State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 24, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk and Benefits to enter into an Agreement with Delta Dental Plan of NH, Inc. d/b/a Northeast Delta Dental (VC#174101) to administer the State's self-funded dental benefits. The term of the Agreement is for a period of five (5) years, from January 1, 2027, through December 31, 2031, with a contract price not to exceed $1,825,000.00 and an option to extend for up to an additional two (2) years with approval from the Governor and Executive Council. Approximately 35% General funds, 12% Federal Funds, 3% Enterprise funds, 10% Highway funds, 1% Fish and Game Fund, 1% Turnpike funds and 38% Other Funds.

Funding from the Employee Benefit Risk Management Fund is available in SFY2027 and funding for SFY2028, SFY2029, SFY2030, SFY2031 and SY2032 is anticipated to be available with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Administration Costs	**SFY2027** (1/1/2027 – 6/30/2027)	**SFY2028** (7/1/2027 – 6/30/2028)	**SFY2029** (7/1/2028 – 6/30/2029)	**SFY2030** (7/1/2029 – 6/30/2030)	**SFY2031** (7/1/2030 – 6/30/2031	**SFY2032** (7/1/2031 – 12/31/2031
01-14-14-140560-67000000-102 Dental Admin	$171,500	$346,500	$360,000	$373,500	$381,000	192,500
GRAND TOTAL						**$1,825,000**

EXPLANATION

The Commissioner of the Department of Administrative Services (DAS) is authorized, pursuant to RSA 21-I:28, to enter into contracts with any organization necessary to administer the health benefit plan. DAS currently contracts with Delta Dental Plan of NH, Inc. (Delta) (G&C approval dated September 18, 2019, Item 102; amended and extended on August 30, 2024, Item

201) to provide self-funded dental insurance coverage to state employees, spouses and eligible dependents and in accordance with the Collective Bargaining Agreements (CBAs). The Delta contract expires on December 31, 2026.

DAS, with the assistance of its health benefit consultant and actuary, the Segal Company (Segal), issued a Request for Proposal (RFP) for dental benefit administration on April 30, 2026. In addition, DAS published notice of this RFP on the DAS Division of Procurement and Support Services website and contacted all major third-party administrators. On May 27, 2026, DAS received two complaint proposals from Elevance Health (Anthem) and Delta.

The scoring of the proposals was divided into two main categories: Financial and Technical (non-financial), each representing 50% of the total score. The financial scoring is based on the projected costs as determined by the State for the five-year period from January 1, 2027 through December 31, 2031. The technical scoring section is divided into the following categories with respective weights: Network Access (10%), Disruption (15%), Performance Guarantees (5%), Administration, Member Service and Claims Processing (15%), and Experience, Reporting and Network Management (5%). The proposal submitted by Delta received the highest overall score of 95.5 out of a possible 100 points. The RFP Overall Scoring Results, Financial Analysis, and State Evaluation Team Bios are attached as Attachments A, B, and C, respectively.

In accordance with the RFP scoring criteria, Delta received the full 50 financial points available by offering the lowest total projected cost proposal. The second bidder's proposal was approximately $14.7 million or 14.1% higher over the five-year period, resulting in a financial score of 21.8 out of 50. Delta's non-financial proposal also received the highest technical score, earning 45.5 points out of the 50 available points, with the second bidder scoring 32.3 points. Delta's top score is due to its submission of the largest network that provides the greatest access and least disruption to the State's dental plan members. Delta's two-tiered PPO + Premier network provides deeper discounts to members enabling them to maximize their benefit while containing costs for the State.

The overall contract price limitation of $1,825,000.00 covers the administrative fee at $2.75 per employee per month (PEPM) for the first two (2) years and $2.85 PEPM for the remaining three (3) years of the contract. A contingency is also included to allow for a 2% annual increase in enrollment.

Delta 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 has consistently supported the State's efforts to manage the cost of dental care administration with their strong program services. Delta has also consistently proven to be a solid business partner in terms of the accuracy of claims processing as well as quality customer and client services.

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

Respectfully submitted,

Charles M. Arlinghaus

Executive Summary

Overall Scoring Results

Category	Allocated Points	Anthem Percent	Anthem Points	Delta Percent	Delta Points
Financial - Total Projected Costs	**50**	44%	21.8	100%	50.0
Network Access	**10**	86%	8.6	98%	9.8
Disruption	**15**	29%	4.4	85%	12.7
Performance Guarantees	**5**	64%	3.2	99%	4.9
Administrative, Member & Claims Paying Services	**15**	81%	12.2	94%	14.1
Experience, Stability, & Contractual and Data Reporting & Network Provider Management	**5**	79%	3.9	80%	4.0
Total Score	**100**		**54.1**		**95.5**
Total Rank			**[2]**		**[1]**

Attachment A

Financial Analysis

Total Projected Costs

	Anthem State Cost	Anthem Member Cost	Delta State Cost	Delta Member Cost
Projected Incurred Claims				
CY 2027	$15,946,500	$5,579,300	$13,557,900	$5,326,100
CY 2028	$16,584,400	$5,802,500	$14,100,200	$5,539,200
CY 2029	$17,247,700	$6,034,600	$14,664,200	$5,760,700
CY 2030	$17,937,600	$6,276,000	$15,250,800	$5,991,200
CY 2031	$18,655,100	$6,527,000	$15,860,800	$6,230,800
Total 5-Year Claims Costs	**$86,371,300**	**$30,219,400**	**$73,433,900**	**$28,848,000**
Administrative Fees				
Total 5-Year Administrative Costs	$2,117,500		$1,754,300	
Claims + Administrative Fees				
5-Year Costs	$88,488,800	$30,219,400	$75,188,200	$28,848,000
Total Projected Costs				
5-Year Total Costs (State & Member)		**$118,708,200**		**$104,036,200**
Difference from Lowest Cost Proposal - $		$14,672,000		$0
Difference from Lowest Cost Proposal - %		14.1%		0.0%
Financial Score*		**21.8**		**50.0**
Financial Rank		**[2]**		**[1]**

*** The Most Competitive proposal's Financial Score equals 50 points. All other financial proposals will be scored on a sliding scale where the bidder's score will be reduced by 1 point for every percentage point it is higher than the lowest cost proposal.**

Attachment B

STATE EVALUATION TEAM BIOS

MARGARET BLACKER

Current Position: Deputy Director, Division of Risk and Benefits, Department of Administrative Services

Background: Margaret (Peggy) Blacker joined DAS in 2016. As the Division of Risk and Benefits' Deputy Director, Peggy provides oversight of the State's Employee and Retiree Health Benefit Program and the Property and Casualty Insurance Program, including Workers' Compensation. Peggy holds a Bachelor of Science degree in Business Administration from Southern NH University. Peggy brought to the State over 25 years of benefits administration and risk management leadership experience from the private sector.

PETER DEMAS

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

Background: Peter Demas joined DAS in 2019 and began serving as the Manager of Employee Relations, in the Division of Personnel in March of 2021. Peter is responsible for negotiating, interpreting, and implementing collective bargaining agreements as well as representing the State's interests in response to union grievances. Peter has a Bachelor of Arts in Political Science from Boston University and has a Juris Doctor from Widener University School of Law. Prior to joining DAS, Peter worked for 12 years in the Legal Unit at the Department of Environmental Services.

GREGORY IVES

Current Position: Administrator for NH Employment Security, and Representative for the State Employees' Association of NH, SEIU Local 1984 (SEA)

Background: Greg joined NHES in 1989. He has held numerous roles within NHES. Most recently, he served as an Appeal Tribunal Chairman I and Chairman II from 2005 to August 2024, when he
was promoted to Administrator for the Unemployment Compensation Bureau. Greg has also served in numerous roles for the SEA at both the chapter and statewide level. He has been on bargaining teams, the Board of Directors, and has served as second vice president. Greg earned dual history and political science majors with public service concentration and a secondary teaching certification from Albion College in Michigan. Greg has extensive experience in reviewing evidence, analyzing laws and rules, and making decisions with lawful conclusions.

KIRSTIN BARBER

Current Position: Health Benefit Program Manager, Division of Risk and Benefits, Department of Administrative Services

Background:
Kirstin Barber joined DAS in the Division of Risk and Benefits in 2021. As Health Benefit Program Manager, Kirstin oversees the daily operations of the Health Benefit Plan (HBP) and works with HBP vendors to ensure the benefits are administered in accordance with contractual requirements and collective bargaining agreements. Kirstin has a Bachelor of Science in Business Administration from the University of New Hampshire and a Master's in Organizational Leadership from Southern NH University. Prior to joining the State, Kirstin spent over 10 years assisting in the administration of two separate self-funded risk pools for New Hampshire local governments.

DEVIN RODRIQUE

Current Position: Financial Reporting Administrator, Division of Risk and Benefits, Department of Administrative Services

Background:
Devin Rodrique joined DAS in 2022. As the Financial Reporting Administrator within the Division of Risk and Benefits' Finance Bureau, Devin provides data analysis, reporting, reconciliation and invoice processing for the State's Employee and Retiree Health Benefit Program and the Property and Casualty Insurance Program, including Workers' Compensation. Devin holds a Master's in Business Administration with a specialization in Finance from Kaplan University. Devin has also completed remote certification courses for Introduction to Dental Medicine from The University of Pennsylvania and Dentistry 101 from The University of Michigan. Devin has served the State of NH for over 12 years and previously held positions in finance at the NH Treasury and the NH Department of Revenue Administration.

KIMBERLY ADIE

Current Position: Wellness Program Administrator, Division of Risk and Benefits, Department of Administrative Services

Background: Kim Adie joined DAS in 2023 as the Wellness Administrator. In her role, Kim analyzes demographics, health benefit utilization, and risk analysis to create innovative solutions to health improvement objectives in collaboration with State Agencies, Employee Union Groups, and Health Benefit Program Administrators. Kim holds a Bachelor of Science in Nutrition and Wellness from the University of New Hampshire. Prior to joining the State, Kim was managing evidence-based chronic disease and mental health programming at the YMCA of Greater Nashua.

State of New Hampshire

Dental Benefit Administration Services

Table of Contents

Contractor Initials JR
Date 8/17/26

P-37 FORM CONTRACT

Subject: Dental Benefits Administration Services **FORM NUMBER P-37 (version 2/23/2023)**

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		1.2 State Agency Address 25 Capitol Street, 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 P.O. Box 2002 Concord, NH 03302	
1.5 Contractor Phone Number 603-223-1000	1.6 Account Unit and Class 01-14-14-140560-67000000-218	1.7 Completion Date 12/31/2031	1.8 Price Limitation $1,825,000.00
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 Date: 08/17/26		1.12 Name and Title of Contractor Signatory Thomas Raffio, President & CEO	
1.13 State Agency Signature Date: 8/26/26		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christen Lavers		On: 8/26/26	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: TR
Date: 8/17/26

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials: TR
Date: 8/17/26

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement. N

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials: JR
Date 2/17/26

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials: JR
Date: 8/17/26

EXHIBIT A -SPECIAL PROVISIONS

There are no special provisions in this contract.

Contractor Initials JR
Date 8/17/26

EXHIBIT B - SCOPE OF SERVICES

ARTICLE 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, Division of Risk and Benefits (State) and Delta Dental Plan of New Hampshire, Inc. which, collectively with Delta Dental Plan of Maine and Delta Dental Plan of Vermont does business as Northeast Delta Dental ("Contractor" or "DDPNH") and sets forth the services and obligations to be performed by Contractor.

ARTICLE 2 – CONTRACT DOCUMENTS

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

General Provisions	Form P-37
EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services
EXHIBIT C	Pricing and Payment Terms
APPENDIX I	Summary of Benefits
APPENDIX II	Incorporation of RFP
APPENDIX III	Required Protection of Confidential Information and Security
APPENDIX IV	Business Associate Agreement

ARTICLE 3 – TERM OF CONTRACT

This agreement shall be effective upon Governor and Executive Council approval. The term of this agreement shall commence at 12:00 a.m. on January 1, 2027, and end at 11:59 p.m. on December 31, 2031 (Agreement Period), unless otherwise terminated in accordance with the terms of the Agreement. The Agreement may be extended for an additional two (2) years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.

ARTICLE 4 – DEFINITIONS

For purposes of this EXHIBIT B 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 EXHIBITS B and C to this Agreement.

b. **CLAIM.** Written or electronic notice of a request for reimbursement of any dental service in a format acceptable to DDPNH.

c. **CLAIM INCURRED DATE.** The date that the service is provided to an Enrollee.

d. **CLAIMS RUNOUT.** Claims that are incurred but unreported and/or unpaid as of the effective date of termination of the Agreement.

e. **COVERED SERVICE.** Any Dental Care rendered to Enrollees for which benefits are eligible for reimbursement pursuant to the terms of the DPD.

f. **DENTAL PLAN DESCRIPTION (DPD).** A description of the Dental Care benefits provided under the Program that is administered by DDPNH.

g. **DELTA DENTAL PREMIER NETWORK.** The Delta Dental Premier Network is a traditional fee-for-

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service national network that allows Enrollees to visit any licensed Dentist within a nationally defined network.

h. **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.

i. **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.

j. **DENTIST.** A person duly licensed to practice dentistry in the state in which Dental Care is provided.

k. **ENROLLEE.** The State of New Hampshire eligible subscribers 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 have been enrolled for benefits.

l. **GROUP IDENTIFICATION NUMBER (GID).** The identifying number assigned to the State or subgroups of the State.

m. **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.

n. **PAID CLAIM.** The amount submitted to the State for reimbursement for Covered Services or services provided during the Agreement Period and prior agreement. Paid Claims shall also include any applicable interest, Claim surcharges or other surcharges assessed by a state or government agency and any Claims paid pursuant to pilot or test programs.

o. **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.

p. **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.

q. **PROGRAM ADMINISTRATOR.** The Program Administrator is the State.

r. **PROGRAM DOCUMENTS.** The documents that set forth the terms of the Program, which documents include the Dental Plan Description booklet.

s. **SUBSCRIBER or PROGRAM SUBSCRIBER.** An employee of the State or other eligible person (other than a dependent) who is enrolled in the Program.

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ARTICLE 5 – ADMINSTRATIVE SERVICES PROVIDED BY DDPNH

a. DDPNH shall administer the enrollment 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 I -Summary of Benefits" describes the summary of the current active employee dental plan.

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 8:00 pm Monday through Friday, except recognized holidays.

4. DDPNH shall exchange data files with the State using the State of New Hampshire's Secure File Exchange Server.

5. DDPNH shall attend State meetings and events as required.

6. DDPNH shall process benefit predetermination of payment upon request and provide results to the Enrollee as well as the provider.

7. State staff shall have access to the DDPNH Group Administrator and Electronic Billing Presentment and Payment portals. Training shall be provided to State staff upon request.

8. State staff shall have access to the DDPNH Account Manager and eligibility staff as needed.

9. DDPNH shall provide Telecommunications Device for the Deaf (TDD) and translation services for non-English speaking Enrollees.

10. Enrollees shall have access to online DDPNH services including a provider directory, plan details, claims status and explanation of benefits.

11. DDPNH shall make available to Enrollees their optional oral health outreach program called Health through Oral Wellness (HOW).

12. DDPNH shall develop a client satisfaction survey, subject to approval of the State, that shall be completed by the State annually within thirty days of the close of a contract year. The result of such survey shall be used to determine the account team's performance in accordance with the performance guarantees.

b. DDPNH shall perform the following Claims administration services:

1. Process Claims with a Claim Incurred Date during the Agreement Period and prior periods for which DDPNH was responsible for claims administration services, including investigating and reviewing such Claims to determine what amount, if any, is due and payable with respect thereto in accordance with the terms and conditions of the DPD, and this Agreement. In processing Claims, DDPNH shall perform coordination of benefits ("COB") services, and the State hereby authorizes DDPNH to perform such services in accordance with DDPNH's standard policies, procedures and practices which may be revised or modified from time to time, unless alternative provisions for

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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 during its processing of any appeal of a Claim shall be binding upon the Program, the State, and Enrollees. The State designates DDPNH to undertake fiduciary responsibilities exclusively in connection with the processing of appeals of Claims. DDPNH and the State agree that DDPNH shall have no fiduciary responsibility in connection with any other element of the administration of the Program.

d. DDPNH shall administer complaints and appeals according to DDPNH's complaint and appeals policy, which 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 13 of this EXHIBIT B. 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 requests a paper copy of a notice of explanation of benefits, then DDPNH shall provide such paper copy.

h. DDPNH shall issue identification cards to each new Subscriber and each enrolled dependent, 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

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state and federal laws. Changes or amendments to the master copy of the DPD shall be made pursuant to Article 8 of this EXHIBIT B. 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 6 – OBLIGATIONS OF THE 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 subscribers and dependents are to be enrolled. 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, 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 or, dependents 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 6(a).

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

b. In determining any individual's right to benefits under the DPD, and in performing its other obligations as set forth in Article 5 of this EXHIBIT B, 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 subscribers and dependents 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

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Program except as provided in Article 5(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 10. The State shall be responsible for making DPD available to Enrollees.

g. The State shall prepare and is responsible for making all employer required 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 7 – CLAIMS RUNOUT

a. DDPNH shall pay the Claims Runout for the period described in Article 4 of EXHIBIT C. 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 C, 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 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 B and of payments to DDPNH for Administrative Services Fee and other costs, if any.

2. A summary annual accounting of Paid Claims during the Agreement Period by GID which were paid by DDPNH in accordance with this Agreement and EXHIBIT C and of payments to DDPNH of Administrative

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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 Article 19 of this EXHIBIT B.

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 5 of EXHIBIT B.

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.

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 applicable solely to fully insured plans.

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, as a Business Associate of the Plan, shall comply in all respects with the Business Associate Agreement attached hereto as Appendix IV and shall maintain the confidentiality of all information related to the administration of

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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 – SUBCONTRACTORS

a. DDPNH shall be accountable for the performance of all subsidiaries, affiliates, partner networks and subcontractors, and shall be responsible for all performance guarantee penalties that may result from underperformance of the subsidiary, affiliate and/or subcontractor.

b. DDPNH intends to use the following vendors for the services indicated: FiServ - production and distribution of ID cards; Rocky Mountain Data - data entry of claims; Zelis/RedCard - printing and mailing checks and EOBs; CDI - electronic presentment of billing statements; IVS (Integrated Voice Solutions) - IVR (integrated voice response) and faxback of benefits; PreViser - developed and maintains the proprietary digital risk assessment and oral health management software that powers the Health through Oral Wellness® (HOW®) program. This section shall serve as written consent by the State to use the above-mentioned subcontractors pursuant to section 12 of this Agreement.

ARTICLE 13 – 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 14 – NETWORK

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

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

ARTICLE 15 – COBRA ADMINISTRATION

a. The State's third-party COBRA vendor shall administer federally mandated components of COBRA administration including but not 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 COBRA vendor 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 ID cards to the Subscriber and enrolled dependents if a new ID number is assigned at no cost to the State.

c. Once a qualified beneficiary's continuation of COBRA benefits is terminated, the State's third-party COBRA vendor 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 COBRA vendor.

ARTICLE 16 – BILLING SERVICES FOR STATE LEGISLATORS

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a. DDPNH agrees to administer claims and billing for both current and former State Legislators, in accordance with RSA 14-A:6 at no cost to the State. These participants are responsible for paying 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. Also, at no cost to the State, 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 17 – OPTIONAL RETIREE DENTAL PLAN

a. DDPNH agrees to offer an optional, fully insured dental plan for state retirees that is administered solely by DDPNH at no cost to the State.

ARTICLE 18– 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 cost to the State upon termination.

ARTICLE 19– PERFORMANCE GUARANTEES

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

1. Funds owed to the State related to performance guarantees may not be deducted from administrative fees by the State.

2. Performance guarantee penalties will be paid to the State. DDPNH and the State acknowledge that nothing in this article implies any undertaking by DDPNH, which may be enforced by Subscribers or their Dependents.

3. Liabilities Not Assumed.

   a. Except for the indemnification obligations set forth in Section 13 of EXHIBIT A, 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.

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

PERFORMANCE GUARANTEES		Maximum AMOUNT AT RISK
Implementation	Maximum Implementation Performance Guarantees Amount Contractor agrees the State may allocate its preferred weighting (e.g. 0% to 30% of the Maximum Amount at Risk) for the Performance Guarantees below in writing prior to the start of the initial Contractual (Calendar) Year	$150,000
Ongoing (Annual)	Maximum Ongoing Annual Performance Guarantees Amount Contractor agrees the State may allocate its preferred weighting (e.g. 0% to 30% of the Maximum Amount at Risk) for the Performance Guarantees below in writing prior to the start of each Contractual (Calendar) Year	$150,000

IMPLEMENTATION PERFORMANCE GUARANTEES				
	Standard	**Measurement**	**Reporting & Assessment**	**Annual Fees at Risk**
I-01 Implementation Timeline	Implementation team will be assigned and introduced to the State within five (5) business days of G&C approval	Measured by receipt of implementation timeline introduced to State within five (5) business days of G&C approval	One-time assessment, reported no later than one month after the initial 'go-live' date.	N/A
I-02 Clean Implementation	Enrollment interface file tested and in production prior to go live; Claims processing system tested and functioning per plan design; Benefit documents and network materials to be finalized and made available by Open Enrollment; State online access to all tools prior to effective date.	Measured by confirmation of required implementation components are fully tested, finalized and operational prior to the initial 'go-live' date.	One-time assessment, reported no later than one month after the initial 'go-live' date.	N/A
I-03 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	Measured by complete and accurate installation of all parameters outlined in this contract, without change to Contractor's	One-time assessment reported no later than one month after the initial 'go-live' date.	N/A

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		implementation team resources.		
I-04 ID Card Mailing	All ID cards will be mailed at least 15 days prior to the effective date and will be 100% accurate (provided that a valid eligibility file was received at least 20 days prior to the effective date)	Contractor shall deliver accurate and complete member ID cards to all applicable members at least 15 days following receipt of eligibility data from State.	One-time assessment reported no later than one month after the initial 'go-live' date.	N/A
I-05 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	Contractor shall develop scorecard with State within 60 days of 'go-live' date.	One-time assessment reported no later than 90 days after the initial 'go-live' date.	N/A
I-06 Future Implementation Requirements	In the event that the Contractor makes changes to any items that impact the administration of the State's plan – such as enrollment file processing, user experience platform, or other related components – the State must be notified and provided with a detailed project plan no fewer than 180 days in advance of implementation commencement.	Measured by timely project plan delivery and clean implementation of impacted administrative components.	Assessed and reported for any Contractor implementation during the contract period within 90 days of implementation.	$25,000 per future implementation

ONGOING (ANNUAL) PERFORMANCE GUARANTEES				
PAYMENT ACCURACY & SYSTEM PERFORMANCE				
	Standard	**Measurement**	**Reporting & Assessment**	**Annual Fees at Risk**
O-01 Protected Health Information (PHI)	Contractor 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.	The Contractor shall maintain full compliance with all applicable HIPAA requirements, with zero HIPAA or Security Rules violations.	Assessed Annually	$10,000 per occurrence
O-02	Implementation of all plan design changes will be 100% accurate.	The Contractor shall implement and successfully test any	Reported and assessed no later than one month after	$10,000

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Plan Design Change Administration Accuracy		requested plan changes by the State prior to effective date of change.	the effective date of change.	
O-03 Financial accuracy	Percentage of claim payments made without error relative to the total dollars paid will be at least 99%	Actual percentage of claim payments made without error relative to the total dollars paid	Reported Quarterly, Assessed Annually	$10,000
O-04 Claim Processing Errors, Duplicates, Reversals	Percentage of claims processed without procedural or payment errors will be at least 98%	Actual percentage of claims processed without procedural or payment error	Reported Quarterly, Assessed Annually	$5,000 per percentage point below target
O-05 Claims Eligibility Data	Eligibility loads not to exceed one business day after receipt	Contractor shall load eligibility file within 24 hours of receipt.	Reported Quarterly, Assessed Annually	$500 per occurrence; $5,000 maximum per contract year
O-06 Eligibility Data Error Reporting	Eligibility file error reporting on all eligibility file updates will be provided to the State within two (2) business days	State shall receive enrollment discrepancy report within two business days of delivering eligibility file to Contractor	Reported Quarterly, Assessed Annually	$500 per occurrence; $5,000 maximum per contract year
O-07 Invoicing Errors	All invoicing errors will be credits back to the State by next billing cycle	State to receive any credit adjustments by next billing cycle.	Reported Quarterly, Assessed Annually	$500 per occurrence; $5,000 maximum per contract year
ACCOUNT MANAGEMENT				
O-08 Contract Drafting Cooperation	Response to recommended contract language changes within 10 business days.	Contractor to supply tracked changes to drafted contract language within ten (10) business days.	Upon final agreement of draft contract	$5,000
O-09 State Approval of Member Communications	100% of all state- specific member communications will be preapproved by the State	Contractor shall not distribute any materials to SONH members without the State's express prior approval	Reported Quarterly, Assessed Annually	$1,000 per occurrence; $5,000 maximum per contract year
O-10 Member communication mailing errors	100% of all state-specific member communications shall be accurate.	Contractor to distribute accurate communications.	Reported Quarterly, Assessed Annually	$250 per erroneous document; $10,000 maximum per contract year

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O-11 Delivery of Standard Reports	Within 30 days of end of reporting quarter	Contractor to report within 30 days of quarter end	Reported Quarterly, Assessed Annually	$500 per report; $2,500 maximum per contract year
O-12 Accuracy of Standard Reports	All standard reports provided will be 100% accurate.	Reports supplied by Contractor will be accurate.	Reported Quarterly, Assessed Annually	$1,000 per occurrence; $5,000 maximum per contract year
O-13 Account Team's Performance	The Account Team's performance will receive an average score of three (3) or better on annual satisfaction scorecard.	Measured by mutually agreed upon satisfaction scorecard on a scale of one (1) to five (5), five being the best.	Reported Quarterly, Assessed Annually	$5,000
O-14 Account Management Turnover	Account team members will remain constant, within the Contractor'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.	Measured by retaining constant Account Management Team; any changes that do occur to be communicated as quickly as reasonably possible.	Reported Quarterly, Assessed Annually	$5,000
O-15 Network Changes Notification	The State will be notified of additions or deletions of providers and associated member impact on a quarterly basis.	Contractor to provide quarterly report of Network changes within 30 days of quarter end.	Reported Quarterly, Assessed Annually	$1,000 per quarter
MEMBER SERVICES				
O-16 ID Cards Mailing for Newly Eligible	98% of all ID cards are sent within five (5) business days of receipt of eligibility. 100% mailed within ten (10) business days.	Contractor shall deliver accurate and complete member ID cards to 98% of SONH members within five (5) business days of enrollment notification, and 100% within ten (10) business days.	Reported Quarterly, Assessed Annually	$1,000 for each percentage point below the expected threshold for each target; $10,000 maximum per contract year
O-17 Replacement ID Card Mailing	Replacement ID cards will be made available electronically via the Delta Dental Mobile App and Patient Portal. Enrollee-requested replacement cards will be produced within five (5) business days.	Measured as average number of days to produce replacement ID card from request.	Reported and Assessed Annually	$500 per additional business day over target; $5,000 maximum per contract year

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O-18 Phone Average Speed of Answer	Calls to toll free line shall have an average speed of answer of 30 seconds (excluding IVR) or less.	Measured by Contractor's standard internal call reports	Reported Quarterly, Assessed Annually	$2,500 per each second above target, $10,000 maximum per contract year
O-19 Phone Abandonment Rate	Calls to the toll-free line shall be answered with an average abandonment rate of 3% or less	Measured by Contractor's standard internal call reports	Reported Quarterly, Assessed Annually	$2,500 per percentage point above target, $10,000 maximum per contract year
O-20 Written Inquiry Answer Time	95% of inquiries responded to in five (5) business days – 100% in 20 business days	Annual percentage of inquiries, member issues and/or complaints from either State staff or members.	Reported Quarterly, Assessed Annually	$2,500 per percentage point below target, $10,000 maximum per contract year
O-21 Member Satisfaction Survey	The Contractor agrees to conduct a Member Satisfaction Survey for each contract year and that the Satisfaction Rate will be 90% or greater.	"Member Satisfaction Rate" defined as (i) the number of Eligible subscribers responding to annual survey as being satisfied with the overall performance, divided by (ii) the number of Eligible subscribers responding to such annual survey; and a minimum response rate of 15% of enrolled subscribers must be returned	Reported and Assessed Annually	$5,000 if less than 90%.
O-22 Issue Resolution: Verbal Inquiries	Contractor will resolve inquiries immediately or guarantee an initial update within one business day, as defined in the Guarantee of Service Excellence program.	Measured as the number of telephone inquiries completely resolved within one business day, as defined in the Guarantee of Service Excellence program.	Reported Quarterly, Assessed Annually	$1,000 per occurrence; $10,000 maximum per contract year
O-23 Issue Resolution: Written Inquiries	Contractor will resolve 98% of all written inquiries within ten (10) business days of receipt of inquiry	Measured as the number of written inquiries fully resolved within ten (10) business days.	Reported Quarterly, Assessed Annually	$1,000 for each percentage point below each target; $10,000 maximum per contract year
O-24	Contractor will resolve member issues within 48	Measured as the length of time required	Reported Quarterly, Assessed Annually	$ 500 per case,

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Issue Resolution: State Staff Involvement / Escalation	business hours for any case that required the involvement of the State's staff due to incorrect or incomplete information being provided by the Contractor.	to correct any such issue.		$5,000 maximum per contract year

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REPORTS				
R-01 Ad-hoc Reports	A minimum of 90% of Ad-hoc reports will be delivered to State within seven (7) business days of the request.	Measured as the percentage of reports that are not part of Contractor's standard reporting package delivered within seven (7) business days from the date of State request.	Reported Quarterly, Assessed Annually	$2,500 for each percentage below target; $10,000 maximum per contract year
R-02 Standard Reports	A minimum of 95% of standard reports will be delivered to the State within three (3) business days of the request.	Measured as the percentage of reports that are part of the standard reporting package delivered within three (3) business days of the State request.	Reported Quarterly, Assessed Annually	$2,500 for each percentage below each target; $10,000 maximum per contract year
R-03 Wellness Reports	The Contractor will provide Dental Health Reward reports to the State's third-party wellness vendor no later than the 5th business day of each month, and year-end reports no later than January 20 or the following business day following the close of the calendar year. Reports will be 100% accurate.	The State shall receive confirmation of delivery of Health Reward reports to the State's third-party wellness vendor. Contractor accuracy is contingent on the State's Employee dependent file is accurate.	Reported Quarterly, Assessed Annually	$1,000 for each additional day; $10,000 maximum per contract year
R-04 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.	Measured as the average number of days following billing cycle that the State has access to reporting data	Reported Quarterly, Assessed Annually	$2,500
R-05 Claims Detail File	All claims detail files sent to external vendors will be provided within eight (8) business days of request or scheduled delivery date.	Measured as the number of days from request or scheduled delivery date that Contractor provides claims detail files to external vendor	Reported Quarterly, Assessed Annually	$2,500
AUDITS				
A-01 Provide Data Extract requested	Within 30 days of request date or within ten (10) business days of executed	Measured as the number of business days from request or	Reported and Assessed Annually	$2,500

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	confidentiality agreement (whichever occurs first)	confidentiality agreement		
A-02 Provide Complete Response to Data Request	Within 30 days of request.	Measured as number of days from request that data is provided	Reported and Assessed Annually	$2,500
A-03 Responding to Data Reconciliation Requests	Within ten (10) business days of request.	Measured as number of days from request	Reported and Assessed Annually	$2,500
A-04 Providing Initial Response to Audit Findings	Within 30 days of receipt of findings.	Measured as number of days findings are provided	Reported and Assessed Annually	$2,500

1. 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 C – PRICING AND PAYMENT TERMS

This EXHIBIT C shall supplement the terms and provisions of EXHIBIT B, if applicable. Words defined in EXHIBIT B shall have the same meaning in this EXHIBIT C unless expressly defined otherwise herein. If there are any inconsistencies between the terms of EXHIBIT B and this EXHIBIT C with regard to contract price and payment, the terms of this EXHIBIT C shall control.

ARTICLE 1 - AGREEMENT PERIOD

The terms and conditions of this EXHIBIT C shall be effective January 1, 2027, through December 31, 2031, with the option to extend for up to two additional years with approval of the Governor and Executive Council.

The State is not responsible for any fee or expense not outlined in this Exhibit C. in addition, all fees charged to the State either administrative or claims based, shall be reported to the State upon request. Paid Claims are not fees or expenses but are reimbursable to Contractor by the State.

The initial Claim Incurred Date for purposes of this Agreement shall be January 1, 2027. No payment shall be made prior to January 1, 2027.

ARTICLE 2 - CLAIMS PAYMENT METHOD

DDPNH shall provide 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 upon acceptance of the invoice. DDPNH shall provide the State with a monthly detailed claim report which shall reconcile with the State's weekly invoice in Microsoft Excel format. Such monthly claim report shall be provided to the State with each month's 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 in Microsoft Excel format shall be provided with the monthly invoice.

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

b. Amount of Administrative Services Fees

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The Administrative Services Fee for the Agreement Period shall be set according to the following fee schedule.

2027 Calendar Year: $2.75 per Subscriber per month
2028 Calendar Year: $2.75 per Subscriber per month
2029 Calendar Year: $2.85 per Subscriber per month
2030 Calendar Year: $2.85 per Subscriber per month
2031 Calendar Year: $2.85 per Subscriber per month

In the event the State exercises its right to extend the Term of this Agreement beyond the Agreement Period, the State reserves the right to negotiate a lower Administrative Services Fee with DDPNH.

ARTICLE 4 - CLAIMS RUNOUT FOLLOWING TERMINATION

a. 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.

b. 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.

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APPENDIX I – SUMMARY OF BENEFITS

Office Visit Copayment: None			
Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)	Orthodontics (Coverage D)
No Deductible	No Deductible	Calendar Year Deductible: $25 per Person*	No Deductible
DIAGNOSTIC: Evaluations twice in a calendar year. X-rays (comprehensive (full-mouth) series or panoramic film) once in a 3-year period Bitewing x-rays twice in a calendar year X-rays of individual teeth as necessary Brush biopsy once in a 12-month period PREVENTIVE: Three cleanings in a calendar year Fluoride twice in a calendar year to age 19 Space maintainers Sealant application to permanent molars, once in a 3-year period per tooth	RESTORATIVE: Amalgam (silver) fillings; Composite (white) fillings (for all teeth) ORAL SURGERY: Surgical and routine extractions ENDODONTICS: Root canal therapy PERIODONTICS: Periodontal maintenance (cleaning) Note: *Cleanings are limited to three in a calendar year; these may be routine (Coverage A) or periodontal (Coverage B), or a combination of both.* Treatment of gum disease Clinical crown lengthening once per tooth per lifetime DENTURE REPAIR: Repair of a removable denture to its original condition Rebase and reline (dentures) EMERGENCY PALLIATIVE TREATMENT	PROSTHODONTICS: Removable and fixed partial dentures (bridge); complete dentures Crowns Onlays Implants *Any expense incurred during the last 3 months of the calendar year which is applied against an individual's deductible will also reduce the deductible for the next calendar year.	ORTHODONTICS: Correction of malposed (crooked) teeth for children and adults
Delta Dental Pays: 100% No Waiting Period	Delta Dental Pays: 80% No Waiting Period	Delta Dental Pays: 50% No Waiting Period	Delta Dental Pays: 50% No Waiting Period
Calendar Year Maximum: $2,000 per Person			Lifetime Maximum: $1,200 per Person

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APPENDIX II – INCORPORATION OF RFP RESPONSE

DDPNH's response to RFP 490-27 is hereby incorporated by reference.

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APPENDIX III – REQUIRED PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY

In performing its obligations under the Agreement, Contractor, inclusive of any subsidiaries and related entities shall gain access to State Confidential information and with respect to such will comply with the following terms and conditions. Protection of State Confidential Information shall be an integral part of the business activities of Contractor. Contractor shall take steps to prevent the inappropriate or unauthorized use of State data and information.

1. Definitions
    a. Confidential Information. Personally identifiable information (PII), and other personal private, and/or sensitive information or data as defined under applicable law.

2. Contractor Responsibilities
    a. Confidential Information obtained by Contractor shall remain the property of the State and shall at no time become the property of Contractor unless otherwise explicitly permitted under the Agreement.
    b. Contractor shall develop and implement policies and procedures to safeguard the confidentiality, integrity and availability of the State's Confidential Information.
    c. Contractor shall not use the State's Confidential Information developed or obtained during the performance of, or acquired or developed by reason set forth within the Agreement, except as necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
    d. In the event Contractor stores Confidential Information, such information shall be encrypted by Contractor both at rest and in motion.
    e. Contractor shall have, and shall ensure that any Subcontractors or related entities have, reasonable security measures in place for protection of the State's Confidential Information. Such security measures shall comply with HIPAA and all other applicable State and federal data protection and privacy laws.

Controls. Contractor shall ensure that any Subcontractors or related entities use at all times proper controls for secured storage of, limited access to, and rendering unreadable prior to discarding, all records containing the State's Confidential Information. Contractor shall not store or transfer Confidential Information collected in connection with the services rendered under this Agreement outside of the North America. This includes backup data and disaster recovery locations.

3. Breach Notification.
    a. Contractor shall notify the State of any security breach, or potential breach of Contractor or any Subcontractors or related entities, that jeopardizes, or may jeopardize the State's Confidential Information. For purposes of reporting under this Section, security breach or potential breach shall be limited to the successful or attempted unauthorized access, use, disclosure, modification, or destruction of information, or the successful or attempted interference with system operations in an information system, that compromises the security, confidentiality or integrity of such Confidential Information consistent with applicable laws. For purposes of clarity, potential breaches shall not include incidents that do not compromise the security, confidentiality or integrity of the State's Confidential Information consistent with applicable laws, such as pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above.
    b. Contractor shall notify the State of a security breach, or potential breach of Contractor or any Subcontractors or related entities upon discovery. Contractor will treat a security breach or potential breach as being discovered as of the first day on which such incident is known to Contractor, or by exercising reasonable

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diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a security 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 Contractor.

c. A report of the security breach or potential breach of Contractor or any Subcontractors or related entities shall be made and include all available information. Contractor shall: make efforts to investigate the causes of the security breach or potential breach; promptly take measures to prevent any future breach; and mitigate any damage or loss. In addition, Contractor shall inform the State of the actions it is taking, or will take, to reduce the risk of further loss to the State.

d. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be made at the Contractor's cost and coordinated with the State to the extent practicable.

4. Liability and Damages. In addition to Contractor's liability as set forth elsewhere in the Agreement, if Contractor or any of its Subcontractors or related entities is determined by forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of State's Confidential Information, the State shall recover from Contractor all costs of response and recovery resulting from the security breach or potential breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services. A security breach or potential breach may cause the State irreparable harm for which monetary damages would not be adequate compensation. In the event of such an incident, the State is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the State may be entitled at law or in equity. Such remedies shall not be deemed exclusive, but shall be in addition to all other remedies available at law or in equity, subject to any express exclusion or limitations in the Agreement to the contrary.

5. Data Breach Insurance. In addition to Contractor's insurance obligations as set forth in the form contract P-37, Contractor shall carry cybersecurity insurance coverage for unauthorized access, use, acquisition, disclosure, failure of security, breach of Confidential Information, privacy perils, in an amount not less than $10 million per annual aggregate, covering all acts, errors, omissions, at minimum, during the full term of this Agreement. Such coverage shall be maintained in force at all times during the term of the Agreement and during any period after the termination of this Agreement during which Contractor maintains State Confidential Information.

6. Data Recovery. Contractor shall be responsible for ensuring backup and redundancy of the State's Confidential Information for recovery in the event of a system failure or disaster event within Contractor's data storage systems. Contractor shall ensure that its Subcontractor or related entities provide similar backup and redundancy of the State's Confidential Information.

7. Return or Destruction of Confidential Information. Upon termination of the Agreement for any reason, Contractor shall:

a. Retain only that Confidential Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;

b. Destroy, in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the remaining Confidential Information that Contractor still maintains in any form;

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c. Continue to use appropriate safeguards and comply with applicable law to prevent use or disclosure of the Confidential Information, other than as provided for in this Section, for as long as Contractor retains the Confidential Information;

d. Not use or disclose the Confidential Information retained by Contractor other than for the purposes for which such Confidential Information was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and

e. Destroy in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the Confidential Information retained by Contractor when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

8. Survival. This Appendix F *Required Protection of Confidential Information and Data Security* shall survive termination or conclusion of the Agreement.

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APPENDIX IV - 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 (but are not limited to) Treatment, Payment activities, and/or Plan 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

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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.

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.

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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

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

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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:

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

Contractor Initials RDD
Date 8.17.26

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

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, or by exercising reasonable diligence, would have been 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:

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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);

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, or by exercising reasonable diligence, would have been 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 as of Governor and Executive Council approval, and shall terminate consistent with the underlying Agreement or on the date covered entity terminates as authorized by the Agreement.

b. In addition to the general provisions outlined in the P-37 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 this Business Associate Agreement. 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.

Contractor Initials [illegible]
Date 8.17.24

c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. 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. Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HIPAA Rules as in effect or as amended.

Contractor Initials BDD
Date 8.17.26

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 Business Associate Agreement.

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 Business Associate Agreement 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 Business Associate Agreement are declared severable.

f. Survival. Provisions in this Business Associate Agreement 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 Business Associate Agreement.

The State of New Hampshire, Employee Health Benefit Plan	**Contractor**
Signature of Authorized Representative	Signature of Authorized Representative
Charles Arlinghaus	Brian Duffy, Esq.
Name of Authorized Representative	Name of Authorized Representative
Commissioner	Vice President and General Counsel
Title of Authorized Representative	Title of Authorized Representative
8/22/26	08/17/2026
Date	Date

Contractor Initials BDD
Date 8.17.26

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0007987072**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of July A.D. 2026.

David M. Scanlan
Secretary of State

DELTA DENTAL

www.nedelta.com

CERTIFICATE OF AUTHORITY

I, Sara M. Brehm, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of the Delta Dental Plan of New Hampshire.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 12, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Thomas Raffio, President & Chief Executive Officer is duly authorized on behalf of Delta Dental Plan of New Hampshire to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: August 5, 2026

Sara M. Brehm

Signature of Elected Officer
Name: Sara M. Brehm
Title: Corporate Secretary
Delta Dental Plan of New Hampshire

Northeast Delta Dental

Delta Dental Plan of New Hampshire
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
Telephone: 603-223-1000
Fax: 603-223-1199

Delta Dental Plan of Maine
1022 Portland Road
Suite Two
Saco, ME 04072-9674
Telephone: 207-282-0404
Fax: 207-282-0505

Delta Dental Plan of Vermont
12 Bacon Street
Suite B
Burlington, VT 05401-6140
Telephone: 802-658-7839
Fax: 802-865-4430

DELTDEN-01 VVAUDREUIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2026

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:
PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B : MEMIC Indemnity Co.	
INSURER C : TDC Specialty Insurance Co.	
INSURER D :	
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			CPA5622974-11	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BENEFI	$ 1,000,000
A	AUTOMOBILE LIABILITY			CAA5622975-11	1/1/2026	1/1/2027	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			CUA5622976-11	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801427	1/1/2026	1/1/2027	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			MCP007492606	7/27/2026	7/27/2027	$125,000 retention	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
Red Tree Holdings, Inc.
Red Tree Insurance Company, Inc. Management Liability - D&O/EPLI
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
25 Capitol St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Vivian Vaudreuil

ACORD 25 (2016/03)

AGENCY CUSTOMER ID: DELTDEN-01 VVAUDREUIL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Northeast Delta Dental Foundation, Inc.

Management Liability - D&O/EPLI
Policy # MMP012612404 - TDC Specialty Insurance Company
7/27/2026 to 7/27/2027
D&O Shared Limits
Per Claim: $4,000,000
Aggregate: $5,000,000
Retention: $125,000
EPLI Shared Limits
Per Claim: $4,000,000
Aggregate: $5,000,000
Retention: $125,000
Antitrust Violations Limit: $1,000,000

Fiduciary
Policy # 107675796 - Travelers
7/27/2026 to 7/27/2027
Employee Theft: $1,000,000
$10,000 deductible

Crime
Policy # 106224556
1/1/2026 to 1/1/2027
Limit of Liability $3,000,000

It is agreed and understood that State of New Hampshire is included as additional insured on General Liability for ongoing operations when
required by written contract/agreement.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2026

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 M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: PHONE (A/C, No, Ext): 800-272-2443 FAX (A/C, No): 608-273-1725 E-MAIL ADDRESS: info@m3ins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Underwriters at Lloyds London
NORTDEL-01	INSURER B :
INSURED Delta Dental Plan of New Hampshire d/b/a Northeast Delta Dental One Delta Drive Concord NH 03302	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1856820341 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ 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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			FM2500267	1/1/2026	1/1/2027	Aggregate Retention	$10,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire is an Additional Insured when required by written contract.

CERTIFICATE HOLDER

State of New Hampshire
25 Capitol St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE