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

VICKI V. QUIRAM
Commissioner
(603)-271-3201

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Risk Management Unit (RMU), to exercise the option to extend the contract with Delta Dental Plan of New Hampshire, Inc., (VC# 174101), in an amount not to exceed \$720,000, increasing the total contract amount from \$1,061,504 to \$1,781,504 and to extend the end date from December 31, 2017 to December 31, 2019, to administer the self-funded dental coverage for the state employees and eligible dependents. The original contract was approved by Governor and Executive Council on October 1, 2014, Item #59. This agreement will become effective upon Governor and Executive Council approval through December 31, 2019. Funding source: Approximately 38% General Funds, 20% Federal Funds, 5% Enterprise Funds, 11% Highway Funds, 2% Turnpike Funds and 24% Other Funds

Funding is available in SFY 2017 and is anticipated to become available in SFY 2018, SFY 2019 and SFY 2020 with the authority to adjust encumbrances between state fiscal years if necessary and justified through the Budget Office, in the following accounts:

Dental Administrative Expense
01-14-14-140560-67000000
102-500691

State Fiscal year	Current Contract (CY15 - CY17)	Increase/ (Decrease)	Amended Contract w/ Extension
2015	\$168,071	\$0	\$168,071
2016	\$336,143	\$0	\$336,143
2017	\$336,143	\$0	\$336,143
2018	\$168,071	\$171,500	\$339,571
2019	\$0	\$343,000	\$343,000
2020	\$0	\$171,500	\$171,500
Total	\$1,008,428	\$686,000	\$1,694,428

01-14-14-140560-67000000
 102-500692

State Fiscal year	Current Contract (CY15 - CY17)	Increase/ (Decrease)	Amended Contract w/ Extension
2015	\$3,538	\$0	\$3,538
2016	\$7,076	\$0	\$7,076
2017	\$7,076	\$0	\$7,076
2018	\$3,538	\$3,000	\$6,538
2019	\$0	\$6,000	\$6,000
2020	\$0	\$3,000	\$3,000
Total	\$21,228	\$12,000	\$33,228

01-14-14-140560-67000000
 102-500569

State Fiscal year	Current Contract (CY15 - CY17)	Increase/ (Decrease)	Amended Contract w/ Extension
2015	\$2,654	\$0	\$2,654
2016	\$5,308	\$0	\$5,308
2017	\$5,308	\$0	\$5,308
2018	\$2,654	\$2,600	\$5,254
2019	\$0	\$5,200	\$5,200
2020	\$0	\$2,600	\$2,600
Total	\$15,924	\$10,400	\$26,324

01-14-14-140560-67000000
 102-500694

State Fiscal year	Current Contract (CY15 - CY17)	Increase/ (Decrease)	Amended Contract w/ Extension
2015	\$2,654	\$0	\$2,654
2016	\$5,308	\$0	\$5,308
2017	\$5,308	\$0	\$5,308
2018	\$2,654	\$2,900	\$5,554
2019	\$0	\$5,800	\$5,800
2020	\$0	\$2,900	\$2,900
Total	\$15,924	\$11,600	\$27,524

Total Dental Administrative Expenses

State Fiscal year	Current Contract (CY15 - CY17)	Increase/ (Decrease)	Amended Contract w/ Extension
2015	\$176,917	\$0	\$176,917
2016	\$353,835	\$0	\$353,835
2017	\$353,835	\$0	\$353,835
2018	\$176,917	\$180,000	\$356,917
2019	\$0	\$360,000	\$360,000
2020	\$0	\$180,000	\$180,000
Total Contract	\$1,061,504	\$720,000	\$1,781,504

EXPLANATION

The State provides dental coverage 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). The current contract with Delta Dental expires on December 31, 2017 and includes an option to extend for an additional two years. The State wishes to extend the term through December 31, 2019.

DAS issued a Request for Proposal (RFP) for dental benefits administration services on March 24, 2014. On April 30, 2014, three proposals were received and evaluated. The proposal submitted by Delta Dental received the highest ranking score and was accepted by unanimous vote by the evaluation members. 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.

Delta Dental continues to partner with the State in an effort to drive down the cost of dental care administration. The current \$2.90 per member per month (PMPM) rate represents a 41% drop since 2007 in the administrative fee the state pays for dental services. Delta Dental has agreed to hold its PMPM rate flat throughout the two-year extension period.

Before closing, DAS wishes to commend Delta Dental on its partnership with the State of New Hampshire, not just because they provide a broad network of dentists to deliver dental care for state employees and their families, but also because the high quality customer service our members receive is second to none.

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

Respectfully submitted,



Vicki V. Quiram
 Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN NORTHEAST DELTA DENTAL
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR THIRD PARTY ADMINISTRATION OF DENTAL BENEFITS**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 11th day of November, 2016, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Northeast Delta Dental (hereinafter referred to as "the Contractor") for Third Party Administration of Dental Benefit Services.

WHEREAS, pursuant to an agreement effective January 1, 2015 set to expire December 31, 2017, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain administrative services for the self-funded dental benefit plan for eligible state employees and their dependents in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 December 31, 2019

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$1,781,504

3. Delete Exhibit A, Article 1, DEFINITIONS, Section b, AGREEMENT PERIOD, in its entirety and substitute the following:

b. AGREEMENT PERIOD. The commencing at 12:00 a.m. on January 1, 2015 and ending at 11:59 p.m. on December 31, 2019, unless otherwise terminated in accordance with the terms of the Agreement.

4. Delete Exhibit A, Article 7, Renewal Schedule, Section a, in its entirety.
5. Delete Exhibit B, Article 3, ADMINISTRATIVE SERVICES FEE, Section B. 2, in its entirety.
6. All other provisions of the Agreement, approved by the Governor and Executive Council on October 1, 2014, shall remain in full force and effect.

NORTHEAST DELTA DENTAL

By: Thomas Raffio

Thomas Raffio
(Print Name)

Title: President & CEO

Date: 11/11/2016

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 11th day of November, 2016,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Thomas Raffio

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

Kathleen A. Gleason
(Notary Public/Justice of the Peace)

My commission expires:

KATHLEEN A. GLEASON, Notary Public
My Commission Expires October 5, 2021

STATE OF NEW HAMPSHIRE

By: Vicki Quiram

Vicki Quiram
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 11/21/16

OFFICE OF THE ATTORNEY GENERAL

By: Christen Lavers

Christen Lavers
(Print Name)

Title: Assistant Attorney General

Date: 11/18/16

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____

(Print Name)

Title: _____

CERTIFICATE OF AUTHORITY

I, Sara M. Brehm, do hereby certify that:

1. I am the Secretary of Delta Dental Plan of New Hampshire, Inc. (hereinafter the “Corporation”), a duly licensed insurance company in the State of New Hampshire.

2. Attached hereto is a true copy of the Bylaws of the Corporation, which authorizes certain officers of the Corporation to execute legal documents on behalf of the Corporation, including as more specifically referenced in the following excerpt from the current Bylaws:

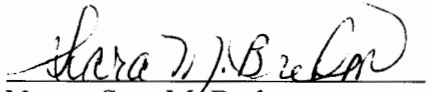
Section 4.04: POWERS AND DUTIES OF THE PRESIDENT. The President shall be the chief executive officer of the Corporation and shall have general charge and control of its daily business affairs and shall have the general powers and duties of the supervision and management usually vested in the office of 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.

3. The aforementioned Bylaws has not been amended or revoked and remain in full force and effect as of this 11th day of November, 2016.

4. Based on the foregoing Bylaws, the following duly elected officers of the Corporation are authorized to enter into contracts for the provision of services by the Corporation, including, but not limited to, a contract for the provision of services to the State of New Hampshire, Department of Administrative Services:

President: Thomas Raffio

IN WITNESS WHEREOF, all of the information provided in this statement is true, accurate and complete, to the best of my knowledge, and I have signed this Certificate of Authority on behalf of the Corporation this 11th day of November, 2016.


Name: Sara M. Brehm
Title: Secretary, duly authorized


(Seal)

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 11th day of November, 2016 personally before me appeared Sara M. Brehm, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Secretary of Delta Dental Plan of New Hampshire, Inc., who acknowledged to me that she executed said instrument voluntarily for its stated purpose.

Given under my hand and seal of office this 11th day of November, 2016.

(SEAL)


Name: Kathleen Gleason
Title: Notary Public
Commission Expires:

KATHLEEN A. GLEASON, Notary Public
My Commission Expires October 5, 2021



By-Laws of Delta Dental Plan of New Hampshire, Inc.

(hereinafter referred to as Delta)

(amended to reflect change to Article III. Section 3.02 as approved by Board and Membership, 12/2001)

Article I

MEMBERSHIP

SECTION 1.01: AUTHORIZED MEMBERSHIP. Any person who is licensed to practice dentistry by the appropriate regulatory authority of the State of New Hampshire and who complies with the rules, regulations and By-Laws of this Corporation as referred to in Section 1.11 of this Article, and who furthermore complies with the conditions of Sections 1.02, 1.03, and 1.04 of this Article shall be admitted to membership in the Corporation.

SECTION 1.02: APPLICATION FOR MEMBERSHIP. Application for membership shall be made in person on a form prescribed by the Board of Directors and such application shall be acted upon promptly by the Board of Directors or by a duly constituted membership committee.

SECTION 1.03: MEMBERSHIP AGREEMENT. There shall be inserted in the application or in a separate document accompanying the application an agreement on the part of the applicant that dental services performed for his patients insured under a dental care plan approved by the Corporation shall meet the standards of professional care approved by the Corporation. The agreement shall be in such form as shall be prescribed by the Board of Directors.

SECTION 1.04: MEMBERSHIP FEE. The application shall be accompanied by a membership fee which shall be such amount as may from time to time be determined by the Board of Directors.

SECTION 1.05: CERTIFICATION OF MEMBERSHIP. The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be prescribed by the Board of Directors. Such certificates shall be signed by the Chairman or President and by the Treasurer or an Assistant Treasurer and shall be sealed with the seal of the Corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may determine.

SECTION 1.06: ANNUAL DUES. The Board of Directors may determine from time to time the annual dues payable to the Corporation by the members. Such dues shall be payable annually on a date determined by the Board of Directors. Any member in default in payment of the annual dues for a period of thirty (30) days shall be forthwith suspended from all privileges of membership and if, after notice, such default is not cured within a period of ninety (90) days of such notice the membership of such member shall automatically cease and terminate.

SECTION 1.07: TERMINATION OF MEMBERSHIP. Membership in the Corporation shall automatically terminate with respect to any member whose license to practice dentistry is either revoked or suspended by the regulatory authority of the State of New Hampshire.

In the event the Executive Committee determines, after hearing, there is reasonable cause to believe a participating dentist has violated the rules and regulations of the Corporation or its By-Laws, or has reported to the Corporation services not rendered, or is guilty of unprofessional, unethical or fraudulent conduct which may endanger the interests of the Corporation or any of its subscribers or covered dependents, the Committee may terminate the dentist's membership in the Corporation and/or take any other action which may be proper and appropriate under the circumstances.

The Board of Directors shall have the authority to adopt and amend rules of disciplinary procedure which shall apply to all participating dentists.

SECTION 1.08: REINSTATEMENT. Any former member whose membership was terminated because of the suspension or revocation of his license to practice dentistry, whose license is restored to him or whose

suspension has terminated, shall be entitled upon application therefore to reinstatement as a member of the Corporation by a majority vote of the Board of Directors present at any duly constituted annual meeting or at any duly constituted special meeting of the Board of Directors called for that purpose. Any former member of the Corporation who was removed from membership for any reason other than a revocation or suspension of this license to practice dentistry, as aforesaid, upon application therefore, may be reinstated to membership by a majority vote of the Board of Directors present at any duly constituted annual meeting or at any duly constituted special meeting of the Board of Directors called for that purpose.

SECTION 1.09: RESIGNATION. Any member may resign upon filing a written resignation with the Corporation, effective ten (10) days from receipt by the Corporation. Such resignation shall not relieve a member so resigning of the obligation to pay any dues, or other charges theretofore accrued and unpaid. A member whose membership is terminated by resignation or otherwise shall not be entitled to a refund of any membership fee, dues or other charges.

SECTION 1.10: TRANSFER OF MEMBERSHIP. Membership in the Corporation is not transferable or assignable.

SECTION 1.11: STATEMENT OF PRINCIPALS. In order to promote the art and science of dentistry and at the same time protect public interest in matters relating to dentistry and encourage improvements of health of the public, the following principals are established:

1. Dental prepayment programs should ensure non-interference with the performance of a high quality of service by dentists, and the profession must in turn guarantee that high standard of quality will be maintained.
2. The method of authorization of dental care under a prepayment plan should prevent any interference with the dentist-patient relationship.
3. The patient must have the freedom to choose the dentist to whom he may wish to apply for treatment. Similarly the dentist must have the right to accept or reject patients who apply for treatment.
4. It is essential that any prepayment program permit the integration of continuing preventive, diagnostic, and therapeutic services under the full professional responsibility of a single practitioner, or of a coordinated series of practitioners.
5. All ethical, qualified dentists must be eligible to participate within agreed limitations of the plan.
6. Remuneration for professional services shall be on a usual, customary, and reasonable fee basis whenever possible. Such remuneration shall meet standards of adequacy in relation to the training and experience of the dentist and to the standards established by the dental profession and such remuneration be subject to adjustments at reasonable intervals to reflect changes in the economic land.
7. Any contract between an organization offering dental prepayment plans and a group of patients should provide a means by which all participants may have grievances adjudicated.
8. Dental Health education should be a part of the dental prepayment programs.

ARTICLE II
MEETING OF MEMBERS

SECTION 2.01: ANNUAL MEETINGS. The Annual Meeting of Members shall be held in the second calendar quarter of each year. In the event the New Hampshire Dental Society has any meeting in the State of New Hampshire to which its entire membership is invited during the second calendar quarter, the Annual Meeting of Members shall be held in conjunction with said NH Dental Society meeting. At this meeting, the Corporation shall report to its members on the financial performance and status of the Corporation for the prior calendar year. That report shall include disclosure of compensation and benefits paid by the Corporation to: its Chairman of the Board of Directors, individual directors of the Corporation, and all officers of the Corporation; this information is sought to inform the membership of the financial affairs of the Corporation.

SECTION 2.02: SPECIAL MEETINGS. Special meetings of the members may be called at any time for any purpose or purposes by the Chairman, by the Vice Chairman who is acting in the case of the absence or disability of the Chairman, or by a majority of the Board of Directors and shall be called forthwith by the Clerk of the Corporation, upon a petition signed by ten percent (10%) of the members and presented to the Clerk. Such petition shall state the purpose or purposes of the meeting. Business transacted at all special meetings of members shall be confined to the purpose or purposes stated in the notice of the meeting.

SECTION 2.03: PLACE OF HOLDING MEETINGS. All meetings of members shall be held at the principal office of the Corporation in the City of Concord, State of New Hampshire, except in cases in which the notices thereof designate some other place which may be within or without the State of New Hampshire.

SECTION 2.04: NOTICE OF MEETINGS. Written notice of each meeting of the members shall be mailed to each member entitled to vote thereat at his post office address, as it appears upon the membership book of the Corporation, at least ten (10) days before the meeting. Every such notice shall state the place, day and hour at which the meeting is to be held and, in the case of any special meeting, shall state briefly the purpose or purposes thereof.

SECTION 2.05: QUORUM. The presence in person or by proxy of at least fifteen (15) of the members of record of the Corporation shall constitute a quorum at all meetings of the members, except as otherwise provided by law, by the Articles of Incorporation or by these By-Laws. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the members present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 2.06: SPECIAL QUORUM. If a meeting of the members of the Corporation has been duly called for any lawful purpose, and at such meeting a sufficient number of members to approve or authorize the proposed action is not in attendance, then, if the notice of such meeting stated that the procedure authorized by this Section might be invoked the members present at such meeting in person or by proxy may by a majority vote call a further meeting of the members for the same purpose. Fifteen (15) days notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper of general circulation throughout the State of New Hampshire. At such further meeting the members present in person or by proxy shall constitute a quorum and by a majority vote of those present in person or by proxy may approve or authorize the proposed action and take any other actions which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

SECTION 2.07: CONDUCT OF MEETINGS. Meetings of members shall be presided over by the Chairman of the Corporation, or if he is not present, by the Vice Chairman or, if none of said officers is present, by a chairman pro-tempore to be elected at the meeting. The Clerk of the Corporation, if present, shall act as clerk of such meetings, and if he is not present, then the meeting shall elect its clerk.

SECTION 2.08: VOTING. Each member shall have the right to cast one vote on each matter and never more than one vote. All matters shall be decided by a majority of the votes cast at a duly constituted meeting or by written ballot, except as otherwise provided by law, in the Articles of Incorporation or by these By-Laws.

If the Chairman of the meeting shall so determine, a vote by ballot may be taken upon any matter, and the vote shall be so taken upon the request of ten per centum (10%) of the members present in person.

Upon the request of the Board or ten per centum (10%) of the members, who shall have signed a petition submitted to the Secretary of the Corporation, a vote on a matter shall be conducted by written ballot transmitted by mail to each member. Written ballots shall expressly provide for marking and return to the Secretary of the Corporation within the

time frame specified thereon but shall not be less than thirty (30) days after the date of mailing to members. Votes, so cast, shall be tabulated by the Secretary of the Corporation. The results of such mail vote shall be mailed by the Corporation to the members within ten (10) days of such tabulation.

ARTICLE III **BOARD OF DIRECTORS**

SECTION 3.01: GENERAL POWERS. The business and affairs of the Corporation shall be managed by a Board of fifteen Directors, composed of seven participating dentist members, four Public Members, and four Purchaser Members. All Directors shall be residents of the State of New Hampshire. The Board may exercise all such powers of the Corporation as are not by law or by these By-Laws required to be otherwise exercised.

A person (dentist or non-dentist) (i) who serves, or whose spouse serves, as an officer, director, manager, partner of or in an advisory capacity to any entity or organization which is directly in competition with the Corporation; or (ii) who has, or whose spouse has, a 10% or more ownership interest in any such competing entity or organization, shall not be eligible for nomination or election to the Board and shall be subject to removal by the Board.

SECTION 3.02: NOMINATIONS AND TERM OF OFFICE. A Nominating Committee composed of two participating dentist members, one Public Member and two Purchaser Members, none of whom are members of the Board, selected by a majority vote of the entire Board, shall develop recommendations for Board nominees, as Board vacancies occur, which nominees shall be approved to serve on the Board by a majority vote of the entire Board. The Nominating Committee may use an outside consultant in selecting new Board members as vacancies occur. No Director may serve more than three (3) successive three (3) year terms.

SECTION 3.03: REMOVAL. Any Director may be removed from office for cause by a majority of the members of the Corporation either by writing filed with the Clerk of the Corporation or by a vote passed at a meeting of said members. A Director who shall absent himself from three duly called meetings, during any three hundred sixty-five day period, shall automatically be removed from the Board of Directors.

SECTION 3.04: VACANCIES. Vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors present at a meeting duly called for such purpose, said Director to be elected for the balance of the term at the next Annual Meeting.

SECTION 3.05: QUORUM. A majority of the Directors in office for the time being shall constitute a quorum for the transaction of any business, but a smaller number may adjourn from time to time.

SECTION 3.06: PLACE OF MEETING. Meetings of the Board of Directors shall be held in any place within the State of New Hampshire as the Directors may from time to time determine.

SECTION 3.07: REGULAR MEETINGS. A regular meeting of Directors shall be held immediately following the annual meeting of members and at such time thereafter as the Directors may determine. Ten (10) days notice of such meeting shall be given to each Director.

SECTION 3.08: SPECIAL MEETINGS. Special meetings of the Directors shall be called by the Clerk whenever the Chairman or any three (3) Directors so request in writing, and three (3) days notice of such meeting shall be given to each Director not joining in the request for such meetings.

SECTION 3.09: NOTICE. Directors may waive notice of any meeting by a writing signed before and after such meeting, and, if present at any meeting, shall be conclusively presumed to have received due notice thereof.

SECTION 3.10: COMPENSATION. Directors as such, shall not receive any stated salary for their services, but, by resolution of the Board, a reasonable fixed sum and expenses of attendance, if any, may be allowed for attendance at

Board Meetings. Nothing herein contained shall be construed to preclude a Director from serving the Corporation in any other capacity and receiving remuneration for such services.

SECTION 3.11: COMMITTEES. The Board of Directors may from time to time delegate any of its powers to committees or officers, attorneys or agents of the Corporation subject to such regulations as may be adopted by the Board, provided, however, that no such delegation of its powers by the Board of Directors shall relieve the Directors of the duties and obligations imposed upon them by the laws of the State of New Hampshire or by the By-Laws.

SECTION 3.12: HONORARY DIRECTORS. At each annual meeting, the members of the Corporation may designate as an honorary member of the Board of Directors, any former member or members of the Board

whose knowledge or experience might be useful to the Board and its deliberations. Such honorary members of the Board shall be privileged to participate in discussion but shall not serve on any committee of the Board nor have the right to vote. The designation of an honorary member of the Board shall be for a period of one (1) year, but may be renewed from year to year without limitation.

SECTION 3.13: EXECUTIVE COMMITTEE. The Executive Committee shall be elected by the Board of Directors and shall be comprised of five (5) Directors, one (1) of whom shall be the Chairman of the Board of Directors. The Executive Committee, between meetings of the Board of Directors, and while the Board is not in session, shall have all the powers and exercise all the duties of the Board of Directors in the management of the affairs of the Corporation.

SECTION 3.14: PUBLIC MEMBERS. Public Member means a member of the general public who may or may not be eligible for benefits under a Delta service plan, who shall not be in a position to make the dental plan purchasing decision for a group or be associated with the dental profession. Family members of persons in a position to make a group's dental plan purchasing decisions and family members of persons associated with the dental profession may not serve as Public Members.

SECTION 3.15: PURCHASER MEMBERS. Purchaser Member means an employer, association, union or other entity which is a current Delta group contract holder.

ARTICLE IV **OFFICERS**

SECTION 4.01: ELECTION, TENURE AND COMPENSATION. The officers of the Corporation shall consist of a Chairman, the Vice Chairman, the President, the Clerk, and the Treasurer, and such other officers as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the members. The Chairman shall be a Director and the other officers may, but need not be, Directors. Any two or more of the above offices except those of Chairman, Vice Chairman, and President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws to be executed, acknowledged or verified by any two or more officers. The Board of Directors shall have the discretionary power to determine whether any officer shall be paid a salary and, if so, the amount thereof.

All officers of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors, and all agents and employees shall hold office at the discretion of the Board of Directors or of the officers appointing them.

SECTION 4.02: THE POWERS AND DUTIES OF THE CHAIRMAN. The Chairman shall preside at all meetings of the members and of the Board of Directors. He shall nominate all members of Board committees. The Chairman shall serve on the Executive Committee and shall be an ex - officio member without vote on all other Board committees.

SECTION 4.03: POWERS AND DUTIES OF THE VICE CHAIRMAN. The Board of Directors shall elect a Vice Chairman. The Vice Chairman (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. The Vice Chairman shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the Chairman. In case of the absence or disability of the Chairman, the duties of that office shall be performed by the Vice Chairman and the taking of any action by the Vice Chairman in place of the Chairman shall be conclusive evidence of the absence or disability of the Chairman.

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 shall have 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.

SECTION 4.05: SECRETARY. The Secretary shall be present at all meetings of the members and Board of Directors, and he shall keep accurate records, in books provided for that purpose, of the proceedings had at such meetings, which books shall respectively be open at all reasonable times to the inspection of any member or director. The Secretary shall perform all the duties commonly incident to his office and shall

perform such other duties and have such other powers as the Board of Directors may from time to time designate. In case of the absence of the Secretary from any meeting of the membership or the Board of Directors, as the case may be, a Secretary pro tempore may be chosen who shall record the proceedings thereof.

SECTION 4.06: TREASURER. The Treasurer shall keep or cause to be kept adequate and correct books and accounts which shall show all of the funds, securities, and other properties of the Corporation, all business transactions of the Corporation, and all assets and liabilities, receipts and disbursements, reserves, gains, losses and other accountable items of corporate business. Such books shall be open to inspection at all times by any officer or director of the Corporation. Funds of the Corporation shall be deposited with such depositories, and shall be disbursed only upon the signatures of the officers and other signatories, as the Board of Directors may authorize and direct. The Board of Directors shall receive periodic financial reports of the affairs of the Corporation. The Treasurer shall have other powers and perform other duties as prescribed by the Board of Directors or these By-Laws.

SECTION 4.07: ASSISTANTS. The Board of Directors may appoint such further assistant officers as the administration or the affairs of the Corporation may require.

ARTICLE V

BANK ACCOUNTS AND LOANS

SECTION 5.01: BANK ACCOUNTS. Such officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors, shall have authority to withdraw from time to time any or all of the funds of the Corporation so deposited in any bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name on behalf of the Corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for payment of money, when drawn, made or signed by officers or agents by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts, or other instruments or orders for the payment of money shall be signed, as herein-above provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the Chairman or the President and countersigned by the Treasurer or Assistant Treasurer of the Corporation.

SECTION 5.02: LOANS. The Board of Directors shall have full power and authority to borrow money whenever in the discretion of the Board the exercise of such power is required in the general interests of the Corporation and in such case the Board of Directors may authorize the proper officers of the Corporation to make, execute and deliver in the name and behalf of the Corporation such notes, bonds and other evidences of indebtedness as the Board shall determine proper, and the Board shall have full power to mortgage the property of the Corporation, or any part thereof, as security for such indebtedness. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or persons from whom any such loan is to be made the signatures, of the officers authorized to execute the necessary legal instruments and documents in connection with any such loan; and each such bank, trust company, institution, corporation, firm or persons is authorized to rely upon such certification until written notice of the revocation

by the Board of Directors of the authority of such officers shall be delivered to such bank, trust company, institution, corporation, firm or persons.

ARTICLE VI
MISCELLANEOUS PROVISIONS

SECTION 6.01: CORPORATE SEAL. The seal of the Corporation, subject to alteration thereof by the Board of Directors, shall consist of a flat-faced circular die with the words and figures DELTA DENTAL PLAN OF NEW HAMPSHIRE, 1966, cut or engraved thereon.

SECTION 6.02: FISCAL YEAR. The fiscal year of the Corporation shall be as determined, from time to time, by resolution of the Board of Directors.

SECTION 6.03: NOTICE AND WAIVER OF NOTICE. Whenever notice is required to be given by law, by the Articles of Incorporation or by these By-Laws, it shall not be construed to mean personal notice, but such notice, except as hereinafter otherwise provided or as otherwise provided by law, may be given by depositing the same in a post office, letter box, or mail chute, in a postpaid sealed wrapper addressed to the member, officer or director, as the case may be, at such address as appears on the books of the Corporation. Notice of special meetings of the Board of Directors may be given by mail or telegraph as hereinbefore provided in Section 3.08.

No notice of the time, place or purpose of any meeting of members or Directors, whether prescribed by law, by the Articles of Incorporation or by these By-Laws, need be given to any member who attends in person or by proxy, or to any Director who attends in person, or to any member or Director who, in writing, executed and filed with the records of the meeting either before or after the holding thereof, waives such notice.

SECTION 6.04: ACTION BY CONSENT. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee hereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes or proceedings of the Board or Committee.

SECTION 6.05: INDEMNIFICATION OF DIRECTORS AND OFFICERS. Each Director and each Officer of the Corporation and each former Director or Officer of the Corporation and their respective heirs, executors and administrators shall be indemnified by the Corporation against all costs and expenses actually and necessarily incurred by them in connection with the defenses of any action, suit or proceeding, in which they, or any of them, are made parties, or a party, by reason of having been a Director or Officer of the Corporation, except in relation to matters as to which any such Director or Officer shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

The foregoing indemnification shall include reimbursement of all costs and expenses actually and necessarily incurred in settling any such action, suit or proceeding or in satisfaction of such action, suit, or proceeding or in satisfaction to any rights to which any such Director or Officer may otherwise be entitled as a matter of law or otherwise.

SECTION 6.06: Wherever used in these By-Laws, and to the extent appropriate, the masculine, feminine or neuter gender shall include the other two genders.

ARTICLE VII
AMENDMENTS

SECTION 7.01: AMENDMENT OF BY-LAWS. Any By-Law developed by the Board of Directors or developed by the Members shall require approval of both two-thirds of the members of the Board and a simple majority of all Members of the Corporation.

The Board or any Member of the Corporation in good standing may submit to the President or Secretary of the Corporation, a proposed By-Law amendment. A proposal from a member shall be submitted with a written petition signed by 25 members. If the member's proposal is received not less than ten (10) days before any regularly scheduled meeting of the Board of Directors, the Board

of Directors shall consider the proposal at said meeting, otherwise, said proposal shall be considered at the next regularly scheduled meeting of the Board of Directors. At such Board meeting, the Board shall approve or disapprove the proposed amendment, and if approved, determine whether to call a special membership meeting to discuss the proposed By-Law amendment or to defer such discussion to the next annual meeting, subject to the membership's right to call a special meeting in advance thereof pursuant to Section 2.02 hereof.

After the annual or special meeting, at which the By-Law amendment was discussed, the Board of Directors shall, within fifteen (15) days from the date of such meeting, mail to the Membership a written ballot, which shall provide for marking and return to the Secretary of the Corporation by the date specified therein, which date shall be not less than fifteen (15) days and not more than thirty (30) days from the date of such mailing. Votes, so cast, shall be tabulated by the Secretary of the Corporation and canvassed by the Corporation's Executive Committee. The Members shall be informed of the results of said vote twelve (12) days from the tabulation of the vote.

SECTION 7.02: AMENDMENT OF BY-LAWS PRIOR TO THE FIRST ANNUAL MEETING. Until the first annual meeting of the Corporation these By-Laws may be modified or amended at any time by majority vote of the Board of Directors.

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 registered to transact business in New Hampshire on June 30, 1961. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 69014



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of November A.D. 2016.

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

William M. Gardner
Secretary of State

Applicant Name: Delta Dental Plan of NH

**NAIC No.: 47079
FEIN: 02-0273013**

CERTIFICATE OF COMPLIANCE

State of New Hampshire Office of Commissioner
(Domiciliary state of applicant) (Commissioner, Superintendent, Officer)

I, Roger A. Sevigny, hereby certify that I am the
(name)

Commissioner of the State of New Hampshire
(position)

and have supervision of insurance business in said State and as such I hereby certify that

DELTA DENTAL PLAN OF NH

(Name of Insurer)


of Concord, New Hampshire is duly organized under the laws of said State and is authorized
(city, state)

to transact the business of Accident & Health
(lines of insurance)**

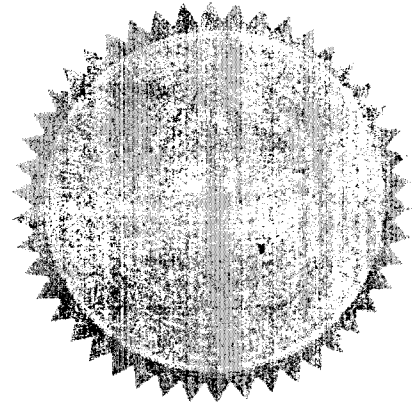
(Paragraph IV, of RSA 401:1) in this State

IN TESTIMONY WHEREOF, I have hereunto set my hand at Concord, New Hampshire
(location)

on this 29th day of April, A.D. 2016.
(month)


(signature)

Roger A. Sevigny, Commissioner
(printed name)





DELTDEN-01

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Jennifer L. Good, AAI		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: jgood@davistowle.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Delta Dental Plan of NH Inc DBA Northeast Delta Dental PO Box 2002 Concord, NH 03302-2002	INSURER A : Liberty Mutual Insurance Company		23043
	INSURER B : MEMIC Indemnity Company		
	INSURER C : One Beacon Insurance Co.		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BOP9813647	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA9925356	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU9810353	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3102801427	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors & Omissions			MCR807715	07/27/2016	07/27/2017	\$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes the following entities:
Delta Dental Plan of ME DBA Northeast Delta Dental
Delta Dental Plan of VT DBA Northeast Delta Dental
Combined Services, LLC
New England Dental Administrators, LLC
Red Tree Holdings, Inc.
Red Tree Insurance Company, Inc.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER State of New Hampshire Dept. of Administrative Services 25 Capitol Street, Rm 412 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Ellen Snell</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Davis & Towle Morrill & Everett, Inc.		NAMED INSURED Delta Dental Plan of NH Inc DBA Northeast Delta Dental PO Box 2002 Concord, NH 03302-2002	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 The State of NH is named as additional insured.



State of New Hampshire

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

STEPHEN HODGSDON
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

	SFY 2015	SFY2016	SFY2017	SFY2018
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	2,654	5,308	5,308	2,654
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.

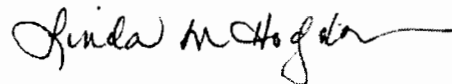
Before closing, DAS wishes to commend Delta Dental on its partnership with the State of New Hampshire in providing a broad network of dentists to deliver dental care for state employees and their families. Delta Dental has consistently partnered with the State in an effort to drive down the cost of dental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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 26, 2014
Page 3 of 3

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, appearing to read "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	Points	Score
Total Financial	50	44.3	41.0
Financial - State Cost	25	19.3	19.6
Financial - Member Cost	25	25.0	21.5
Network Access	15	11.7	12.0
Disruption	10	1.5	1.3
Administrative, Claims Paying, Reporting, and Network Provider Management	15	12.8	13.0
Experience, Stability, Contractual, and Implementation	5	4.3	4.3
Performance Guarantees	5	3.6	4.5
Total Score	100	78.3	76.1
Total Rank		[2]	[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, 2000 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
(603-685-9111)

(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.adnitu.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 Mortgage") 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. a/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 mortgagee'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) 669-7983
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 Azile Beigley**, 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 allow cause why the same should not be granted.

Date: **April 8, 2014**

Time: **2:00 PM**

Time Allocated: **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. Blasson, 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

I. 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 <i>Thomas Raffio</i>		1.12 Name and Title of Contractor Signatory Thomas Raffio, President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Memmack</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. I have advised s/he 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] <i>Andrea D. Coverell</i>		NOV. 17 2015 ANDREA D. COVERELL NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES: _____	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Administrative Assistant, Legal Department</i>			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		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: <i>W. K. Brun</i> On: <i>Sept 2, 2014</i>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i>		DEPUTY SECRETARY OF STATE OCT 01 2014	

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
Benefit Book (Dental Plan Description)	bargained benefit design, as applicable 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, transeptal, 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

- i. Business Associate shall respond to an individual's request for a confidential communication 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 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. If an individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's subcontractors, Business Associate shall refer individual to Covered Entity. Business Associate assumes no obligation to coordinate any request for a confidential communication of PHI maintained by other business associates of Covered Entity.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests to it by individuals (or their personal representatives) to invoke a right of confidential communication 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 will begin to send all communications of PHI directed to the individual to the identified alternate address so that Covered Entity may meet its access obligations under 45 CFR 164.524.

I. Restrictions

- i. Business Associate shall respond to an individual's request for a restriction 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 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 promptly, upon receipt of notice from Covered Entity, restrict the use or disclosure of individuals' PHI, provided the Business Associate has agreed to such a restriction. Covered Entity agrees that it will not commit Business Associate to any restriction on the use or disclosure of individuals' PHI for treatment, payment or health care operations without Business Associate's prior written approval.

4. Obligations of Covered Entity

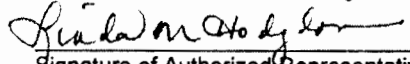
- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR § 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

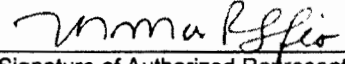
5. Term and Termination

- a. The term of this Agreement shall be effective upon approval by the Governor and Executive Council, and shall terminate on December 31, 2017 or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Appendix B. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

- 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.

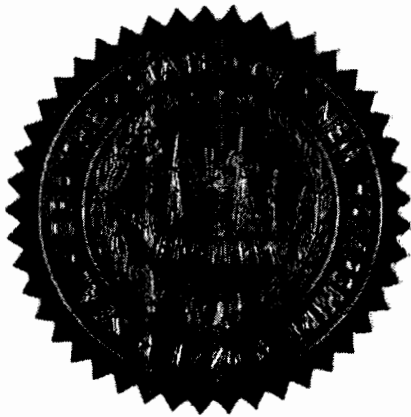
The State of New Hampshire Employee and Retiree Health Benefit Program

 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.

 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 cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

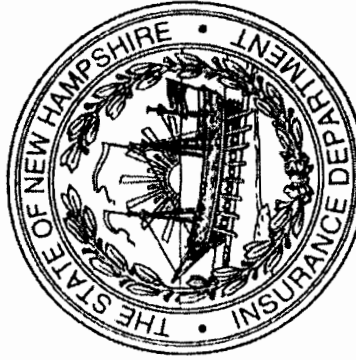
License No: 100628

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. A. Sevigay".

Roger A. Sevigay
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 *Thomas Raffio*

Date: August 19, 2014

Sara M. Brehm
Sara M. Brehm, Corporate Officer

Andrea Covell
Andrea Covell, Notary Public



Thomas Raffio, FLM1
President & CEO
Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03302-2002

Telephone: 603-223-1000
Fax: 603-223-1299
E-mail: TomRaffio@nedelta.com

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Psychologically Healthy
Workplace Awards

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: Jennifer Good PHONE (A/C, No, Ext): 603 225-6611 E-MAIL ADDRESS: JGood@davistowle.com	FAX (A/C, No): 603-225-7935
	INSURER(S) AFFORDING COVERAGE	
INSURED Delta Dental Plan of NH Inc DBA Northeast Delta Dental PO Box 2002 Concord, NH 03302-2002	INSURER A: Liberty Mutual Insurance	
	INSURER B: MEMIC Indemnity Company	
	INSURER C: One Beacon Insurance Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO JECT LOC			BOP9813647	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA9925356	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CU9810353	01/01/2014	01/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below.			3102801427	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000
C	Professional Liability			MCR736914	07/27/2014	07/27/2015	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 * Supplemental Name **
 First Supplemental Name applies to all policies - Delta Dental Plan of NH, Inc, NE Delta Dental, Delta Dental Plan of Vermont, Inc., Maine Dental Service Corp dba Delta Dental Plan of Maine, New England Dental Administrators, LLC, Northeast Delta Dental Foundation, Red Tree Holdings, Inc., Red Tree Insurance Company, Inc., Combined Services, LLC, Delta Dental Plan of VT Inc AKA NE Delta Dental (See Attached Descriptions)

CERTIFICATE HOLDER Dept of Administrative Services Risk Management Unit 25 Capitol Street-Room 412 Concord, NH 03301 ATTN: Michael O'Mahony	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 