



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

August 29, 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 amend the contract with ReliaStar Life Insurance Company dba Voya Life (VC# 848475) of S. Minneapolis, MN, in an amount not to exceed \$282,446.13, increasing the total contract amount from \$549,918.51 to \$832,364.64, and to extend the end date from December 31, 2024 to December 31, 2026, for the purpose of providing employer-paid term life insurance to full-time employees. This amendment is effective, upon Governor and Council approval for a two year period, effective January 1, 2025, through December 31, 2026. **Approximately 34% General Funds, 17% Federal Funds, 3% Enterprise Funds, 10% Highway Funds, 1% Turnpike Funds and 35% Other Funds.**

Payments for this coverage will be made from the authorized and anticipated appropriation for life insurance benefits (Class 60 - account 500603) in each agency for its employees.

### EXPLANATION

This Agreement provides for the employer-paid term life insurance provided to full-time employees. The original Agreement was approved by Governor and Council on September 23, 2020, item #85, for a term of four years effective January 1, 2021, through December 31, 2024, with a guaranteed rate option to extend for an additional two-years.

Current collective bargaining agreements require the State to provide state paid term life insurance coverage in the amount of \$50,000 for full-time state employees as well as maintain a supplemental employee paid plan option which provides benefits in increments of one, two, three, or four times the employee's salary. Other employee paid life insurance plan options are available for spouse and dependent life insurance coverage.

On July 8, 2020, DAS issued a Request for Proposal (RFP) for group life insurance coverage. The RFP requested pricing on the current plan requirements. Fifteen (15) life insurance companies were invited to participate in this RFP, with six (6) proposals received. The financial (quantitative) and technical (qualitative) components of the proposals were evaluated based on a scoring structure which provided more weight to the state-paid Basic Life portion of the life insurance program. Bids 25% greater than the lowest bidder for the state-paid Basic Life benefit premium were excluded from further consideration. As a result, there were three (3) bids remaining for final consideration. ReliaStar Life Insurance Company (Voya) offered the most competitive bid for the group life insurance benefit program.

ReliaStar's bid for the state-paid Basic Life insurance benefit resulted in a 28.6% annual projected savings totaling \$194,420 over the four-year contract period as well as also providing savings totaling approximately 10.1% over the contract period for participants in the employee paid supplemental life insurance benefits. Through further negotiations, enhanced services were added under the contract at no cost to the State, including online evidence of insurability (EOI) services and streamlined distribution of conversion and portability notices. Additionally, since the State's incurred loss ratio for all plans after 36 months was less than 90% as of February 2024, ReliaStar guaranteed the rates for an additional two years, through to December 31, 2026.

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner  
Administrative Services

**FIRST AMENDMENT TO FULLY INSURED EMPLOYEE  
GROUP LIFE INSURANCE AGREEMENT BETWEEN THE STATE OF NEW HAMPSHIRE  
AND RELIASTAR LIFE INSURANCE COMPANY**

This Amendment to the Fully Insured Employee Group Life Insurance Agreement ("Agreement") approved by the Governor and Executive Council on September 23, 2020, item #85, is entered into by and between ReliaStar Life Insurance Company ("Contractor"), and the State of New Hampshire ("State"), collectively referred to as the "Parties".

**RECITALS**

WHEREAS, the Parties previously entered into the Agreement setting forth the terms and conditions under which Contractor would provide a fully insured employee life insurance plan to the State; and

WHEREAS, pursuant to Exhibit B, Item II - Contract Term provides that the Agreement may be renewed for up to two years subject to the approval of the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, pursuant to Section 17 of the P-37 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the Parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement, and set forth herein, the Parties do hereby agree as follows:

**TERMS OF AMENDMENT**

**Section 1.7 of the P-37.**

Amend Section 1.7 of the P-37 by changing the completion date to December 31, 2026.

**Section 1.8 of the P-37.**

Amend Section 1.8 of the P-37 by changing the Price Limitation to \$832,364.64.

**Exhibit B: Scope of Services**

**Section 2 – Contract Term**

Amend Section 2 Contract Term by adding the following:

The term of the Amendment shall be the period commencing on the January 1, 2025, and ending December 31, 2026, subject to the approval of the Governor and Executive Council.

Contractor Initials: CWE  
Date: 7/2/2024

**Exhibit C: Price & Method of Payment**

**Replace Section IV - Performance Guarantees in its entirety with the following:**

The revised Performance Guarantees described below will be effective January 1, 2025, and continue through the duration of the contract. Contractor agrees to place 2% of the annual premium at risk against achieving the following performance measures, all of which will be averaged and monitored annually.

<b>Guarantee</b>	<b>Description</b>	<b>Weight</b>
Electronic Interface Files	Contractor must collect, and process all electronic files received through SONH FTP site and confirm successful upload or provide discrepancy report within 2 business days of receipt.	20%
Timeliness of Call Center Telephone Pickup	Contractor callcenter shall pick up 95% of calls received within 20 seconds.	20%
Claims Processing - Timeliness of Claims Decisions (pay/pend/deny)	98% of claims shall be processed within 3 business days of receipt of all requested information	20%
Ad-hoc Reporting	All ad-hoc reports shall be delivered within seven (7) days unless otherwise mutually agreed upon	20%
Annual Reports	All annual reports shall be delivered within thirty (30) days following the end of the calendar year	20%

It is agreed that Performance Guarantees (PFGs) will be monitored periodically throughout the calendar year. However, a final evaluation and reconciliation of PFGs will be completed annually within 60 days after the end of the calendar year. If applicable, any PFG payment (credit) due to the State will be equal to the sum of the weights of those categories identified as falling below the agreed upon performance metric, multiplied by the agreed upon percentage of total annual premium. Only one credit will be made at the end of each calendar year. Credit amounts will be applied against the total premiums due on the next monthly invoice or returned by check if no future invoices will be due. Upon termination, any remaining credit amounts will become due and payable within 30 days.

To the extent that one or more Policies are maintained as part of an ERISA plan, Contractor will transmit associated credit amounts to the plan administrator for disposition at its discretion. To the extent that one or more of the Policies are not maintained as part of an ERISA plan, Contractor will transmit

Contractor Initials: CWE  
Date: 7/2/2024

associated credit amounts to the State for disposition at its discretion.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment #1.

THE STATE OF NEW HAMPSHIRE  
EMPLOYEE LIFE INSURANCE PROGRAM

RELIASTAR LIFE INSURANCE COMPANY

*Charles Arlinghaus*

*Chelli Esser*

Signature of Authorized Representative

Signature of Authorized Representative

Charles Arlinghaus

Chelli Esser

Name of Authorized Representative

Name of Authorized Representative

Commissioner

Vice President, Underwriting

Title of Authorized Representative

Title of Authorized Representative

7-31-24

July 2, 2024

Date

Date

**Approval by the Attorney General (Form, Substance and Execution)**

*Christen Lavers*

*Christen Lavers, Assistant AG*

Department of Justice

Name and Title of DOJ Signatory

September 3, 2024

Date

Approved by the Governor and Executive Council of the State of New on the \_\_\_ day of \_\_\_\_\_,  
2023, Item # \_\_\_\_.

\_\_\_\_\_  
Office of the Secretary of State

\_\_\_\_\_  
Name and Title of SOS Signatory

Contractor Initials: CWE

Date: 7/2/2024

**State of New Hampshire**  
**Department of State**

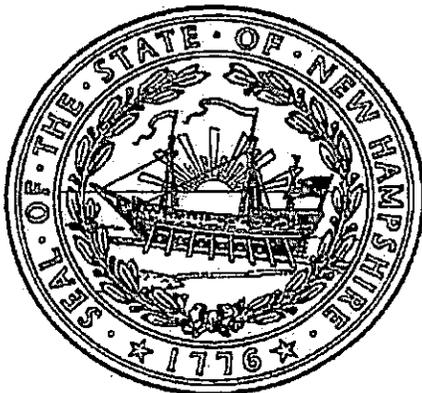
CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify RELIASTAR LIFE INSURANCE COMPANY is a Minnesota corporation registered on August 17, 2020. I further certify that articles of dissolution have not been filed with this office.

INFORMATION REGARDING ANNUAL REPORTS AND/OR FEES MUST BE OBTAINED FROM THE NEW HAMPSHIRE INSURANCE DEPARTMENT.

Business ID: 848475

Certificate Number: 0006709471



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of June 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, Melissa O'Donnell, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
ReliaStar Life Insurance Company. 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 December 19, 2023,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Chelli Wilson-Tigerman Esser, Assistant Secretary  
*(Name and Title)*

(may list more than one person) is duly authorized to enter into contracts or agreements on  
behalf of

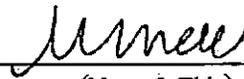
ReliaStar Life Insurance Company with the State of New Hampshire and any of  
*(Name of Corporation)*

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  
**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 15, 2024

**ATTEST:**



*(Name & Title)*

Melissa O'Donnell, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/05/2024

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>E-MAIL:</b> certificates@wtwco.com <b>ADDRESS:</b>	<b>FAX (A/C No.):</b> 1-888-467-2378													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Insurance Company of P</td> <td>19445</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Insurance Company of the State of Pennsylv</td> <td>19429</td> </tr> <tr> <td>INSURER D: AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER E: National Fire &amp; Marine Insurance Company</td> <td>20079</td> </tr> <tr> <td>INSURER F: Allianz Global Risks US Insurance Company</td> <td>35300</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: Continental Insurance Company	35289	INSURER C: Insurance Company of the State of Pennsylv	19429	INSURER D: AIG Specialty Insurance Company	26883	INSURER E: National Fire & Marine Insurance Company	20079	INSURER F: Allianz Global Risks US Insurance Company
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**INSURED**  
 ReliaStar Life Insurance Co  
 230 Park Ave. 14th Floor  
 New York, NY 10169

**COVERAGES**                      **CERTIFICATE NUMBER:** W34430828                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	1947084	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL 1811835	05/30/2024	05/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7092382386	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	N/A	WC 086672284	05/30/2024	05/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Network Security & Privacy Liab.			05-910-73-58	05/02/2024	05/02/2025	See Attached In excess of \$50,000,000 each claim & aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 State of New Hampshire is included as Additional Insured as respects to General Liability.  
 SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Division of Risk & Benefits 25 Capitol Street, Room 412 Concord, NH 03301	<b>CANCELLATION</b>  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>Patricia A. Fony</i>

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> Reliastar Life Insurance Co 230 Park Ave. 14th Floor New York, NY 10169	
<b>POLICY NUMBER</b> See Page 1			
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	

**ADDITIONAL REMARKS**

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

**INSURER AFFORDING COVERAGE:** National Fire & Marine Insurance Company **NAIC#:** 20079  
**POLICY NUMBER:** 42-EPP-302483-09 **EFF DATE:** 05/02/2024 **EXP DATE:** 05/02/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Network Security & Privacy Liability	Limit:	\$10,000,000 each claim & aggregate
	Retention:	\$10,000,000

**INSURER AFFORDING COVERAGE:** Allianz Global Risks US Insurance Company **NAIC#:** 35300  
**POLICY NUMBER:** USF05395324 **EFF DATE:** 05/02/2024 **EXP DATE:** 05/02/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Network Security & Privacy Liability	Limit:	\$10,000,000 each claim & aggregate
	Retention:	\$10,000,000

**INSURER AFFORDING COVERAGE:** Associated Industries Insurance Company Inc **NAIC#:** 23140  
**POLICY NUMBER:** AES1199955 03 **EFF DATE:** 05/02/2024 **EXP DATE:** 05/02/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Network Security & Privacy Liability	Limit:	\$10,000,000 each claim & aggregate
	Retention:	\$10,000,000

**INSURER AFFORDING COVERAGE:** Scottsdale Insurance Company **NAIC#:** 41297  
**POLICY NUMBER:** XMS2409484 **EFF DATE:** 05/02/2024 **EXP DATE:** 05/02/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Network Security & Privacy Liability	Limit:	\$10,000,000 each claim & aggregate
	Retention:	\$10,000,000



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

September 1, 2020

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

## REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk & Benefits, to enter into a contract with ReliaStar Life Insurance Company (Voya), (VC# 848475) of S. Minneapolis, MN, in an amount not to exceed \$549,918.51 for the state-paid life insurance provided to full-time employees. This contract is effective upon Governor and Council approval for a four (4) year period, from January 1, 2021 through December 31, 2024, with an option to extend for up to two additional years, subject to Governor and Executive Council approval. **Approximately 42% General Funds, 17% Federal Funds, 4% Enterprise Funds, 14% Highway Funds, 1% Turnpike Funds and 22% Other Funds.**

Payment for this coverage is contingent upon the authorized and anticipated appropriation for life insurance benefits (Class 60 - account 500603) in each agency for its employees.

## EXPLANATION

Pursuant to RSA 21-I:28, the Commissioner of the Department Administrative Services (DAS) is authorized to enter into group life insurance contracts "with an insurance company licensed to do business in the state of New Hampshire" and "...comply with the terms of the collective bargaining agreement." The contract with ReliaStar Life Insurance Company (Voya) provides DAS with the services required to provide state-paid group term life insurance coverage in the amount of \$50,000 for approximately 10,000 full-time state employees, as well as optional employee-paid supplemental life insurance with benefits available in

increments of one, two, three, or four times the employee's annual salary as well as other options for spouse and dependent life insurance coverage.

The current contract with Anthem Life Insurance Company (Anthem Life) is set to expire on December 31, 2020. On July 8, 2020, DAS, through its broker HUB International New England, LLC (WBS/HUB) (broker services contract approved by G&C on December 18, 2019, item #201) of Manchester, NH, issued a Request for Proposal (RFP) for group life insurance coverage. The RFP requested pricing on the current plan requirements. Fifteen (15) life insurance companies were invited by WBS to participate in this RFP.

WBS/HUB received six (6) proposals, all of which were conforming proposals. The financial (quantitative) and technical (qualitative) components of the proposals were evaluated based on a scoring structure which provided more weight to the state-paid Basic Life portion of the life insurance program. Bids 25% greater than the lowest bidder for the state-paid Basic Life benefit premium were excluded from further consideration. As a result, there were three (3) bids remaining for final consideration. ReliaStar Life Insurance Company (Voya), offered the most competitive bid for the group life insurance benefit program.

ReliaStar's bid for the state-paid Basic Life insurance benefit results in 28.6% annual projected savings totaling \$194,420 over the next four (4) years of the contract. ReliaStar's bid also provides savings for participants in the employee-paid supplemental life insurance benefit totaling approximately 10.1% over the next four (4) years of the contract. Through further negotiations additional services were added at no cost to the State including online evidence of insurability (EOI) services, distribution of conversion and portability notices and improved rate guarantees.

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

Respectfully submitted,



Joseph B. Bouchard  
Assistant Commissioner



8/12/2020

	Anthem	Symetra	VOYA a ReliaStar Life Insurance Company
<b>A: Your Firm (5 Points)</b>	5	4.5	4.7
<b>B: Implementation &amp; Enrollment (5 Points)</b>	4.9	4.8	4.9
<b>C: Life Claim Administration (10 Points)</b>	9.9	9.9	9.7
<b>D: Account Management (5 Points)</b>	5	4.6	5
<b>E: Reports (5 Points)</b>	5	5	5
<b>F: Communication &amp; Training (5 Points)</b>	5	5	5
<b>G: Performance Guarantee (10 Points)</b>	10	9.9	10
<b>H: Plan Design (5 Points)</b>	5	4.7	5
<b>TOTAL QUALITATIVE SCORE</b>	<b>49.8</b>	<b>49.9</b>	<b>49.3</b>
<b>J. Current and Optional Plan Rates: Basic &amp; Optional life &amp; AD&amp;D/ Financials (50 points)</b>			
<b>Employer Paid (20 Points)</b>	0	0	20
<b>Employee Paid (15 Points)</b>	4	5	15
<b>Employer and Employee Paid (15 Points)</b>	3	3	15
<b>TOTAL QUANTITATIVE SCORE</b>	<b>7</b>	<b>8</b>	<b>50</b>
<b>TOTAL COMBINED SCORE</b>	<b>56.8</b>	<b>57.9</b>	<b>99.3</b>

Note: The following bidders were removed from consideration because their premium for the employer paid coverage was more than 25% above the lowest cost offering:

- Met Life
- The Standard
- Sun Life

Contract Award Scoring Rules per the RFP. Employer Cost: The lowest cost proposal will receive 20 points. Others will be scored on a sliding scale with a one point reduction for every one percentage point it is higher than the lowest cost proposal. Any bidder more than 25% above the lowest bidder will be excluded from further consideration

**FULLY INSURED EMPLOYEE GROUP LIFE INSURANCE AGREEMENT  
BETWEEN THE STATE OF NEW HAMPSHIRE AND  
RELIASTAR LIFE INSURANCE COMPANY**

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**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:**

<b>1.1 State Agency Name</b> Department of Administrative Services		<b>1.2 State Agency Address</b> State House Annex Building, Room 412 25 Capitol Street Concord, NH 03301	
<b>1.3 Contractor Name</b> ReliStar Life Insurance Company		<b>1.4 Contractor Address</b> 20 Washington Street S. Minneapolis, MN 55401	
<b>1.5 Contractor Phone Number</b> (781) 796-9708 (Joy Holman)	<b>1.6 Account Number</b> 060-500-603	<b>1.7 Completion Date</b> 12/31/2024	<b>1.8 Price Limitation</b> \$549,918.51
<b>1.9 Contracting Officer for State Agency</b> Joyce I. Pitman, Director Risk Benefits		<b>1.10 State Agency Telephone Number</b> (603) 271-3180	
<b>1.11 Contractor Signature</b>  Date: 8/20/20		<b>1.12 Name and Title of Contractor Signatory</b> Amy Hall, Vice President	
<b>1.13 State Agency Signature</b>  Date: 9/8/20		<b>1.14 Name and Title of State Agency Signatory</b> Joseph Buckard, Assistant Comptroller	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: /s/ Christen Lavers On: 9/8/20			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number:  <b>DEPUTY SECRETARY OF STATE</b>			

SEP 23 2020

**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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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** The payment by the State of the contract price shall be the

only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

**5.3** The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

**5.4** Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

**6.1** In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

**6.3** 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL**

**7.1** The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**7.2** Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer (identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are

Contractor Initials AAH  
Date 5/20/20

for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

**23. SEVERABILITY.** In the event any of the provisions of this

Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

The State and Contractor agree to the following modifications, deletions and additions to the general provisions (Form P-37) in this Agreement between the State and Contractor for the group Medicare Advantage PPO plan:

1. Amend Section 3 EFFECTIVE DATE/COMPLETION OF SERVICES by adding the following subsection:  
3.3 Notwithstanding subsection 3.1 above and any language in this Agreement to the contrary, the insurance coverage issued under the Group Policy (attached hereto as Appendix C), and accompanying Certificate of Coverage (attached hereto as Appendix B), and Contractor's obligations thereunder, shall commence on the effective date of the Group Application (attached hereto as Appendix A).
2. Amend Section 10 DATA/ACCESS/CONFIDENTIALITY/PRESERVATION by replacing sections 10.2 and 10.3 as follows:  
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. Notwithstanding the foregoing, Contractor may retain such copies of data that have become part of its business records to the extent required by applicable law or regulation.  
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State, however, Contractor is authorized to disclose data in support of Contractor's legal and regulatory compliance activities in the ordinary course, including in response to requests by auditors, examiners, and regulators, without notifying the State or affording the State an opportunity to object to such disclosure.
3. Amend Section 12 ASSIGNMENT/DELEGATION/SUBCONTRACTS by replacing sections 12.1 and 12.2 as follows and by adding subsections 12.3 and 12.4:  
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment. For purposes of this paragraph, 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. Should such assignment, transfer, or Change of Control occur, the State may terminate the contract without liability.  
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.  
12.3 A list of current subcontractors is attached as Appendix D. Such list shall be considered the State's written consent as to those subcontractors.  
12.4 Contractor shall remain primarily liable for the performance of all subcontracted obligations and Contractor shall promptly pay for all services, materials, equipment and labor used by any subcontractor.
4. Amend Section 19 CONFLICTING TERMS by replacing the existing language with the following:  
In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control. Notwithstanding the foregoing, the terms of the Certificate of Coverage (attached hereto as Appendix B) and the Group Policy (attached hereto as Appendix C) will control, consistent with applicable law and regulation, as it relates to the terms of the insurance coverage.

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Contractor Initials AH  
Date 5/20/20

**EXHIBIT B  
SCOPE OF SERVICES**

**I. PURPOSE**

The State of New Hampshire, Department of Administrative Services, Division of Risk and Benefits (hereafter referred to as "State") is contracting with ReliaStar Life Insurance Company (hereafter referred to as the "Contractor"), to provide group term life insurance benefit for the State's eligible employees on an employer paid basis as well as options for additional voluntary life insurance benefits purchased at the employee's expense (collectively the "Policy" or "Policies") in accordance with the specifications described herein. For purposes of this Agreement, the Group Life Insurance Policy or Policies provided under this Agreement shall be referred to as the "Plan").

**II. CONTRACT TERM**

This Agreement shall become effective upon Governor and Executive Council approval. The term of this Agreement begin on January 1, 2021 or, if later, upon Governor and Executive Council approval and shall end on December 31, 2024. Additionally, if the incurred loss ratio after 36 months is 90% or less as of February 2024, the Contractor will provide an additional two (2) year rate guarantee for calendar years 2025 and 2026. The State may then exercise a two-year extension at its sole discretion, subject to Governor and Executive Council approval.

For purposes of this Section "incurred loss ratio" will be determined by the following (example for illustrative purposes only):

1. Sum of paid claims	\$0.00
2. Pending claims	\$0.00
3. Interest paid	\$0.00
4. Conversion charges	\$0.00
5. Change in reserves for waiver of premium	\$0.00
6. Change in reserves for incurred but not reported claims	\$0.00
7. Total Premium	\$0.00

Incurred Loss Ratio equals: Sum of #1-#6, divided by #7

While implementation activities may commence immediately upon Governor and Executive Council approval, payments under this agreement shall not commence prior to January 1, 2021.

**III. SPECIFICATIONS FOR COVERAGE OF GROUP TERM LIFE INSURANCE (STATE PAID)**

**A. Group Term Life Insurance:**

Coverage is required in accordance with the following:

Basic term life benefits in the amount of \$50,000 for eligible employees. Eligible employees

are defined in Part III, B. below.

EMPLOYEE BASIC LIFE INSURANCE		
Employee Basic Life Only (State Paid Plan: Eligible Employees Are Automatically Enrolled)	\$50,000	No Reductions.
Employee Basic Life Insurance Coverage terminates upon non-disability retirement, separation of employment or transfer to non-benefits eligible status.		

**B. Eligibility and Enrollment Conditions and Stipulations:**

The Contractor agrees to provide continuity of coverage for those employees enrolled in the existing life insurance policy. These employees shall be immediately eligible for the employer-paid basic life and any voluntary life plan they maintained. If an employee is absent from work due to sickness or injury, other than total disability, they would be considered actively at work. If the individual is on FMLA but is not totally disabled, they would be considered immediately eligible.

All other eligible hired employees shall become eligible on the first of the month following thirty (30) calendar days of State employment. Those employees rehired within 12 months of their prior coverage period, shall become eligible on the first of the month following their rehire date.

Employees eligible to participate in the Plan are full-time employees whose usual work schedule is 37.5 hours to 40 hours per week. Temporary and seasonal employees must currently work the equivalent of six months of full-time employment in a twelve-month period in order to qualify for coverage.

Employees whose usual work schedule is less than 37.5 hours per week are not eligible to participate in the Plan.

Employees on an approved Leave of Absence will be considered an active employee for up to 12 months from the approval date of leave.

**IV. SPECIFICATIONS FOR COVERAGE OF EMPLOYEE SUPPLEMENTAL INSURANCE (EMPLOYEE PAID)**

The Contractor shall provide employee supplemental or dependent benefits that employees can purchase at their own expense. Premiums for these additional benefit options are paid through payroll deductions on an after-tax basis.

The following life insurance benefit options shall be offered to eligible employees as detailed below:

EMPLOYEE SUPPLEMENTAL LIFE INSURANCE OPTIONS		
Employee Flat Term Life	\$5,000	No Reductions.
Employee AD&D	Either \$20,000 OR \$25,000	No Reductions
Employee Term Life and AD&D	Choice of 1, 2, 3 or 4 times Base Annual Salary*, rounded to the next higher \$1,000, to a maximum of \$1,000,000. Minimum Benefit of \$10,000.	Benefit amount reduces to 50% at age 70.
SPOUSE LIFE INSURANCE OPTIONS		
Spouse Flat Term Life	\$10,000	Benefit amount reduces to 50% at age 70.
Spouse Supplemental Term Life and AD&D	Choice of \$25,000, \$50,000, \$75,000 or \$100,000**	Benefit amount reduces to 50% at age 70.
CHILDREN LIFE INSURANCE OPTION		
Children Flat Term Life (Live Birth to Age 26)	\$3,000	No Reductions. Coverage terminates when child is no longer eligible
*Employees may elect guaranteed issue upon initial eligibility or subsequent open enrollment. Employee Evidence of Insurability is required for amounts exceeding 1 times Base Annual Pay upon enrollment or subsequent requests for increases in excess of 1x Base Pay		
**Employees may elect guaranteed issue upon initial eligibility or subsequent open enrollment. Spouse Evidence of Insurability is required for amounts exceeding \$25,000 upon enrollment or subsequent increases above \$25,000		
Employee Supplemental Life Term and AD&D Coverage and Spouse Life Term and AD&D Options terminate upon non-disability retirement, separation of employment or transfer to non-benefits eligible status.		

**A. Eligibility and Enrollment Conditions and Stipulations:**

Employees who meet the eligibility requirements noted in Part III, B, above, may purchase additional and/or supplemental coverage(s) at their own expense, for themselves and/or eligible dependents, as defined in the Certificate of Coverage.

- The child age limit is the end of the calendar month in which the child attains age 26.
- Coverage may be continued indefinitely if the child is physically or mentally impaired and incapable of self-support.

Contractor Initials AH  
Date 8/20/20

**B. Leave of Absence**

Employees on an approved Leave of Absence will be considered an active employee for up to 12 months from the approval date of leave.

**V. POTENTIAL CHANGES TO THE PLAN**

The State will provide Contractor with at least sixty (60) days notification of any Plan changes that are adopted by the State. This shall include implementation of any changes to the Plans that are collectively bargained over the term of the Agreement. Per the collective bargaining agreements, benefit plan design changes are typically implemented on a calendar year basis. However, if necessary, the Contractor shall support any Special Enrollment Periods required. Any changes to the Plan which are deemed material, as determined under the terms of the Policy, may be subject to rate changes in accordance with the terms therein.

If required, the Contractor shall support a special enrollment for the negotiated Plan.

**VI. SERVICE SPECIFICATIONS FOR PROGRAM IMPLEMENTATION, CLAIMS ADMINISTRATION, REPORTS**

**A. Account Management**

The Contractor agrees to provide a dedicated Account Management team who shall be accessible to the State. This Account Management team will coordinate Program implementation as well as provide on-going client support and on-going oversight of the State's program.

The Contractor warrants that all personnel engaged in the contract services shall be qualified to perform the services and, if required by applicable law, shall be properly licensed and otherwise authorized to do so under all such applicable laws. The State reserves the right to require the Contractor to remove and/or reassign any employee, including the lead staff member, from the State account due to unacceptable job performance.

**B. Implementation/Enrollment**

A member of the Account Management team will be available as needed by the State for on-boarding activities and future or special Employee Open Enrollment meetings, to explain the Plan options as well as prepare and distribute applicable forms or communication materials in concurrence with or as directed by the State.

**C. Claims Administration**

The Contractor agrees to provide a toll-free customer service telephone number to respond to general questions by employees as well as to respond to inquiries on claims, claims filing, etc. Customer Service representatives will be available Monday through Friday, 9:00 am to 6:30 pm Eastern Standard Time.

At the sole expense of the Contractor, the Contractor shall provide:

1. **Claim Forms.** Claim forms and instructions shall be provided to the State during the implementation process. These shall be made available electronically to the State for posting on its website. Additionally, Contractor agrees to notify the State of any changes or revisions to the forms and instructions and to provide updated or revised copies as soon as reasonably possible or upon request.
2. **Certificates of Coverage and Summary Plan Descriptions.** Certificates of Coverage and Summary Plan Description(s) [SPD's] shall be provided to the State electronically as part of the initial implementation plan and reviewed annually thereafter to confirm any changes if applicable. The Contractor will provide these materials using the Contractor's standard language, but agrees to consider revisions or modifications if requested by the State. The State intends to post these materials for employee access and will inform employees of their availability. The State shall remain solely responsible for meeting all disclosure requirements.
3. **Benefit Communication Brochures/Materials.** The Contractor agrees to provide plan communications, forms and/or other related materials for use by the State for new hire orientations, open enrollments, benefit fairs, etc. The Contractor shall provide the State with draft forms, administrative documents and marketing materials, for review and approval by the State prior to any distribution to participants or posting and agrees that such materials are subject to edits by the State. Once finalized by the State and the Contractor, the State agrees to post these materials, without alteration, for employee access and will inform employees of their availability.
4. **Communication of Plan Design Changes.** The Contractor shall assist the State with the implementation of the Plan changes, to include, but not limited to, marketing, education and enrollment support throughout the term of this agreement.

**D. Policy Administration and Beneficiary Management**

The parties agree that the Policies will be self-administered by the State. The State, or a third party engaged on the State's behalf, will be responsible for maintaining all enrollment, beneficiary, and billing records for the Policies. The records maintained by the State must provide the ability for the State and/or its employees to: (a) appropriately apply Policy limits and rules, (b) know how much coverage the employee has at all times, (c) set up any payroll deductions correctly, (d) pay premium to the Contractor with supporting documentation as needed, and (e) file a claim.

The Contractor shall collaborate with the State to mutually determine any additional beneficiary management protocols.

**E. Rate Calculator**

The Contractor agrees to provide a rate calculator or similar tool to assist State employees in projecting the biweekly contribution for their Employee Supplemental Life & AD&D option(s).

**F. Claim Verification**

Upon receipt of notice of a potential claim under the Policy, the State agrees to confirm employees' eligibility for coverage and provide claim documentation at the Contractor's request.

The State acknowledges that its prompt and accurate performance will be necessary in order for Contractor to satisfy its obligations under this section.

#### **G. Evidence of Insurability**

If evidence of insurability is required in connection with a request for coverage under the terms of the Policy, the State agrees to apply the evidence of insurability rules appropriately. The State will provide to Contractor a weekly file via secure FTP with the employee information sufficient to allow the Contractor to email or mail the required EOI paperwork directly to the employee. The State and the Contractor further agree to implement any other administrative processes necessary to ensure evidence of insurability requests are processed appropriately and on a timely basis.

The State acknowledges that its prompt and accurate performance will be necessary in order for Contractor to satisfy its obligations under this section.

#### **H. Portability/Conversion Services**

The Contractor agrees to distribute appropriate portability/conversion notification and applications to employees who retire or otherwise separate from employment. The State will provide a data file to the Contractor on a mutually agreeable schedule that will provide the employee information and confirmation of coverage needed in order that the Contractor may issue the necessary notifications. Contractor agrees to issue the notification to the former employee of their portability/conversion options within 3 business days of receipt of the file. Records will be maintained by the Contractor reflecting the notification and date of said notification and agrees to provide such records in the event of any inquiries or requests are received by the State.

#### **I. Reports**

The Contractor shall produce and make accessible to the State various reports needed or requested for appropriate and timely administration, including but not limited to:

- Life Claim History Report – tracks both pending and paid life claim timelines
- Life Paid Claim Report – lists all life claims paid/partially paid for designated timeframe
- Life Pending Claim Report – lists all pending claims as of designated time period
- Medical Underwriting Status Report – provides summary of all underwriting activity within designated time frame, excluding any information otherwise protected by applicable privacy laws
- Ported Individuals Report – lists all individuals who have ported their life insurance coverage and applicable port charges
- Converted Individuals Report – lists all individuals who have converted their life insurance and applicable conversion charges

Ad hoc reports may be requested by the State as needed and Contractor agrees to provide the reports within seven days of the request.

**J. Electronic Data Management – Employee-Level Data**

Following execution of the agreement, State and Contractor will work together in good faith to confirm what Employee-level information (including Social Security Numbers) will be received and stored by Contractor for services or reporting to be performed by Contractor. The format and timing of Employee-level data files and/or reports will be mutually agreed upon by the Parties. Contractor will store Employee-level information and provide Employee-level reporting to the State in a manner consistent with any applicable regulatory mandates and at no additional cost to the State.

**K. Transmission of Data**

The State agrees that it is responsible for the accuracy and security of the data transmitted to the Contractor, including data transmitted by any third party service provider engaged by the State to assist in the administration of the Policies. Contractor will be responsible for the security of all information once sent by the State. Each party will establish and maintain 1) administrative, technical and physical safeguards against the destruction, loss or alteration of data and 2) appropriate security measures to protect data, which measures are consistent with all state and federal regulations relating to personal information security.

**L. Recordkeeping & Audits**

The State agrees that it is responsible for maintaining accurate records documenting the administration of the Policies, including employee demographics, eligibility records, dependent data, coverage amounts, enrollment history, payroll deductions, benefit elections and beneficiary designations, as applicable. Such records will be maintained for a minimum of seven (7) years following termination of the policies to which they relate. Upon reasonable notice, Contractor shall have the right to review, inspect and audit, at Contractor's expense, books, records, data files or other applicable information maintained by the State related to the policies.

Contractor also agrees to fully cooperate with the State or its designated representative, in a reasonable audit process if requested. The audit scope and procedure will be discussed at the time of the audit request, to ensure specific expectations and priority measures are defined.

**EXHIBIT C  
PRICE & METHOD OF PAYMENT**

**I. CONTRACT PRICES**

<b>EMPLOYEE BASIC LIFE (STATE PAID)</b>	
<b>Coverage</b>	<b>Cost/\$1,000.</b>
Basis Life - \$50,000	\$0.02*

\* Cost includes Basic Life and the following non-insurance services: Voya Travel Assistance and Funeral Planning and Concierge Services.

<b>EMPLOYEE SUPPLEMENTAL LIFE INSURANCE OPTIONS (EMPLOYEE PAID)</b>	
<b>Coverage</b>	<b>Cost/\$1,000.</b>
Flat Term \$5,000.	\$0.02
AD&D - Either \$20,000 OR \$25,000	\$0.02 \$0.015

<b>EMPLOYEE SUPPLEMENTAL LIFE &amp; AD&amp;D* (EMPLOYEE PAID) (1, 2, 3 OR 4 TIMES ANNUAL BASE SALARY**)</b>	
<b>AGE</b>	<b>Cost/\$1,000***</b>
Under 20	\$0.070
20 - 24	\$0.070
25 - 29	\$0.080
30 - 34	\$0.100
35 - 39	\$0.110
40 - 44	\$0.160
45 - 49	\$0.230
50 - 54	\$0.390
55 - 59	\$0.670
60 - 64	\$0.800
65 - 69	\$1.290
70+	\$2.080
*Evidence of Insurability Required for any elected amount or increase over 1 Times Annual Base Salary	
**Annual Base Salary means the Certificate holder's annual wage or salary as determined by the Group's records. Any commissions, bonuses, overtime pay or other compensation will be excluded when determining this wage or salary.	
***Includes Rate of \$0.02/\$1,000 for AD&D	

Contractor Initials AH  
Date 1/20/20

SUPPLEMENTAL SPOUSE LIFE PLAN OPTIONS (EMPLOYEE PAID)			
COVERAGE OPTION: FLAT \$10,000 TERM		COVERAGE OPTION: EITHER \$25,000, \$50,000, \$75,000 OR \$100,000 TERM and AD&D*	
AGE	RATE/\$1,000	AGE	RATE/\$1,000**
Under 20	\$0.158	Under 20	\$0.070
20 - 24	\$0.158	20 - 24	\$0.070
25 - 29	\$0.158	25 - 29	\$0.080
30 - 34	\$0.224	30 - 34	\$0.100
35 - 39	\$0.320	35 - 39	\$0.110
40 - 44	\$0.527	40 - 44	\$0.160
45 - 49	\$0.677	45 - 49	\$0.230
50 - 54	\$0.990	50 - 54	\$0.390
55 - 59	\$1.692	55 - 59	\$0.670
60 - 64	\$2.075	60 - 64	\$0.800
65 - 69	\$2.075	65 - 69	\$1.290
70+	\$2.075	70+	\$2.080
*Evidence of Insurability Required for any amount elected or increased over \$25,000			
**Includes Rate of \$0.02/\$1,000 for AD&D			

SUPPLEMENTAL CHILD(REN) LIFE INSURANCE OPTION* (EMPLOYEE PAID)	
Coverage	Cost/\$1,000.
Flat Term - \$3,000	\$0.153
*Eligible Child(ren) from birth to age 26	

## II. INVOICING AND PREMIUM PAYMENTS

The State shall self-invoice on a monthly basis and shall make payment to the Contractor within 30 calendar days electronically.

## III. MISCELLANEOUS

### A. Premium Rate Changes

The Contractor reserves the right to adjust premium rates with enrollment shifts of 20% or more or if there are any material changes to plan benefit options.

**5. Employee Supplemental Life & AD&D Contributions & Death Benefit Amount**

Contractor understands and agrees that the State will utilize employee annual base salary as of October 31<sup>st</sup> each year to calculate the next plan year payroll contributions. Contractor further agrees that, at time of death, the State will use the employee current annual base salary to determine the death benefit amount.

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Contractor Initials AH  
Date 2/20/20

**IV. PERFORMANCE GUARANTEES**

Contractor agrees to place 2% of the annual premium at risk against achieving the following performance measures, all of which will be averaged and monitored annually.

Guarantee	Description	Weight
Policy and Certificate Issuance Timeliness	Policies and certificates will be made available to the State for posting on the State's online benefits portal within five (5) business days from date all information is received by Contractor.	20%
Timeliness of Call Center Telephone Pickup	Contractor call center shall pick up 95% of calls received within 20 seconds.	20%
Claims Processing - Timeliness of Claims Decisions pay/pend/deny	98% of claims shall be processed within 3 business days of receipt of all requested information	20%
Ad-hoc Reporting	All ad-hoc reports shall be delivered within seven (7) days	20%
Annual Reports	All annual reports shall be delivered within thirty (30) days following the end of the calendar year	20%

It is agreed that Performance Guarantees (PFGs) will be monitored periodically throughout the calendar year. However, a final evaluation and reconciliation of PFGs will be completed annually within 60 days after the end of the calendar year. If applicable, any PFG payment (credit) due to the State will be equal to the sum of the weights of those categories identified as falling below the agreed upon performance metric, multiplied by the agreed upon percentage of total annual premium. Only one credit will be made at the end of each calendar year. Credit amounts will be applied against the total premiums due on the next monthly invoice or returned by check if no future invoices will be due. Upon termination, any remaining credit amounts will become due and payable within 30 days.

To the extent that one or more Policies are maintained as part of an ERISA plan, Contractor will transmit associated credit amounts to the plan administrator for disposition at its discretion. To the extent that one or more of the Policies are not maintained as part of an ERISA plan, Contractor will transmit associated credit amounts to the State for disposition at its discretion.

Contractor Initials AH  
 Date 8/20/20

**EXHIBIT D:  
INCORPORATION OF CONTRACTOR RFP RESPONSE(S)**

**Incorporated by Reference:**

- State of New Hampshire Group Life Proposal 2020 RFP-6-26-2020 - Voya Response to RFP Questionnaire
- Life Proposal – State of New Hampshire – 06-26-2020 - Voya Underwriting Proposal
- State of NH Group Life Proposal 2020 RFP Amendment 2 7.8.2020 - Voya Response to RFP Amendment 2
- Additional Materials – Voya RFP Attachments
  - Sample Performance Guarantees
  - Enhancements and Deviations
  - Personalized Kits for Employees
  - Organizational Chart
  - Annual Report
  - Funeral Planning Brochure
  - Travel Assistance Brochure
  - Voya Cares Flyer

**APPENDICES**

Contractor Initials   AH    
Date   9/20/20

**APPENDIX A  
GROUP APPLICATION**

Contractor Initials AH  
Date 6/20/20

**APPLICATION FOR  
GROUP INSURANCE**

**RELIASTAR LIFE INSURANCE COMPANY**  
HOME OFFICE • MINNEAPOLIS, MINNESOTA 55440

Application is made to ReliaStar Life Insurance Company (we, us, our) for Group Insurance.

1. Name of Group Applicant State of New Hampshire  
(use exact legal name of organization)

2. Address 25 Capitol Street, Room 412  
(number & street)

Concord, New Hampshire 03301  
(city, state, zip code)

**3. Types of insurance desired:**

**Does the Group Applicant pay 100%  
of the premium?**

- |  |                              |   |  |
|--|------------------------------|---|--|
| <input checked="" type="checkbox"/> Basic Life Insurance . . . . .   | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <input checked="" type="checkbox"/> Supplemental Life Insurance . . . . .  | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Basic Dependent Life Insurance . . . . .  | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input checked="" type="checkbox"/> Supplemental Dependent Life Insurance . . . . .                                    | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <input checked="" type="checkbox"/> Basic Accidental Death & Dismemberment Insurance (AD&D) . . . . .                  | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <input checked="" type="checkbox"/> Supplemental Accidental Death & Dismemberment Insurance (AD&D) . . . . .           | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Basic Dependent Accidental Death & Dismemberment Insurance (AD&D) . . . . .                   | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input checked="" type="checkbox"/> Supplemental Dependent Accidental Death & Dismemberment Insurance (AD&D) . . . . . | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Weekly Disability Income Insurance . . . . .  | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input type="checkbox"/> Monthly Disability Income Insurance . . . . .   | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input type="checkbox"/> Other Personal Accident Insurance - Employee . . . . .  | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input type="checkbox"/> Other Personal Accident Insurance - Dependent . . . . .                                       | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |

4. This insurance is to become effective on (date) 01/01/2021  
at the Group Applicant's place of business, only if the first month's premium is paid in full, and we accept this application.

5. The writing agent on the insurance applied for is: (The agent must be duly licensed as required by law)

Hub International

Group Applicant State of New Hampshire

By *Joseph Bonchard*

Title Assistant Commissioner, Department of Administrative Services

Date 9/8/2020

**See reverse side for Fraud Warnings**

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## Fraud Warnings

**Standard:** Any person who knowingly and with intent to defraud, submits an application or files a claim containing any materially false or misleading information, commits a fraudulent act, which is a crime.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**District of Columbia:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Maryland:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Oregon:** Any person who knowingly and with intent to defraud submits an application or files a statement of claim containing any materially false or misleading information, may be guilty of insurance fraud.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Tennessee:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage.

APPENDIX B

~~SAMPLE~~ GROUP LIFE POLICY

Actual Policy  
available upon  
Request

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Contractor Initials AH  
Date 8/20/21

**APPENDIX C  
LIST OF SUBCONTRACTORS**

Contractor Initials: AH  
Date: 6/2/20

**SUBCONTRACTORS**

Voya Employee Benefits engages Cognizant as a subcontractor to provide business processing support for back-office administrative functions as well as limited amount of customer facing service and IT Support. The scope of services includes the routing and identification of service request documents, premium accounting functions, policy administrative functions to include enforce policy administration and claims set-up as well as the handling of some customer calls. IT support includes support of Infrastructure, Application Maintenance, Application Development, QA, and IT Security.

They are contractually required to follow all Voya Employee Benefits data security requirements and are subject to on-going audit and process governance by Voya Employee Benefits. Cognizant has been providing business processing support to Voya Employee Benefits since August of 2012.

Genpact supports back office accounting processes for all business units. Processes include but are not limited: Accounts payable; Expense-related functions; Compensation and benefits accounting; General accounting; -Ledger maintenance-related activities; Basic account reconciliations and verification; Basic reinsurance administration; SOX testing; Transactional cash management and bank maintenance activities. Genpact has been providing accounting processing support since 2015.