writing, you will waive your right to a hearing and your parental rights may be terminated at the above hearing.

IMPORTANT RIGHTS OF PARENTS

THIS PETITION IS TO DETERMINE WHETHER OR NOT YOUR PARENTAL RIGHTS OVER YOUR CHILD(REN) SHALL BE TERMINATED. TERMINATION OF THE PARENT/CHILD RELATIONSHIP MEANS THE TERMINATION SHALL DIVEST YOU OF ALL LEGAL RIGHTS, PRIVILEGES, DUTIES AND OBLIGATIONS, INCLUDING BUT NOT LIMITED TO THE LOSS OF ALL RIGHTS TO CUSTODY, VISITATION AND COMMUNICATION WITH YOUR CHILD(REN). IF TERMINATION IS GRANTED, YOU WILL RECEIVE NO NOTICE OF FUTURE LEGAL PROCEEDINGS CONCERNING YOUR CHILD(REN).

You are hereby notified that you have a right to be represented by an attorney. You also have the right to oppose the proceedings, to attend the hearing and to present evidence. If you desire an attorney, you may notify this Court within ten (10) days of receiving this notice and upon a finding of indigency, the Court will appoint an attorney without cost to you. If you enter an appearance, notice of any future hearings regarding this child(ren) will be by first class mail to you, your attorney and all other interested parties not less than ten (10) days prior to any scheduled hearing. Additional information may be obtained from the Family Division Court identified in the heading of this Order of Notice.

If you will need an interpreter or other accommodations for this hearing, please contact the court immediately.

Please be advised (and/or advise clients, witnesses, and others) that it is a Class B felony to carry a firearm or other deadly weapon as defined in RSA 625.11, V in a courtroom or area used by a court.

BY ORDER OF THE COURT

Sherry L. Bisson, Clerk of Court

March 11, 2014

(659312)

C: CASA; Darin Hood-tucker, ESQ

(UL - March 24, 31)

59720 State

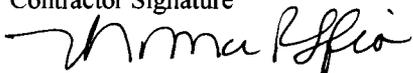
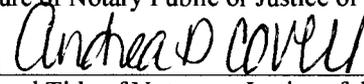
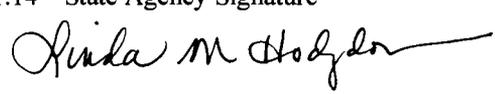
Subject: ADMINISTRATION OF DENTAL BENEFITS

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services / Risk Management Unit		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301 Room 412	
1.3 Contractor Name Delta Dental Plan of New Hampshire, Inc. d/b/a Northeast Delta Dental		1.4 Contractor Address One Delta Drive, PO Box 2002 Concord, NH 03302	
1.5 Contractor Phone Number 603-223-1000	1.6 Account Number 102-500691, 102-500692, 102-500569, 102-500694	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$ 1,061,504
1.9 Contracting Officer for State Agency Catherine A. Keane Director of Risk and Benefits		1.10 State Agency Telephone Number (603) 271-2059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas Raffio, President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merriamack</u> On <u>August 20, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		NOV. 17 2015 ANDREA D. COVER NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Administrative Assistant, Legal Department</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>W. K. Brun</u> On: <u>Sept 2, 2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Delta Dental Initials: TR

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor

nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A –SERVICES TO BE PERFORMED

This EXHIBIT A is made a part of the Agreement between the State of New Hampshire (“State”) and Delta Dental Plan of New Hampshire, Inc. which, collectively with Delta Dental Plan of Maine and Delta Dental Plan of Vermont does business as Northeast Delta Dental (“Contractor” or “DDPNH”) and sets forth the services and obligations to be performed by Contractor.

ARTICLE 1 - DEFINITIONS

For purposes of this EXHIBIT A and any addenda, attachments or schedules to the Agreement, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent.

- a. **ADMINISTRATIVE SERVICES FEE.** The amount payable to DDPNH in consideration of its administrative services and operating expenses as specified in EXHIBIT B to this Agreement.
- b. **AGREEMENT PERIOD.** The period commencing at 12:00 a.m. on January 1, 2015 and ending at 11:59 p.m. on December 31, 2017, unless otherwise terminated in accordance with the terms of the Agreement. The Agreement may be renewed for an additional two years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.
- c. **CLAIM.** Written or electronic notice of a request for reimbursement of any dental service in a format acceptable to DDPNH.
- d. **CLAIM INCURRED DATE.** The date that the service is provided to an Enrollee.
- e. **CLAIMS RUNOUT.** Claims which are incurred but unreported and/or unpaid as of the effective date of termination of the Agreement.
- f. **COVERED SERVICE.** Any Dental Care rendered to Enrollees for which benefits are eligible for reimbursement pursuant to the terms of the DPD.
- g. **DENTAL PLAN DESCRIPTION or DPD.** A description of the Dental Care benefits provided under the Program that is administered by DDPNH.
- h. **DELTA DENTAL PREMIER NETWORK.** The Delta Dental Premier Network is a traditional fee-for-service national network that allows enrollees to visit any licensed Dentist within a nationally defined network.
- i. **DELTA DENTAL PPO NETWORK.** Delta Dental PPO Network is a national PPO arrangement that allows enrollees to visit any licensed Dentist within a nationally defined network.
- j. **DENTAL CARE.** Dental services ordinarily provided by licensed Dentists for diagnosis or treatment of dental disease, injury, or abnormality based on valid dental need in accordance with accepted standards of dental practice at the time the service is rendered.
- k. **DENTIST.** A person duly licensed to practice dentistry in the state in which Dental Care is provided.
- l. **EFFECTIVE DATE.** The date as set forth in the Agreement Period.
- m. **ENROLLEE.** The State of New Hampshire employees and their dependents, as defined in the DPD, who have satisfied the eligibility requirements of the employee dental benefit program of the State, applied for coverage, and been enrolled for benefits.
- n. **GROUP IDENTIFICATION NUMBER (GID).** The identifying number assigned to the State or subgroups of the State.
- o. **NON-PARTICIPATING DENTIST:** A Dentist who has not signed a Participating Dentist Agreement. Payment made for Dental Care rendered by a Non-Participating Dentist within the Northeast Delta Dental operating area (Maine, New Hampshire and Vermont) shall be based on the lesser of the Dentist's submitted charge or the plan's allowance for Non-Participating Dentists. Payment made for Dental Care rendered by a Non-Participating Dentist for Dental Care outside of the Northeast Delta Dental operating area

(Maine, New Hampshire and Vermont) shall be based on the lesser of the Dentist's actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the area in which the services were provided.

- p. **PAID CLAIM.** The amount submitted to the State for reimbursement for Covered Services or services provided during the Agreement Period and prior agreement. Paid Claims shall also include any applicable interest, Claim surcharges or other surcharges assessed by a state or government agency and any Claims paid pursuant to pilot or test programs.
- q. **PARTICIPATING DENTIST.** A Dentist who has signed a participating agreement. A Participating Dentist shall abide by such uniform rules and regulations as are from time to time prescribed by Delta Dental. A Dentist who has signed a participating agreement with a Delta Dental company in another state, is also a Participating Dentist.
- r. **PROGRAM and GROUP DENTAL PROGRAM.** The employee dental benefit program established by the State, in effect during the Agreement Period, as it may be amended from time to time.
- s. **PROGRAM ADMINISTRATOR.** The Program Administrator is the State.
- t. **PROGRAM DOCUMENTS.** The documents that set forth the terms of the Program, which documents include the Dental Plan Description booklet.
- u. **SUBSCRIBER or PROGRAM SUBSCRIBER.** An employee of the State or other eligible person (other than a dependent) who is enrolled in the Program.

ARTICLE 2 - ADMINISTRATIVE SERVICES PROVIDED BY DDPNH

- a. DDPNH shall administer the enrollment of eligible persons and termination of Enrollees as directed by the State, subject to the provisions of this EXHIBIT A. DDPNH shall, with the assistance of the State, respond to all direct routine inquiries made to it by employees and other persons concerning eligibility in the Program. Unless otherwise specifically provided in the DPD or under this Agreement, DDPNH shall apply its standard administrative practices and procedures and enrollment policies, which may be revised or modified from time to time, in connection with the performance of its responsibilities hereunder.
 - 1. DDPNH shall administer the active employee dental plan as directed by the State and in accordance with Collective Bargaining Agreements, as amended during the Agreement Period. The attached document "Appendix D Collective Bargaining Agreement 2013-2015" describing the summary of the current active employee dental plan, referenced herein as Appendix A shall be amended as required by Collective Bargaining Agreements.
 - 2. The State shall transfer eligibility files to DDPNH and the Parties shall agree on when and how DDPNH shall enter such files into its systems and make the files available to the State for its use.
 - 3. DDPNH call center shall be available to Enrollees from 8:00 am to 4:45 pm Monday through Friday, excepting recognized holidays.
 - 4. DDPNH shall exchange data files with the State using the State of New Hampshire's Secure File Exchange Server.
 - 5. DDPNH shall attend State meetings and events as required.
 - 6. DDPNH shall process benefit predetermination of payment upon request and provide results to the Enrollee as well as the provider.
 - 7. State staff shall have access to the DDPNH Group Administrator and Electronic Billing Presentment and Payment portals. Training shall be provided to State staff upon request.
 - 8. State staff shall have access to the DDPNH Account Manager and eligibility staff as needed.

9. DDPNH shall provide Telecommunications Device for the Deaf (TDD) and translation services for non-English speaking Enrollees.
 10. Enrollees shall have access to online DDPNH services including a provider directory, plan details, claims status and explanation of benefits.
 11. DDPNH shall make available to Enrollees their optional oral health outreach program called Health through Oral Wellness (HOW).
 12. DDPNH shall develop a client satisfaction survey subject to approval of the State that shall be completed by the State annually within thirty days of the close of a contract year. The result of such survey shall be used to determine the account team's performance in accordance with the performance guarantees.
- b. DDPNH shall perform the following Claims administration services:
 1. Process Claims with a Claim Incurred Date during the Agreement Period and prior periods for which DDPNH was responsible for claims administration services, including investigating and reviewing such Claims to determine what amount, if any, is due and payable with respect thereto in accordance with the terms and conditions of the DPD, and this Agreement. In processing Claims, DDPNH shall perform coordination of benefits ("COB") services, and the State hereby authorizes DDPNH to perform such services in accordance with DDPNH's standard policies, procedures and practices which may be revised or modified from time to time, unless alternative provisions for COB are indicated in the DPD.
 2. In connection with its Claims processing function, disburse to the person or entities entitled thereto (including any Dentist and Vendor entitled to payment under an appropriate contract with DDPNH or otherwise under the terms of the DPD) payments that it determines to be due in accordance with the provisions of the DPD.
 - c. The State designates DDPNH to serve as a fiduciary solely to perform the processing of Claims appeals. DDPNH shall have all the powers necessary and appropriate to enable it to carry out its Claims appeal processing duties. This includes, without limitation, the right and discretion to interpret and construe the terms and conditions of the Program benefits described in the DPD, subject to the Claims review provisions as described in this Agreement. DDPNH's interpretation and construction of this Agreement and DPD in the course of its processing of any appeal of a Claim shall be binding upon the Program, the State, and Enrollees. The State designates DDPNH to undertake fiduciary responsibilities exclusively in connection with the processing of appeals of Claims. DDPNH and the State agree that DDPNH shall have no fiduciary responsibility in connection with any other element of the administration of the Program.
 - d. DDPNH shall administer complaints and appeals according to DDPNH's complaint and appeals policy, which policy shall be approved by the State, and which approval shall not be unreasonably withheld, unless the DPD provides otherwise. The State reserves the right to provide benefits for non-covered Claims and may instruct DDPNH to provide benefits for such Claims. In addition, DDPNH reserves the right to exclude any such extra-contractual payments from performance guarantee calculations.
 - e. In the event that DDPNH determines that it has paid a Claim in an amount less than the amount due under the DPD, DDPNH shall promptly adjust the underpayment. If it is determined by DDPNH or the State that any benefit payment has been made for an ineligible person, that an overpayment has been made, or that a sum is due to the State under the coordination of benefits or subrogation provisions, DDPNH shall make reasonable efforts to collect such amounts but shall not be required to initiate or maintain any judicial proceeding to make the recovery as described in Article 12 of this EXHIBIT A. DDPNH shall, during the Agreement Period, refund to the State any overpaid amounts only if DDPNH successfully recovers such amounts.
 - f. DDPNH shall respond to inquiries by Enrollees regarding Claims for benefits under the Program.
 - g. In processing Claims in accordance with the DPD, DDPNH shall provide notice in writing when a Claim for benefits has been denied, setting forth the reasons for the denial, the right to a full and fair review of the denial under the terms of the Program, and otherwise satisfying applicable regulatory requirements governing notice of a denied Claim. If an Enrollee opts for electronic notice of explanation of benefits, such

electronic notice shall satisfy this requirement; however, if an Enrollee requests a paper copy of a notice of explanation of benefits then DDPNH shall provide such paper copy.

- h. DDPNH shall issue (2) two identification cards to each new Subscriber, identified as such on the State's enrollment interface. Such identification cards shall be for the administration of Enrollees' Dental Care benefits under the Program only.
- i. DDPNH shall prepare a directory of Providers (the "Provider Directories"), which shall be updated from time to time. The Provider Directories shall contain information such as dental specialty, office addresses and telephone number(s). Provider Directories shall be made available to Enrollees electronically.
- j. DDPNH shall provide the State with information necessary to enable Enrollees to effectively access Program benefits described in the DPD, including, but not limited to, Claim forms and Claim filing instructions.
- k. DDPNH reserves the right to make benefit payments to either Providers or Subscribers. The State agrees that during the Agreement Period, the terms of the Program shall provide for such discretion in determining the direction of payment (including, but not limited to, the inclusion of a provision in the Program that an Enrollee may not assign rights to receive payment under the Program).
- l. DDPNH shall produce and maintain a master copy of the DPD and benefit summaries and make changes and amendments to such documents from time to time as may be required to ensure compliance with applicable state and federal laws. Changes or amendments to the master copy of the DPD shall be made pursuant to Article 8 of this EXHIBIT A. The DPD and benefit summaries shall be completed as outlined in the performance guarantees.
- m. Upon written request, DDPNH shall provide the State with Program data and assistance necessary for preparation of the State's information returns and forms required by federal or state laws.
- n. DDPNH has oversight responsibility for compliance with Participating Dentist Agreements. DDPNH shall have authority to enter into a settlement or compromise regarding enforcement of these contracts.

ARTICLE 3 - OBLIGATIONS OF STATE

- a. The State shall furnish to DDPNH initial information regarding Enrollees. The State is responsible for determining eligibility of persons and advising DDPNH in a timely manner, through a method agreed upon by the parties, including eligibility reports, electronic transmissions and individual applications, as to which employees, dependents, and other persons are to be enrolled Enrollees. The State shall keep such records and furnish to DDPNH such notification and other information as may be required by DDPNH for the purpose of enrolling Enrollees, processing terminations, effecting COBRA coverage elections, effecting changes in single or family contract status, effecting changes due to an Enrollee becoming disabled or being eligible for short-term or long-term disability, determining the amount payable under this Agreement, or for any other purpose reasonably related to the administration of this Agreement.

Subscribers, dependents, or other persons who are determined to be ineligible for benefits under the Program shall be reported as a deletion from the Program in a manner and frequency agreed to by the parties. Upon the State's direction to DDPNH, the benefits of such Subscriber, and his or her dependents, shall terminate at the end of the period for which fees were paid. The State shall give DDPNH reasonable notice of any Enrollee's termination to enable DDPNH to remove the Enrollee from DDPNH's list of Enrollees. DDPNH shall have no obligation to pay Claims for persons no longer eligible for coverage. Further, if DDPNH has paid Claims for persons no longer eligible because DDPNH was provided inaccurate eligibility information, DDPNH did not receive timely notification of termination, or DDPNH received notice of a retroactive change to enrollment, then State shall reimburse DDPNH for all unrecovered amounts it has paid on Claims. In the event that the State has already reimbursed DDPNH for such unrecovered amounts paid on Claims, no further sums are owed under this Article 3(a).

DDPNH reserves the right to limit retroactive changes to enrollment to a maximum of ninety (90) days from the date notice is received. Acceptance of payment of fees from the State or the payment of benefits to Enrollees no longer eligible shall not obligate DDPNH to continue to administer benefits for such Enrollee(s) who is/are no longer eligible.

- b. In determining any individual's right to benefits under the DPD, and in performing its other obligations as set forth in Article 2, DDPNH shall rely on eligibility information furnished by the State. It is mutually understood that the effective performance of this Agreement by DDPNH shall require that it be advised on a timely basis by the State during the Agreement Period of the identity of employees, dependents, and other persons eligible for benefits under the Program. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided in accordance with the terms of this Agreement with such other information as may reasonably be required by DDPNH for the proper administration of Program benefits described in the DPD. The State acknowledges that prompt and complete furnishing of the required eligibility information is essential to the timely and efficient administration by DDPNH of Claims.
- c. The State acknowledges that it serves as Program Administrator, and shall have all discretionary authority and control over the management of the Program, and all discretionary authority and responsibility for the administration of the Program except as provided in Article 2 (c) of this Agreement. DDPNH does not serve either as Program Administrator or as a Named Fiduciary of the Program other than as a fiduciary for processing appeals of Claims. All functions, duties and responsibilities of DDPNH are governed exclusively by this Agreement and the DPD.
- d. The State acknowledges that it is the State's sole responsibility, and not DDPNH's, to comply with the Family and Medical Leave Act ("FMLA") in connection with certain Subscribers on leave.
- e. The State agrees to and shall notify all Subscribers in the event of termination of this Agreement.
- f. The Parties shall agree upon the terms of the DPD to be provided to Enrollees. Material changes and/or modifications to the DPD shall be made according to Article 8. The State shall be responsible for making DPD available to Subscribers and Enrollees.
- g. The State shall prepare and is responsible to make all governmental filings.
- h. The State is responsible for complying with all unclaimed property or escheat laws, and for making any required payment or filing any required reports under such laws.
- i. The State shall provide or designate others to provide all other services required to operate and administer the Program that is not expressly the responsibility of DDPNH under this Agreement.

ARTICLE 4 - CLAIMS PAYMENT METHOD

- a. The State shall pay DDPNH for Paid Claims according to the Claims Payment Method described in Article 2 of EXHIBIT B. In addition, from time to time, the Parties acknowledge that the appropriateness of a Claim payment may be reviewed. During the course of the period of time for review, DDPNH shall not hold the Claim payment and the State shall reimburse DDPNH for such Claim payment.
- b. The Parties acknowledge that, from time to time, a Claims adjustment is necessary as a result of coordination of benefits, subrogation, workers' compensation, payment errors and the like, and that the adjustment takes the form of a debit (for an additional amount paid by DDPNH) or a credit (for an amount refunded to DDPNH). The Parties agree that such Claims adjustments shall be treated as an adjustment to the Claims payment made in the billing period in which the adjustment occurs, rather than as a retroactive adjustment to the Claim as initially paid. No Claims adjustment shall be made beyond the Claims Runout period following termination of this Agreement.

ARTICLE 5 - ADMINISTRATIVE SERVICES FEE

- a. The State shall pay DDPNH the Administrative Services Fee, as described in Article 3 of EXHIBIT B, during the Agreement Period.

ARTICLE 6 - CLAIMS RUNOUT

- a. DDPNH shall pay the Claims Runout for the period of time described in Article 4 of EXHIBIT B. Following termination of this Agreement, the terms of this Agreement shall continue to apply with respect to the processing and payment of such Claims Runout. The State acknowledges and agrees that DDPNH shall have no obligation to process or pay any Claims Runout or return Claims filed with DDPNH to the State

beyond the Claims Runout period designated in Article 4 of EXHIBIT B, including any Claims incurred by a Enrollee under a continuation of coverage provision of the DPD, and the State acknowledges and agrees that any amounts recovered beyond the Claims Runout period shall be retained by DDPNH.

ARTICLE 7 - RENEWAL SCHEDULE

- a. For the fourth (2018) and fifth (2019) terms, should they occur, DDPNH shall provide the State with a minimum of (90) days advance notice of renewal fees and guarantees.

ARTICLE 8 - CHANGES IN THE DPD AND AGREEMENT

- a. DDPNH and the State shall agree upon any changes to the DPDs that may be necessary and/or in the best interest of Enrollees. In the event changes to the provisions of the DPD are mandated as a result of a change to any state and/or federal law, the Parties shall meet and determine the best manner to change the terms of the DPDs to conform to such law. In the event of material changes to a DPD, the State shall provide timely notice of such changes to Enrollees.
- b. No change to a DPD shall be effective unless and until approved in writing by an authorized representative of DDPNH and the State.

ARTICLE 9 - DATA REPORTS

- a. Upon the State's request and as permitted by the Business Associate Agreement entered into between the Parties, DDPNH shall provide data reports pursuant to DDPNH's standard reporting package as requested by the State within 3 business days at no extra charge. DDPNH's standard reporting package includes but is not limited to:
 1. A monthly accounting of Paid Claims paid by DDPNH by Group Identification Number (GID) in accordance with this Agreement and this EXHIBIT A and of payments to DDPNH for Administrative Services Fee and other costs, if any;
 2. A summary annual accounting of Paid Claims during the Agreement Period by GID which were paid by DDPNH in accordance with this Agreement and EXHIBIT B and of payments to DDPNH of Administrative Services Fee and other costs during the Agreement Period;
 3. Additional reports by GID as mutually agreed to by the State and DDPNH.
- b. DDPNH shall also provide dental utilization reports by GID and support in interpretation of same as requested by the State.
- c. DDPNH shall also provide ad-hoc reports to the State upon request that demonstrate compliance with the metrics and performance standards and guarantees set forth in EXHIBIT A, Schedule 1 of the Agreement.

ARTICLE 10 - CLAIMS AUDIT

- a. The State shall have the right to audit, using an independent auditor of the State's choosing, any Claims paid by DDPNH on behalf of the State on DDPNH's premises, during regular business hours. The State shall be responsible for the fees of the independent auditor, but shall not be charged a fee by DDPNH for performance of the audit.
- b. Claims included in the audit must have been incurred during the current or preceding three calendar years of the Agreement Period or prior agreement periods. Neither the State, nor anyone acting on the State's or the plan's behalf, shall have a right to audit Claims incurred prior to such time. Any errors identified and/or amounts identified as owed to the State as the result of the audit shall be subject to DDPNH's review and approval prior to any reimbursements to the State. Overpayments shall be credited pursuant to Article 2(e) of this EXHIBIT A.

- c. Any and all Claims records or other information reviewed by the State or any third party auditor shall be treated as confidential and shall be used strictly within the parameters of the audit. In the event the State engages a third party auditor to conduct the audit, the third party auditor shall agree to indemnify and hold DDPNH harmless from any action, cost, expense or liability, including reasonable attorneys' fees, which may arise out of an inappropriate, illegal or unauthorized disclosure of any confidential information obtained through such audit. The indemnification and hold harmless requirements shall be set forth in the audit agreement which shall be executed between the auditor and DDPNH to this effect prior to conducting such audit. This indemnification shall survive termination of this Agreement.

ARTICLE 11 - CONTRACT ADMINISTRATION

- a. The State shall be solely and directly liable for the payment of any and all benefits due and payable under the Program.
- b. DDPNH is providing administrative services only with respect to the Program described in the DPD. DDPNH only has the authority granted it pursuant to this Agreement. DDPNH is not the insurer or underwriter of any portion of the Program, notwithstanding any monetary advances that might be made by DDPNH.
- c. DDPNH does not insure or underwrite the liability of the State under this Agreement. DDPNH is strictly an independent contractor. DDPNH has no responsibility or liability for funding benefits provided by the Program, notwithstanding any advances that might be made by DDPNH. The State retains the ultimate responsibility and liability for all benefits and expenses incident to the Program, including but not limited to, any state or local taxes that might be imposed relating to the Program.
- d. The Parties acknowledge that the Program described in the DPD is a self-insured plan and as such is not subject to state insurance laws or regulations.
- e. The State shall ensure that sufficient amounts are available to cover Claims payments, the monthly Administrative Services Fee, and other fees or charges.
- f. DDPNH intends to use the following vendors for the services indicated: FiServe – production and distribution of ID cards; Rocky Mountain Data – data entry of claims; Emdeon – printing and mailing checks and EOBs; CDI – electronic presentment of billing statements; Combined Services, LLC – administration of Retiree COBRA. This section shall serve as written consent by the State to use the above-mentioned subcontractors. Any further subcontracting of services, or changes to the above subcontractors, shall require the written consent of the State pursuant to section 12 of this Agreement.
- g. DDPNH, as a Business Associate of the Plan, shall comply in all respects with the Business Associate Agreement attached hereto as Appendix B and shall maintain the confidentiality of all information related to the administration of the Plan in accordance with the Business Associate Agreement. In addition, both parties agree that each shall comply with all applicable state and federal laws regarding confidentiality, security and privacy of information of Plan Participants.

ARTICLE 12 - DDPNH AS RECOVERY AGENT

- a. The State grants to DDPNH the sole right, to pursue recovery of Paid Claims administered on behalf of Enrollees under this Agreement. DDPNH shall establish recovery policies, determine which recoveries are to be pursued, initiate and pursue litigation when it deems this appropriate, incur costs and expenses and settle or compromise recovery amounts. DDPNH shall return 100 percent of monies from overpayments or duplicate payments to the State and shall not charge the State a recovery collection fee.

ARTICLE 13 - NETWORK ACCESS

- a. DDPNH agrees to provide subscribers and their dependents enrolled in the State's employee dental benefits access to both the Delta Dental PPO national provider network of participating providers and its broad based Delta Dental Premier national network of participating providers. Both networks shall contract with Participating Dentists that agree to but not be limited to:

1. Abiding by standard operational protocols and;
2. Not balance billing patients for Dental Care outlined in the DPD.

ARTICLE 14 - COBRA ADMINISTRATION

- a. The State's medical benefits administrator or its designee shall administer federally mandated components of COBRA administration including but not be limited to; all notification requirements, administration of COBRA continuation coverage billing and the related premium collection.
- b. Once a COBRA qualified beneficiary has notified the State's medical benefits administrator or its designee of his/her desire to elect COBRA continuation coverage, DDPNH shall be notified of this election via electronic file in a mutually agreed upon format. DDPNH agrees to enroll the qualified beneficiaries in COBRA dental benefits and issue two ID cards to the Subscriber if a new ID number is assigned.
- c. Once a COBRA qualified beneficiaries' continuation of COBRA benefits are terminated, the State's medical benefits administrator or its designee shall notify DDPNH of this termination via electronic file in a mutually agreed upon format. DDPNH agrees to terminate coverage as of the date indicated by the State's medical benefits administrator or its designee.

ARTICLE 15 - BILLING SERVICES FOR STATE LEGISLATORS

- a. DDPNH agrees to administer claims and billing for State Legislators and former Legislators, in accordance with RSA 14-A:6, who pay 100% of the working rate for dental benefits coverage. The State's eligibility administrator shall provide a file in an electronic format mutually agreed upon for the enrollment and quarterly billing administration for this population.
- b. DDPNH shall provide to the State and/or a designated party within the State a report in an agreed upon format of; premium collection, account status and existing enrollment by tier (employee, employee + one and family) of State Legislator dental plan enrollment.

ARTICLE 16 – RETIREES

- a. DDPNH shall make available a fully-insured plan for state retirees.

ARTICLE 17 - DATA TRANSFER UPON TERMINATION

- a. DDPNH agrees to transfer electronic claim history and eligibility data in a format mutually agreed upon to the State or its designee at no additional cost upon termination.

SCHEDULE 1 - PERFORMANCE GUARANTEES

A. In order for the State to qualify for a refund under this provision of the Agreement, the following procedures must be followed:

1. Funds owed to the State related to performance guarantees may not be deducted from administrative fees by the State.
2. Performance guarantee penalties will be paid to the State. DDPNH and the State acknowledge that nothing in this article implies any undertaking by DDPNH which may be enforced by Subscribers or their Dependents.
3. Liabilities Not Assumed.
 - a. Except for the indemnification obligations set forth in Section 13 of this Agreement, each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Agreement. In no event will either party be liable for any indirect, special, incidental or consequential damages.
 - b. DDPNH shall not be liable for, nor shall any adjustment or refund of any kind be made as a result of, any loss, damage, delay or service failure (except such as may result from DDPNH's sole negligence) including without limitation any loss, damage, delay or service failure resulting from:
 - i. Acts or omissions of DDPNH resulting from incorrect or incomplete information provided by the State to DDPNH or the State's failure to meet its obligations pursuant to a conversion or implementation of DDPNH's system;
 - ii. National or local delays or disruption in transportation, delivery, telecommunications or computer networks due to events beyond DDPNH's control (such as weather phenomena, labor disputes or natural disasters); fire; acts of God; unavoidable casualties; acts of public authorities; and any other event beyond DDPNH's control;
 - iii. Acts or omissions of any person other than DDPNH, including acts or omissions of Dentists and other individuals or entities providing services or information to DDPNH.
4. If there is a conflict between the provisions of these Performance Guarantees and the terms and conditions of any other written statement or certificate issued by DDPNH pertaining to Service or Performance Guarantees, the provisions of this Agreement shall control.

B. During the Agreement Period, DDPNH shall extend to the State the Performance Guarantees which follow:

Service	Standard	Penalty
Payment Accuracy & System Performance		
Financial accuracy	Percentage of claim payments made without error relative to the total dollars paid will be at least 99%	\$5,000 per calendar year
Claim Processing Errors, Duplicates, Reversals	Percentage of claims processed without procedural or payment errors will be at least 98%	\$5,000 per calendar year
Quick Processing of Claims	90% of claims will be processed within 15 calendar days	Administration fee for last month of immediately preceding contract year
Accurate Billing by Participating Dentists	Enrollees will not be charged for more than the appropriate amount at time of service	\$50 per occurrence
Claims Eligibility Data	Eligibility loads not to exceed 2 business days after receipt	\$5,000 per calendar year

Service	Standard	Penalty
Eligibility Data Error Reporting	Eligibility file error reporting on all eligibility file updates will be provided to the State within 2 business days	\$5,000 per calendar year
Payments for Individuals Not Eligible	The State will not be held responsible to make payments for covered services paid on individuals who were not eligible. Within 30 business days after the end of each calendar month following the implementation date, you agree to provide the State with a report showing the results of such eligibility reviews and claim payment recovery completed for that calendar month.	\$5,000 per calendar year
Invoicing Errors	All invoicing errors will be credits back to the State by next billing cycle	\$5,000 per calendar year
Account Management		
State Approval of Member Communications	100% of all member communications will be approved by the State	\$5,000 per calendar year if guarantee is not met.
Member communication mailing errors	100% of all member communications shall be accurate. Should a mailing be sent in error or contain erroneous information regarding any aspect of the plans administration the vendor shall pay a penalty per erroneous document.	\$.50 per erroneous document
Account Team's Performance	The State may assess a penalty per calendar year if, after the first calendar year and each successive calendar year, the State's benefits staff do not rate vendor account team's performance, based on client satisfaction survey, for such calendar year an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between the State and vendor at the beginning of such calendar year)	\$5,000 per calendar year
Client Satisfaction Guarantee	DDPNH guarantees that if the State is not satisfied with any aspect of the renewal of the program within each Agreement Period, including implementation of a new benefit or process change, DDPNH shall provide a refund of one month's administrative fee, or no less than \$50,000 per Agreement Period	\$50,000 per Agreement Period
Marketing Service Contacts	State will receive at least two marketing service contacts from DDPNH account management staff per contract year	\$50 per occurrence
Member Services		

Service	Standard	Penalty
Telephone call availability and answering speed	100% of all calls are answered within 45 seconds between 8:00 a.m. and 4:45 p.m. EDT/EST on business days	\$5,000 per calendar year
Phone Abandonment Rate	100% of calls to the State-specific toll free line shall be answered with an abandonment rate of 3% or less	\$5,000 per calendar year
Member Satisfaction Survey	The vendor agrees to conduct a Member Satisfaction Survey for each contract year and that the Satisfaction Rate will be 90% or greater. A yearly penalty may be assessed against the vendor for failure to meet this standard. "Member Satisfaction Rate" means (i) the number of Eligible Persons responding to vendor's annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey; the State must provide timely approvals and responses, and a minimum of 20% of surveys must be returned for the Performance standard to be applicable	\$5,000 per calendar year
Exceptional Customer Service	100% of Enrollee inquiries will be resolved immediately or guarantee an initial update within one business day.	\$50 per occurrence
Reports		
Ad-hoc Reports	A minimum of 90% of Ad-hoc reports will be delivered to State within 7 business days of the request. Ad-hoc reports are defined as reports that are not part of the vendor's standard reporting package	\$500 per occurrence Maximum penalty is \$2,000 annually
Standard Reports	A minimum of 95% of standard reports will be delivered to the State within 3 business days of the request or as required herein	\$500 per occurrence Maximum penalty is \$2,000 annually
Report Accuracy	All reports delivered to the State shall be accurate, if the State and DDPNH determine a report is inaccurate, a penalty shall apply	\$500 per occurrence Maximum penalty is \$2,000 annually
Benefit Documents		
Benefit Summaries	Final benefit summaries will be delivered to the State by November 10 th of each year or within 10 business days of the delivery to the vendor of the detailed collectively	\$1,000 per occurrence

Service	Standard	Penalty
	bargained benefit design, as applicable	
Benefit Book (Dental Plan Description)	Final benefit books, approved by the State, will be delivered to the State by December 15 th or within 10 business days of the delivery to the vendor of the detailed collectively bargained benefit design, of each contract year as applicable	\$1,000 per occurrence

1. **Telephone Call Availability.** DDPNP guarantees Customer Service hours of operation: 8:00 am – 4:45 pm (EST), Monday through Friday.
2. Data Reporting.
 - a. **Quarterly Reporting.** Quarterly reports shall be delivered to the State using a mutually agreed upon mode and mutually agreed upon format within thirty (30) days after the end of the last month in that quarter.
 - b. **Semi-Annual Reporting.** Semi-Annual reporting shall be delivered to the State using a mutually agreed upon mode and mutually agreed upon format within forty-five (45) days after the end of the period.
 - c. **Annual Reporting.** Annual reporting shall be delivered to the State using a mutually agreed upon mode and mutually agreed upon format within forty-five (45) days after the end of each calendar year of the Agreement Period.
3. **Eligibility Accuracy.** DDPNH shall not hold the State responsible to make claims payments for covered services paid on individuals who were not eligible. Within thirty (30) business days after the end of each calendar month, DDPNH shall provide the State with a report showing the results of such eligibility reviews and claims payment recovery completed for that calendar month.
4. **Claim Processing Errors.** DDPNH shall perform periodic audits of the claims adjudicated for payment on behalf of the State using a statistically valid number of claims and present the State with the results of the financial accuracy audit on a quarterly basis and shall provide the State with an annual summary of the quarterly audits with respect to meeting DDPNH's guarantee of claims processing financial accuracy of 99%. Any net overpayment caused by DDPNH's financial inaccuracy, as determined through the above described periodic audits shall be refunded to the State on a quarterly basis. This refund is in addition to any service guarantee penalty defined herein and will be used on all claims paid during the review period. Refunds, if any, shall be paid within forty-five (45) days of the end of the review period.
 - a. **Payment Errors** are defined as those which result in the inappropriate level of claims payment. They include simple errors of fact: wrong Plan provisions or wrong amount used in computation. They also include the misapplication of: Deductible provisions, Coinsurance provisions, Coordination of Benefits rules.
 - b. **Coding/Data Entry Errors** are defined as those which do not have immediate financial implications but which impact on the accurate measurement of Plan performance and expenses. They include, but are not limited to, coding and input of:
 - i. **Participant name**
 - ii. **Participant Address**
 - iii. **Patient Name**
 - iv. **Patient Date of Birth**
 - v. **Patient Relationship**
 - vi. **Provider ID**
 - vii. **Procedure Code (ADA or equivalent)**
 - viii. **Assignment**

- ix. Incorrect Payee*
- x. Charge paid under the wrong patient*
- xi. Missing or incorrect date of service*
- xii. Missing or incorrect Procedure Code*
- xiii. Missing or incorrect Provider Name*

5. **Guarantee Auditing.** DDPNH shall allow the State or its designee to conduct an audit of all self-reported guarantees provided by DDPNH to ensure accuracy and satisfaction of the State with its self-reporting.

EXHIBIT B - CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT

This EXHIBIT B shall govern the Agreement Period and each calendar year of the Agreement Period. This EXHIBIT B shall supplement the terms and provisions of EXHIBIT A. Words defined in EXHIBIT A shall have the same meaning in this EXHIBIT B unless expressly defined otherwise herein. If there are any inconsistencies between the terms of EXHIBIT A and this EXHIBIT B, the terms of this EXHIBIT B shall control.

ARTICLE 1 - AGREEMENT PERIOD

The terms and conditions of this EXHIBIT B shall apply to and govern the Agreement Period and each calendar year of the Agreement Period, including any extension thereof.

The initial Claim Incurred Date for purposes of this Agreement shall be the first date of the Agreement Period.

ARTICLE 2 - CLAIMS PAYMENT METHOD

DDPNH shall provide to the State a weekly invoice of dental claims paid by DDPNH on behalf of the State under the State's dental benefits program. Such statement shall also include claims paid by DDPNH since the effective date of this Agreement, and previous Agreement's which it replaces but not previously billed to the State. Such statement shall be reported based on plan codes prescribed by the State for reporting purposes. Statements shall be provided to the State on Tuesday of each week, except that the statement shall generally be provided on Wednesday of the last billing week of the month or in a week in which a holiday falls on Monday or Tuesday of the week. The weekly payment amount shall be reimbursed by the State to DDPNH within seven (7) working days of the State's receipt of each weekly statement. DDPNH shall provide the State with a monthly detailed claim report which shall reconcile with the State's weekly statements. Such monthly claim report shall be provided to the State within seven (7) working days of the end of a billing month.

The State shall not issue payment to DDPNH for Claims paid based upon verbal instruction or information from DDPNH. No penalties or interest shall be charged to the State for late funding or late payment.

ARTICLE 3 - ADMINISTRATIVE SERVICES FEE

A. Payment of Administrative Services Fee

1. Administrative Services Fees shall be billed to the State on a monthly basis.
2. DDPNH shall bill the Administrative Services Fee to the State at the end of each month based on the number of employees eligible according to the State's enrollment administrator on such date as the parties mutually agree. The State and DDPNH agree that no retroactive adjustments to the payment due for a billed month shall be made. The amount billed shall be due and payable by the State within seven (7) working days of the State's receipt of DDPNH's statement. Upon request by the State, an eligibility listing of covered Enrollees shall be provided.
3. The State shall not issue payment to DDPNH for the Administrative Services Fee based upon verbal instruction or information from DDPNH. No penalties or interest shall be charged to the State for late funding or late payment.

B. Amount of Administrative Services Fees

1. The Administrative Services Fee for the Agreement Period shall be **\$2.90 per Subscriber per month.**
2. In the event the State exercises its right to extend the Term of this Agreement beyond the Agreement Period, the Parties shall establish the amount of the Administrative Services Fees no later than ninety (90) days prior to the commencement of any such extension Term. The State reserves the right to negotiate a lower Administrative Services Fee with DDPNH.

ARTICLE 4 - CLAIMS RUNOUT FOLLOWING TERMINATION

A. Claims Runout Services

1. **Claim Processing.** DDPNH shall continue to administer claims under the State's dental program for dates of service prior to the termination date of the Agreement for a twelve (12) month period (Claims Runout) following the termination of the Agreement, if this Agreement is not replaced by a succeeding Term or Terms. DDPNH shall continue to advance the weekly claims payments and the State shall continue to reimburse DDPNH such payments on a weekly basis as provided herein.
2. **C.O.B.** Coordination of benefit payments that are received by DDPNH during the Claims Runout shall be credited to the State in accordance with the Agreement. All such payments received by DDPNH after the end of the applicable Claims Runout shall be retained by DDPNH.
3. **Right of Recovery.** Recovery amounts recovered during the Claims Runout by DDPNH shall be credited to the State in accordance with this Agreement. All such amounts received after the Claims Runout shall be retained by DDPNH.

B. Compensation

1. No Administrative Services Fee shall be billed by DDPNH, or due and payable by the State for such twelve (12) month period (Claims Runout) following termination.

EXHIBIT C –SPECIAL PROVISIONS

This EXHIBIT C-Special Provisions is made a part of the Agreement. There are no Special Provisions for this Agreement.

Appendix A

**APPENDIX D (Collective Bargaining Agreement 2013-2015)
ACTIVE EMPLOYEE DENTAL PLAN**

EFFECTIVE JANUARY 1, 2014

1. **Calendar Year** – January 1 through December 31
2. **Eligibility Period** – First day of the month following completion of one (1) month of continuous employment
3. **Eligible Persons** – Full-time employees, their spouses, and qualified dependent children. Children will be covered from birth and may remain covered until their 26 birthday.
4. **Selected Benefits & Percentage Paid by Dental Administrator:**

Coverage A Diagnostic & Preventive 100%
Coverage B Restorative 80%
Coverage C Prosthodontics 50%
Coverage D Orthodontics 50%
5. **Maximum Calendar Year Benefit** – The maximum amount which, the plan will pay is \$1,500 per person per Calendar Year (Coverages A, B and C). Coverage D (Orthodontics) has a separate lifetime Maximum of \$1,200 for each eligible adult and dependent child.
6. **Deductible** – There is a \$25 deductible per person per Calendar Year, applied to Coverage C services only. Any expense incurred during the last 3 months of a calendar year which is applied against an individual's deductible will also reduce his/her deductible for the next year.
7. **Contribution** – The employee *will contribute for employee (and qualified dependent) coverage (per pay period) as follows: Employee \$2.00; Employee +1 \$2.00; Family \$2.00.*

Coverage A Benefits

Diagnostic:

- Evaluations to determine required dental treatment
- Limited oral evaluation
- Comprehensive oral evaluation – one complete comprehensive evaluation per specialist or General Dentist in a lifetime
- Periodic Evaluation – once in any period of six (6) consecutive months. This can be by a specialist or a general dentist.
- Radiographs (x-rays) – complete series or panoramic film once in any period of three (3) consecutive years; bitewing films (x-rays) twice per calendar year; films (x-rays) of individual teeth as necessary

Preventive:

- Specific procedures employed to prevent the occurrence of dental disease
- Prophylaxis (cleaning) – three (3) per calendar year (child prophylaxis up to thirteenth (13)) birthday; adult prophylaxis thereafter). This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance procedures (Coverage B).
- Fluoride treatment – twice per calendar year up to age nineteen (19).
- Space maintainers
- Sealants

Coverage B Benefits

Palliative Treatment:

- Minor treatment for the relief of pain

Restorative:

Amalgam (silver) and/or resin (white) restorations. Resin restorations are a benefit on anterior teeth only.

Endodontics:

Pulpal therapy, apicoectomies, retrograde fillings, and root canal therapy

Periodontics:

- Treatment of diseased tissue supporting the teeth and periodontal maintenance procedures.
- Prophylaxis (cleaning) – twice per calendar year. This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance procedures (Coverage B).

Oral Surgery:

Extractions and covered surgical procedures

Injection Drugs**Denture Repair:**

Repair of removable denture

Denture Rebase and Reline

Rebase and Reline of complete and partial dentures

Crown and fixed partial Denture repair:

Repair of crown or fixed partial denture to its original condition

Anesthesia:

General anesthesia administered in conjunction with an extraction, tooth reimplantation, surgical exposure of the tooth, biopsy, transseptal, fiberotomy, alveoloplasty, vestibuloplasty, incision and drainage of an abscess, and/or frenulectomy.

General anesthesia will also be covered when administered in conjunction with procedures performed in the dental office for the following covered patients:

- (a) A child under the age of six (6) who is determined by a licensed Dentist in conjunction with a licensed primary care physician to have a dental condition of significant complexity which requires the child to receive general anesthesia for the treatment of such a condition; or
- (b) A person who has exceptional medical circumstances or a developmental disability as determined by a licensed physician which place the person at serious risk.

COVERAGE C BENEFITS**Restorative Crowns and Onlays:**

Crowns and onlays when a tooth cannot be adequately restored with amalgam (silver) or resin (white) restorations

Implant Services:

Surgical placements of an endosteal implant body including healing cap. An implant body including healing cap is a benefit once in a lifetime per site. Eposteal and transosteal implants are optional. An allowance will be paid equal to an endosteal implant. Patient will be responsible for any additional fee.

Prosthodontics:

- Fixed partial dentures (abutment crowns and pontics); removable complete and partial dentures; core buildups; cast and prefabricated post and cores; and precision attachments.
- Implant Supported Prosthetics

COVERAGE D BENEFITS**Orthodontics:**

- Necessary treatment and procedures required for the correction of malposed teeth
- Limited to \$1,200 lifetime maximum for eligible adults and dependent children.

GENERAL EXCLUSIONS AND LIMITATIONS

The dental benefits provided by the dental benefit administrator shall not include the following:

- a. Services for injuries or conditions compensable under Worker's compensation or Employer's liability laws.
- b. Services that are determined by the dental benefit administrator to be rendered for cosmetic reasons, or to correct congenital malformations, or cosmetic surgery. (This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.)
- c. Services including, but not limited to, endodontics and prosthodontics (including crowns and removable fixed dentures), started prior to the date the Subscriber or Dependent became eligible under the Agreement.
- d. Prescription drugs, premedications, and/or relative analgesia.
- e. Charges for hospitalization, general anesthesia for restorative dentistry (except as noted in Section III. Coverage B Benefits
- f. Charges for failure to keep a scheduled visit with the Dentist.
- g. Charges for completion of forms. Such charges shall not be made to a Subscriber or Dependent by Participating Dentists.
- h. Dental Care that is not necessary and customary as determined by generally accepted dental practice standards.
- i. Dental Care or supplies that are not within the classification of benefits defined in the Agreement.
- j. Appliances, procedures, or restorations for: (a) increasing vertical dimension; (b) altering, restoring, or maintaining occlusion; (c) replacing tooth structure lost by attrition or abrasion; (d) correcting congenital or developmental malformations; (e) esthetic purposes; or (f) implantology techniques.
- k. Payments of benefits for the Subscriber and/or Dependent(s) terminate on the last day of the month after the date on which the Subscriber becomes ineligible for benefits.
- l. Charges for Dental Care or supplies for which no charge would have been made in the absence of dental benefits.
- m. Charges for Dental Care or supplies received as a result of dental disease, defect, or injury due to act of war, declared or undeclared.
- n. Temporary services.
- o. A consultation unless performed by a practitioner who is not performing further services.
- p. Case presentation and treatment planning. Patient will be responsible for any additional fee.
- q. Athletic mouthguards and occlusal guards (night guards).
- r. Pulp vitality tests.
- s. Incomplete treatment.

State of NH & SEA
November 21, 2013 – June 30, 2015

Please note: This benefit summary describes some of the benefits, terms of coverage and exclusions under your dental plan. A complete description of the benefits, terms of coverage, exclusions and limitations is provide in the Dental Plan Description.

~end~

Appendix B

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Delta Dental Plan of New Hampshire, Inc. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement shall mean the State of New Hampshire Department of Administrative Services Employee and Retiree Health Benefit Program. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

BUSINESS ASSOCIATE AGREEMENT

1. Definitions

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. All terms not otherwise defined herein shall have the same meaning as those set forth in the HIPAA Rules.

2. Use and Disclosure of Protected Health Information (PHI)

- a. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or as required by law.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- c. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) an agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- e. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- f. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner agreed upon by Business Associate and Covered Entity. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.
- g. Business Associate shall not, unless such disclosure is reasonably necessary to provide services outlined in the Agreement, disclose any PHI in response to a request for disclosure on the basis it is required by law without first notifying Covered Entity. In the event Covered Entity objects to the disclosure it shall seek the appropriate relief and the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- h. Covered Entity may from time to time agree, pursuant to 45 CFR 164.522, to be bound by additional restrictions over and above those uses, disclosures and security safeguards of PHI outlined in the HIPAA Rules. Covered Entity shall notify Business Associate, in writing, of any such agreements. Business Associate agrees to be bound by any such additional restrictions.

3. Obligations and Activities of Business Associate

- a. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- b. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving PHI, ePHI, or Unsecured PHI as required by 45 CFR 164.410.

- c. Business Associate shall report a breach or a potential breach to Covered Entity upon discovery of any such incident. Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media. Should it be necessary to notify the media of any such breach, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported to the media.
- d. Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure, as evidenced in writing, that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, including the duty to return or destroy PHI. Covered Entity shall be considered a direct third party beneficiary of Business Associate's corresponding business associate agreements with any of its contracted business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates.
- e. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- f. Business Associate shall make available all of its internal practices, policies and procedures, books and records to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Rules.
- g. Within five (5) business days of receiving a written request from Covered Entity, Business Associate shall make available to the Covered Entity during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI for the purpose of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

Individual Rights and PHI

- h. Access
 - i. Business Associate shall respond to an individual's request for access to his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with regard to PHI that Business Associate and/or its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
 - ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals to invoke a right of access under the HIPAA Privacy Regulation by performing the following functions:
 - 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), any PHI about the individual created or received for or from Covered Entity in Business Associate's custody or control (and/or the custody or control of its subcontractors), for inspection and obtaining copies so that Covered Entity may meet its access obligations under 45 CFR 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where required by the HITECH Act.
- i. Amendment
 - i. Business Associate shall respond to an individual's request to amend his or her PHI as part of Business Associate's normal customer service functions, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
 - ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend under the HIPAA Privacy Regulation by performing the following functions:
 - 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall amend any portion of the PHI created or received for or from Covered Entity in Business Associate's custody or control (and/or the

custody or control of its subcontractors), so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

- j. Disclosure Accounting
 - i. Business Associate shall respond to an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to a request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
 - ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164.528:
 - iii. Disclosure Tracking
 - 1. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under Section II.C.2.b.
 - 2. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164.502(a)(2)(ii) or §164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.
 - 3. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.
 - iv. Exceptions from Disclosure Tracking
 - 1. Business Associate shall not be required to record Disclosure Information or otherwise account for disclosures of individuals' PHI (a) for Treatment, Payment or Health Care Operations, (except where required by the HITECH Act, as of the effective dates of such requirements) (b) to the individual who is the subject of the PHI, to that individual's personal representative, or to another person or entity authorized by the individual (c) to persons involved in that individual's health care or payment for health care as provided by 45 Code of Federal Regulations § 164.510, (d) for notification for disaster relief purposes as provided by 45 Code of Federal Regulations § 164.510, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates, (g) that are incident to a use or disclosure that is permitted by this Agreement or the ASO Agreement, (h) as part of a limited data set in accordance with 45 CFR 164.514(e), or (i) that occurred prior to Covered Entity's compliance date.
 - v. Disclosure Tracking Time Periods
 - 1. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 3.j.iii.2 above for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information.
 - vi. Provision of Disclosure Accounting
 - 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), the Disclosure Information regarding the Individual, so Covered Entity may meet its disclosure accounting obligations under 45 CFR 164.528 and the HITECH Act.
- k. Confidential Communications

- iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
 - v. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. The obligations of Business Associate under this Section shall survive the termination of this Agreement.
6. Miscellaneous
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HIPAA Rules as in effect or as amended.
 - b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
 - c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
 - d. Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.
 - e. Segregation. If any term or condition of this Appendix B or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Appendix B are declared severable.
 - f. Survival. Provisions in this Appendix B regarding the use and disclosure of PHI, return or destruction of PHI, and extensions of the protections of the Agreement in section (3)d the defense and indemnification of provision #13 of the standard contract P-37, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Appendix B.

The State of New Hampshire Employee and Retiree Health Benefit Program

Linda M. Hodgdon
Signature of Authorized Representative

Linda M Hodgdon
Name of Authorized Representative

Commissioner Admin Svcs.
Title of Authorized Representative

8/27/14
Date

Delta Dental Plan of New Hampshire, Inc.

Thomas Raffio
Signature of Authorized Representative

THOMAS RAFFIO
Name of Authorized Representative

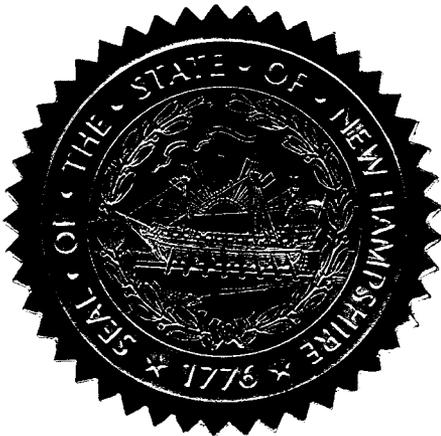
PRESIDENT + CEO
Title of Authorized Representative

8/26/14
Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DELTA DENTAL PLAN OF NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed June 30, 1961. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

License No: 100628

Presents that **DELTA DENTAL PLAN OF NH**
is hereby authorized to transact **Accident & Health** lines of Insurance
in accordance with paragraphs **IV** of **NH RSA 401:1**.

Exclusions:

Effective Date: 06/15/2014

Expiration Date: 06/14/2015



A handwritten signature in black ink, appearing to read "R. Sevigny".

**Roger A. Sevigny
Commissioner of Insurance**



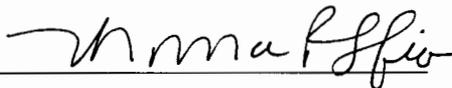
CORPORATE OFFICER'S CERTIFICATE

DELTA DENTAL PLAN OF NEW HAMPSHIRE, INC.

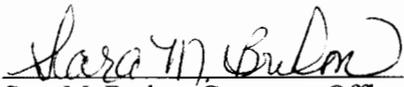
The undersigned hereby certifies that the Delta Dental Plan of New Hampshire By-Laws, as amended and re-states 12/2001, read under Article IV, OFFICERS, Section 4.04, POWERS AND DUTIES OF THE PRESIDENT:

The President shall be the chief executive officer of the Corporation and shall have general charge and control of its daily business affairs and the general powers and duties of the supervision and management usually vested in the office of President of a corporation. He shall sign and execute contracts in the ordinary course of business in the name of the Corporation and shall have the authority to delegate to other appropriate officers the authority to sign and execute contracts in the ordinary course of business in the name of the Corporation.

The undersigned further certifies that Thomas Raffio is the duly elected President Of the Corporation, and the signature appearing below of Thomas Raffio alongside his name is his genuine signature.

Thomas Raffio 

Date: August 19, 2014


Sara M. Brehm, Corporate Officer




Andrea Covell, Notary Public

Thomas Raffio, FLMI
President & CEO
Northeast Delta Dental
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Concord, NH 03302-2002

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