

# State of New Hampshire

182 mac

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

September 3, 2024

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

## REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) Division of Risk and Benefits, to exercise their option to extend the contract with Chard, Snyder and Associates, LLC, (VC# 380598) of Mason, OH, in an amount not to exceed \$117,046.00, increasing the total contract amount from \$139,800.00 to \$256,846.00, and to extend the end date from December 31, 2024 to December 31, 2026, for the purpose of providing premium billing and collections administrative services for the State of NH Employee and Retiree Health Benefit Plan (Plan). The original contract was approved by G&C on December 18, 2019, item #201 (attached). This amendment is effective, upon Governor and Council approval for a two year period, effective January 1, 2025, through December 31, 2026. **Approximately 45% General Funds, 3% Enterprise Funds, 10% Highway Funds, 1% Turnpike Funds, 1% Fish & Game Funds and 40% Other Funds.**

Funding is available in FY25 and is anticipated to become available for FY2026 and FY2027 with the authority to adjust encumbrances between fiscal years if necessary and justified through the Business Office, in the following accounts:

### Billing and Collections Administrative Costs by Group

	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>
01-14-14-140560- 66000000 ACTIVES						
102-500731 Admin Fees - Actives	\$700	\$1,510	\$1,790	\$1,900	\$2,050	\$1,106
01-14-14-140560- 66500000 RETIREE						
102-500731 Admin Fees - Retirees	\$16,600	\$41,320	\$50,800	\$52,260	\$56,388	\$30,422
<b>FY Totals</b>	<b>\$17,300</b>	<b>\$42,830</b>	<b>\$52,590</b>	<b>\$54,160</b>	<b>\$58,438</b>	<b>\$31,528</b>
<b>Grand Total</b>	<b>\$256,846</b>					

**Billing and Collections Administrative Total Costs by State Fiscal Year (SFY)**

SFY	Current Contract (CY22-CY25)	Increase / (Decrease) Amount	Amended Contract
2022	\$17,300	\$0	\$17,300
2023	\$42,830	\$0	\$42,830
2024	\$52,590	\$0	\$52,590
2025	\$27,080	\$27,080	\$54,160
2026	\$0	\$58,438	\$58,438
2027	\$0	\$31,528	\$31,528
<b>Total Admin Fees</b>	<b>\$139,800</b>	<b>\$117,046</b>	<b>\$256,846</b>

**EXPLANATION**

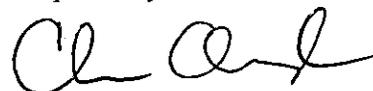
Pursuant to RSA 21-1:28, the Commissioner of the Department Administrative Services (DAS) is authorized to enter into contracts "with any organization necessary to administer and provide a health plan..." The contract with Chard, Snyder and Associates, LLC (Chard Snyder) provides DAS with health benefit plan premium billing and collection services for approximately 829 active participants in the Plan including but not limited to retirees, legislators, and their families. Per RSA 21-1:30, DAS is statutorily required to collect retiree health benefit premium contributions from retirees not paying via automatic deductions from their NHRS pension payments. Also, per RSA 14-A:6 and RSA 94-1a (V), DAS is required to collect the full cost of the health benefit premiums from eligible and participating members of the general court and executive council, respectively.

As of January 1, 2021, through a differing interpretation of RSA 100-A: 52-54 between DAS and the NH Retirement System (NHRS), NHRS discontinued the automatic withholding of the statutorily required premium contributions from approximately 640 retiree pension payments, shifting and more than doubling the billing and collections responsibilities to the Division of Risk and Benefits (Risk). The change in the premium collection processes severely strained the resources available to manage the Plan.

Chard, Snyder is currently managing the premium billing and collection for 829 retirees and legislators. The contract with Chard, Snyder not only assists Risk with the collection of this crucial revenue to the Plan, it also provides members with online account access. Members have the option to establish reoccurring payments through their bank to minimize the risk of late or missed payments and potential loss of benefits.

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner  
Administrative Services

**FIRST AMENDMENT TO  
ADMINISTRATIVE BILLING AND COLLECTION  
AGREEMENT BETWEEN THE STATE OF NEW HAMPSHIRE AND  
CHARD SNYDER & ASSOCIATES, LLC**

This Amendment to the Billing and Collection Agreement ("Agreement") approved by the Governor and Executive Council on October 27, 2021, item #110, is entered into by and between Chard Snyder & Associates, LLC ("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 billing and collection services to the State; and

WHEREAS, pursuant to Exhibit B, Item 2 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 \$256,846.00.

Contractor Initials: CS  
Date: 8/9/24

**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 January 1, 2025, and ending December 31, 2026, subject to the approval of the Governor and Executive Council.

**Section 4 - Specifications for Direct Billing, Premium Collection Services**

Replace Item b in its entirety with the following:

Invoice participants in a timely manner each month allowing for sufficient time to remit payment. For recurring invoicing, the expected target is for invoices to be mailed by the 20<sup>th</sup> day of the previous month. Invoices for new participants added to the Billing service should be mailed within 7 business days of receipt of the information from the State of New Hampshire. Premium payments are due at the beginning of each month for which premium is provided but no later than 30 days after the due date.

Delete Item c in its entirety.

**Section 5 – Potential Changes to the Plan**

Replace in its entirety with the following:

- a. The State will provide the Contractor with at least 30 days notification of plan changes, including annual premium changes charged to participants. Contractor will ensure that upon any plan change, communication to participants will include accurate plan information and updated, applicable premium rate information.
  
- b. Contractor shall ensure that all communications to participants will be accurate and will only be sent to those individuals currently participating in the billing service. No communications will be sent to any participant terminated from the plan previously, unless specifically requested and approved by the State of New Hampshire.

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

Replace Exhibit C: Price & Method of Payment in its entirety with the following:

**1. Contract Prices**

Direct Billing Administration Fees (Per Participant Per Month).

Contractor Initials:   
Date: 8/8/24

The initial term of the contract will be 3 years, with the option to renew for an additional two years at respective yearly rates:

Year 1	\$3.00
Year 2	\$4.25
Year 3	\$4.40
Year 4	\$4.40
Year 5	\$4.40

The above stated fees include standard communications, including annual notice of change letter, monthly invoice, and/or other communications as agreed upon between the Parties. Any unique or non-routine communications specifically requested by the State may be subject to additional charges.

The Contractor agrees that any banking fees for "bounced" checks or returned payments will not be charged to the State, but will be passed onto the Participant.

The Contractor agrees to waive any Setup Fee and/or Annual Renewal Fee.

**2. Invoicing and Premium Payments**

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

**3. Termination Fee**

The State agrees to pay one month's administration fee in the event of a Midyear or Plan Year End Termination if the contract is not terminated due to lack of performance by the Contractor. The month administration fee shall be calculated based on the prior month fee paid prior to the date such termination notice is provided by the State to the Contractor.

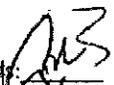
This termination fee does not apply upon expiration of the contract.

**4. Performance Guarantees:**

The revised Performance Guarantees described below will be effective January 1, 2024, and continue through the duration of the contract. The contractor agrees to place up to 10% of annual fees at risk for failure to meet the performance standards outlined below.

Performance results are measured and reported quarterly. Financial penalties are paid annually for failure to meet a particular performance standard on average throughout the year.

Guarantee	Description	Target	Fees at Risk
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Contractor Initials:   
Date: 8/8/24

Premium Remittance and Reporting	All remittable premiums will be remitted, and the associated premium remittance report will be generated with client notification delivered via email.	99% by the 15 <sup>th</sup> day of the following month	2%
Participant Payment Posting	Payments processed and posted to participant accounts within five business days.	99% within five business days of receipt	2%
Inbound File Processing	The time in which accurate data files are received from client (or client's designated data provider) until the files are loaded accurately into the TPA's system.	98% within 5 business days	2%
Average Speed to Answer	The seconds elapsed between when a call is received and when it is answered by a TPA representative.	Not to exceed 45 seconds	1%
Call Abandonment Rate	The percentage of calls in which the caller hung up before a representative answered.	Not to exceed 5%	1%
Employer/Participant System Uptime	The percentage of time the TPA's Billing Services system is available to client and participants.	Greater than 98%	1%
Billing notices/communications	100% of all approved communications/notices are accurate and reviewed by the State	100%	1%
<b>Total</b>			<b>10%</b>

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

THE STATE OF NEW HAMPSHIRE  
EMPLOYEE & RETIREE HEALTH  
BENEFIT PROGRAM

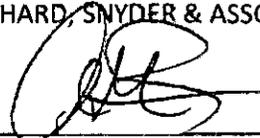


Signature of Authorized Representative

Charles Arlinghaus

Name of Authorized Representative

CHARD, SNYDER & ASSOCIATES, LLC



Signature of Authorized Representative

Christopher M. Ryd

Name of Authorized Representative

Contractor Initials: 

Date: 8/1/07

Commissioner  
Title of Authorized Representative

9-11-24  
Date

President  
Title of Authorized Representative

8/1/24  
Date

**Acknowledgement:**

STATE OF Maine  
COUNTY OF Lumberland

On this 8<sup>th</sup> day of August, 2024 before, Carol Weeman Harris (witness), the undersigned officer, personally appeared Christopher Byrd (officer name) who acknowledged him/herself to be the President (title), executed this document in his/her capacity as President (title).

In witness whereof, I hereunto set my hand and official seal.

Misti D. Munter  
Signature of Attorney at Law or Justice of the Peace!  
Bar No. 004539, Maine  
8/8/2024  
Date

Misti D. Munter  
Name  
My Commission Expires: N/A

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

\_\_\_\_\_  
Department of Justice  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of DOJ Signatory

Approved by the Governor and Executive Council of the State of New on the \_\_\_ day of \_\_\_\_\_, 2024, Item # \_\_\_\_\_.

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

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

Contractor Initials CB  
Date: 8/8/24

Commissioner  
Title of Authorized Representative

9-11-24  
Date

President  
Title of Authorized Representative

8/18/24  
Date

**Acknowledgement:**

STATE OF Maine  
COUNTY OF Cumberland

On this 8<sup>th</sup> day of August, 2024 before, Carol Weman Harris (witness), the undersigned officer, personally appeared Christopher Byrd (officer name) who acknowledged him/herself to be the President (title), executed this document in his/her capacity as President (title).

In witness whereof, I hereunto set my hand and official seal.

Mich. D. Munter  
Signature of Notary or Justice of the Peace  
Attorney at Law  
Bar No. 004539, Maine  
8/18/2024  
Date

Mich. D. Munter  
Name  
My Commission Expires: N/A

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

Christen Lavers  
Department of Justice

Christen Lavers, Assistant AG  
Name and Title of DOJ Signatory

9/11/24  
Date

Approved by the Governor and Executive Council of the State of New on the \_\_\_ day of \_\_\_\_\_, 2024, Item # \_\_\_\_.

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

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

Contractor Initials CLB  
Date: 8/18/24

# State of New Hampshire

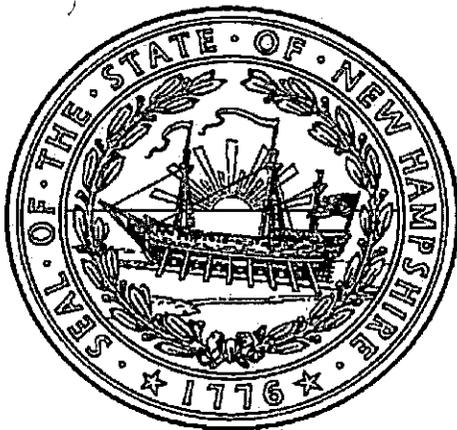
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHARD, SNYDER & ASSOCIATES, LLC is a Ohio Limited Liability Company registered to transact business in New Hampshire on September 01, 2021. 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: 879927

Certificate Number: 0006746622



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of August A.D. 2024.

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

David M. Scanlan  
Secretary of State

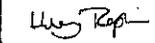
**CERTIFICATE OF AUTHORITY**

I, Hilary Ann Rapkin, Secretary of Chard, Snyder & Associates, LLC, an Ohio limited liability company (the "Company"), **DO HEREBY CERTIFY** that below is a list of persons who are duly elected and qualified officers and/or authorized signatories of the Company holding the offices and positions, as applicable, indicated next to their respective names:

<u>Name</u>	<u>Title</u>
Christopher Byrd	President
Wade Collins	Treasurer
Lisa Goldkamp	Vice President
Deb Lembo	Vice President
Misti Munster	Vice President

**FURTHER, I CERTIFY** that any of the aforementioned officers of the Company are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the contract specified on Annex A and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 7th day of August, 2024.

DocuSigned by:  
  
20605F473C89404...

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Name: Hilary Ann Rapkin  
Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/2024

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).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111  CN101668254--GAUWC-23-25	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company		16535
<b>INSURER B:</b> N/A		N/A
<b>INSURER C:</b> N/A		N/A
<b>INSURER D:</b> AIG Specialty Insurance Company		26883
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-004031305-02                      **REVISION NUMBER:** 12

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	X		CPO-8619312-01	06/01/2024	06/01/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> _____ <b>RETENTION \$</b> _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 1700040 - 00	06/01/2024	06/01/2025	<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	Cyber Liability / Errors & Omissions			01-544-08-35	10/01/2023	10/01/2024	Limit	5,000,000
							SIR	2,500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Chard, Snyder & Associates LLC is a named insured.

The State of New Hampshire, its officers and employees are included as additional insured where required by written contract with respect to General Liability

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Administrative Services 25 Capitol Street, Rm 100 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  <div style="text-align: right;"><i>Marsh Risk &amp; Insurance Services</i></div>



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100

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

October 12, 2021

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 Chard, Snyder and Associates, LLC, (VC# 380598) of Mason, OH in an amount not to exceed \$139,800 to provide premium billing and collections administrative services for the State of NH Employee and Retiree Health Benefit Plan (Plan). This contract is effective upon Governor and Council approval for a three (3) year period, from January 1, 2022 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, 20% Federal Funds, 3% Enterprise Funds, 14% Highway Funds, 1% Turnpike Funds and 20% Other Funds.**

Funding is available in SFY 2022, and is anticipated to become available in SFY 2023, SFY 2024 and SFY 2025 with the authority to adjust encumbrances between state fiscal years if necessary and justified through the Business Office, in the following accounts:

<b>Billing and Collections Administrative Costs</b>	<b><u>SFY2022</u></b>	<b><u>SFY2023</u></b>	<b><u>SFY2024</u></b>	<b><u>SFY2025</u></b>
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<b>FY Totals</b>	<b>\$17,300</b>	<b>\$42,830</b>	<b>\$52,590</b>	<b>\$27,080</b>
<b>Grand Total</b>	<b>\$139,800</b>			

**EXPLANATION**

Pursuant to RSA 21-I:28, the Commissioner of the Department Administrative Services (DAS) is authorized to enter into contracts "with any organization necessary to administer and provide a health plan..." The contract with Chard, Snyder and Associates, LLC (Chard Snyder) provides DAS with health benefit plan premium billing and collection services for approximately 887 active participants in the Plan including but not limited to retirees, legislators, and their families. Per RSA 21-I:30, DAS is statutorily required to collect retiree health benefit premium contributions from retirees not paying via automatic deductions from their NHRS pension payments. Also, per RSA 14-A:6 and RSA 94-1a (V), DAS is required to collect the full cost of the health benefit premiums from eligible and participating members of the general court and executive council, respectively.

As of January 1, 2021, through a differing interpretation of RSA 100-A: 52-54 between DAS and the NH Retirement System (NHRS), NHRS discontinued the automatic withholding of the statutorily required premium contributions from approximately 640 retiree pension payments, shifting and more than doubling the billing and collections responsibilities to the Division of Risk and Benefits (Risk). The change in the premium collection processes has severely strained the resources available to manage the Plan and has created a lot of confusion for our affected retiree members.

On August 13, 2021, DAS, through its broker services contractor, HUB International New England, LLC (WBS/HUB) of Manchester, NH, (contract approved by G&C on December 18, 2019, item #201) issued a Request for Proposal (RFP) for premium billing and collections services. WBS/HUB received two (2) proposals meeting all bidding requirements. Per the RFP, the lowest cost financial proposal receives 50 points. The other proposals are scored on a sliding scale where the financial score is reduced by one (1) point for every one (1) percentage point higher than the lowest cost proposal. Any bidder more than 30 percent (%) above the lowest bidder is excluded from further consideration. Because the second bidder's price exceeded the 30% threshold for consideration, Chard Snyder was the only scored proposal with the final negotiated contract price of approximately \$46,600 per year. In addition, Chard Snyder received forty-six (46) out of 50 points on their technical score.

The contract with Chard, Snyder will not only assist Risk with the collection of crucial revenue to the Plan, it will also provide online account access to members. Members will have the option to establish reoccurring payments through their bank, which will help alleviate their concern of a late or missed payment and even loss of benefits.

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



State of New Hampshire

Retiree Billing, Premium Collection and Administrative Services Scorecard

Request For Proposal Responses	TOTAL POSSIBLE	CHARD, SNYDER
A. Your Firm Total Score	5	4
B. Implementation & Specifications Total Score	5	5
C. Retiree Billing Premium Collection Administrative Services Total Score	15	15
D. Account Management Total Score	5	5
E. Reporting Total Score	5	5
F. Communication Total Score	5	4
G. Performance Guarantee Total Score	10	8
Technical Score (50 Points)	50	46
Financial Score (50 Points)	50	50
Total Score (100 Points)	100	96

RETIREE BILLING,  
PREMIUM COLLECTION ADMINISTRATION  
SERVICES AGREEMENT  
BETWEEN THE STATE OF NEW HAMPSHIRE AND  
CHARD, SNYDER & ASSOCIATES, LLC

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- Section 2 Contract Term
- Section 3 Specifications for Account Management, Implementation, Electronic Data Management
- Section 4 Specifications for Direct Billing, Premium Collection Services
- Section 5 Potential Changes to the Plan
- Section 6 Warranties, Representations and Understandings

EXHIBIT C : Price & Method of Payment

- Section 1 Contract Prices
- Section 2 Invoicing and Premium Payments
- Section 3 Termination Fee
- Section 4 Performance Guarantees

EXHIBIT D: Incorporation of Contractor RFP Response

APPENDICES

- Appendix A: Required Protection of Confidential Information and Data Security
- Appendix B: Business Associate Agreement



**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 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 following modifications shall be made to the sections of the Agreement identified below:

1. Section 10.2 is hereby deleted in its entirety and replaced with the following:

“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, provided however, that Contractor may keep data for a period of seven years after the termination of this Agreement as required by law or regulation.”

2. Section 14.1.2 is hereby deleted in its entirety.

## EXHIBIT B: SCOPE OF SERVICE

### 1. Purpose

The State of New Hampshire, Department of Administrative Services, Division of Risk and Benefits (hereinafter referred to as the "State") is contracting with Chard, Snyder & Associates, LLC (hereinafter referred to as the "Contractor"), to provide Retiree Billing, Premium Collection Administration Services for approximately 783 Retirees, 104 Legislators and their dependents (hereinafter referred to as "Participants") as designated by the State.

- a. Legislators are direct billed for the full monthly premium cost of their elected coverage for themselves and/or any covered dependents.
- b. Retirees are direct billed their share of the cost of the monthly premium for themselves and/or any covered dependents.
- c. Dental premiums are billed to a limited group, in addition to medical.

### 2. Contract Term

This Agreement shall become effective upon Governor and Executive Council approval. The term of this Agreement shall begin on January 1, 2022 and shall end on December 31, 2024, with the option for a two (2) year extension subject to Governor and Executive Council approval.

While implementation activities may commence immediately upon Governor and Executive Council approval, payments under this Agreement shall not commence prior to January 1, 2022.

### 3. Specifications for Implementation

#### Account Management

Contractor shall provide a dedicated account management team to proactively implement the State account, as well as provide effective on-going account management. The State shall have a designated Client Relationship Manager and Plan Administrator accessible for routine meetings/calls as well as on an as needed basis.

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

## Implementation

The implementation team will work with the State to implement the account, including:

- a. Collecting plan details, processing options and takeover data
- b. Configuring the necessary system
- c. Mailing takeover and welcome letters and monthly invoices/coupon booklets (as determined by the State)
- d. Identifying the weekly/monthly reports the State would like to receive on a regular basis
- e. Development of appropriate weekly interface file, including design and testing of file, along with appropriate discrepancy and confirmation reports.

Contractor agrees to provide the State with draft notices, letters, forms, administrative documents and applicable materials for review and approval by the State prior to any distribution to Participants or posting. Contractor agrees to obtain State approval prior to the final development and/or mailing of any communications to Participants

### Electronic Data Management (Interface File)

The State and the Contractor will work together to create, test and implement an electronic data file with required Participant level data needed by Contractor for services to be performed. The Contractor agrees to receive the file on a weekly basis (or other frequency if mutually agreed upon) from the State with Participant enrollments, terminations, changes, deaths and/or reinstatements for processing the billing, premium collection, and administration of the Participant accounts.

All files shall be retrieved by the Contractor from the State of New Hampshire FTP site.

## 4. Specifications for Direct Billing, Premium Collection Services

Contractor shall:

- a. Ensure compliance with NH statute regarding the collection of health and dental plan required contributions.
- b. Provide accurate and timely monthly premium billing and tracking via a monthly invoice or premium coupon booklet (to be determined by the State), with premium payment due within 30 days of the due date. Premiums are due at the beginning of each month for which premium is provided.
- c. Issue a 10 day late payment/termination notice if premium payment is not paid within 30 days. Such notice will be mailed via certified mail, return receipt requested. Notice of non-payment by the responsible payer within the final 10

day period shall be communicated to the State within 7 calendar days after the final due date.

- d. Process premium collections and remit premiums to the State within 15 business days in the month following receipt of payment. Said premium remittance will be made via check or ACH transaction, as determined by the State.
- e. Provide an online payment system via a member portal for each Participant, which allows the Participant to schedule one-time payments, recurring payments and/or payment in advance directly from their bank accounts at no additional charge to Participants via member portal.
- f. Accept payment by check and/or money order as submitted by the Participant for payment of their invoice/coupon.
- g. Facilitate accurate payment and reporting of premium collections to the State via online management reports/queries, plus reconciliation of premium collected.
- h. Ensure that all personnel engaged in the contract services shall be qualified to perform the services and authorized to do so under all applicable laws.
- i. Provide a toll-free Customer Service telephone number to respond to general questions, inquiries and/or concerns by Participants. Customer Service representatives will be available Monday through Friday, 8:00 am to 8:00 pm Eastern Time.

#### **5. Potential Changes to the Plan**

- a. The State will provide the Contractor with at least 30 days notification of annual premium changes charged to Participants.

#### **6. Warranties, Representations and Understandings**

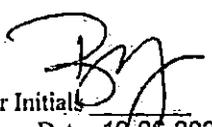
The State warrants and represents that it is the legal Plan Administrator and sole fiduciary of the Plan or Plans covered by this Agreement, and shall not require any bond or security of the Contractor in the performance of its duties under this Agreement.

The State reserves full authority to make all decisions regarding its Direct Billing administration, including decisions regarding those duties and responsibilities delegated to the Contractor by this Agreement. The Contractor will serve as a service provider under the direction of the State, but will not act as the Plan Administrator.

The State shall take any and all actions and execute any and all documents necessary to authorize the Contractor to perform its functions and duties pursuant to this Agreement.



The State agrees to timely provide the Contractor with information and/or documentation reasonably requested by the Contractor, which is necessary for the Contractor to fulfill the terms and conditions of this Agreement.

Contractor Initials   
Date 10-06-2021

## EXHIBIT C: Price & Method of Payment

### 1. Contract Prices

Direct Billing Administration Fees (Per Participant Per Month).

The initial term of the contract will be 3 years, with the option to renew for an additional two years at respective yearly rates:

Year 1*	\$3.00
Year 2	\$4.25
Year 3	\$4.40
Year 4	\$4.65
Year 5	\$4.70

The above stated fees include all standard communications, including takeover/welcome letter, monthly invoice/payment coupon booklet, short payment letters and 10 day late payment termination notices. Additional materials, notices or letters that the State requests to be sent may be subject to additional charges.

The postage costs for mailing the ten day late payment termination notice "certified mail return receipt requested" will be billed directly to the State of New Hampshire.

The Contractor agrees that any banking fees for "bounced" checks or returned payments will not be charged to the State, but will be passed onto the Participant.

The Contractor agrees to waive any Setup Fee and/or Annual Renewal Fee.

\*The Contractor agrees to provide an implementation credit Year 1 of \$1,500 to offset start-up of services.

### 2. 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.

### 3. Termination Fee

The State agrees to pay one month's administration fee in the event of a Midyear or Plan Year End Termination if the contract is not terminated due to lack of performance by the Contractor. The month administration fee shall be calculated based on the prior month fee paid prior to the date such termination notice is provided by the State to the Contractor.

This termination fee does not apply upon expiration of the contract.

**4. Performance Guarantees**

The Contractor shall pay the State up to 10% (2% per category) of Administrative Fees for the Retiree Billing, Premium Services Administration plan based on annual performance. Annual Administrative Fees shall be calculated based on the total Administrative Fees paid during the 12 month contract year to which the Performance Guarantees apply.

Guarantee	Description	Annual Amount at Risk
Notices	To be issued within seven (7) business days from the date all information is received from the State of NH.	2% administrative fees at risk.
Timeliness of Call Center Telephone Pickup	The TPA's call center shall pick up 95% of calls received within 30 seconds.	2% administrative fees at risk.
Participant Access to Secure Portal & Website Resources	Available to participants prior to 1/1/22 so information on Participant portal can be included in takeover/welcome letter. Contingent on the State sending Chard Snyder final plan and enrollment information by a mutually agreed upon date prior to plan effective date.	2% administrative fees at risk.
Participant Payment Processing	95%+ of Participant payments received shall be processed and deposited within 5 business days of receipt.	2% administrative fees at risk.
Reports	Standard and ad hoc reports will be delivered monthly or available upon demand via employer portal within 10 days of month end.	2% administrative fees at risk.

Contractor Initials   
Date 10-06-2021

## Exhibit D – Incorporation of Contractor RFP Response(s) and Attachments

State of New Hampshire RFP for Retiree Billing, Premium Collection Administration Services, dated August 16, 2021, to include all addenda, and Chard, Snyder & Associates, LLC's response thereto, dated August 27, 2021, 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.

Included by reference are the following Chard, Snyder & Associates, LLC attachments to their initial response:

- a. Benefit Continuation File Specifications
- b. Contingency Planning Statement Summary
- c. Data Retention and Destruction Statement
- d. Disaster Recovery Plan
- e. Information Security and Privacy Controls
- f. Memorandum of Liability and Cyber Security
- g. State of New Hampshire – Sample Implementation Project Plan
- h. Technology Equipment Disposal Policy

## 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 data and information and with respect to such will comply with the following terms and conditions. Protection of State data and information shall be an integral part of the business activities of Contractor. Contractor shall ensure that there is no inappropriate or unauthorized use of State data and information at any time.

#### 1. Definitions

- a. Confidential Information. Protected health information (PHI), personally identifiable information (PII), and other personal private, and/or sensitive information.
- b. Data. 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.

#### 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 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 is directly connected to and necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
  - d. In the event Contractor stores Data and/or 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, proper security measures in place for protection of the State's data. 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 Data, Confidential Information, or processes. 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 interference with system operations in an information system. A potential breach or an attempted unauthorized access is an incident in which the Contractor has conducted a risk assessment and determined there is a high probability that a breach or unauthorized access occurred.
- 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. Full disclosure of the security breach or potential breach of Contractor or any subcontractors or related entities shall be made and include all available information resulting from investigation of the security breach or potential breach. 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 coordinated with the State.

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 data or 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 Data Security & Privacy Cyber Liability Insurance coverage for unauthorized access, use, acquisition, disclosure, failure of security, breach of Data or Confidential Information, privacy perils, in an amount not less than \$10 million per annual aggregate, covering all acts, errors, omissions, at minimum, during the full term of this Agreement. Such coverage shall be maintained in force at all times during the term of the Agreement and during any period after the termination of this Agreement during which Contractor maintains State Data or Confidential Information.
7. **Data Recovery.** Contractor shall be responsible for ensuring backup and redundancy of the State's Data and 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 Data and Confidential Information.
8. **Return or Destruction of Data and Confidential Information.** Upon termination of the Agreement for any reason, Contractor shall:
  - a. Return or destroy the Data or Confidential Information Contractor still maintains in any form. Whether the information is returned or destroyed is determined at the sole discretion of the State. Information that is destroyed shall be permanently deleted and not recoverable according to National Institute of Standards and Technology approved methods. Contractor shall provide the State with certificates of destruction and/or certificates verifying that all information has been returned and none retained. If it is not feasible for Contractor to return or destroy portions of such confidential data or information in its possession, Contractor shall inform the State as to the specific reasons that make such return or destruction infeasible and may retain such data or information with approval of the State, which shall not be unreasonably withheld.
  - b. Certain types of information which must be retained for the State's benefit, such as records of actuarial determinations, will be maintained as agreed upon by the State.
  - c. Continue to use appropriate safeguards as identified above with respect to any Data or Confidential Information that is retained
  - d. Not use or disclose Data or Confidential Information retained other than for purposes for which such information has been retained, and subject to the same terms and conditions as set forth in the original Agreement.

9. Access to System Information. Contractor will provide a report upon request for in-scope data to include security, access, and environmental information that affect the Agreement, the State's data and/or processes. This includes the ability of the State to request a report of the records that a specified user accessed over a specified period of time.
10. Import/Export Data. Contractor will provide export of data upon request at no additional cost to the State.

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

## Addendum C

### Business Associate Agreement

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

#### BUSINESS ASSOCIATE AGREEMENT

1. Definitions

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

2. Privacy and Security of Protected Health Information (PHI)

a. Permitted Uses and Disclosures

- i. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or any Agreement between the parties, or as required by law.
- ii. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner consistent with HIPAA Rules. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.
- iii. Business Associate may use PHI as necessary to perform data aggregation services, and to create Summary Health Information and/or Limited Data Sets. Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for herein, shall ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the Summary Health Information and/or

Limited Data Sets or contact the individuals other than for the management, operation and administration of the Plan.

- iv. Business Associate may use and disclose PHI (a) for the management, operation and administration of the Plan, (b) for the services set forth in the Agreement, which include (but are not limited to) Treatment, Payment and Health Care Operation activities, and/or Pharmacy Benefit Management as these terms are defined in this Agreement and 45 C.F.R. § 164.501, and (c) as otherwise required to perform its obligations under this Agreement, or any other Agreement between the parties provided that such use or disclosure would not violate the HIPAA Regulations.
- v. Business Associate may disclose, in conformance with the HIPAA Rules, PHI to make disclosures of De-identified Health Information, Limited Data Sets, and Summary Health Information. Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for herein, ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the De-identified Health Information, Summary Health Information and/or Limited Data Sets or contact the individuals. Business Associate may also disclose, in conformance with the HIPAA Regulations, PHI to Health Care Providers for permitted purposes including health care operations.
- vi. Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) an Agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- vii. To the extent practicable, Business Associate shall not, unless such disclosure is reasonably necessary to provide services outlined in the Agreement, disclose any PHI in response to a request for disclosure on the basis it is required by law without first notifying Covered Entity unless such notification is prohibited by law. In the event Covered Entity objects to the disclosure it shall seek the appropriate relief and the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- b. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate or Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and

Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

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

3. Information Safeguards

- a. Privacy of Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- b. Security of Covered Entity's Electronic Protected Health Information. Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf.
- c. No Transfer of PHI Outside the United States. Business Associate will not transfer PHI outside the United States without prior written consent of the Covered Entity. In this context a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to store, copy or disclose PHI.
- d. Subcontractors. Business Associate will require each of its Subcontractors to agree in a written Agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard PHI created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such PHI.
- e. Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale (as defined in the HIPAA rules) of PHI.
- f. Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

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

4. Compliance With Electronic Transactions Rule

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

5. Individual Rights and PHI

a. Access

- i. Business Associate shall respond to an individual's request for access to his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with regard to PHI that Business Associate and/or its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals to invoke a right of access under the HIPAA Privacy Regulation. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), any PHI about the individual created or received for or from Covered Entity in the control of Business Associate's and/or its Subcontractors for inspection and obtaining copies so that Covered Entity may meet its access obligations under 45 CFR 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where required by the HITECH Act.

b. Amendment

- i. Business Associate shall respond to an individual's request to amend his or her PHI as part of Business Associate's normal customer service functions, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend under the HIPAA Privacy Regulation. Upon receipt of written notice (including fax and email) from

Covered Entity, Business Associate shall amend any portion of the PHI created or received for or from Covered Entity in the custody or control of Business Associate and/or its Subcontractors so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

c. Disclosure Accounting

- i. Business Associate shall respond to the Covered Entity Relating to an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to a request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164.528.
- iii. Disclosure Tracking. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under 45 CFR 164.528(a)(1).
- iv. Disclosure Information. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164.502(a)(2)(ii) or §164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.
- v. Repetitive Disclosures. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.
- vi. Exceptions from Disclosure Tracking. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of PHI if Covered Entity need not account for such disclosures under the HIPAA Rules.
- vii. Disclosure Tracking Time Periods. Unless otherwise provided by the HITECH Act and/or accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 5.c.iv above for the six (6) years following the date of the accountable disclosure. For disclosures

related to an Electronic Health Record, the information shall be available for a period of 3 years, starting with the date specified by HHS.

d. Confidential Communications

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

e. Restrictions

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

6. Breach

- a. Business Associate shall report to Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement promptly upon discovery of such incident, including any Security Incident involving PHI, ePHI, or Unsecured PHI as required by 45 CFR

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

- b. Business Associate shall report a Breach or a potential Breach to Covered Entity upon discovery of any such incident. Business Associate will treat a Breach or potential Breach as being discovered as of the first day on which such incident is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach or potential Breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:
  - i. Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
  - ii. Identify the scope of the Breach, including the number of Covered Entity members involved as well as the number of other individuals involved;
  - iii. Identify the types of PHI that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);
  - iv. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
  - v. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
  - vi. Identify what steps the individuals who were subject to a Breach should take to protect themselves;
  - vii. Provide such other information as Covered Entity may reasonably request.
- c. Security Incident. Business Associate will promptly upon discovery of such incident report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will treat a Security Incident as being discovered as of the first day on which such incident is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate. Business

Associate shall be deemed to have knowledge of a Security Incident if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Security Incident, who is an employee, officer or other agent of Business Associate. If any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured PHI, Business Associate will make the report in accordance with the provisions set forth above.

- d. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.
- e. Breach Notification to Third Parties. Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media. Should such notification be necessary, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported.

7. Term and Termination

- a. The term of this Agreement shall be effective as of Governor and Executive Council approval, and shall terminate consistent with the underlying Agreement or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. In addition to the general provisions outlined in the P-37 of this Agreement the Covered Entity may, as soon as administratively feasible, terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of this Business Associate Agreement. Prior to terminating the Agreement, the Covered Entity may provide an opportunity for Business Associate to cure the alleged breach within a reasonable timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.
- 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. To the extent feasible, Business Associate shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. If Business Associate determines, in its sole discretion, that return or destruction of such information is not practicable due to applicable law or regulation, Business Associate shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the Agreement had not been terminated. If and when it becomes feasible to destroy PHI Business Associate shall do so;

- iii. To the extent feasible, destroy, in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the remaining PHI that Business Associate still maintains in any form;
  - iv. 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;
  - v. 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
  - vi. Destroy in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. The above provisions shall also apply to PHI that is in the possession of any Subcontractors of Business Associate. Further Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed.
  - e. Business Associate's obligations under this Section 7.c. shall survive the termination or other conclusion of this Agreement.

8. Covered Entity's Responsibilities

- a. Covered Entity shall be responsible for the preparation of its Notice of Privacy Practices ("NPP"). To facilitate this preparation, upon Covered Entity's request, Business Associate will provide Covered Entity with its NPP that Covered Entity may use as the basis for its own NPP. Covered Entity will be solely responsible for the review and approval of the content of its NPP, including whether its content accurately reflects Covered Entity's privacy policies and practices, as well as its compliance with the requirements of 45 C.F.R. § 164.520. Unless advance written approval is obtained from Business Associate, Covered Entity shall not create any NPP that imposes obligations on Business Associate that are in addition to or that are inconsistent with the HIPAA Rules.
- b. Covered Entity shall bear full responsibility for distributing its own NPP.
- c. Covered Entity shall notify Business Associate of any change(s) in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change(s) may affect Business Associate's use or disclosure of such PHI.

9. Miscellaneous

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

- b. Amendment. Covered Entity and Business Associate agree to take action to amend the Agreement as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. Business Associate shall make available all of its internal practices, policies and procedures, books, records and Agreements relating to its use and disclosure of Protected Health Information to the United States Department of Health and Human Services as necessary, to determine compliance with the HIPAA Rules and with this Business Associate Agreement.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- e. Severability. If any term or condition of this Addendum C 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 Addendum C are declared severable.
- f. Survival. Provisions in this Addendum C regarding the use and disclosure of PHI, return or destruction of PHI, confidential communications and restrictions shall survive the termination of the Agreement.

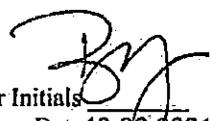
IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum C.

THE STATE OF NEW HAMPSHIRE  
EMPLOYEE AND RETIREE HEALTH  
BENEFIT PROGRAM

  
\_\_\_\_\_  
Signature of Authorized Representative  
*Charles Arlinghaus*  
\_\_\_\_\_  
Name of Authorized Representative  
*Commissioner*  
\_\_\_\_\_  
Title of Authorized Representative  
*10-13-21*  
\_\_\_\_\_  
Date

CHARD, SNYDER & ASSOCIATES,  
LLC.

  
\_\_\_\_\_  
Signature of Authorized Representative  
Barb Yearout  
\_\_\_\_\_  
Name of Authorized Representative  
President  
\_\_\_\_\_  
Title of Authorized Representative  
10-06-2021  
\_\_\_\_\_  
Date

  
Contractor Initials  
Date 10-06-2021