



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

200 mac

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 9, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Application Software Inc. dba ASIFlex (VC# 169741) of Columbia, MO, in an amount not to exceed \$572,469.00, with contingencies, to administer the Flexible Spending Accounts (FSA), Health Reimbursement Account (HRA) and Lifestyle Spending Account programs for state employees pursuant to RSA 21-I:44a and b and consistent with State collective bargaining agreements. Additionally, ASIFlex will administer the State's COBRA program, ensuring the State's compliance under federal law. This contract is effective upon Governor and Council approval for a three year period, effective January 1, 2025, through December 31, 2027, with the option to renew for up to three additional years, subject to the approval of Governor and Executive council. **Approximately 24% General Funds, 12% Federal Funds, 2% Enterprise Funds, 7% Highway Funds, 1% Turnpike Funds and 54% Other Funds.**

Funds to support this request are anticipated to be available in the following accounts in FY25, FY26, FY27 and FY28:

	SFY25	SFY26	SFY27	SFY28
HAT/LSA/COBRA				
01-14-14-140560-66000000-102 Actives	\$52,289	\$104,578	\$104,578	\$52,289
01-14-14-140560-66600000-102 Troopers	\$1,031	\$2,062	\$2,062	\$1,031
01-14-14-140560-67000000-102 Dental	\$14,258	\$28,516	\$28,516	\$14,258
	\$67,578	\$135,156	\$135,156	\$67,578
FSA				
01-14-14-143510-10460000-063	\$27,834	\$55,667	\$55,667	\$27,834
Total				\$572,469

EXPLANATION

The State provides full-time employees with the option to enroll in Flexible Spending Accounts (FSA) for health care expenses (Health FSAs) and/or dependent care expenses (Dependent Care FSAs) in accordance with the provisions of RSA 21-I:44a-b. The State also provides employees with Health Reimbursement Arrangements (HRAs) and Lifestyle Spending Accounts in accordance with collective bargaining agreements. Additionally, the State is required to comply with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) for the State's eligible group health and dental plans and the Health FSA plan. The current contract with ASIFlex expires on December 31, 2024.

DAS issued a Request for Proposal (RFP) for the FSA, HRA, and Lifestyle Spending account plans as well as optional COBRA services administrative services on March 26, 2024. Notifications of the RFP were sent to 290 organizations by the Bureau of Purchase and Property, with 287 identified through the appropriate Institute for Public Procurement (NIGP) industry code database. The RFP was also posted on the Bureau of Purchase and Property public website. On Friday, April 26, 2024, three proposals were received from the following: Application Software Inc. (dba ASIFlex), TASC and Inspira Financial.

The scoring of the proposals for the FSA, HRA and Lifestyle Spending account plans was divided into two main categories: a Financial section and a Technical questionnaire. The scoring of the Financial section was based on the projected costs as determined by the State for the three year period beginning January 1, 2025 to December 31, 2027. The scoring of the Technical questionnaire was allocated to each of the following areas and corresponding weights: Experience, Financial Stability, Contractual, References and Compliance (5 points), Administration (including debit cards) and Customer Service (15 points), Technology and Reporting (15 points) and Implementation and Performance Guarantees (15 points).

The financial score encompassed fifty (50) percent of the total proposal score. The lowest cost proposal received 100% of the 50 points allocated for the Financial Section of the RFP without COBRA services and 60 points with COBRA services. All other financial proposals were scored on a linear sliding scale, with proposals losing 2.0 points of the maximum allocated for every 1.0% more costly than the lowest cost proposal. Proposals that reflected a projected cost that was 25% more costly than the lowest cost proposal, or 30% with COBRA services, received zero (0) points for the Financial Section. ASIFlex submitted the lowest cost proposal so was allocated the full 50 points without COBRA services and the full 60 points with COBRA services. TASC submitted the next highest cost proposal, scoring 48.53 points without COBRA services and 18.01 points with COBRA services. The 3rd bid received, submitted by Inspira Financial, proposed fees in excess of 293% of the lowest bid without COBRA services and in excess of 280% with COBRA services, thereby scoring zero (0) points for the Financial Sections of their bid both with and without COBRA services. A summary score chart, entitled "Overall Technical and Financial Scoring" is attached for reference.

The remaining 50% of the allocated points was distributed amongst the Technical Questionnaire in the categories previously listed. Scoring criteria was applied and bidder responses were evaluated as optimal, average and below average on a scale of 100% to 0%. In accordance with the State's procurement rules, the non-financial section scoring was based on the

quality of each bidder's response and not based on any outside knowledge of the programs and/or services offered by each bidder. The scoring for this section for the three proposals was competitive, with ASIFlex scoring the highest score in the Technical Questionnaire, both with and without COBRA services and TASC scoring as 2nd lowest proposal.

To summarize, this year's procurement brought in three bidders vying for the State's business, with quoted 3 year total contract prices amongst the three bidders ranging from \$534,270 to \$1,575,588. ASIFlex's combined score was the highest at 98.84 points out of 100 without COBRA services and 118.34 points out of 120 with COBRA services. As the incumbent, ASIFlex has proven to be a solid business partner in terms of accurate claims processing and quality customer and client service. ASIFlex maintains focus on continuous improvement with the State, adding to and expanding their on-line access for both member utilization and client reporting, as well as working to provide communication tools and resources to improve member understanding and knowledge of their benefits.

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

Respectfully submitted,

Catherine O. Keane
for

Charles M. Arlinghaus
Commissioner
Administrative Services

State of New Hampshire
RFP # 2895-24: FSA, HRA & LSA Administration Services

Overall Technical and Financial Scoring

Criteria	Maximum Weight	Vendor Name		
		ASIFlex	Inspira	TASC
Financial – Fees in Excess of Lowest (Lowest =100%)	50	50.00	0.00	48.53
Technical Questionnaire				
• Experience, Financial Stability, Contractual, References, and Compliance	5	4.68	4.19	4.84
• Administration (Including debit card) and Customer Service	15	14.70	13.50	13.35
• Technology and Reporting	15	14.46	15.00	15.00
• Implementation and Performance Guarantees	15	15.00	13.93	15.00
Total Technical Questionnaire Score	50.00	48.84	46.62	48.19
Total Weighted Score Without COBRA	100.00	98.84	46.62	96.72
OVERALL RANKING WITHOUT COBRA		[1]	[3]	[2]
Criteria with Optional COBRA Administration Services:				
Financial – Fees in Excess of Lowest (Lowest =100%)	60	60.00	0.00	18.01
Medical and Dental COBRA Administration • In addition to 50% technical scoring above	10	9.50	7.00	8.50
Total Weighted Score With COBRA	120.00	118.34	53.62	74.70
OVERALL RANKING WITH COBRA		[1]	[3]	[2]

**Subject: Flexible Spending Accounts (FSA), Health Reimbursement Arrangements (HRA),
Lifestyle Accounts (LSA) and COBRA Administration Services**

FORM NUMBER P-37 (version 2/23/2023)

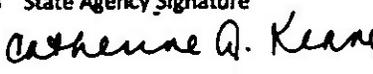
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential, or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 (DAS)		1.2 State Agency Address 25 Capitol St, Concord, NH 03301	
1.3 Contractor Name Application Software Inc. dba ASIFlex		1.4 Contractor Address 201 West Broadway, Bldg. 4C, Columbia, MO 65203	
1.5 Contractor Phone Number 1-800-659-3035	1.6 Account Unit and Class 01-14-14-143510-10460000-102 (FSA) 01-14-14-140560-66000000-102 (HRA/LSA Actives/COBRA) 01-14-14-140560-66600000-102 (HRA/LSA Troopers/COBRA) 01-14-14-140560-67000000-102(COBRA)	1.7 Completion Date December 31, 2027	1.8 Price Limitation \$572,469.00
1.9 Contracting Officer for State Agency Joyce Pitman, Director of Risk and Benefits		1.10 State Agency Telephone Number 603-271-3080	
1.11 Contractor Signature  Date: 8/14/24		1.12 Name and Title of Contractor Signatory John Riddick, President	
1.13 State Agency Signature  Date: 8/14/24		1.14 Name and Title of State Agency Signatory: Catherine A. Keane for Charles M. Arlinghaus, Commissioner, DAS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christen Lavers</i> On: 8/15/2024			
17. Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

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.

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.

**EXHIBIT A
SPECIAL PROVISIONS**

Section 12 is hereby amended by adding section 12.1.1:

12.1.1 Contractor intends to effect a merger between Application Software, Inc. and ASI COBRA, LLC on or about January 1, 2025, whereby Application Software, Inc. would be the surviving entity (hereinafter referred to as the "Proposed ASI Merger"). Both entities are wholly owned by John Riddick, an Individual. The State hereby acknowledges and consents to the assignment, delegation, or transfer of interest that will occur in the event the Proposed ASI Merger occurs. ASI will notify the State in writing if the Proposed ASI Merger occurs, no other written notice will be required regarding the ASI Merger. Such notice shall satisfy section 12.1 above regarding the ASI Merger.

Section 12.3 is hereby deleted in its entirety and replaced with the following:

Contractor may perform certain services hereunder through one or more of its subsidiaries, affiliates, or subcontractors. However, performance of such services by subsidiaries, affiliates, or subcontractors shall require prior written notice to and consent of the State. A list of current subcontractors is below and constitutes such written notice and consent of the State for those subcontractors for the sole purpose of the services outlined below. The use of any other subsidiaries, affiliates, or subcontractors, or the use of these subcontractors for any purpose not outlined below, shall require prior written notice to and consent of the State. Contractor shall be accountable for the performance of all subsidiaries, affiliates, and subcontractors and shall be responsible for all performance guarantee penalties that may result from underperformance of the subsidiary, affiliate, or subcontractor.

- WEX Health – WEX Health is responsible for the production and delivery of the debit cards for the Health FSA and HRA Participants. WEX Health also performs on-going record keeping of the card activity and transactions. Location: 82 Hopmeadow Street, Suite 220, Simsbury, CT 06089.
- Fredrick Enterprises, Inc., dba Midwest Mailing – Midwest Mailing will provide mailing, print and fulfillment services. Location: 6104 Brown Station Rd., Columbia, MO 65202.
- ASI COBRA, LLC – providing COBRA administration services. Location: P.O. Box 6044, Columbia, MO 65205-6044

Section 14.1 is hereby amended to add Section 14.1.3 as follows:

14.1.3 Cybersecurity liability insurance in the amount of not less than \$5,000,000.

EXHIBIT B SCOPE OF SERVICES

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 (hereinafter State) and Application Software, Inc., dba ASIFlex (hereinafter Contractor).

Background

Contractor shall provide administrative services for the following benefit programs offered under an Internal Revenue Code § 125 Cafeteria Plan established by the State:

- Health Flexible Spending Arrangement (Health FSA)
- Dependent Care Flexible Spending Arrangement (Dependent Care FSA)

Contractor shall provide administrative services for the Health Reimbursement Arrangement (HRA) established under Revenue Ruling 2002-41 and Notice 2002-45 as described below.

Contractor shall provide administrative services for the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Health Insurance Portability and Accountability Act (HIPAA) portability administration for the medical, dental, Health and Dependent Care FSA as described below.

Contractor shall provide administrative services for the Lifestyle Spending Account(s) (LSA) established under the Collective Bargaining Agreements, ex., Fitness Reimbursement.

The Health FSA, Dependent Care FSA, HRA, LSA(s) and plans to which COBRA and/or HIPAA applies will hereinafter be collectively referred to as the Program.

In consideration of the mutual promises and conditions contained in this Agreement, the State and Contractor agree as follows:

Section 1 Contract Terms *Applies to All Services*

1.1 Agreement

The following documents will constitute the entire Agreement between the parties: The State of New Hampshire General Terms and Conditions (Form Number P-37), Exhibit A, Exhibit B, Exhibit C, Exhibit D and Appendices A & B. In the event of a conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: 1) Form Number P-37 as modified by Exhibit A, 2) Exhibit B Scope of Services, 3) Exhibit C Pricing and Payment Terms, Exhibit D Incorporation of Contractor RFP Response and 4) Appendices A - Required Protection of Confidential Information and Data Security and B - Business Associate Agreement.

1.2 Effective Date

This Agreement is effective upon Governor and Executive Council approval. The parties agree that the administrative services to be provided under this Agreement shall commence on January 1, 2025, or upon

approval of Governor and Executive Council (whichever is later), while implementation activities and other activities described herein shall commence immediately upon Governor and Executive Council approval, payments under this Agreement shall not commence prior to January 1, 2025.

1.3 Term

The term shall be the period commencing on the Effective Date and ending December 31, 2027, with the option to extend at the State's discretion for up to three additional years, subject to the approval of the Governor and Executive Council.

Section 2 Scope of Understanding Applies to All Services

2.1 Scope of Undertaking

2.1.1 The State has sole and final authority to control and manage the operation of the Program. Contractor is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of the State. Contractor and the State shall not be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.

2.1.2 Contractor does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by the State. Contractor shall not in any way be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. Contractor generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by the State under the Program.

2.1.3 Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute Contractor as a party to the Program or to confer upon Contractor any authority or control with respect to management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program except as outlined herein.

2.2 Non-Discretionary Duties

2.2.1 Except as otherwise expressly set forth herein, the services to be performed by Contractor under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Programs established by the State.

2.3 Limited Fiduciary Duties (Applies to Health FSA and HRA only)

2.3.1 Notwithstanding the foregoing, the State delegates to Contractor certain functions which might be deemed to be of a fiduciary nature, including authority to determine claims for benefits as set forth in Section 5, Exhibit B, and to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of the State for the payment of Program benefits claims as set forth in Exhibit C.

2.3.2 The parties agree that Contractor is fiduciary of the Program only to the limited extent necessary to perform such limited fiduciary duties as expressly delegated under this Agreement. Contractor shall not be deemed a fiduciary in connection with any other duty or responsibility in the administration of the Program.

Section 3
Program Eligibility
Applies to All Services

3.1 General Eligibility

3.1.1 Unless otherwise specified in the Benefit Booklet and/or Summary Plan Description (SPD) by the State or within this Agreement, Contractor shall apply its standard administrative practices and procedures and enrollment policies, which may be revised or modified from time to time, in connection to its performance of its responsibilities as outlined in this Agreement or as a direct result of changes to federal or state laws as they apply to the administration of FSAs, HRAs, LSAs, and COBRA.

Section 4
The State's Responsibilities
Applies to All Services

4.1 General Fiduciary Duties

4.1.1 Except as otherwise specifically delegated to Contractor in this Agreement, the State has the final authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Program and making all determinations thereunder. The State gives Contractor the authority to act on behalf of the State in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by the State and Contractor. The State is considered the Plan Administrator and Named Fiduciary of the Program benefits.

4.2 Funding

4.2.1 The State shall promptly fund an account maintained for the payment of Program benefits as described in Exhibit C. Parties acknowledge that funding is subject to Legislative approval.

4.3 Information to Contractor

4.3.1 Upon request, the State agrees to provide Contractor with information necessary for Contractor's performance of and duties and obligations under this Agreement, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Contractor shall be entitled to rely, upon any written information or communication of the State or its agents. Such information shall be provided to Contractor in the time and in the manner agreed to by the State and Contractor. Contractor shall have no responsibility with regard to benefits paid in error due to the State's failure to timely update such information.

4.3.2 The State also agrees to provide Contractor with updated reports (as needed) summarizing eligibility data.

4.3.3 The State shall be responsible for ensuring the accuracy of its eligibility data.

4.3.4 Contractor incurs no liability to the State or any person who is participating in the Program (Participant) as a consequence of inaccurate eligibility data provided by the State. Additionally, Contractor is under no obligation to credit the State for any claims expenses or administrative fees incurred or paid to Contractor as a consequence of the State failing to review eligibility data for accuracy.

4.4 Plan Documents

4.4.1 As Plan Administrator, the State is responsible for the Program's compliance with all applicable federal and state laws and regulations and, when possible, the State will notify Contractor of any changes to the Program at least 30 days before the effective date of such changes.

4.4.2 Contractor shall provide draft plan documents and forms compliant under Federal and/or State statutes for review by the State with its legal counsel for creation of customized documentation for the Program to be approved and executed by the State, including summary plan description, plan document, plan amendments, reimbursement forms, election forms for administrative of FSA, LSA, HRA and COBRA services. Documents shall be finalized and approved by the State before December 1 of each plan year as necessary. Contractor shall also provide compliance assistance and ongoing maintenance of these documents as required. Contractor will customize such documentation only to the extent to incorporate the State's responses to certain plan design questions submitted by Contractor. In addition, Contractor will provide draft document changes to reflect revisions in applicable legislation or regulations. Although Contractor has taken steps to ensure that its draft documents and forms are of high quality and generally comply with the applicable laws, it cannot be aware of all of the facts and circumstances that may apply to the State or the Program.

4.4.3 As Plan Sponsor, the State bears sole responsibility for determining the legal and tax status of the Program. Further, Contractor is not a law firm and has no authority to provide legal advice.

4.5 Liability for Claims

4.5.1 The State is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. Contractor does not insure or underwrite the liability of the State under the Program. Except for expenses specifically assumed by Contractor in this Agreement, the State is responsible for all expenses incident to the Program.

4.6 Financial and Medical Records

4.6.1. In order to permit Contractor to perform their obligations under this Agreement, personal financial records or medical records may be requested. If required by law or regulation, Contractor must either, in accordance with applicable state or federal law:

- Notify each Participant and provide each Participant an opportunity to opt out (if required); or
- Obtain from each Participant written authorization for release of the requested records.

4.7 HIPAA Privacy

4.7.1 The State shall provide Contractor with the following documents, where required or applicable:

- Notice of Privacy Practices;
- Any subsequent changes to the Notice of Privacy Practices;
- Notice of any requests that communications be sent to a Participant or beneficiary by an alternative means or at an alternative location that the State agrees to under the Privacy Rule, to the extent that such request may affect Business Associate's use or disclosure of PHI.

4.7.2 The State shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by the State, except that Contractor may use or disclose PHI for purposes of data aggregation and the management and administrative activities of Contractor, as

provided in Section 6, Exhibit B of this Agreement.

Section 5
Contractor's Responsibilities
Applies to All Services

5.1 Delegated Responsibilities and Administrative Services

5.1.1 Contractor's responsibilities shall be as expressly delegated to Contractor in this Agreement (including the obligations listed in any appendices to this Agreement) or any other written and signed Agreement between the State and Contractor. Contractor generally provides certain reimbursement and recordkeeping services, as described further below.

5.1.2 Contractor shall apply plan provisions in a consistent, accurate manner.

5.1.3 Contractor shall implement plan rules adopted by the State within a reasonable and required timeframe. This shall include implementation of any changes to the Program that are collectively bargained over the term of the Agreement. Per the bargaining agreements, benefit plan design changes are typically implemented on a calendar year basis.

5.1.4 Contractor shall process the State enrollment and payroll deduction data during open enrollment and as frequently as necessary to accommodate subsequent updates.

5.1.5 Contractor shall stay current on legal and regulatory changes affecting FSA and HRA plans and debit cards, and COBRA administration and conduct internal audits of operations to assure compliance with policies and procedures.

5.1.6 Contractor shall assist the State in preparing preliminary, mid-year, and final nondiscrimination tests.

5.2 Services Not Included

5.2.1 Determining whether the State's plan documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.

5.2.2 Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the Health or Dependent Care FSA.

5.2.3 Determination on any final level of appeal, which is at the State's discretion.

5.3 Employee Data Access

5.3.1 Contractor shall maintain a mobile application and a website that allows Participants secure access to their account information. The website shall foster understanding in tax-favored benefit programs for benefit-eligible employees nationwide. The website shall include but not be limited to user-friendly features such as:

- Online account statements and claim information with a display of claims submitted and claims paid
- Account balance(s)
- Easy online claim filing
- Secure messaging center

- Easy sign up to Innovative claim filing service
- Online confirmation of receipt of fax
- Link to ASIFlex Mobile App
- Link to FSA Store with thousands of over-the-counter health care products
- Helpful, educational videos
- Expense estimator and tax-savings calculator
- Detailed list of eligible expenses
- Claim authorization and other forms
- Links to pertinent IRS forms and publications
- Debit card information including a list of compliant IIAS merchants
- Detailed Frequently Asked Questions section
- News and other regulatory updates
- FSA Program Descriptions

5.4 Account Management

5.4.1 Contractor shall track the HRA accounts for the Health Assessment Tool (HAT) program, the FSA accounts (Health and Dependent Care), as well as the LSA(s) for each eligible Participant. Contractor shall accommodate the reimbursement order specified by the State. Contractor will provide reports to the State for the HRAs, the FSAs, as well as the LSAs.

5.4.2 Contractor shall process claims with a claim incurred date during the agreement period, including investigating and reviewing such claims to determine the amount, if any, that is due and payable with respect thereto in accordance with the terms and conditions of the Benefit Booklet, Summary Plan Description and this Agreement.

5.4.3 Contractor shall make initial decisions with regard to manual Participant claims and disburse any benefit payments that it determines to be due within 3 business days of the day on which Contractor receives the claim. Benefit payments shall be made by check or Automated Clearing House (ACH) payable to each individual Participant as applicable.

5.4.4 In the event the aggregate year to date claims payments exceed the aggregate year to date Participant contributions, Contractor will contact the State to make available such excess amounts.

5.4.5 Contractor shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate time period for the Participant to resubmit the claim. Contractor shall follow the requirements of the State with regard to denial of claims.

5.4.6 Upon receiving instructions from the State with regard to a Participant's eligibility, change in status, or other event that permits an election change under IRS regulations, Contractor shall make the requested change in the Participant's election within one business day.

5.5 Claims Processing

5.5.1 Contractor shall conform to the following claim turnaround timeframes (number of business days from receipt) when processing claims:

Claim Type	Turnaround Time
Paper Claims	Three (3) Days
Electronic Claims (Debit Card)	Immediate
Electronic Claims (submitted via Fax, Online & Mobile App)	Three (3) Days

5.6 Service Delivery

5.6.1 Contractor agrees to provide an 800-customer service number and appropriately trained personnel available by telephone during Contractor’s normal business hours (8:00 am to 8:00 pm ET, Monday through Friday and from 10:00 am to 2:00 pm ET on Saturday, except for national holidays). The State acknowledges that the Contractor-provided 800-customer service number is not designated solely to the State and is shared among Contractor’s other clients. Contractor also agrees to provide electronic administrative services 24 hours per day, 7 days per week. Contractor shall have a dedicated staff assigned to the State for account services and customer service.

5.6.2 Contractor shall provide seminars, direct outreach, and other educational activities to promote the Program. Contractor shall provide support for annual open enrollments, and attend meetings as requested by the State. This can include print material, educational webinars, recorded presentations, or on-site meetings such as annual open enrollment.

5.6.3 Contractor shall provide employee and Participant communications such as newsletters or similar informational materials, web-access to interactive information and tax savings calculators (e.g., links to claims history information maintained online by the current health benefit vendors for verifying out of pocket expenses, and calculating payroll contributions to the programs being offered), a secure mobile app to access account information and submit claims and receipts, announcement posters, new hire letters and informational packets, and other communications that the State deems necessary as mutually agreed with Contractor.

5.6.4 Contractor shall be ready and able to support the Open Enrollment process in November of each year for a January 1 effective date.

5.7 Benefits Payment

5.7.1 Contractor agrees to, on behalf of the State, operate under the express terms of this Agreement and the Program. Contractor makes the initial determination if persons covered by the Program (as included in the eligibility files) are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner, to Participants as set forth in this Section 5, Exhibit B.

5.7.2 Contractor shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims.

5.7.3 Contractor shall provide at least the following claim submission options: mobile applications, debit card, direct provider pays, online claim filing, Insurance interface, fax and postal mail.

5.7.4 Contractor assumes the responsibility for ensuring that all payable transactions are reimbursable according to Plan rules and IRS code 213(d).

5.7.5 Contractor agrees to administer the transition of the Health FSA program from grace period to a roll

Contractor Initials: 
Date: 5/2/24

over feature. Transition will include the following:

- 2024 Health FSA participants with remaining funds as of December 31, 2024, will be allowed to incur and report eligible claims through the plan year's two and a half month grace period. Eligible Health FSA claims incurred during the grace period will be applied to the previous year first with any remaining claim applied to the current year.
- Effective with the plan year beginning 1/1/2025, Health FSA participants with a fund balance as of December 31st each year, will be allowed to roll over those FSA funds up to the annual set amount, not to exceed the federally allowed annual maximum. Eligible health FSA claim payments will be drawn first from funds allowed to roll over from the previous year, then drawn from the current year's election.

5.7.6 Health Reimbursement Arrangement (HRA) account(s) roll over will be determined by the State in accordance with collective bargaining agreements as specified in Section 5.1.3, Exhibit B.

5.7.7 Contractor shall administer the LSA(s) in accordance with the collective bargaining agreements, limited to Participants in the HMO health benefit plan and their covered spouses or dependents eighteen (18) years of age or older. The two LSAs are currently as follows: Fitness Equipment reimbursement capped at \$200 per calendar year; Health Club Membership reimbursement capped at \$450 per calendar year. Participants may only be reimbursed for one LSA per calendar year (Jan-Dec). Expenses must be incurred within the same calendar year and must be submitted for reimbursement by April 30th of the following calendar year after the close of the calendar year in which expenses were incurred. All reimbursements are considered taxable income to the Participants.

5.8 Debit Cards

5.8.1 Contractor shall provide a set of two (2) debit cards to each Participant and manage all debit card transactions. Each Participant will call a toll-free number in order to activate the card. Initial debit cards shall be provided to existing Participants prior to January 1, 2025.

5.8.2 Contractor shall mail any necessary debit cards to each Participant within ten (10) business days of receipt of the State's enrollment data. FSA enrollments are initiated by an enrollment file Contractor receives from the State. HRA enrollments are initiated by a file Contractor receives from the State's medical benefits administrator. Participants may request a debit card be provided to their dependent spouse and/or child(ren) provided that they are at least eighteen (18) years of age.

5.8.3 If a Participant substantiates a debit card transaction with a manual submission, then the Contractor will automatically establish all future transactions of the same amount with the same merchant as auto substantiated. The Participant does not need to initiate this process.

5.8.4 At the point-of-sale, the Contractor debit card will confirm the merchant is an eligible merchant according to the merchant category code (MCC) coded into Contractor's credit card processing system and/or the individual merchant identification number.

5.8.5 If a purchase is attempted at a vendor that has an allowable MCC, and the Participant has available funds, the transaction will be approved.

5.8.6 If a Participant attempts a purchase at a merchant that does not have an acceptable MCC and does not meet the Inventory Information Approval System (IIAS), the purchase will be declined, and the Participant will

have to provide an alternate form of payment for all approved transactions. Contractor will then attempt to retroactively match the purchase amount with known co-pay amounts for FSA Participants. In order to adjudicate the known co-pay amounts, the State will provide Contractor with a data file that details the known co-pay amounts.

5.8.7 If a Participant purchases an item that does not match a known co-pay or is not an auto-adjudicated purchase, Contractor will send the Participant notification that substantiating documentation must be submitted to Contractor within six weeks or as otherwise agreed by Contractor and the State.

5.8.8 While IRS Revenue Ruling 2006-69 created a safe harbor for dependent care expenditures purchased with the FSA debit card, the process for substantiating these purchases is currently cumbersome and confusing for Participants. Therefore, it is agreed that Participants will not be provided the use of an FSA debit card for dependent care expenses. However, if the process for substantiating purchases eases, parties can discuss the feasibility of adding this feature.

5.8.9 Contractor shall provide one card combining both the Health FSA and HRA accounts to those State employees participating in the Health FSA plan and who have also met the eligibility requirements for the HRA. Order of payment shall be directed by the State.

Statutorily authorized group (SAG) employees are not eligible for the State Health FSA and therefore shall be limited to a debit card with HRA only, if eligible.

5.8.10 Contractor's debit card system shall be available except in the case of scheduled system downtime (which Contractor shall strive to minimize) or systems downtime attributed to telecommunications failure or other circumstances beyond Contractor's control. Contractor shall provide at least a 30-day advance notice to plan Participants of debit card blackout periods including information on alternative means of claim adjudication.

5.8.11 It is agreed that Participants will not be provided the use of a debit card for LSA expenses.

5.9 Reporting

5.9.1 Contractor agrees to make available to the State each month via electronic medium (unless otherwise agreed by the parties) a report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month. Management reports shall also be available on-demand 24/7 through Contractor's employer portal.

5.9.2 Contractor shall meet the following minimum reporting requirements. Reports should include the following:

- Weekly/monthly/quarterly/annual reconciliation, customer service and activity reports showing counts by employee group, type of benefit, and other pertinent information;
- Monthly activity reports showing the types of transactions processed broken down by category;
- Participant level data including deposits, expenditures and account balances;
- Full financial accounting and banking reconciliation reports including forfeitures;
- Annual presentation and report to include a summary of the State activity, and recommendations for improvement;

- Monthly imputed income report showing all LSA reimbursements paid. The State shall provide required file specifications for payroll system upload.
- Ad-hoc reporting (regular reports listed above but provided at any frequency in which needed) at no additional charge, which shall be provided within no later than within 5 days of receipt of request;
- Email daily activity notice - This notice will notify the State of the amounts issued that day for each flexible spending or reimbursement account. The notice is sent one day in advance of the effective date of the debits from the State's account and can be sent to any individual (or individuals) designated by the State.

5.9.3 For those Program benefits subject to HIPAA, the State must provide certification that the plan document requires the State to comply with applicable Privacy and Security Rules under HIPAA before Contractor will make available the reports provided for in this Section to the State.

5.9.4 Contractor agrees to also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month. Contractor shall prepare and mail to Participants, year-end reports of the contributions made by the participant and the benefits paid to or on behalf of Participants. Contractor shall also prepare and mail such reports upon request by Participant.

5.9.5 Contractor will process regular deposit reports provided from the State to capture new Participants, terminated Participants, change in status, and to post regular payroll contributions.

5.10 Claims Appeals

5.10.1 Contractor shall handle the intake, review, determination and notification of determination to Participants for the first level of appeal. Contractor will handle the intake of second level appeals and forward to the State for review, final determination and notification.

5.11 Implementation

5.11.1 Contractor shall provide a detailed implementation plan to the State, subject to the State's approval, within one week after Governor and Executive Council approval or as otherwise agreed by the parties. The implementation plan shall include but not be limited to the following:

- Development of interfaces between Contractor, the State and applicable benefit plan vendors to allow for administration of appropriate COBRA continuation benefits elected by qualified beneficiaries
- Development of a Comprehensive Communication plan
- Successful test of system configuration(s) to accommodate State plan rules, account set-up and claims adjudication parameters
- Support of the State's November 2024 open enrollment process for the 2025 Plan Year
- Deliver to plan Participants of FSA and HRA program benefit information prior to the November 2024 open enrollment and debit cards prior to 1/1/2025
- Access to the Contractor's online system by close of open enrollment for benefit program staff
- Access to Contractor's online system and customer service by the November 2024 open enrollment for eligible plan Participants
- Establish process for data and reporting access by the State
- Establish banking procedures to obtain claim funding from State before releasing benefit payments
- Establish order of payments and cutoff dates
- Begin administering FSA, HRA and LSA claims on January 1, 2025

- Begin administering COBRA election notices and continuation notices effective January 1, 2025

5.11.2 If applicable, the project plan shall be updated thereafter as the State and Contractor mutually agree. Implementation activities shall be conducted in close collaboration and with the approval of the State.

5.12 Claims Run Out

5.12.1 At a minimum, within five (5) business days from the termination of this Agreement or by a date otherwise mutually agreed upon, Contractor shall provide all necessary data required to transition all account administration within this Agreement to the State, or its designee, to ensure continuity of coverage for the services outlined in this Agreement.

5.13 COBRA

5.13.1 Contractor shall provide COBRA services in regard to the medical, dental, and Health Care FSA and shall retain the 2% administrative fee associated with such services. Such services include, but are not limited to:

- Distribute the initial (new hire) and qualifying event COBRA notices and election notice.
- Process election forms submitted by qualified beneficiaries.
- Distribute notices for and process annual enrollment for qualified beneficiaries.
- Distribute notice of ineligibility upon a determination of ineligibility.
- Billing, collection and remittance of COBRA premiums paid by qualified beneficiaries.
- Provide notice if change in premium payment.
- Send notice of COBRA termination when applicable.
- Respond to inquiries by providers.
- Provide certificates of creditable coverage.
- Provide timely reminder notice of premium due when appropriate.
- Provide access to a secure portal for COBRA account status review, and other information.
- Provide an excel file of detailed enrollment information for each COBRA participant for ACA reporting purposes, to be provided by the Contractor no later than January 15th following the end of each calendar year.
- Accept interface file from the State twice per week with new hires eligible for initial COBRA notice, as well as employees/dependents with qualifying events.
 - All information required will be provided in such format as is reasonably required by, and acceptable to, the State and Contractor.
- Accept electronic transfer of information from the State's incumbent COBRA vendor, as part of the transition process, if deemed appropriate, including information for participants in waiting status.
- Provide discrepancy report or similar to the State within 48 hours of receipt of State's file.
- Accept electronic transfer of information from the State's incumbent COBRA vendor, as part of the transition process, including information for participants in waiting status.
- Send COBRA election information to the State's vendors.
- Remit Health and Dental COBRA premiums to the State by the 10th calendar day of the month.

5.13.2 Contractor will establish, maintain, and update an eligibility report to all carriers identified by the State to Contractor. Updated eligibility reports will be produced weekly for each benefit plan carrier.

5.13.3 Contractor will establish, maintain, and update a roster containing the names of all participants who elect COBRA Continuation Coverage and provide such roster to the State via the Employer Portal

5.13.4 During the term of this Agreement, the State will furnish the Contractor with the information necessary to provide COBRA administrative services, including, but not limited to:

- a) The names of all Qualified Beneficiaries eligible to elect Continuation Coverage, as well as the COBRA Qualifying Event date and the type of event (i.e., termination), employee census information including the coverage that the employee had at the time of the Qualifying Event, and dependent information for all dependents covered under the employee's Plan at the time of the Qualifying Event.
- b) The names and other pertinent information of all employees newly eligible to elect coverage under the Plan
- c) Mailing addresses and any other information necessary to enable Contractor to perform the administrative services under this Agreement;

5.13.5 Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, Contractor will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected to the State at such times and in such manner as may be agreed Upon by the Contractor and the State, but not more frequently than monthly.

5.14 Forfeited Funds

5.14.1 Any unspent participant funds beyond the maximum IRS allowed annual rollover and any unclaimed benefit payments (e.g. uncashed benefit checks) are deemed forfeited, and the State shall use such funds in any manner it deems appropriate.

5.15 Additional Documents

5.15.1 Contractor shall provide the State sample documents and marketing materials for review and approval by the State prior to any distribution to Participants or posting.

5.15.2 Contractor shall provide sample administrative forms for review and approval by the State needed for Contractor to perform its duties under this Agreement.

5.15.3 Contractor shall provide the State with the information in its custody for use in the preparation of all returns and reports that are required by the Internal Revenue Service, the Department of Labor and any other federal or state agency. Contractor shall assist in the preparation of such returns and reports whenever called upon to do so by the State.

5.16 Communication

5.16.1 Contractor agrees to provide consulting services for and development of certain communication information.

5.17 Recordkeeping

5.17.1 Contractor agrees to maintain for the duration of this Agreement (and subsequent periods in compliance with applicable local, state and federal requirements) all transactions under the Agreement (to include eligibility, enrollment and claims data) and the usual and customary books, records and documents Contractor has prepared or received possession in the performance of its duties hereunder. These books, Records, and documents, including electronic records, are the property of the State, and the State has the right

of continuing access to them during normal business hours at Contractor's offices with reasonable prior notice. If this Agreement terminates, Contractor may deliver, or at the State's request, will deliver all such books, records, and documents to the State, subject to Contractor's right to retain copies of any records it deems necessary and appropriate.

5.18 Standard of Care; Erroneous Payments

5.18.1 Contractor shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If Contractor makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Contractor shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. Should the State or Contractor determine that Contractor has overpaid a claim or provided a benefit to an ineligible person for any of the Programs, due to any negligent or intentionally wrongful act, error or omission of Contractor or its employees, agents or subcontractors relative to its obligations under this Agreement, Contractor shall be responsible for paying the amount of the improper payment or overpayment to the State.

Section 6
Compliance with Privacy and Security Rules Under HIPAA
Applies to All Services, except Dependent Care FSA

6.1 Compliance with Privacy and Security Rules Under HIPAA

6.1.1 Contemporaneously with this Agreement, the State and Contractor have entered into a Business Associate Agreement pursuant to HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Section 7
General Provisions
Applies to All Services

7.1 Audits

7.1.1 The State is authorized to perform audits of the records of payment to all Participants and other data specifically related to Contractor's performance under this Agreement upon reasonable prior written notice to Contractor. Audits shall be performed during normal working hours. Audits may be performed by an agent of the State provided such agent signs an acceptable confidentiality agreement and Business Associate Agreement required by HIPAA and the HITECH Act. Contractor agrees to provide reasonable assistance and information to the auditors. Contractor also agrees to provide such additional information and reports as the State shall reasonably request.

7.2 Dispute Resolution

7.2.1 Subject to the provisions of the P-37, in the event of a dispute by either party related to this Agreement, the parties may first attempt to resolve such dispute by having the parties' appropriate representatives meet within 30 days of written notice of dispute issued by either party.

7.3 Notices and Communications

7.3.1 Notices. All notices provided for herein shall be sent by first class United States mail, with postage prepaid; addressed to the other party at their respective addresses set forth in the General Provisions of this

Agreement or such other addresses as either party may designate in writing to the other from time to time for such purposes.

7.3.2 All notices provided for herein shall be deemed given or made when received.

7.4 Transition Upon Contract Termination or Expiration

7.4.1 Should the State transition to another administrator for any of the services in this Agreement (whether resulting from a new procurement at contract expiration, contract termination or any other reason), the Contractor shall, to the greatest extent possible and reasonable, cooperate with the State in executing those actions necessary to facilitate a smooth and orderly transition to the next service provider. If deemed necessary by the State, upon approval from the Governor and Executive Council, the parties may execute any contract extension necessary to ensure there is no lapse or decline of service at the start of the subsequent contract.

The remainder of this page is intentionally left blank.

Contractor Initials: 
Date: 6/4/24

GLOSSARY

For the purposes of this Agreement, the following words and phrases have the meanings set forth below. Wherever appropriate, the singular shall include the plural and the plural shall include the singular.

- Agreement means this Administrative Services Agreement, including any appendices hereto.
- COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- "Continuation Coverage" means the coverages following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.
- "Continuation Coverage Period" means the period commencing on the date of a Qualifying Event and continuing for the maximum period specified in COBRA.
- Code means the Internal Revenue Code of 1986, as amended.
- Dependent Care FSA has the meaning given in the recitals.
- ERISA means the Employee Retirement Income Security Act of 1974, as amended.
- Effective Date has the meaning given in Section 1.
- Electronic PHI has the meaning assigned to such term under HIPAA.
- Fitness Equipment includes equipment bought new at a retail store or online that gives a cardiovascular or muscular total-body workout. Examples include treadmills, home gyms.
- Health Club Membership or dues includes fitness clubs, gym, and exercise classes like Pilates, yoga, aerobics, and online fitness subscriptions.
- Health FSA has the meaning given in the recitals.
- HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.
- HMO Health Benefit Plan Participants are State employees who are eligible and elected to participate in the State sponsored HMO (Health Maintenance Organization) Health Plan option through the State's contracted third-party administrator.
- Imputed Income is a mechanism of taxing LSA Participants for the reimbursement received in accordance with IRS regulations. The reimbursement amount is added to the Participant's taxable income in order to gross up earnings for tax purposes.
- Lifestyle Spending Account (LSA) is an employer-funded, post-tax spending account, with eligible expenses and plan details customized by the employer. An LSA promotes healthy habits and overall well-being.
- Named Fiduciary means the named fiduciary as defined in ERISA §402(a) (1).
- Participant has the meaning given in Section 4.3.4.
- Plan means the Health FSA, Dependent Care FSA or HRA, as applicable.
- Plan Administrator means the administrator as defined in ERISA §3(16)(A).

- Program has the meaning given in the recitals.
- "Qualified Beneficiary" means any individual specified in COBRA who is eligible to elect Continuation Coverage.
- "Qualifying Event" means an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA.
- Protected Health Information or PHI has the meaning assigned to such term under HIPAA.

Remainder of page intentionally left blank

**Exhibit C
PRICING AND PAYMENT TERMS**

**Section 1
General Provisions**

1.1 Definitions

Capitalized terms used in this Exhibit but not defined have the meanings given in Exhibit B of this Agreement.

1.2 Cafeteria Plan

The State has established a Code § 125 Cafeteria Plan to allow eligible employees who make a proper election to pay for their share of certain benefit plan coverage with pre-tax salary reductions.

1.3 Lifestyle Spending Account

The State has established a Lifestyle Spending Account (LSA) to allow eligible employees who submit proper documentation to be reimbursed for claims on a post-tax basis.

1.4 Price Limitation

Payments under this Agreement shall not exceed the price limitation outlined in box 1.8 of the P-37 above.

Remainder of page intentionally left blank

**Section 2
Administrative Fees**

2.1 Service Charges

As set forth in Section 5, Exhibit C below, the applicable service charges shall be as follows:

Service	Monthly Fee		
	Year 1	Year 2	Year 3
1. FSA Administration: Health Care Dependent Care	\$2.35 per participant per month \$2.35 per participant per month One fee of \$2.35 if enrolled in both accounts.	Same Same	Same Same
2. HAT HRA Administration	\$1.00 per participant per month	Same	Same
3. COBRA Administration FSA COBRA Medical and Dental COBRA	Included (Contractor retains 2% administrative fee paid by COBRA participants) \$5.00 per COBRA participant, in addition to retaining the 2% admin fee paid by COBRA participants	Same	Same
4. Debit Cards:	Initial Card: \$0.00 Addl. Card: \$0.00 Dupl. Card: \$0.00	Same	Same
5. Lifestyle Account (Eligible Participant are primary subscribers enrolled in HMO per month)	\$0.40 per eligible participant per month	Same	Same
6. Other Administrative Fees: Open Enrollment Support Enrollment Kits	Attendance at annual open enrollment event included. PDF and some print material provided for on-site fair; election confirmation letter mailed to participants included. PDF and some print material provided for	Same Same	Same Same

Communication Materials	on-site fair; full educational website included.	Same	Same
-------------------------	--------------------------------------------------	------	------

Service	Monthly Fee		
	Year 1	Year 2	Year 3
7. Other Fees 800 Number (Shared)	Shared number included.	Same	Same
Postage	Included for claim processing and correspondence, confirmation letters, account statements (does not include special mailings).	Same	Same
Printing of Forms	Claim and administrative forms provided online; some print material provided for on-site fair included.	Same	Same
Other (Specify)	N/A		

Table 2 – First Year Set-Up Fees, If Any

Service	Set-Up Fees (Year 1 Only)
1. Initial Set-up Charge	\$0.00
2. Development of Communication Materials	\$0.00
3. Print/Mail Costs	Print/mail costs for special requests not related to claims processing.
Total Set-up Fees	Estimated \$0.00.

Table 3 – Fees and Services

List of services included in fees
<p>Following is an overview of services, excluding the optional services:</p> <ul style="list-style-type: none"> - Health Care and Dependent Care Flexible Spending Accounts - Lifestyle Spending Accounts - Health Reimbursement Arrangements - COBRA administration for medical, dental and Health FSA. - Rapid claim processing within one to three business days - Payment by check or direct deposit to bank account - Cost of claim correspondence included (claim letters, confirmation letters, account statements) - Account statements available 24/7 online and via mobile app - Account statement included with each reimbursement - Live help, superior service with quick and easy access to customer service representatives

Contractor Initials: *JAN*
Date: *8/14/24*

- Extended service hours 8 a.m. – 8 p.m. ET weekdays; 10 a.m. – 2 pm. ET on Saturday (Excludes Holidays)
- Email and Text Alerts of account activity
- ASIFlex Mobile Application to file claims and access account statements
- ASIFlex Card for health accounts
- Online claim filing, carrier interfaces, faxed or mailed claims
- Full-service educational website for plan participants
- Participant portal
- Employer portal with regularly posted management reports, on-demand reporting, secure email and file transfer, access to participant account information
- Compliance assistance with Plan Documents/summary descriptions, non-discrimination testing, regulatory updates, etc:
- Attendance at annual open enrollment benefit fair
- PDF of Employee communication material, online video library, assistance with WebEx or on-site meetings; some print material provided for on-site benefit fair
- Easy and optional online enrollment services
- Enrollment Confirmation Letter sent to enrollees at open enrollment; and to mid-year enrollees

Any special fees, charges or expenses of any kind not included in fees
In the event the State requests special mailings for open enrollment or other employee communications, print and mail costs would be passed through to the State.
List of services not included in fees, along with associated fees
Print/mail costs for special mailings.

**Section 3
Performance Guarantees**

3.1 Performance Guarantees

3.1.1 Implementation: COBRA, Flexible Spending and Lifestyle Spending Administration. An Implementation plan will be developed by Contractor and contain tasks to be completed by the State and/or Contractor and include a timeframe for completion of each task. 100% of tasks will be completed by the specified timeframe as agreed to by the parties. Measurement of this Guarantee is conditioned upon the State’s completion of all designated tasks by the dates specified in the implementation plan. Penalty for non-conformance is a one-time penalty of 5% of fees.

3.1.2 Implementation: Renewal. Renewal Kickoff Meeting will be scheduled no later than September 15th of each year to review renewal plan and timeline to include all necessary components of renewal, including but not limited to plan document review, COBRA renewal and Open Enrollment, Flexible Spending election and rollover maximums. Renewal plan will be developed by Contractor and contain tasks to be completed by the State and/or Contractor and include a timeframe for completion of each task. Measurement of this Guarantee is conditioned upon the State’s completion of all designated tasks by the dates specified in the implementation plan. Penalty for non-conformance is 2% of fees.

3.1.3 Customer Service: Call Answer Time. Average speed of answer by a live customer service representative will be 15 seconds or less during regular business hours. Penalty for non-conformance is 1% of the applicable

Contractor Initials: *[Signature]*
Date: *8/14/24*

administrative fees in the month that the violation occurs.

3.1.4 Claims Processing: Claims Turnaround. 98% of claims received to be processed and paid within 3 business days of receipt. Penalty for nonconformance is 1% of the applicable administrative fees in the month that the violation occurs.

3.1.5 Claims Processing: Claims Accuracy. Claims to be processed at a minimum 98% accuracy rate. Penalty for non-conformance is 1% of the applicable administrative fees in the month that the violation occurs.

3.1.6 COBRA Administration: File Processing from State. Electronic files containing Qualified Beneficiary and New Hire detail will be processed within 2 business days once the file is made available by the State. Confirmation of file receipt and processing will be provided to the State in a mutually agreed upon format. Penalty for nonconformance is \$500 per file not loaded within 2 business days.

3.1.7 COBRA Administration: File Processing to Vendors. Electronic files containing elections and enrollment changes will be provided to appropriate benefit vendors on a weekly basis. Penalty for nonconformance is 1% of the applicable administrative fees in the month that the violation occurs.

3.1.8 COBRA Administration: Financial Reporting. Contractor will ensure enrollment report and financial remittance reports are available within two (2) business days of remittance payment. Penalty for nonconformance is 1% of the applicable administrative fees in the month that the violation occurs.

3.2 Performance Reporting

3.2.1 Contractor will provide reports that show actual performance and service levels. Results for the Performance Guarantees shall be measured and scored monthly and reported and reconciled by Contractor within thirty (30) calendar days following the end of each calendar quarter beginning on 5/1/2025 for the three (3) months passed since the start of the Agreement.

Section 4 Funding Responsibility and Payment of Benefits Applies to All Services

4.1 Funding of Benefits

4.1.1 Funding for any payment on behalf of the Participants under the Program, including but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of the State, and the State agrees to accept liability for and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses if such expenses are incurred and the claim is presented for payment during the terms of this Agreement. Such funding shall be provided to Contractor in any way the State deems appropriate. Funding under this Agreement is subject to Legislative approval.

4.2 Payment of Benefits

4.2.1 The State authorizes Contractor to pay Program benefits by ACH debits, checks written or other draft payment on a bank account established and maintained in the name of the State for the payment of Program benefits. The State shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section.

4.2.2 Contractor shall have authority to provide whatever notifications, instructions, or directions are necessary to accomplish the disbursement of such Program funds to, or on behalf of, Participants in payment of approved claims. The parties shall make changes to payment of benefits as required by the State banking requirements.

4.2.3 Provide claims paid detail on regularly scheduled basis, per agreement with the State. In addition, vendor must send paid claims detail for each ACH pull either on a daily basis or within 24 hours of the ACH pull, as backup.

4.3 Custodial Account

4.3.1 In the event Contractor operates a custodial account for the State, the State agrees that:

- Neither it nor any of its employees, directors, representatives, fiduciaries, or employee benefits plans (or any entity performing services for the State or the Program) nor any of its predecessors, successors, or assigns have represented, or will represent to any Participant or beneficiary of the Program, that a separate account, fund, or trust is being held on behalf of the Program that may be used to provide or secure benefits under the plan; and
- The State shall advise the Participants and beneficiaries of the Program that the benefits under the Program shall at all times be paid out of the general assets of the State.

4.3.2 The State understands and agrees that any account maintained by Contractor for the purpose of holding funds from the State or covered individual to pay benefit claims and/or Program premiums will be a custodial account maintained by Contractor on behalf of its employer clients, and that any amounts attributable to the State will be accounted for separately in a notational sub-account that is fully protected by the Federal Deposit Insurance Corporation and is subject to the State's general creditors. Contractor will have no rights with respect to such funds maintained in the State's custodial account except as set forth herein and all funds in such account shall be used only as set forth herein.

4.4.3 Contractor shall report to the State on account balances and reconciliations as required.

Section 5 Service Charges Applies to All Services

5.1 Billing of Service Charges

5.1.1 All service charges of Contractor, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by the State of the respective amounts paid for claims and for administrative expenses.

5.2 Payment of Service Charges

5.2.1 Contractor shall submit monthly invoices for service charges to the State (c/o the Division of Risk and Benefits) on the last day of each month setting forth the applicable monthly fee for the services provided in one (1) invoice. The invoice shall include the type of service, total participants, per participant per month fee, and the total fee amount.

5.2.3 Contractor will determine the service charges under this Section, based on the appropriate number of

applicable employees, participants and/or LSA claims. The State shall make payment to Contractor within 30 calendar days of receipt of notice of the amount due. The State reserves the right to request applicable detail supporting invoiced service charges.

Remainder of page intentionally left blank

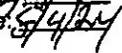
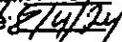
Contractor Initials: 
Date: 

EXHIBIT D
INCORPORATION OF CONTRACTOR RFP RESPONSE(S) AND ATTACHMENTS

State of New Hampshire Request For Proposal (RFP) for Flexible Spending Accounts (FSA), Health Reimbursement Arrangements (HRA), and Lifestyle Accounts (LSA) Administration Services, #2895-24, dated March 26, 2024, to include all addenda, and Application Software Inc., dba ASI Flex's response thereto, dated April 25, 2024, is incorporated herein by reference. In the event there is a conflict between this Agreement and the RFP response, the term more favorable to the State shall control.

Remainder of page intentionally left blank

Contractor Initials: 
Date: 

APPENDICES

Contractor Initial: 
Date: 

Appendix A

REQUIRED PROTECTION OF CONFIDENTIAL INFORMATION AND DATA 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.

3. Controls. Contractor shall, and 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.

4. 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 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.
5. **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.
6. **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 \$5 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.
7. **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.

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

Remainder of page intentionally left blank

Appendix B

BUSINESS ASSOCIATE AGREEMENT

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

1. Definitions

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

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

- a. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or as required by law.
- b. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- c. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) an agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- e. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- f. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner agreed upon by Business Associate and Covered Entity. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.

- g. Business Associate shall not, unless such disclosure is reasonably necessary to provide services outlined in the Agreement, disclose any PHI in response to a request for disclosure on the basis it is required by law without first notifying Covered Entity. In the event Covered Entity objects to the disclosure it shall seek the appropriate relief and the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- h. Covered Entity may from time to time agree, pursuant to 45 CFR 164.522, to be bound by additional restrictions over and above those uses, disclosures and security safeguards of PHI outlined in the HIPAA Rules. Covered Entity shall notify Business Associate, in writing, of any such agreements. Business Associate agrees to be bound by any such additional restrictions.

3. Obligations and Activities of Business Associate

- a. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- b. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving PHI, ePHI, or Unsecured PHI as required by 45 CFR 164.410.
- c. Business Associate shall report a breach or a potential breach to Covered Entity upon discovery of any such incident. Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media. Should it be necessary to notify the media of any such breach, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported to the media.
- d. Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure, as evidenced in writing, that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, including the duty to return or destroy PHI. Covered Entity shall be considered a direct third-party beneficiary of Business Associate's corresponding business associate agreements with any of its contracted business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates.
- e. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- f. Business Associate shall make available all of its internal practices, policies and procedures, books and records to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Rules.
- g. Within five (5) business days of receiving a written request from Covered Entity, Business Associate shall make available to the Covered Entity during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI for the purpose of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- h. Individual Rights and PHI Access
 - i. Business Associate shall respond to an individual's request for access to his or her PHI as part of Business Associate's normal customer service function if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with regard to PHI that Business Associate and/or its subcontractors

maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals to invoke a right of access under the HIPAA Privacy Regulation by performing the following functions:
 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), any PHI about the individual created or received for or from Covered Entity in Business Associate's custody or control (and/or the custody or control of its subcontractors), for inspection and obtaining copies so that Covered Entity may meet its access obligations under 45 CFR 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where required by the HITECH Act.

i. Amendment

- i. Business Associate shall respond to an individual's request to amend his or her PHI as part of Business Associate's normal customer service functions if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend under the HIPAA Privacy Regulation by performing the following functions:
 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall amend any portion of the PHI created or received for or from Covered Entity in Business Associate's custody or control (and/or the custody or control of its subcontractors), so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

j. Disclosure Accounting

- i. Business Associate shall respond to an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function if the request is communicated to the Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to a request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164.528:

iii. Disclosure Tracking

1. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under Section II.C.2.b.
2. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164.502(a)(2)(ii) or §164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.
3. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

iv. Exceptions from Disclosure Tracking

1. Business Associate shall not be required to record Disclosure Information or otherwise account for disclosures of individuals' PHI (a) for Treatment, Payment or Health Care Operations, (except where required by the HITECH Act, as of the effective dates of such requirements) (b) to the individual who is the subject of the PHI, to that Individual's personal representative, or to another person or entity authorized by the individual (c) to persons involved in that Individual's health care or payment for health care as provided by 45 Code of Federal Regulations § 164.510, (d) for notification for disaster relief purposes as provided by 45 Code of Federal Regulations § 164.510, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates, (g) that are incident to a use or disclosure that is permitted by this Agreement or the ASO Agreement, (h) as part of a limited data set in accordance with 45 CFR 164.514(e), or (i) that occurred prior to Covered Entity's compliance date.

v. Disclosure Tracking Time Periods

1. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 3.J.iii.2 above for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information.

k. Provision of Disclosure Accounting

- i. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), the Disclosure Information regarding the Individual, so Covered Entity may meet its disclosure accounting obligations under 45 CFR 164.528 and the HITECH Act.

l. Confidential Communications

- i. Business Associate shall respond to an individual's request for a confidential communication as part of Business Associate's normal customer service function if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation. If an individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's subcontractors, Business Associate shall refer individual to Covered Entity. Business Associate assumes no obligation to coordinate any request for a confidential communication of PHI maintained by other business associates of Covered Entity.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests to it by individuals (or their personal representatives) to invoke a right of confidential communication under the HIPAA Privacy Regulation by performing the following functions:
 - 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will begin to send all communications of PHI directed to the individual to the identified alternate address so that Covered Entity may meet its access obligations under 45 CFR 164.524.

m. Restrictions

- i. Business Associate shall respond to an individual's request for a restriction as part of Business Associate's normal customer service function if the request is communicated to Business Associate directly by the individual (or the individual's personal representative). Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall promptly, upon receipt of notice from Covered Entity, restrict the use or disclosure of individuals' PHI, provided the Business Associate has agreed to such a restriction. Covered Entity agrees that it will not commit Business Associate to any restriction on the use or disclosure of individuals' PHI for treatment, payment or health care operations without Business Associate's prior written approval.

4. Obligations of Covered Entity

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

5. Term and Termination

- a. The term of this Business Associate Agreement shall be consistent with the underlying Agreement.
- b. The Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of this Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
 - v. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HIPAA Rules as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- e. **Segregation.** If any term or condition of this 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, and the return or destruction of PHI, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

The State of New Hampshire Employee
and Retiree Health Benefit Program

Catherine A. Keane

Signature of Authorized Representative

Catherine A Keane

Name of Authorized Representative

Deputy Commissioner, DAS

Title of Authorized Representative

8/15/24
Date

APPLICATION SOFTWARE, INC.
Contractor

[Signature]
Signature of Authorized Representative

JOAN M. RIDDICK

Name of Authorized Representative

President
Title of Authorized Representative

8/4/2024
Date

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 APPLICATION SOFTWARE, INC. is a Missouri Profit Corporation registered to transact business in New Hampshire on November 18, 2005. 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: 547573

Certificate Number: 0006747665



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, John Wright _____, hereby certify that I am duly elected Clerk/Secretary **Officer** of
(Name)
Application Software, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on August 14 , 20 24 ,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That John M. Riddick, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Application Software, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

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 to which this certificate is attached. This authority
extends to contract to which this certificate is attached and **remains valid for thirty (30)** days
from the date of this Corporate Resolution. 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 14, 2024

ATTEST:

John Wright, Director
(Name & Title)



APPLSOF-01

LFRANKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2024

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 TIG Advisors 200 E. Southampton Dr. Columbia, MO 65203	CONTACT NAME: Lisa Franke	
	PHONE (A/C, No, Ext): (573) 875-4800 FAX (A/C, No): (573) 875-4514 EMAIL ADDRESS: lfranke@tigadvisors.com	
INSURED Application Software, Inc. ASI Cobra, LLC PO Box 6044 Columbia, MO 65205	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CINCINNATI INSURANCE COMPANY	10677
	INSURER B: Travelers Property Casualty Co. of America	25674
	INSURER C: Ace American Insurance Company	22667
	INSURER D: Scottsdale Indemnity Company	15580
	INSURER E:	

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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EPP 0134715	1/1/2022	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0134715	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0134715	1/1/2022	1/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Follows GL/LA
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB-1K62525-8-24	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liab			D98327848	1/1/2024	1/1/2025	Occurrence/Aggregate \$ 5,000,000
D	Professional Liab			EK13508138	1/1/2024	1/1/2025	Occurrence/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability coverage only goes over General Liability and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept. of Admin Services 25 Capitol Street, Rm 412 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Richard Miller</i>
-----------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------