

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor: Dental Benefit Management, Inc. d/b/a BeneCare Dental Plans
Contractor Address: Suite 1001, One Independence Mall
615 Chestnut St., Philadelphia, PA 19106
Contract Number: 999DBM-DEN-01/ 08DSS6602UF
Amendment Number: A11
Amount as Amended: \$66,219,680.00
Contract Term as Amended: 8/1/2008 to 6/30/2018

The contract between *Dental Benefit Management, Inc. d/b/a BeneCare Dental Plans* ("Contractor") and the Connecticut Department of Social Services ("Agency" or "Department"), which was last executed by the parties and approved by the Office of the Attorney General on 6/3/16, is hereby amended as follows:

1. The term of the Contract is extended for an additional twenty-four (24) months and the end date of the contract is changed from 6/30/2016 to 6/30/2018.
2. The funding of the contract is amended because the total maximum amount payable under this contract has **increased** by **\$14,575,315.00** from **\$51,644,365.00** to **\$66,219,680.00**. The increase shall be utilized in Years Nine (9) through Ten (10) at an operation budget of \$7,418,291.00 of SFY 2017 and \$7,157,024.00 for SFY 2018, and during these years adhere to a yearly budget as mutually negotiated by the Department and the Contractor
3. **Amendments to Part II, Section 3.09.** Section 3.09.d. labeled "Preventative Care and Services for Children", in the Original Contract and Amendment Eight (A8) is hereby deleted in its entirety and replaced with the following:
 - d. **Background:**
 1. Early childhood caries may cause a variety of problems, such as the common sequel of untreated decay. However, it is recently understood that untreated decay and the lack of dental care may also be included in a group of situations known as adverse early childhood events which in turn, lead to a poorer quality of life. Positive and negative experiences that occur during childhood, have a significant impact on future lifelong health through influencing risky health behaviors, influence on chronic health conditions and attribute to low life potential. Therefore, early experiences are an important public health issue and as the negative experiences accumulate so do the negative or adverse outcomes.

Safe and stable environments and family life are essential to prevent child neglect and abuse and to assure all children reach their highest potential. It is important to promote relationships and environments that help children grow up to be healthy and productive citizens so that they, in turn, can build stronger and safer families and communities for their own children. This not only means within schools, communities and healthcare environments but within the framework of dental offices.

The failure to provide a child with routine dental care visits is considered neglect; failure to provide treatment for dental disease is considered child abuse. Both of these are a component of adverse childhood events. **The Contractor shall:**

- a. The first performance goal for year one and year two of this contract CTDHP staff shall Raise Awareness and enforce the Commitment to Promote Safe and Stable environments and relationships for children and help Prevent Child Maltreatment by promoting safe, stable, nurturing relationships and environments to protect children from child adverse events; raise awareness of adverse childhood events and its sequela and partner with other stakeholders to help reduce adverse childhood outcomes.
 - b. The measurement of success will constitute 50 % of the performance metrics and the goal will be to develop materials educating dental offices and clinics about: Childhood Dental Neglect and Dental Abuse, physical, emotional abuse and neglect and the community resources available to provide aid and assistance to families.
 - i. During the first six (6) months of the contract, the ASO shall develop materials to be distributed and educate/train dental health care specialist regarding the importance of childhood abuse and neglect related issues and prepare them to speak with dental offices.
 - ii. During the second half of the first year, the dental healthcare specialists shall provide outreach to 25% of the dental clinics and offices.
 - iii. During the second year of the contract, the dental healthcare specialists shall provide outreach to the remainder of the 75% of the offices. There will be at least one provider communication covering the topic of adverse childhood events and a page devoted to the topic on the website for clients, community partners and provider partners.
2. The second performance metric will consist of 10% of the performance payment and will be the measure of the turnaround time for prior authorization and post procedure review requests. This metric is being introduced due to changes in prior authorization and the increased scrutiny of claims and services which require re-treatment. The turnaround time will commence with the receipt of the prior authorization or post procedure review request into the mail room, the speed of entry into the Contractor's systems, evaluation by the dental consultant(s) and the issuance of the approval or denial letter if applicable. Incomplete prior authorization or post – procedure review requests shall include requests that are pended for missing documentation. The average turnaround time for clean PA/PRR requests shall not exceed fifteen (15) business days.
 3. The third performance metric will constitute 40% of the performance goal and shall encompass utilization management activities. The goal of this measurement is to identify dental providers whose treatment for patients requires retreatment by other dental providers or the provider delivers sequential care in order to obtain the maximum number of services for enhanced billing or the unbundling of treatment. The methodology to identify particular services or providers classified will be developed by the Department in conjunction with by Contractor personnel. Once the service or provider is identified, reporting of the retreatment and/or practice patterns to be examined will be delivered within thirty (30) days after agreement of the criteria to be evaluated and with the approval of the Department.

Subsequent provider communications and policy implications may result from utilization management practices.

- a. During the first six (6) months of the contract, the ASO shall develop standards for measurement of filling, sealant and other service sequencing and retreatment in conjunction with Department staff.
 - b. During the second half of the first year, the ASO shall conduct an analysis of the HPE paid claims data for the period 7/1/15 – 6/30/16 and communicate findings to the Department.
 - c. During the second year of the contract, the ASO shall conduct an analysis of the HPE paid claims data for the period 7/1/16 – 6/30/17 and communicate findings to the Department.
4. The contractor will continue to work towards the improvement of the pediatric (under 21 year old) member utilization of preventive services. This activity will not contribute to the calculation of incentive payments to the Contract.
 5. During the two years of this contract, the Contractor will strive to retain Primary Care Dentist (General and Pediatric Dentists) to Member Ratio of 1:2,000; and Specialist to Member Ratio of 1:2,400. This activity will not contribute to the calculation of incentive payments to the Contract.

6. Performance Standards:

The Department shall withhold five percent (5 %) of each month’s payment (the “Annual Withhold”), which will be released to the Contractor as incentive payments based on meeting annual performance standards to be evaluated and reimbursed within sixty (60) days after each State fiscal year end pursuant to the above measures and the summary below.

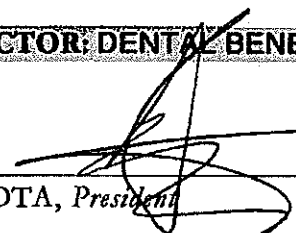
Performance Measure Category	Percent	7/1/16 Through 12/31/16	1/1/2017 Through 6/30/2017	1/1/2018 Through 12/31/2018
Dental Neglect	50%	Develop Provider Communication Materials	Outreach to 25% of dental providers (Offices? Individuals?)	Outreach to remaining 75% of providers (Offices? Individuals?)
Prior Authorization TAT	10%	Avg. TAT not to exceed 15 business days for “clean” PAs	Avg. TAT not to exceed 15 business days for “clean” PAs	Avg. TAT not to exceed 15 business days for “clean” PAs
Utilization Management	40%	Develop standards for measurement of filling, sealant and other service sequencing and retreatment.	Apply measurement standards to HPE paid claim data from the period 7/1/15 – 6/30/16.	Apply measurement standards to HPE paid claim data from the period 7/1/16 – 6/30/17.

4. All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.

ACCEPTANCES AND APPROVALS
08DSS6602UF/ 999DBM-DEN-01 A11

The contractor IS a Business Associate under the health insurance and portability and accountability act of 1996 as amended.

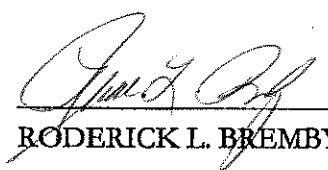
CONTRACTOR: DENTAL BENEFIT MANAGEMENT, INC. D/B/A BENECARE DENTAL PLANS



LEE SEROTA, *President*

6/29/16
Date

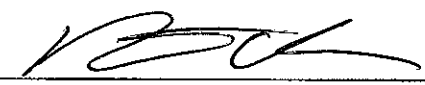
DEPARTMENT OF SOCIAL SERVICES



RODERICK L. BREMBY, *Commissioner*

6/30/16
Date

OFFICE OF THE ATTORNEY GENERAL



ASST. ASSOC. ATTORNEY GENERAL (*Approved as to form*)
Robert W. Clark

7/14/16
Date



**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.


CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Dental Benefit Management, Inc. d/b/a BeneCare Dental Plans
Contractor Name

Department of Social Services
Awarding State Agency



State Agency Official or Employee Signature

6/30/2016

Date

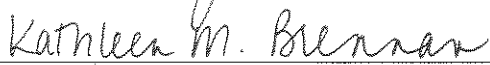
Roderick L. Bremby

Printed Name

Commissioner

Title

Sworn and subscribed before me on this 30 day of June, 2016



Commissioner of the Superior Court
~~or Notary Public~~

Juris No 307252

My Commission Expires



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Table with columns: Consultant's Name and Title, Name of Firm (If applicable), Start Date, End Date, Cost, Description of Services Provided.

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency, Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Dental Benefit Management, Inc. 6/29/2016
Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Lee Serota Dept. of Social Services
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 29th day of June, 2016.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Keith R. Jackson, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires July 29, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Keith R. Jackson
Commissioner of the Superior Court
or Notary Public
July 29, 2016
My Commission Expires



STATE OF CONNECTICUT
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Dental Benefit Management, Inc. 6/29/2016
Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Lee Serota Dept. of Social Services
Printed Name (of above) Awarding State Agency

Commonwealth of Pennsylvania
County of Philadelphia
Sworn and subscribed before me on this 29th day of June, 2016.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Keith R. Jackson, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires July 29, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Keith R. Jackson
Commissioner of the Superior Court
or Notary Public
July 29, 2016
My Commission Expires