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102.

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

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Commissioner
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September 4, 2019

His Excellency, Governor Christopher T. Sununu
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 enter into a contract with Delta Dental Plan of NH, Inc. d/b/a Northeast Delta Dental (VC#174101), in an amount not to exceed $1,770,000, for the administration of self-funded dental coverage for state employees and eligible dependents for a period of five (5) years, effective January 1, 2020 through December 31, 2024, consistent with collective bargaining agreements, upon Governor and Executive Council approval, with the option to renew for up to two additional years subject to the approval of Governor and Executive Council. Funding source: **Approximately 34% General Funds, 15% Federal Funds, 4% Enterprise Funds, 10% Highway Funds, 1% Turnpike Funds and 36% Other Funds.**

Funds to support this request are anticipated to be available in the following accounts in FY2020, FY2021, FY 2022, FY 2023, FY 2024, and FY 2025 upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

01-14-14-141060-67000000 Department of Administrative Services, Risk Management Unit

	SFY2020	SFY2021	SFY2022	SFY2023	SFY2024	SFY2025
102-500691 Dental Admin-Actives	$169,000	$338,000	$338,000	$338,000	$338,000	$169,000
102-500692 Dental Admin-COBRA	$2,500	$5,000	$5,000	$5,000	$5,000	$2,500
102-500694 Dental Admin-Legislative	$3,000	$6,000	$6,000	$6,000	$6,000	$3,000
102-501569 Dental Admin-SAG	$2,500	$5,000	$5,000	$5,000	$5,000	$2,500
SFY Totals	$177,000	$354,000	$354,000	$354,000	$354,000	$177,000

Grand Total $1,770,000

EXPLANATION

Dental coverage is provided to State employees in accordance with provisions in the 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 NH, Inc. (Delta Dental). This contract expires on December 31, 2019.

Accordingly, on March 8, 2019, DAS issued a Request for Proposal (RFP) for dental benefit administration services. Notifications of the RFP were sent to ninety-one organizations by the Bureau of Purchase and Property through the appropriate Institute for Public Procurement (NIGP) industry code database. The RFP was also posted on the Bureau of Purchase and Property public website. On April 4, 2019, two proposals were received from the following: Delta Dental Plan of NH (Delta Dental) and Anthem Inc.

The scoring of the proposals divided into two main categories: a Financial Section (max 50% score) and a Non-Financial Section (max 50% score). The scoring of the Financial Section was based on the projected costs as determined by the State for the five-year period from January 1, 2020 to December 31, 2024. The scoring of the Non-Financial Section (50%) was distributed amongst each of the following areas and corresponding weights: Network Access (15% - the extent to which the bidder's dental network provides adequate access for members), Disruption Score (10% -the extent to which the State's Active Dental Plan's actual utilization was performed by providers in the bidder's dental network), Performance Guarantees (5%), and the Technical Questionnaire (20% -the extent to which the bidder demonstrates its ability to: 1) provide requested administrative, member and claims paying services and 2) confirm experience, stability, agreeable contractual terms as well as provide data reporting and network provider management). Based on the foregoing, the proposal submitted by Delta Dental received the highest-ranking score and was recommended by a unanimous vote of the evaluation team. The evaluation team members were Joyce Pitman (Director, DAS, Risk Management Unit (RMU)), Linda Huard (Health Benefits Committee Chair, State Employees Association of New Hampshire), Matthew Newland (Manager of Employee Relations, DAS, Division of Personnel), Peg Blacker (Health Benefit Program Manager, DAS, RMU), and Tina Hussey (Benefits Administrator, DAS, RMU).

As stated above and referenced in the attached Executive Summary of Overall Results, the financial score encompassed fifty (50) percent of the total proposal score. The lowest cost proposal received 100% of the 50 points allocated for the Financial Section of the RFP. All other financial proposals were scored on a linear sliding scale, with proposals losing 2.0 points of the 50 points allocated for every 1.0% more costly than the lowest cost proposal. Since the sliding scale was linear, proposals lost points for fractions of a percent such that a proposal 0.5% more costly than the lowest cost proposal lost 1 point and received a financial score of 49 points. Proposals that reflected a projected cost that was 25% more costly than the lowest cost proposal received zero (0) points for the Financial Section.

The remaining 50% of the allocated points were distributed amongst the Non-Financial section. In the categories listed above, scoring criteria were applied and bidder responses were evaluated as optimal, average and below average on a scale of 100% to 0%. In accordance with the State's procurement rules, non-financial section scoring was based on the quality of each bidder's response and not based on any outside knowledge of the programs and/or services

offered by each bidder. The two proposals were fairly competitive, making the non-financial section of the proposal the determining factor for recommendation by the evaluation team.

Delta Dental's proposal earned the most competitive financial score. In accordance with the sliding scale applied to financial scores, Delta Dental received the full 50 points available as the lowest bidder and surpassed Anthem's financial score by 2.3 percentage points. In the non-financial section, Delta Dental also scored highest, with a weighted score of 44.6 percentage points out of 50 percentage points compared to Anthem's non-financial score of 36.0.

In particular, the highest variance in the non-financial section was in the area of Disruption, with Delta Dental's score at 7.9 compared to Anthem's score of 2.6. A provider disruption analysis was completed, comparing the providers currently being used by employees and their dependents against the provider networks offered by each bidder. In this analysis, the higher the score, the better, with 100% being the maximum network match. Due to their extensive provider network, Delta Dental scored the highest network match, with a Total Disruption Score of 79.3% compared to Anthem's Total Disruption Score of 26.2%.

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 also driven by its broad dental provider network, giving members the greatest access to dental care and presenting the least disruption to those members. From the perspective of state employees and their families, Delta Dental's strong dental provider 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 initial administrative fee of $2.99 per employee per month. However, after further negation, Delta Dental agreed to reduce their administrative fee by approximately 10%, to $2.75 per employee per month, for the duration of the five (5) year contract and, if deemed appropriate by the State and approved by the Governor &Council, an optional two (2) year extension.

Delta Dental has been a strong benefit partner with the State of New Hampshire in providing a broad network of dentists to deliver quality dental care to state employees and their families. Delta Dental has consistently supported the State's efforts to manage the cost of dental care administration with their strong program services. In 2007, when the State first became self-insured, Delta Dental's administrative fee was $4.95 per employee per month; the fee dropped to $3.50 in 2010, $3.25 in 2014, and then to the current monthly fee of $2.90. The proposed new monthly fee of $2.75 represents a 44% decrease in the administrative fees the State pays for dental plan services since the beginning of the relationship between the State and Delta Dental. Additionally, Delta Dental has consistently proven to be a solid business partner in terms of accurate claims processing and quality customer and client service.

Based on the foregoing, I am respectfully recommending approval of the contract with Delta Dental.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

State of New Hampshire

Overall Results

Dental Benefits Administration

RFP # 2019-223

Category	Allocated Points	Anthem	Delta
Financial - Total Projected Costs	50	47.7	50.0
Network Access	15	13.1	14.7
Disruption	10	2.6	7.9
Performance Guarantees	5	4.4	4.9
Administrative, Member & Claim Paying Services	15	12.0	12.9
Experience, Stability, & Contractual Data Reporting & Network Provider Management	5	3.9	4.1
Total Score	100	83.7	94.6
Total Rank		[2]	[1]

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name **Department of Administrative Services** **Risk Management Unit**		1.2 State Agency Address **25 Capitol Street, Room 412** **Concord, NH 03301**	
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 No. **603-223-1000**	1.6 Account Number **102-500691, 102-500692** **102-501569, 102-500694**	1.7 Completion Date **December 31, 2024**	1.8 Price Limitation **$1,770,000.00**
1.9 Contracting Officer for State Agency **Joyce I. Pitman** **Director of Risk and Benefits**		1.10 State Agency Telephone Number **603-271-3080**	
1.11 Contractor Signature Thomas Raffio		1.12 Name and Title of Contractor Signatory Thomas Raffio, President and CEO	

1.13 Acknowledgement: State of New Hampshire, County of Merrimack

On August 12th, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

SIOBHAN HUTCHISON, Notary Public
State of New Hampshire
My Commission Expires May 18, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

Siobhan Hutchison

1.14 State Agency Signature Date: 9-4-19	1.15 Name and Title of State Agency Signatory **Charles M. Arlinghaus, 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) *(if applicable)*

By: On: 9/6/19

1.18 Approval by the Governor and Executive Council

By: DEPUTY SECRETARY OF STATE On: SEP 18 2019

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

Vendor Initials TR
Date 8/12/19

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Vendor Initials TR
Date 3/12/19

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.

Vendor Initials TR
Date 3/12/19

EXHIBIT A -SCOPE OF SERVICES

1. INTRODUCTION

This Administrative Services Agreement (the Agreement) is made and entered into by and between the State of New Hampshire, Department of Administrative Services, Risk Management Unit (hereinafter 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.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Contract Pricing
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFP 2019-223

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 "," (2) EXHIBIT C "Special Provisions, (3) EXHIBIT B "Contract Pricing," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFP 2019-223."

3. TERM OF CONTRACT

The term of this agreement shall commence at 12:00 a.m. on January 1, 2020 and ending at 11:59 p.m. on December 31, 2024 (Agreement Period), unless otherwise terminated in accordance with the terms of the Agreement. The Agreement may be extended 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.

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, 2020 and ending at 11:59 p.m. on December 31, 2024, unless otherwise terminated in accordance with the terms of the Agreement. The Agreement may be extended 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

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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 that 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

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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 Agreement. 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, 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 A - Collective Bargaining Agreement 2018-2019" 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, 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.

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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

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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

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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

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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.

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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 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. The State shall pay DDPNH the Administrative Services Fee, as described in Article 3 of EXHIBIT B, during the extension periods (2025) & (2026) should they occur. Should any other change be necessary, DDPNH shall provide the State with a minimum of (90) days advance notice of such change.

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

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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 that 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.

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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; RedCard – 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 pursuant to section 12 of this Agreement. 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.

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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.

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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:

PERFORMANCE GUARANTEES		TOTAL AMOUNT AT RISK
Implementation	Total Implementation Performance Guarantees Amount Vendor agrees the State may allocate its preferred weighting (e.g. 0% to 30% of the Total Amount at Risk) for the Performance Guarantees below in writing prior to the start of the initial Contractual (Calendar) Year	$140,000
Ongoing (Annual)	Total Ongoing Annual Performance Guarantees Amount Vendor agrees the State may allocate its preferred weighting (e.g. 0% to 30% of the Total Amount at Risk) for the Performance Guarantees below in writing prior to the start of each Contractual (Calendar) Year	$140,000

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IMPLEMENTATION PERFORMANCE GUARANTEES			
	Standard	**Requested Weighting of Total Annual PFG Amount**	**Vendor's Willingness to Guarantee**
Clean Implementation	No systems errors, ID card delays, and the State online access to all tools prior to effective date	To Be Determined prior to the start of the initial Contractual (Calendar) Year	Yes
Implementation Timeline	Implementation team will be assigned and introduced to the State within 5 business days of G&C approval	To Be Determined prior to the start of the initial Contractual (Calendar) Year	Yes
Implementation Team	Implementation team members will not change and will be responsible for the accurate installation of all administrative, clinical and financial parameters for the State's program	To Be Determined prior to the start of the initial Contractual (Calendar) Year	Yes
ID Card Mailing	All ID cards will be mailed at least 10 days prior to the effective date and will be 100% accurate (provided that a valid eligibility file was received at least 15 days prior to the effective date)	To Be Determined prior to the start of the initial Contractual (Calendar) Year	Yes
Implementation Satisfaction Scorecard	Assigned Account Executive will work with the State prior to the start of implementation to agree on terms of a satisfaction scorecard to be issued to the State after effective date for completion	To Be Determined prior to the start of the initial Contractual (Calendar) Year	Yes
ONGOING (ANNUAL) PERFORMANCE GUARANTEES			
PAYMENT ACCURACY & SYSTEM PERFORMANCE			

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Protected Health Information (PHI)	Vendor guarantees no incidents in violation of HIPAA Privacy and/or Security Rules which results in a transmission of electronic PHI for the State's covered members.	To Be Determined Annually	Yes
Plan Design Change Administration Accuracy	Implementation of all plan design changes will be 100% accurate.	To Be Determined Annually	Yes
Financial accuracy	Percentage of claim payments made without error relative to the total dollars paid will be at least 99%	To Be Determined Annually	Yes
Claim Processing Errors, Duplicates, Reversals	Percentage of claims processed without procedural or payment errors will be at least 98%	To Be Determined Annually	Yes
Claims Eligibility Data	Eligibility loads not to exceed 24-hours after receipt	To Be Determined Annually	Yes
Eligibility Data Error Reporting	Eligibility file error reporting on all eligibility file updates will be provided to the State within 2 business days	To Be Determined Annually	Yes
Invoicing Errors	All invoicing errors will be credits back to the State by next billing cycle or Vendor will pay interest	To Be Determined Annually	Yes
ACCOUNT MANAGEMENT			
Contract Drafting Cooperation	Response to recommended contract language changes within 10 business days.	To Be Determined Annually	Yes
State Approval of Member Communications	100% of all member communications will be approved by the State	To Be Determined Annually	Yes
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.	To Be Determined Annually	Yes
Delivery of Standard Reports	Within 30 days of end of reporting quarter	To Be Determined Annually	Yes

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Accuracy of Standard Reports	All standard reports provided will be 100% accurate.	To Be Determined Annually	Yes
Account Team's Performance	The State may assess a penalty per Contract Year if, after the first Contract Year and each successive Contract Year, the State's benefits staff do not rate the account team's performance for such Contract 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 Contract Year)	To Be Determined Annually	Yes
Account Management Turnover	Account team members will remain constant, within the Vendor's control, for at least the first 18 months of the contact period, unless a change in account management staff is requested by the State.	To Be Determined Annually	Yes
Network Changes Notification	The State will be notified of additions or deletions of providers and associated member impact on a quarterly basis.	To Be Determined Annually	Yes
MEMBER SERVICES			
ID Cards Mailing for Newly Eligible	98% of all ID cards are sent within 5 business days of receipt of eligibility. 100% mailed within 10 business days.	To Be Determined Annually	Yes
Replacement ID Card Mailing	Two plastic ID cards will be issued upon initial enrollment. Replacement cards are issued electronically.	To Be Determined Annually	Yes
Mailing Member Materials	All applicable member materials (for example, mail order forms) will be mailed at least 10 days prior to the effective date and will be 100% accurate (provided that eligibility file was received at least 30 days prior to the effective date).	To Be Determined Annually	Yes
Phone Average Speed of Answer	100% of calls to toll free line shall be answered within 45 seconds (excluding IVR).	To Be Determined Annually	Yes

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Phone Abandonment Rate	100% of calls to the toll free line shall be answered with an abandonment rate of 3% of less	To Be Determined Annually	Yes
Written Inquiry Answer Time	95% of inquiries responded to in 5 business days – 100% in 20 business days	To Be Determined Annually	Yes
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 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.	To Be Determined Annually	Yes
Issue Resolution: Verbal Inquiries	Vendor will resolve 99% of all telephone issues at the first point of contact (the number of telephone inquiries completely resolved at the time of initial contact divided by the total number of calls)	To Be Determined Annually	Yes
Issue Resolution: Written Inquiries	Vendor will resolve 98% of all written inquiries within 10 business days of receipt of inquiry	To Be Determined Annually	Yes
Issue Resolution: State Staff Involvement / Escalation	Vendor will resolve member issues within 48 business hours for any case that required the involvement of the State's staff due to incorrect or incomplete information being provided by the vendor. If not resolved within 48 hours, a penalty will be applied per case, up to an annual maximum.	To Be Determined Annually	Yes

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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	To Be Determined Annually	Yes
Standard Reports	A minimum of 95% of standard reports will be delivered to the State within 3 business days of the request.	To Be Determined Annually	Yes
Online Reporting Data Availability	Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month.	To Be Determined Annually	Yes
Claims Detail File	All claims detail files sent to external vendors will be provided within 8 days of request or scheduled delivery date.	To Be Determined Annually	Yes
AUDITS			
Provide Data Extract requested	Within 30 days of request date or within 10 business days of executed confidentiality agreement (whichever occurs first)	To Be Determined Annually	Yes
Provide Data Extract requested	Within 30 days of request date or within 10 business days of executed confidentiality agreement (whichever occurs first)	To Be Determined Annually	Yes
Provide Complete Response to Data Request	Within 30 days of request.	To Be Determined Annually	Yes
Responding to Data Reconciliation Requests	Within 10 business days of request.	To Be Determined Annually	Yes
Providing Initial Response to Audit Findings	Within 30 days of receipt of findings.	To Be Determined Annually	Yes

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.

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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. 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. DDPNH shall 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 that 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, and Coordination of Benefits rules.

b. Coding/Data Entry Errors are defined as those which do not have immediate financial implications but which affect 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.

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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 with regard to contract price and payment, 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. The weekly invoice shall also include claims paid by DDPNH since the effective date of this Agreement, and any previous Agreements that it replaces but not previously billed to the State. The weekly invoice shall be reported based on plan codes prescribed by the State for reporting purposes. Invoices shall be provided to the State on Tuesday of each week. Slight timing differences may occur if Monday is a holiday or if there is an additional check run at month end. DDPNH agrees that the weekly invoices may be paid within seven (7) days of receipt by the State. DDPNH shall provide the State with a monthly detailed claim report which shall reconcile with the State's weekly invoice. Such monthly claim report shall be provided to the State with the last weekly invoice.

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.

Administrative service fees are billed on the same day the last claim invoice for the month is issued. The State will pay the monthly administrative services fee based on the number of employees enrolled in the benefit according to the State's enrollment and the State's COBRA enrollment reports. The State and DDPNH agree that no retroactive adjustments to the payment shall be made. The State shall make the administrative services fee payment to DDPNH no later than the 10th of the following month. An eligibility listing of covered Enrollees shall be provided with the monthly invoice.

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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.

Amount of Administrative Services Fees

The Administrative Services Fee for the Agreement Period shall be **$2.75 per Subscriber per month.** In the event the State exercises its right to extend the Term of this Agreement beyond the Agreement Period, the Administrative Services Fee will remain at $2.75 per Subscriber per month for the agreed upon extended contract period. The State reserves the right to negotiate a lower Administrative Services Fee with DDPNH.

ARTICLE 4 - CLAIMS RUNOUT FOLLOWING TERMINATION

Claims Runout Services

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.

Coordination of Benefits (C.O.B.). C.O.B. 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.

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.

Compensation

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.

There are no Special Provisions for this Agreement.

Vendor Initials TR
Date 8/12/19

EXHIBIT D

RFP #2019-223 and DDPNH's response to such is incorporated herein by reference.

Vendor Initials TR
Date 8/7/19

APPENDIX A

Collective Bargaining Agreement (2018/19)

Active Employee Dental Plan

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 $2,000 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.

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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 – two times in a calendar year. 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
- Sealant application to permanent molars, once in a three year period per tooth

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COVERAGE B BENEFITS

Palliative Treatment

- Minor treatment for the relief of pain

Restorative:

- Amalgam (silver) and/or resin (white) restorations.

Endodontics:

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

Periodontics:

- Treatment of diseased tissue supporting the teeth and periodontal maintenance procedures.
- Prophylaxis (cleaning) – three times per calendar year. This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance procedures (Coverage B).
- Clinical crown lengthening once per tooth per lifetime

Oral Surgery:

- Extractions and covered surgical procedures

Injection Drugs

Denture Repair:

- Repair of removable denture

Denture Rebase And Reline

- Rebase and Reline of complete and partial dentures

Crown and fixed partial Denture repair:

- Repair of crown or fixed partial denture to its original condition

Anesthesia:

- General anesthesia administered in conjunction with an extraction, tooth reimplantation, surgical exposure of the tooth, biopsy, transseptal, fiberotomy, alveoloplasty, vestibuloplasty, incision and drainage of an abscess, and/or frenulectomy.
- General anesthesia will also be covered when administered in conjunction with procedures performed in the dental office for the following covered patients:
- A child under the age of thirteen (13) 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
- A person who has exceptional medical circumstances or a developmental disability as determined by a licensed physician which place the person at serious risk.

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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.

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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. Participating Dentists shall not make such charges to a Subscriber or Dependent.

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

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APPENDIX B: BUSINESS ASSOCIATE AGREEMENT

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 Contractor. "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. Privacy and Security of Protected Health Information (PHI)

   a. Permitted Uses and Disclosures

      i. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or any agreement between the parties, or as required by law.

      ii. 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 consistent with HIPAA Rules. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.

      iii. Business Associate may use PHI as necessary to perform data aggregation services, and to create Summary Health Information and/or Limited Data Sets. Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for herein, shall ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the Summary Health Information and/or Limited Data Sets or contact the individuals other than for the management, operation and administration of the Plan.

      iv. Business Associate may use and disclose PHI (a) for the management, operation and administration of the Plan, (b) for the services set forth in the Agreement, which include

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(but are not limited to) Treatment, Payment activities, and/or Dental Benefits Administration as these terms are defined in this Agreement and 45 C.F.R. § 164.501, and (c) as otherwise required to perform its obligations under this Agreement, or any other agreement between the parties provided that such use or disclosure would not violate the HIPAA Regulations.

v. Business Associate may disclose, in conformance with the HIPAA Rules, PHI to make disclosures of De-Identified Health Information, Limited Data Sets, and Summary Health Information. Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for herein, ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the De-Identified Health Information., Summary Health Information and/or Limited Data Sets or contact the individuals. Business Associate may also disclose, in conformance with the HIPAA Regulations, PHI to Health Care Providers for permitted purposes including health care operations.

vi. Business Associate may use PHI 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.

vii. To the extent practicable, 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.

b. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate or Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

c. Prohibition on Unauthorized Use or Disclosure. Business Associate may not use or disclose PHI except (1) as permitted or required by this Agreement, or any other agreement between the parties, (2) as permitted in writing by Covered Entity, or (3) as authorized by the individual or (4) as Required by Law. This agreement does not authorize Business Associate to use or disclose Covered Entity's PHI in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration as described herein.

Vendor Initials JR
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3. Information Safeguards

a. Privacy of Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

b. Security of Covered Entity's Electronic Protected Health Information. Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf.

c. No Transfer of PHI Outside United States. Business Associate will not transfer PHI outside the United States without the prior written consent of the Covered Entity. In this context a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to, store, copy or disclose PHI.

d. Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard PHI created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such PHI.

e. Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale (as defined in the HIPAA rules) of PHI.

f. Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

g. Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided with the HITECH Act and the HIPAA Rules.

4. Compliance With Electronic Transactions Rule

a. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

5. Individual Rights and PHI

a. Access

Vendor Initials TR
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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. 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 the control of Business Associate's and/or 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.

b. 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. 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 the custody or control of Business Associate and/or its Subcontractors so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

c. 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:

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Date 8/12/14

iii. Disclosure Tracking. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under 45 CFR 164.528(a)(1).

iv. Disclosure Information. 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.

v. Repetitive Disclosures. 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.

vi. Exceptions from Disclosure Tracking. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of PHI if Covered Entity need not account for such disclosures under the HIPAA Rules.

vii. Disclosure Tracking Time Periods. 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.

d. 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. 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.

e. Restrictions

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Date 8/02/19

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.

6. Breach

a. Business Associate shall report to Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement promptly upon discovery of such incident, including any Security Incident involving PHI, ePHI, or Unsecured PHI as required by 45 CFR 164.410. Such report shall not include instances where Business Associate inadvertently misroutes PHI to a provider, as long as the disclosure is not a Breach as defined under 45 CFR §164.402. The parties acknowledge and agree that attempted but Unsuccessful Security Incidents (as defined below) that occur on a daily basis will not be reported. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

b. Business Associate shall report a Breach or a potential Breach to Covered Entity upon discovery of any such incident. Business Associate will treat a Breach or potential Breach as being discovered as of the first day on which such incident is known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach or potential Breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

i. Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

ii. Identify the scope of the Breach, including the number of Covered Entity members involved as well as the number of other individuals involved;

iii. Identify the types of PHI that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

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iv. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

v. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

vi. Identify what steps the individuals who were subject to a Breach should take to protect themselves;

vii. Provide such other information as Covered Entity may reasonably request.

c. Security Incident. Business Associate will promptly upon discovery of such incident report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will treat a Security Incident as being discovered as of the first day on which such incident is known to Business Associate. Business Associate shall be deemed to have knowledge of a Security Incident if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Security Incident, who is an employee, officer or other agent of Business Associate. If any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured PHI, Business Associate will make the report in accordance with the provisions set forth above.

d. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

e. Breach Notification to Third Parties. 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 such notification be necessary, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported.

7. Term and Termination

a. The term of this Agreement shall be effective for the Agreement Period unless covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

b. In addition to general provision #10 of this Agreement the Covered Entity may, as soon as administratively feasible, terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement set forth herein as Appendix B. Prior to terminating the Agreement, the Covered Entity may provide an opportunity for Business Associate to cure the alleged breach within a reasonable timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity may 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:

Vendor Initials TR
Date 8/12/19

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. Destroy, in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, 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. Destroy in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, 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 above provisions shall apply to PHI that is in the possession of any Subcontractors of Business Associate. Further Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed.

e. Business Associate's obligations under this Section 7.c. shall survive the termination or other conclusion of this Agreement.

8. Covered Entity's Responsibilities

a. Covered Entity shall be responsible for the preparation of its Notice of Privacy Practices ("NPP"). To facilitate this preparation, upon Covered Entity's request, Business Associate will provide Covered Entity with its NPP that Covered Entity may use as the basis for its own NPP. Covered Entity will be solely responsible for the review and approval of the content of its NPP, including whether its content accurately reflects Covered Entity's privacy policies and practices, as well as its compliance with the requirements of 45 C.F.R. § 164.520. Unless advance written approval is obtained from Business Associate, Covered Entity shall not create any NPP that imposes obligations on Business Associate that are in addition to or that are inconsistent with the HIPAA Rules.

b. Covered Entity shall bear full responsibility for distributing its own NPP.

c. Covered Entity shall notify Business Associate of any change(s) in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change(s) may affect Business Associate's use or disclosure of such PHI.

9. <u>Miscellaneous</u>

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.

Vendor Initials JR
Date 8/12/19

b. Amendment. Covered Entity and Business Associate agree to take action to amend the Agreement as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

c. Business Associate shall make available all of its internal practices, policies and procedures, books, records and agreements relating to its use and disclosure of Protected Health Information to the United States Department of Health and Human Services as necessary, to determine compliance with the HIPAA Rules and with this Appendix B.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.

e. Severability. 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, confidential communications and restrictions 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	Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Charles Arlinghaus	Thomas Raffio
Name of Authorized Representative	Name of Authorized Representative
Commissioner	President and CEO
Title of Authorized Representative	Title of Authorized Representative
9-4-19	August 12, 2019
Date	Date

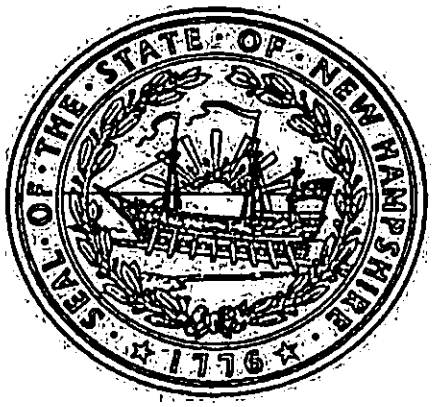
Vendor Initials TR
Date 8/12/19

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**
Certificate Number : **0004565364**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of August A.D. 2019.

William M. Gardner
Secretary of State

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 this 12th day of August, 2019.

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:

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 12th day of August, 2019.

Sara M. Brehm

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

(Seal)

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 12th day of August, 2019 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 12th day of August, 2019.

(SEAL)

Name: Siobhan Hutchison
Title: Notary Public
Commission Expires:

SIOBHAN HUTCHISON, Notary Public
State of New Hampshire
My Commission Expires May 18, 2021

DELTDEN-01 JGOOD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2019

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 #
INSURER A: Liberty Mutual Insurance Company	23043
INSURER B: MEMIC Indemnity Company	
INSURER C: One Beacon Insurance Co.	
INSURER D: Travelers Insurance	19046
INSURER E:	
INSURER F:	

INSURED
Delta Dental Plan of NH Inc
DBA Northeast Delta Dental
PO Box 2002
Concord, NH 03302-2002

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	X COMMERCIAL GENERAL LIABILITY			BZA58267394	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAW58484750	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			USO55835405	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801427	1/1/2019	1/1/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Errors & Ommissions			MCR1024018	7/27/2019	7/27/2020		3,000,000
D	Crime (includes Burg			106224556	1/1/2019	1/1/2020		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 - CS One Benefit Solutions
New England Dental Administrators, LLC
Rod Troo Holdings, Inc.
Red Tree Insurance Company, Inc.

CERTIFICATE HOLDER

For Information Purposes

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
Jennifer Good

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