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max



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 4, 2024

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”) and the New Hampshire Department of Employment Security (“NHES”) to amend a contract with Alera Group, Inc. (VC #377694), Boston, MA (“Alera”) for consulting and actuarial services for the Granite State Paid Family Leave Plan by increasing the price limitation from \$1,924,230 by \$1,280,000 to \$3,204,230 and by extending the completion date from December 31, 2024 to December 31, 2026 effective upon approval of Governor and Executive Council. The original contract was approved by Governor and Executive Council on November 10, 2021, item #62. 100% General funds.

Funding is available as follows contingent upon funding in the FY 26 and 27 budget:

01-14-14-143510-21770000 GRANITE STATE PAID FAMILY LEAVE PLAN

Class	Description	FY26	FY27	Total
102-500731	Contracts for Program Services	\$640,000	\$640,000	\$1,280,000

EXPLANATION

The Granite State Paid Family Leave Plan

DAS and NHES worked in partnership to implement the Granite State Paid Family Leave Plan (Paid Family Leave Plan) that was established in House Bill 2 (Chapter 91, Laws of 2021). The program, implemented in December, 2022 when the first sales of PFML insurance policies took place, is now in its second year of operation. The Granite State Paid Family Leave Plan provides participating NH workers with paid family and medical leave insurance coverage at 60% of their average weekly wage for up to six (6) weeks for specific leaves of absence from the work place associated with the birth of a child, placement of a child for adoption or fostering, a

serious health condition of a family member, non-work related illness or injury of the worker, and a qualifying exigency arising from foreign deployment with the armed services or caring for a service member with a serious injury or illness as permitted under the federal Family and Medical Leave Act (FMLA).

The law required DAS to purchase paid family leave insurance (PFLI) for state workers as a means to create a PFML market in NH. For other public and private sector employers and employees, participation in the plan is voluntary. Employers may choose to participate in the plan in which case they contract with the insurance carrier(s) directly. Individuals whose employers do not opt into the plan may participate in the plan by enrolling in the individual pool. The plan incentivizes employers to purchase PFML coverage for their employees by providing a business enterprise tax credit in the amount of 50% of the PFML premium paid by the employer. Employers can choose how to structure premium costs by paying the full premium cost or by passing all or part of the cost along to their employees. In addition, employers may determine how the Granite State Paid Family Leave Plan coordinates with their leave policies and other employee benefits.

The individual purchasing pool allows individuals whose employers decline to participate in the plan to purchase PFML coverage on their own. Under the law, the weekly premium for participation in the individual pool is capped at \$5.00. The law also establishes an PFML Premium Stabilization Trust Fund into which the PFML premium taxes are deposited to create a premium stabilization reserve.

Paid Family Medical Leave and Consulting Services

In addition, the law also authorizes DAS to retain a consulting actuary and benefit Consultant. The original contract with Alera was for a variety of consulting and actuarial services centered on implementation of PFML. Alera conducted an analysis of the NH PFML law and an actuarial analysis of the individual purchasing pool and the premium stabilization fund. With respect to program implementation, Alera also assisted with the creation of Request for Proposals and the selection process for the insurance carrier contract and a marketing contract as well as with preparation of written materials to educate the public about PFML, including brochures and content for the PFML website. Since program implementation, Alera has assisted the state with data validation and analytical reporting, quality reviews of MetLife's Customer Solution Center, and preparation of the first NH PFML Annual Report. Alera also assists DAS and NHES with preparation for quarterly PFML Advisory Board meetings and other PFML presentations delivered by DAS and NHES to local business groups, trade organizations and employers.

Assuming approval of this contract amendment, over the next two years, Alera will continue with its quality assurance work in reviewing MetLife's performance by conducting periodic reviews of MetLife's customer service delivery through its Customer Solutions Center and claims reviews to determine that MetLife is administering the claims process in accordance with NH law. Alera will also continue to provide ongoing consulting services including the preparation of a Request for Proposal for marketing and outreach services and for an insurance carrier in the event the contract with the insurance carrier, MetLife, is not extended.

Based on the foregoing, we are respectfully recommending approval of the contract amendment with Alera Group, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



George Copadis
Commissioner



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
ALERA GROUP, INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR CONSULTING AND ACTUARIAL SERVICES FOR THE NH
GRANITE STATE PAID FAMILY LEAVE PLAN**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 12th day of November 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Alera Group, Inc. (hereinafter referred to as "the Contractor") for Consulting and Actuarial Services for the NH Granite State Paid Family Leave Plan

WHEREAS, pursuant to an agreement effective November 10, 2021, and set to expire December 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform consulting and actuarial services for the NH Granite State Paid Family Leave Plan for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date, and substitute the following:
1.7 December 31, 2026.
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$3,204,230.00
3. Amend Exhibit B, Scope of Services, item 7. Timeline, adding the following:
B. All deadlines for service deliverables contained within the contract may be extended by mutual consent of the parties.
4. Delete in its entirety Exhibit C, Price and Method of Payment, item 1. Contract Price, and substitute the following:
A. The Contractor hereby agrees to provide Consulting and Actuarial Services for the NH Granite State Paid Family Leave Plan in complete compliance with the terms and conditions specified in Exhibit B for on amount up to and not to exceed a price of \$3,204,230.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

5. Amend Exhibit C, Price and Method of Payment, item 2. Pricing Structure, A. Fixed Fee Schedule Chart, adding the following for years 4 and 5 of the contract to the chart:

Project/Service	Year Four	Year Five
Deliverables per Section III: Scope of Services and Contract Terms		
Written RFP for Commercial Insurance Carrier and implementation assistance	---	\$50,950
Written RFP for Outreach and Marketing Firm and implementation assistance	\$50,950	---
Annual Totals	\$50,950	\$50,950

6. Amend Exhibit C, Price and Method of Payment, 2. Pricing Structure, B. Variable Fee Schedule Chart, adding the following estimated hours required and estimated costs for years four and five of the contract to the chart.

Project/Service	Estimated Hours Required	Year Four	Estimated Hours Required	Year Five
Attendance at Governor and Council, Fiscal Committee or other legislative or administrative meetings and hearings	50	\$19,250	50	\$19,250
Monthly Program Analysis and Consulting	660	\$254,100	660	\$254,100
Family and Medical Leave Insurance Advisory Board Support and Documentation	50	\$19,250	50	\$19,250
Coordination of Leaves for the State as the employer	120	\$46,200	120	\$46,200
Other General Consulting	650	\$250,250	650	\$250,200
Annual Totals		\$589,050		\$589,050

ALERA GROUP, INC.

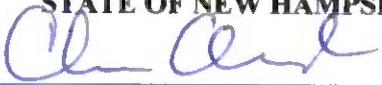
By: 

Karen T. English
(Print Name)

Title: Senior Vice President

Date: 11/12/24

STATE OF NEW HAMPSHIRE

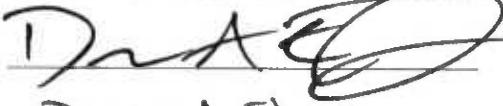
By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 11-19-24

OFFICE OF THE ATTORNEY GENERAL

By: 
Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: 11/19/24

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

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 ALERA GROUP, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 02, 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: 862062

Certificate Number: 0006800412



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular stamp.

David M. Scanlan
Secretary of State



CORPORATE SECRETARY'S CERTIFICATE
Signature Authority – Client Service Agreements

At a duly authorized meeting of the Board of Directors ("Board") of Alera Group Ultimate Holdings, LLC ("AGUH") on October 22, 2020, amended on May 13, 2021, amended on October 27, 2021, and further amended on September 1, 2022, the Board issued and approved its Signature Authority Policy ("Policy") for Alera Group, Inc., along with each of its direct and indirect subsidiaries (collectively, the "Company").

The Company hereby confirms that, per the Policy, Karen T. English ("Signatory"), Partner of Spring Consulting Group, an Alera Group Company, LLC, a wholly-owned subsidiary of Alera Group, Inc., has authority to sign and execute client service agreements on behalf of Alera Group, Inc. and/or subsidiaries as appropriate, that Signatory performs work for as an employee.

Executed on October 31, 2024

A handwritten signature in cursive script, appearing to read 'Peter J. Marathas, Jr.', positioned above a horizontal line.

Alera Group Ultimate Holdings, LLC
Peter J. Marathas, Jr.
Chief Legal Officer & Secretary
Three Parkway North, Suite 500
Deerfield, Illinois 60015
(847) 582-4501
peter.marathas@aleragroup.com

CERTIFICATION

I, Peter J. Marathas, hereby certify that I am the Chief Legal Officer and Secretary of Alera Group Ultimate Holdings, LLC and am duly authorized to make this certificate and that the statements made herein are true and accurate on the Date.

A handwritten signature in cursive script, appearing to read 'Peter J. Marathas, Jr.', positioned above a horizontal line.

Peter J. Marathas, Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMK Insurance 54 South Commerce Way Suite 150 Bethlehem PA 18017	CONTACT NAME: PHONE (A/C, No, Ext): (610) 868-8507 FAX (A/C, No): (610) 868-7604 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Alera Group Ultimate Holdings LLC Alera Group Inc Three Parkway North, Suite 500 Deerfield IL 60015	INSURER A: Charter Oak Fire Insurance Company NAIC # 25615	INSURER B: Travelers Indemnity Company of Connecticut 25682
	INSURER C: Travelers Property Casualty Company of America 25674	INSURER D: Merchants National Insurance Company 12775
	INSURER E: Firemans Fund Insurance Company 21873	INSURER F: Navigators Insurance Company 42307

COVERAGES CERTIFICATE NUMBER: 23g/auto/umb/wc REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y-630-0J529217-COF-23	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		BA-1L508019-23-14-G	12/30/2023	12/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP-3P500520-23-14	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-0J545764-23-14-G	12/30/2023	12/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS LIABILITY over Primary Umbrella (Occurrence)		EXL0003363	12/30/2023	12/30/2024	Each Occurrence Limit: \$8,000,000 Policy Aggregate Limit: \$8,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached for full schedule of Named Insureds.

CERTIFICATE HOLDER State of New Hampshire, Administrative Services 25 Capitol Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY HMK Insurance		NAMED INSURED Alera Group Ultimate Holdings LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

With regard to Workers Compensation:
 States Listed in Part One: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, WV.
 Other States Insurance Listed in Part Three: HI, NM.

Insurer E - Fireman's Fund Insurance Company 20mm xs 10mm Pol #USL008539233 eff. 12/30/2023-12/30/2024.
 Insurer F - Navigators Insurance Company 10mm xs 30mm Pol #PH23EXRZ0D1H5IV eff. 12/30/2023-12/30/2024.

Named Insured Schedule includes:
 Alera Group Ultimate Holdings, LLC.

Alera Group Holdings, Inc.

Alera Group Intermediate Holdings, Inc.

Alera Group, Inc.

- DBA Alera Administrator Agency.
- DBA Alera Insurance Services.
- DBA Arista Consulting Group.
- DBA ARMS Insurance Group.
- DBA Bagwell & Bagwell Insurance, DBA Bagwell Insurance, DBA Bagwell & Bagwell Insurance Services.
- DBA BCG 401(k) Advisors.
- DBA Becker Insurance Agency.
- DBA Berkshire Fairfield Insurance Agency.
- DBA Bernardini & Donovan Insurance Services.
- DBA BJF Outsource LLC, DBA E3 Outsource, DBA Elevated Employee Engagement.
- DBA Blue Communications Agency, DBA Blue Conceptual Marketing.
- DBA Bodnar Insurance Group, DBA BIG.
- DBA Brio Benefit Consulting.
- DBA Brio Financial Services.
- DBA Capstone Insurance Services.
- DBA CBM Insurance Agency.
- DBA CLS Healthcare Liability Specialists.
- DBA Collective: Choice Insurance Solutions.
- DBA DFG 401(k) Advisors.
- DBA Employers Advantage Direct Administrators.
- DBA Erich Courant & Co.
- DBA Flagship Healthcare, DBA Alera-HPL.
- DBA Georgetown Insurance Service.
- DBA The Goodwin Insurance Agency.
- DBA HealthSure Insurance Services.
- DBA Insurance Underwriters, Ltd.
- DBA John Hackney Agency.
- DBA Johnson Brunetti, DBA FRS Plus Inc, DBA JNF Plus Inc.
- DBA jweinland Group Benefits.
- DBA Legacy Risk and Insurance Services, DBA Higgins Insurance Services, DBA Daniel McCormick Insurance Services, DBA Chris Lang Insurance Services, DBA Bolger Risk Management & Insurance Services.
- DBA McSherry & Hudson.
- DBA Noyle W Johnson.
- DBA NPC Benefits.
- DBA PEO Spectrum.
- DBA Phil Klein Insurance Group, DBA PKIG, DBA PKIG Clinton Township.
- DBA Reaume Employee Benefit Solutions.
- DBA Scarafoni Financial Group.
- DBA Schwartz Insurance Agency, DBA SIA.
- DBA Sheridan Insurance Group.
- DBA Specialized Services Agency, DBA SISA.
- DBA Summit Group of Virginia.
- DBA Sutter, McLellan & Gilbreath.
- DBA Trimble-Batjer Insurance Associates.
- DBA TriSure.
- DBA Vital Incite.
- DBA Walsh & Nicholson Financial Group.
- DBA Wilson, Washburn & Forster.



ADDITIONAL REMARKS SCHEDULE

AGENCY HMK Insurance		NAMED INSURED Alera Group Ultimate Holdings LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Alera General Agency Insurance Services, LLC.
 Alera Group Captive Insurance Company, LLC.
 Alera Investment Advisors, LLC.
 Alera Retirement Advisors, LLC formerly known as The Waterford Group, LLC. DBA Strategic Retirement Plan Consultants.
 A&B Insurance and Financial, LLC. DBA Florida Health Team. DBA B. Murray Insurance Agency. DBA Blue Chip Insurance Agency. DBA EM & Associates.
 AB Capital Group, LLC.
 Advanced Capital Group, Inc. DBA ACG.
 AEC RX, LLC.
 AGM Benefits, an Alera Group Agency, LLC. DBA AGM Benefits, DBA AGM.
 AIA American Insurance Administrators LLC. DBA AIA, DBA AIABRG, DBA AIABBS, DBA AIA Benefits Resource Group, DBA DiscoverHealth, DBA AIA Property Casualty Group, DBA AIA HR, DBA AJALife, DBA SIMPLICIT-E, DBA Capital Region Benefits DBA Capital Administrators, DBA Trilogy Group Benefits DBA Trilogy, DBA Benefit Design Specialists DBA BDS, DBA Blue Peak Insurance.
 Alera-Adamson McGoldrick Insurance Agency, LLC. DBA Adamson & McGoldrick Insurance Solutions, DBA A&M.
 Alera-ARR Insurance Agency, LLC. DBA Armstrong Robitaille Riegler Business & Insurance Solutions.
 AMCORP, an Alera Group Agency, LLC. DBA Amcorp, DBA Amcorp Insurance and Financial Services.
 The Ascent Group, LLC
 Austin & Co, Inc.
 Avon Dixon, an Alera Group Agency, LLC. DBA Freestate and Son; DBA Jack Martin & Associates; DBA Elliott Wilson Insurance.
 B&D Insurance Services, an Alera Agency, LLC.
 Banasky, an Alera Insurance Agency, LLC. DBA Banasky Insurance; DBA Behling Insurance Agency DBA Perry Insurance; DBA Fringe Benefit Analysts DBA FBA; DBA J&J Benefits Insurance Agency DBA J&J Benefits; DBA Quality 1st Insurance.
 Barkley, an Alera Insurance Agency, LLC. DBA Barkley Risk Management & Insurance; DBA HR BIZZ.
 Barnes Insurance & Financial Services, an Alera Group Agency, LLC. DBA Barnes Insurance & Financial Services; DBA BIAFS.
 Beacon Retiree Benefits Group LLC. DBA BRBG; DBA Beacon Retiree Benefits Group of CT.
 Bell Insurance, Inc. DBA PDAIS.
 Benefit Advisors Network, LLC. DBA BAN.
 Benefit Commerce Group, an Alera Group Agency, LLC. DBA BCG; DBA SMW Consulting; DBA Insurance Program Risk Management; DBA IPRM; DBA Fall River Consulting Group DBA Fall River Employee Benefits; DBA Cambridge Benefit Solutions DBA CBS DBA Easy-Ben Admin; DBA Fendley Benefits.
 Benefit Plan Strategies, an Alera Group Agency, LLC. DBA BPS; DBA BP Strategies.
 Benico, Ltd.
 Benson Blackburn, an Alera Group Agency, LLC. DBA Benson Blackburn.
 Bloom Insurance Company LLX
 Boston Benefit Partners, an Alera Group Agency, LLC.
 Brown and Noyes, LLC. DBA Ardent Solutions; DBA IHS Insurance Group, DBA IHS Advisors.



ADDITIONAL REMARKS SCHEDULE

AGENCY HMK Insurance		NAMED INSURED Alera Group Ultimate Holdings LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

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FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Burnham Financial Services, an Alera Group Agency, LLC. DBA Burnham Benefit Advisors.

C:C Insurance Solutions, an Alera Agency, LLC. (formerly Quote Selection Services DBA Collective: Choice Insurance Solutions).

C.M. Smith Agency, LLC. DBA CM Smith Financial; DBA CMS Financial.

Capital City Benefits & Insurance Services Inc. DBA HighRidge Insurance Services.

Centennial Group Benefits and Insurance Services Inc. DBA The Centennial Group; DBA Advantage Health Direct; DBA Employer's Advantage Direct.

Champion Benefits, an Alera Group Agency, LLC. DBA Champion Benefits.

Clarity, an Alera Group Company, LLC.

Clevidence Insurance, an Alera Insurance Agency, LLC. DBA Clevidence Insurance. Compensation Works.

Comprehensive Benefit Administrators, an Alera Group Agency, LLC. DBA Comprehensive Benefit Administrators; DBA CBA; DBA Partners Benefit Group; DBA PBG; DBA Reimbursement Specialists; DBA RSI; DBA Cafeteria Plan Advisors.

Core Benefits, an Alera Group Agency, LLC. DBA Core Benefit Solutions; DBA Core Benefits; DBA Core.

Corporate Plans, LLC. DBA CPI-HR; DBA Bailey & Company Benefits Group; DBA Bailey Company; DBA Bailey.

Coury Health Services, LLC. DBA Coury Health; DBA CHS; DBA Strategic Employee Benefit Services of Pittsburgh; DBA SEBS.

CRISP, an Alera Group Insurance Agency, LLC. DBA CRISP; DBA Duryea Insurance Agency, DBA Duryea Agency, DBA DRE Corporation; DBA Custom Benefit Solutions, DBA CBSI.

CSNW Benefits, an Alera Group Agency, LLC. DBA CSNW Benefits; DBA CSNW.

Davidson Benefits Planning, an Alera Group Agency, LLC. DBA Stoploss Coalition Service; DBA DBP; DBA Davidson Benefits Planning.

DBL General Agency, an Alera Group, LLC. DBA DBL General Agency.

DFA/Haylor, LLC.

Dickerson Employee Benefits, an Alera Group Agency, LLC. DBA Dickerson Insurance Services; DBA Shepler & Fear General Agency.

Direct Benefits, an Alera Group Agency, LLC. DBA Direct Benefits, DBA DB Insurance Services.

Distinctive Insurance, an Alera Group Agency, LLC. DBA Distinctive Insurance; DBA Distinctive Financial Group; DBA The Distinctive Group; DBA Shea Insurance.

Dohrmann, an Alera Group Insurance Agency, LLC. DBA Dohrmann; DBA Dohrmann Insurance Agency.

ebm Insurance Solutions, LLC. DBA ebm.

Financial Retirement Solutions, LLC. DBA Johnson Brunetti.

The Firm, an Alera Group Agency, LLC; DBA The Firm; DBA Firm.

Flexible Benefits System Inc.

FOA Insurance, an Alera Group Agency, LLC. DBA FOA Insurance; DBA FOA & Son International Insurance Brokers.

Forum Benefits, LLC. DBA Palmetto Benefit Management.

GCG Financial, LLC. DBA GCG Financial; DBA GCG; DBA Axis Benefits Consultants; DBA Axis Employer Insurance Services; DBA Trans Service Insurance Agency; DBA Hallberg Commercial Insurers; DBA Hallberg Insurance Network HC; DBA Alper Services.

GCG Risk Management Consultants LLC.

GLB Insurance Group of Nevada, an Alera Group Agency, LLC. DBA George L Brown Insurance Agency; DBA Atkin & Prater; DBA Harley Harmon Insurance Agency; DBA McEvilly Benefits; DBA Makro Enterprises DBA Managed Pay.



ADDITIONAL REMARKS SCHEDULE

AGENCY HMK Insurance		NAMED INSURED Alera Group Ultimate Holdings LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

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FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Granite Group Benefits, an Alera Group Agency, LLC. DBA Granite Group Benefits.

Greenhill Underwriting Insurance Services, LLC.

Group Benefits, LLC.

Group Services, LLC.

Hampson-Mowrer Agency, LLC. DBA Hampson-Mowrer-Kreitz Agency; DBA HMK Insurance; DBA Mid-Atlantic Craft Beverage Insurance.

Haylor, Freyer & Coon, Inc. DBA Don Marsh Agency.

HealthSure Insurance Services, an Alera Group Company, LLC.

Heist Insurance Agency, an Alera Group Company, LLC. formerly THH, an Alera Group Insurance Agency, LLC. DBA Heist Insurance Agency.

Heritage Risk Management, an Alera Group Agency, LLC. DBA Heritage Risk Management; DBA Heritage-RM; DBA NCW; DBA Sanford & Tatum; DBA Sanford & Tatum Risk Management; DBA Roy Neal Aviation; DBA Roy Neal Aviation Risk Management.

HP Planning, LLC. DBA Creative Benefit Planning; DBA CBP; DBA Beacon Retiree Benefits Group; DBA Beacon Financial Group; DBA Beacon Benefits Group; DBA Aisling Partners Insurance Brokerage; DBA Benefit Planning Services; DBA Lively Insurance DBA Ideal Benefits Group; DBA Broad Reach Benefits; DBA J D Moschitto & Associates DBA JDM Benefits.

InGroup Associates, LLC. DBA InGroup Associates.

The Insurance Alliance Network Inc; DBA TIACP; DBA The Insurance Alliance; DBA The Alliance; DBA The Insurance Alliance of Central Pennsylvania.

Insurance Exchange, LLC.

iPros Services Insurance Agency, LLC. formerly known as iPros Agency Insurance LLC. DBA Team Alvarez Insurance Services.

J.A. Counter & Associates. Inc. DBA JA Counter.

J.B. Capital LLC.

JN Financial, LLC.

Kaercher Insurance, an Alera Group Agency, LLC. DBA Kaercher Insurance; DBA Sundance Insurance; DBA Loretz Insurance.

Landmark Benefits, an Alera Group Agency, LLC. DBA Landmark Benefits Insurance Agency.

Lighthouse Group, an Alera Group Agency, LLC. DBA Lighthouse Insurance Group DBA Lighthouse Group, DBA Lighthouse Benefits Group, DBA Lighthouse Financial Services Group DBA Lighthouse Financial Services, DBA Lighthouse Group of Michigan, DBA Lighthouse Group of West Michigan, DBA Bylsma Nederveld Agency, DBA Craig G Graves & Company, DBA Lake Agency DBA Lake Agency a Lighthouse Company, DBA Marvin Okun Agency DBA Marvin Okun Agency a Lighthouse Company; DBA Gales Agency; DBA West Michigan Insurance Agency.

Lumity, Inc.

Menath Insurance, an Alera Group Agency, LLC. DBA Menath Insurance; DBA Integrated Insurance; DBA Sierra Professional Mabuhay; DBA A to Z Insurance Services; DBA Superior West Insurance Services.

Morris and Boyle, an Alera Insurance Agency, LLC. DBA Morris and Boyle.

National Benefit Center, LLC.

New England Employee Benefits Company, an Alera Group Agency, LLC. DBA New England Employee Benefits Company, DBA NEEBCo.

Orion Risk Management Insurance Services, an Alera Group Insurance Agency, LLC. DBA Orion Risk Management; DBA Orion Insurance Services; DBA OCS; DBA The Brokerage Commercial Insurance Services.

Pentra, LLC. DBA Integrated Benefit Services; DBA Somerset Benefits; DBA HealthFirst; DBA Somerset Capital Advisors; DBA VantagePoint Holdings; DBA VantagePoint Benefit Strategies; DBA VantagePoint HR; DBA Perspective Financial Group; DBA Perspective Financial; DBA Perspective; DBA HR in Tune; DBA Alera Group Philadelphia.



ADDITIONAL REMARKS SCHEDULE

AGENCY HMK Insurance		NAMED INSURED Alera Group Ultimate Holdings LLC	
POLICY NUMBER _____			
CARRIER _____	NAIC CODE _____	EFFECTIVE DATE: _____	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Phalanx Health Care Solutions, L.L.C.
 Professional Risk, an Alera Group Agency, LLC. DBA Keller Insurance Agency.
 Propel Insurance Agency, LLC, DBA Propel Insurance; DBA Cate-Russell Insurance; DBA The Beck Agency; DBA Jowers-Sklar Insurance.
 Propel Insurance Agency Holdings, LLC.
 Propel Insurance Intermediate, LLC.
 PWA Insurance Services, LLC. DBA PWA Insurance Services; DBA PWA; DBA Point West Administrators.
 RCP, Alera Group, LLC.
 Reaume Insurance Solutions, an Alera Agency, LLC.
 Related Risk, an Alera Insurance Agency, LLC. DBA Related Risk, DBA Related, DBA Related Risk Management & Compliance.
 Rick Young Insurance Services, LLC. DBA Acho & Associates.
 Robert G Relph Agency, inc. DBA Relph Benefit Advisors; DBA HR Benefit Advisors Ltd; DBA Paradigm Benefits.
 Sage Benefit Advisors, an Alera Group Agency, LLC. DBA Insurance Benefits by Design.
 Shirazi Benefits LLC. DBA Shirazi & Associates; DBA Hossein S Shirazi.
 Shirazi-Miller Benefits LLC. DBA T.D. Miller.
 Shomer Insurance Services, an Alera Group Agency, LLC. DBA Shomer Insurance; DBA Shomer.
 Silberstein Insurance Group, LLC. DBA SIG; DBA Advance Benefit Strategies; DBA ABSI; DBA Frank N Lotman DBA FNL Insurance.
 Simkiss & Block, an Alera Group Agency, LLC. DBA Simkiss & Block.
 Smart Choice Health Plans, LLC.
 Spring Consulting Group, an Alera Group Company, LLC.
 Spring Insurance Group, LLC.
 Sylvia Group, an Alera Group Agency, LLC. DBA Sylvia Group; DBA Sylvia & Company Insurance Agency; DBA Gordon Atlantic Insurance; DBA Gordon Insurance; DBA Atlantic Insurance; DBA Atlantic Advisors.
 Tippet Moorhead & Haden, an Alera Group Agency, LLC. DBA TMH.
 Todd Associates, an Alera Group Agency, LLC. DBA Todd Associates.
 TrueBenefits LLC. DBA McDonald Rogers Benefits; DBA Macrobenefts.
 Virtus Benefits, LLC.
 W & G Insurance, an Alera Group Agency, LLC. DBA Webber and Grinnell.
 The Waterford Group, LLC.
 West Texas Insurance Exchange, Inc. DBA WTIE.
 Wharton Business Group, LLC. DBA Wharton Business Group; DBA WBG.
 Whipple & Company, an Alera Group Agency, LLC.
 Wilson Albers, an Alera Group Agency, LLC. DBA The Wilson Agency; DBA Albers & Company; DBA Alera ConnectHR; DBA Muench Financial; DBA DAI Financial.
 Zinn Insurance, LLC. DBA Zinn Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Callahan Risk & Insurance Services, Inc. 125 N. Raymond Ave. Suite 412 Pasadena CA 91103	CONTACT NAME: Les Callahan	
	PHONE (A.C. No. Ext): 626-578-0606	FAX (A.C. No.): 626-577-0606
E-MAIL ADDRESS: lcallahan@callahanrisk.com		
PRODUCER CUSTOMER ID #:		
INSURED Alera Group Ultimate Holdings, LLC Alera Group Holdings Inc.; Alera Group, Inc. 3 Parkway North, Suite 500 Deerfield IL 60015	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	NAIC # 17370
	INSURER B: Ironshore Specialty Insurance Company	NAIC # 25445
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ RETENTION \$	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	PEO901629-04	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 10MM xs 10MM AGGREGATE \$ 10MM xs 10MM
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-PP E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Insurance Services Professional Liability (Claims Made Coverage)		INS9073241-1223	12/30/2023	12/30/2024	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Add'l Remarks Schedule Attached - Additional Insurer(s) & Additional Named Insureds Deductible \$300,000

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Administrative Services 25 Capitol Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Les Callahan
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ADDITIONAL REMARKS SCHEDULE

Insured Callehan Risk & Insurance Services, Inc.	Insured Alera Group Holdings, Inc.
Policy Number See Page 1	
Insurer See Page 1	Effective Date: 12/30/2023 to 12/30/2024

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form .

Form Number: ACORD 2 Form Title: Certificate On Liability Insurance

Insurer C - Starr Insurance Co	10MM xs 20MM	Pol # 1000057892231
Insurer D - Aspen Specialty Co	10MM xs 30MM	Pol # LX007EU23
Insurer E - Capitol Specialty Ins Co.	10MM xs 40MM	Pol # IA20221312-02
Insurer F - Evanston Insurance Co.	10MM xs 50MM	Pol # MKLV7PL0006219
Insurer G - Fair American Select Ins. Co.	10MM xs 60MM	Pol # PLX-1001508-02
Insurer H - BRP/Aspen Specialty Co	5MM xs 70MM	Pol # ASP337431-0423
Insurer I - Scottsdale Insurance Co.	5MM xs 75MM	Pol # XMS-1802390
Insurer J - Crum & Forster Specialty Co.	5MM xs 80MM	Pol # EIC-101702
Insurer K - XL Specialty Insurance Co.	5MM xs 85MM	Pol # ELU194679-23
Insurer L - Kinsale Insurance Co.	5MM xs 90MM	Pol # 0100220719 -1
Insurer M - Swiss Re Corp. Solutions Capacity Ins.	5MM xs 95MM	Pol # XAU4EX012211502

Additional Named Insured To Include:

- A&B Insurance and Financial LLC, dba Smart Choice Health Plans LLC; dba Florida Health Team, dba Insurance Exchange LLC, AB Capital Group LLC
dba B Murray Insurance Agency; dba Blue Chip Insurance Agency; dba EM & Associates; dba Murray Insurance Agency; dba Blue Chip Insurance
- Advanced Capital Group, Inc DBA ACG
- Agency; dba EM & Associates
- AEC RX, LLC
- Alera Investment Advisors, LLC
- Alera General Agency Insurance Services LLC
- Alera Retirement Advisors, LLC formerly known as The Waterford Group, LLC
- Alera Retirement Advisors, LLC DBA Strategic Retirement Plan Consultants
- AGM Benefits, an Alera Group Agency LLC, DBA AGM Benefits, DBA AGM
- Alera Group Inc DBA HealthSure Insurance Services
- Alera Group, Inc DBA: Alera Administrator Agency
- Alera Group, Inc DBA: Alera Insurance Services
- Alera Group Inc DBA ARMS Insurance Group
- Alera Group Inc DBA BCG 401(k) Advisors
- Alera Group Inc DBA CBM Insurance Agency
- Alera Group Inc DBA DFG 401(k) Advisors
- Alera Group Inc DBA CLA Healthcare Liability Specialists
- Alera Group Intermediate Holdings Inc
- Alera-ARR Insurance Agency LLC dba Armstrong Robitaille Riegler Business and Insurance Solutions
- Alera Group Inc; dba Legacy Risk and Insurance Services; dba Higgins Insurance Services; dba Daniel McCormick Insurance Services; dba Chris Lang Insurance Services; dba Bolger Risk Management & Insurance Services
- Alera Group
- Alera Group Inc DBA Brio Benefit Consulting
- Alera Group Inc DBA Brio Financial Services
- Alera Group, Inc DBA: Employers Advantage Direct Administrators
- Alera Group Inc DBA Wilson, Washburn & Forster
- Alera Group Inc DBA Capstone Insurance Services
- Alera Group Inc DBA NPC Benefits
- Alera Group Inc DBA FRS Plus Inc, DBA JNF Plus Inc, DBA Johnson Brunetti
- Alera Group Inc; dba Noyle W Johnson
- Alera Group Inc; dba Arista Consulting Group
- Alera Group Inc DBA jweinland Group Benefits
- Alera Group Inc.; dba McSherry & Hudson.
- Alera Group Inc.; dba Schwartz Insurance Agency dba SIA.



ADDITIONAL REMARKS SCHEDULE

Insured Callahan Risk & Insurance Services, Inc.	Insured Alera Group Holdings, Inc.
Policy Number See Page 1	
Insurer See Page 1	Effective Dates: 12/30/2023 to 12/30/2024

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form.
 Form Number: ACORD 2 Form Title: Certificate On Liability Insurance

Additional Named Insured End't To Include:

- Alera Group, Inc DBA The Goodwin Insurance Agency
- Alera Group Inc.; dba Erich Courant & Co
- Alera Group Inc.; dba Georgetown Insurance Services
- Alera Group Inc.; dba Bondar Insurance Group; dba BIG
- Alera Group Inc.; dba BJF Outsource; dba E3; dba E3 Outsource; dba Elevated Employee Engagement
- Alera Group Inc.; dba Specialized Insurance Services Agency; dba SISA
- Alera Group Inc.; dba The Waterford Group
- Alera Group Inc.; dba Flagship Healthcare; dba Alera HPL
- Alera Group Inc.; dba Blue Communications Agency
- Alera Group Inc DBA Trimble-Batjer Insurance Associates
- Alera Group Inc.; dba Bagwell & Bagwell Insurance; dba Bagwell Insurance; dba Bagwell & Bagwell Insurance Services
- Alera Group Inc.; dba Phil Klein Insurance Group; dba PKIG; dba PKIG Clinton Township.
- Alera Group Inc.; dba Becker Insurance Agency
- Alera Group Inc.; dba Vital Incite
- Alera Group Inc DBA Bernardini & Donovan Insurance Services
- Alera Group Inc DBA Reaume Employee Benefit Solutions
- Alera Group Inc DBA Collective: Choice Insurance Solutions
- Alera Group Inc DBA John Hackney Agency
- Alera Group Inc DBA Sheridan Insurance Group
- Alera Group Inc DBA PEO Spectrum
- Alera Group Inc DBA Sutler, McLellan & Gilbreath
- Alera Group Inc DBA Summit Group of Virginia
- Alera Group Inc DBA Walsh & Nicholson Financial Group
- Alera Group, Inc DBA Berkshire Fairfield Insurance Agency
- Alera Group, Inc DBA Scarafoni Financial Group
- Alera Group, Inc DBA Insurance Underwriters, Ltd
- Alera-Adamson McGoldrick Insurance Agency LLC; dba Adamson & McGoldrick Insurance Solutions; dba A&M
- Amcorp, An Alera Group Agency, LLC; dba Amcorp; dba Amcorp Insurance and Financial Services
- AIA American Insurance Administrators LLC; dba AIA; dba AIABRG; dba AIABBS; dba AIA Benefits Resource Group; dba Discover Health; dba AIA Property Casualty Group; dba AIAHR; dba AIALife; dba SIMPLICIT-E; dba Capital Region Benefits; dba Capital Administrators dba Trilogy Group Benefits; dba Trilogy; dba Benefit Design Specialist dba BDS; AIA American Insurance Administrators LLC DBA Blue Peak Insurance
- Austin & Co. Inc.
- Avon Dixon, An Alera Group Agency LLC; dba Freestate and Son; dba Jack Martin & Associates; dba Elliott Wilson Insurance; dba Avon Dixon
- B&D Insurance Services, an Alera Agency, LLC
- Banasky, an Alera Insurance Agency, LLC; dba Banasky Insurance; dba J&J Benefits Insurance Agency; dba J&J Benefits; dba Behing Insurance Agency; dba Perry Insurance; dba Fringe Benefit Analysts, dba FBA; Banasky, an Alera Insurance Agency, LLC DBA Quality 1st Insurance
- Barkley, an Alera Insurance Agency, LLC; dba Barkley Risk Management & Insurance; dba HR BLIZZ.
- Barnes Insurance & Financial Services, an Alera Group Agency LLC; dba Barnes Insurance & Financial Services; dba BIAFS
- Beacon Retiree Benefits Group, LLC; dba BRBG; dba Beacon Retiree Benefits Group of CT
- Bell Insurance Inc.; dba PDAIS
- Benefit Advisors Network, LLC; dba BAN; dba National Benefits Center; dba Fendley Benefits
- Benefit Commerce Group, An Alera Group Agency, LLC; dba BCG; dba SMW Consulting; dba Insurance Program Risk Management; dba IPRM; dba Fall River Consulting Group; dba Fall River Employee Benefits; dba Cambridge Benefit Solutions; dba CBS; dba Easy-Ben Admin.
- Benefit Plan Strategies, An Alera Group Agency, LLC; dba BPS; dba BP Strategies
- Benico, Ltd
- Benson Blackburn, an Alera Group Agency, LLC; dba Benson Blackburn
- Boston Benefit Partners, an Alera Group Agency, LLC; dba Boston Benefit Partners; dba BBP; dba Chandor Insurance Agency
- Brown and Noyes, LLC; dba Ardent Solutions; dba Ardent Solutions; dba IHS Insurance Group; dba IHS Risk Advisors
- Burnham Financial Services, an Alera Group Agency, LLC DBA Burnham Benefit Advisors



ADDITIONAL REMARKS SCHEDULE

Named Insured Callahan Risk & Insurance Services, Inc.	Insured Alera Group Holdings, Inc.
Policy Number See Page 1	
Insurer See Page 1	Effective Date: 12/30/2023 to 12/30/2024

ADDITIONAL REMARKS

This Additional Remarks Form is a schedule to ACORD Form .

Form Number: ACORD 2 Form Title: Certificate On Liability Insurance

Additional Named Insured End To Include:

- C:C Insurance Solutions, an Alera Agency, LLC
- Capital City Benefits & Insurance Services Inc.; dba HighRidge Insurance Services
- Centennial Group Benefits & Insurance Services, Inc.; dba The Centennial Group; dba Advantage Health Direct; dba Employer's Advantage Direct
- Champion Benefits, an Alera Group Agency, LLC; dba Champion Benefits
- Clarity, an Alera Group Company, LLC
- CSNW Benefits, an Alera Group Agency, LLC; dba CSNW Benefits; dba CSNW
- Clevidence Insurance, an Alera Insurance Agency, LLC; dba Clevidence Insurance
- C.M. Smith Agency LLC; dba CM Smith Financial; dba CMS Financial
- Compensation Works
- Comprehensive Benefit Administrators, an Alera Group Agency, LLC; dba Comprehensive Benefit Administrators; dba CBA; dba Partners Benefit Group; dba PBG; dba Reimbursement Specialists; dba RSI; dba Cafeteria Plan Advisors
- Core Benefits, an Alera Group Agency, LLC; dba Core Benefit Solutions; dba Core Benefits; dba Core
- Corporate Plans, LLC; dba CPI-HR; dba Baily & Company Benefits Group; dba Bailey Company; dba Bailey
- Coury Health Services, LLC; dba Coury Health; dba CHS; dba Strategic Employee Benefit Services of Pittsburgh; dba SEBS
- CRISP, An Alera Group Insurance Agency, LLC; dba CRISP; DBA Custom Benefit Solutions DBA CBSI; DBA Duryea Insurance Agency DBA Duryea Agency, DBA DRE Corporation
- Davidson Benefit Planning, An Alera Group Agency LLC; dba Stoploss Coalition Services; dba DBP; dba Davidson Benefits Planning
- DBL General Agency, an Alera Group, LLC; dba DBL General Agency
- DFA/Haylor, LLC
- Dickerson Employee Benefits, an Alera Group Agency, LLC; dba Dickerson Insurance Services; dba Shepler & Fear General Agency
- Direct Benefits, an Alera Group Agency, LLC; dba Direct Benefits; dba DB Insurance Services
- Distinctive Insurance, an Alera Group Agency, LLC; dba Distinctive Insurance; dba Distinctive Financial Group; dba The Distinctive Group; Distinctive Insurance, an Alera Group Agency, LLC DBA Shea Agency
- Dohrmann, an Alera Group Insurance Agency, LLC; dba Dohrmann; dba Dohrmann Insurance Agency
- ebm Insurance Solutions LLC DBA ebm (eff. 12/31/2023)
- Financial Retirement Solutions LLC DBA Johnson Brunetti
- Foa Insurance, an Alera Group Agency, LLC; dba Foa Insurance; dba Foa & Son International Insurance Brokers
- Forum Benefits, LLC; dba Palmetto Benefit Management; dba BJF Benefits; dba ABX; dba ABX Healthcare Solutions
- GCG Financial, LLC; dba GCG Financial; dba GCG; dba Axis Benefits Consultants; dba Axis Employer Insurance Services; dba Trans Service Insurance Agency; dba Hallberg Commercial Insurers; dba Hallberg Insurance Network HCl; dba Aper Services
- GCG Risk Management Consultants, LLC
- GLB Insurance Group of Nevada, an Alera Group Agency, LLC; dba George L Brown Insurance Agency; dba Atkin & Prater; dba Harley Harmon Insurance Agency; dba McEvelly Benefits; dba Makro Enterprises; dba Managed Pay
- Granite Group Benefits, an Alera Group Agency, LLC; dba Granite Group Benefits
- Greenhill Underwriting Insurance Services LLC; Greenhill Insurance Services, LLC
- Group Benefits, LLC
- Group Services, LLC
- Hampson-Mowrer Agency LLC; dba Hampson-Mowrer-Kreitz Insurance; dba HMK Insurance; dba Mid-Atlantic Craft Beverage Insurance
- Haylor, Freyer & Coon Inc
- Haylor, Freyer & Coon, Inc DBA Don Marsh Agency
- HP Planning, LLC; dba Creative Benefit Planning; dba CBP; dba Beacon Retiree Benefits Group; dba Beacon Financial Group; dba Beacon Benefits Group; dba Aisling Partners Insurance Brokerage; dba Benefit Planning Services; dba Lively Insurance; dba Ideal Benefits Group; dba Broad Reach Benefits; dba J D Moschitto & Associates; dba JDM Benefits
- Heritage Risk Management, an Alera Group Agency, LLC; dba Heritage Risk Management, dba Heritage-RM; dba NCW Risk Management; dba Sanford & Tatum; dba Sanford & Tatum Risk Management; dba Roy Neal Aviation; dba Roy Neal Aviation Risk Management; Sanford & Tatum, an Alera Group Company; NCW, an Alera Group Company; Roy Neal, an Alera Group Company
- Heist Insurance Agency, an Alera Group Company, LLC formerly THH, an Alera Group Insurance Agency, LLC, DBA Heist Insurance Agency
- InGroup Associates, LLC; dba InGroup Associates
- iiPros Services Insurance Agency, LLC
- iPros Services Insurance Agency, LLC DBA Team Alvarez Insurance Services
- JA Counter & Associates Inc.; dba JA Counter
- J.B. Capital LLC
- JN Financial LLC
- Kaercher Insurance, An Alera Group Agency, LLC; dba Kaercher Insurance; dba Sundance Insurance; dba Loretz Insurance



ADDITIONAL REMARKS SCHEDULE

Insured Callahan Risk & Insurance Services, Inc.	Insured Alera Group Holdings, Inc.
Policy Number See Page 1	
Insurer See Page 1	Effective Date: 12/30/2023 to 12/30/2024

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form .
Form Number: ACORD 2 Form Title: Certificate On Liability Insurance

Additional Named Insured End To Include:

- Landmark Benefits, An Alera Group Agency, LLC; dba Landmark Benefits Insurance Agency
- Lighthouse Group an Alera Group Agency LLC; DBA Lighthouse Insurance Group; DBA Lighthouse Group; DBA Lighthouse Benefits Group; DBA Lighthouse Financial Services Group; dba Lighthouse Financial Services; dba Lighthouse Group of Michigan; dba Lighthouse Group of Western Michigan; dba Bylsma Nederveld Agency; dba Craig G Graves & Company; dba Lake Agency; dba Lake Agency, A Lighthouse Company; dba Marvin Okun Agency; dba Marvin Okun Agency, A Lighthouse Company; dba Gales Agency; dba West Michigan Insurance Agency
- Lumity Inc.
- Menath Insurance, an Alera Group Agency, LLC; dba Menath Insurance; dba Integrated Insurance; dba Sierra Professional Mabuhay; dba A to Z Insurance Services; dba Superior West Insurance Services
- Morris and Boyle, an Alera Insurance Agency, LLC; dba Morris and Boyle
- New England Employee Benefits Company, an Alera Group Agency, LLC; dba New England Employee Benefits Company; dba NEEBCo
- Orion Risk Management Insurance Services, An Alera Group Insurance Agency, LLC; dba Orion Risk Management; dba Orion Insurance Services; dba OCS; dba The Brokerage Commercial Insurance Services
- Pentra LLC; dba Integrated Benefit Services; dba Sommerset Benefits; dba HealthFirst; dba Somerset Capital Advisors; dba VantagePoint Holdings dba VantagePoint Benefit Strategies; dba VantagePoint HR;
- Perspective Financial Group; dba Perspective Financial; dba Perspective; dba Alera Group Philadelphia; dba HR inTune
- Phalanx Healthcare Solutions LLC
- Professional Risk, An Alera Group Agency, LLC
- Propel Insurance Agency LLC; dba Propel Insurance; dba Cate-Russell Insurance; dba The Beck Agency;
- Propel Insurance Agency, LLC dba Jowers-Sklar Insurance
- Propel Insurance Agency Holdings LLC
- Propel Insurance Intermediate, LLC
- PWA Insurance Services, LLC; dba PWA Insurance Services; dba PWA; dba Point West Administrators
- Reaume Insurance Solutions, an Alera Agency, LLC
- Related Risk, an Alera Insurance Agency, LLC; dba Related Risk; dba Related; dba Related Risk Management & Compliance
- RCP, Alera Group, LLC
- Rick Young Insurance Services, LLC
- Rick Young Insurance Services LLC DBA Acho & Associates
- Robert G. Relph Agency, Inc.; dba Flexible Benefits System Inc.; dba Relph Benefit Advisors; dba HR Benefit Advisors Ltd.; dba Paradigm Benefits
- Sage Benefit Advisors, an Alera Group Agency, LLC; dba Medicare Upgrades; Sage Benefit Advisors, an Alera Group Agency, LLC DBA Insurance Benefits by Design
- SDS Management, an Alera Insurance Agency, LLC; dba Related Risk; dba Related; dba Related Risk Management & Compliance
- Shirazi Benefits LLC; dba Shirazi & Associates; dba Hossein S. Shrazi
- Shirazi-Miller Benefits, LLC; dba T.D. Miller
- Shomer Insurance Services, an Alera Group Agency, LLC; dba Shomer Insurance; dba Shomer
- Silberstein Insurance Group, LLC; dba SIG; dba Advance Benefit Strategies; DBA ABSI; dba Frank N. Lotman, FNL Insurance
- Simkiss & Block, an Alera Group Agency, LLC; DBA Simkiss & Block
- Spring Consulting Group, An Alera Group Agency, LLC ; dba Spring Insurance Group LLC
- Sylvia Group, an Alera Group Agency, LLC; dba Gordon Atlantic Insurance; dba Gordon Insurance; dba Atlantic Insurance; dba Atlantic Advisors dba Sylvia Group, Dba Sylvia & Company Insurance Agency
- The Ascent Group LLC
- The Firm, An Alera Group Agency, LLC; dba The Firm; dba Firm
- The Insurance Alliance Network Inc.; dba TIACP; dba The Insurance Alliance; dba The Alliance; dba The Insurance Alliance of Central Pennsylvania
- THH, an Alera Group Insurance Agency, LLC; dba Heist Insurance Agency; Heist Insurance Agency, an Alera Group Company, LLC
- Tippett Moorhead & Haden, An Alera Group Agency, LLC; dba TMH
- Todd Associates an Alera Group Agency LLC dba Todd Associates
- TriSure
- TRUEbenefits, LLC; dba McDonald Rogers Benefits; dba Macrobenefts
- Virtus Benefits, LLC
- W&G Insurance, and Alera Group Agency LLC; dba Webber and Grinnell
- Webber and Grinnell Insurance Agency Inc.; dba Webber and Grinnell Employee Benefits LLC
- West Texas Insurance Exchange Inc, A Texas Corporation; dba WTIE
- Wharton Business Group LLC; dba Wharton Business Group; dba WBG
- Whipple & Company, An Alera Group Agency, LLC
- Wilson Albers, An Alera Group Agency, LLC; dba The Wilson Agency; dba Albers & Company; dba Alera ConnectHR; dba Mueneh Financial; dba DAI Financial
- Zinn Insurance LLC; dba Zinn Insurance



62 MLC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
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) 271-2069

October 26, 2021

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) and the New Hampshire Department of Employment Security (NHES) to enter into a contract with Alera Group of Delaware (Vendor No. 377694), for an amount not to exceed \$1,924,230.00 for Consulting and Actuarial Services for the Granite State Paid Family Leave Plan. The term shall be effective upon Governor and Council approval and ending on December 31, 2024 with the option to extend for two (2) additional one-year extension terms. 100% General Funds.

Funds are available in the following account for Fiscal Years 2022 and 2023 and are anticipated to be available in Fiscal Year 2024 and 2025, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

01-14-14-14XX10-NEWXXXX GRANITE STATE PAID FAMILY LEAVE PLAN

Class	Description	FY22	FY23	FY24	FY25	Total
102-500731	Contracts for Program Services	\$641,410	\$641,410	\$320,705	\$320,705	\$1,924,230

EXPLANATION

The Granite State Paid Family Leave Plan

DAS and NHES are working in partnership to implement the Granite State Paid Family Leave Plan (Paid Family Leave Plan) that was established in House Bill 2 (Chapter 91, Laws of 2021). The Granite State Paid Family Leave Plan provides participating NH workers with paid family and medical leave insurance coverage at 60% of their average weekly wage for up to six (6) weeks for specific leaves of absence from the work place associated with the birth of a child, placement of a child for adoption or fostering, a serious health condition of a family member, and a qualifying exigency arising from foreign deployment with the armed services or caring for a service member with a serious injury or illness as permitted under the federal Family and Medical Leave Act (FMLA).

The law requires DAS to purchase paid family leave insurance (PFLI) for state workers as a means to create a PFLI market in NH. For other public and private sector employers and employees, participation in the plan is voluntary. Large employers with 50 or more employees may choose to participate in the plan in which case they will contract with the insurance carrier(s) directly. Individuals whose employers do not opt into the plan as well as small employers may participate in the plan by enrolling indirectly with the carrier through a purchasing pool administered by NHES. The plan provides for a business enterprise tax credit in the amount of 50% of the PFLI premium paid by the employer. Employers can choose how to structure premium costs by paying the full premium cost or by passing all or part of the cost along to their employees. Employers also may determine the manner in which the Granite State Paid Family Leave Plan coordinates with their leave policies and/or the federal FMLA.

The law also creates an individual purchasing pool that allows individuals whose employers decline to participate in the plan to purchase PFLI by making payments into a FMLI Premium fund administered by NHES. Small employers (< 50 employees) can also participate in the plan by making premium payments into the fund. The law also establishes an FMLI Premium Stabilization Trust Fund to be administered by NHES into which the premium taxes on FMLI are deposited to create a premium stabilization reserve so that the rates paid by individual participants in the individual purchasing pool do not exceed \$5 per week.

RSA 21-I:107 and RSA 282-B:8 contain identical provisions to fund the Granite State Paid Family Leave Plan. Each provision states that "[t]he state treasurer shall transfer funds from the general fund to the [department of administrative services/department of employment security] for the payment of the administrative and implementation costs associated with this chapter." For ease of contract administration and payment of the contractor invoices, the costs of this contract if approved will be administered in the above referenced account established at DAS.

DAS and NHES are jointly responsible for an outreach plan to employers and eligible individuals to promote the benefits of the Granite State Paid Family Leave Plan.

The law also contains provisions requiring DAS and NHES to work with a newly created Advisory Board on a quarterly basis and to issue annual reports. Under the law, DAS and NHES must issue Requests for Proposal for the insurance carrier and outreach and marketing services by March 31, 2022 with program implementation by January 1, 2023.

Finally, the law also authorizes DAS to retain a consulting actuary and benefit consultant and authorizes changes to the initial benefit structure as defined in the law with the approval of the Governor and Executive Council and the legislative Fiscal Committee. The Governor and Executive Council will also consider for approval a contract for PFLI and a contract with a marketing and outreach vendor.

Procurement for Consulting and Actuarial Services

DAS and NHES, through the DAS Bureau of Purchase and Property, issued a request for proposal (RFP) for consulting and actuarial services on August 20, 2021 with responses due on September 24, 2021. There were three (3) compliant responses received.

All bids were evaluated by a Technical Review Committee and by a Financial Review Committee. The Technical Review Committee included the following members: Richard Lavers, Deputy Commissioner of NHES; Catherine Keane, Deputy Commissioner of DAS; Lorrie Rudis, DAS Director of the Division of Personnel; Joyce Pitman, DAS Director of the Division of Risk and Benefits (Risk); Margaret Blacker, DAS Deputy Director of Risk; and Laura Holmes, DAS Project Manager. After consideration, the Technical Review Committee scored Alera's technical proposal as the highest of the three bidders.

Subsequently, the Financial Review Committee that included Richard Lavers; Catherine Keane; Gary Lunetta, the DAS Director of the Division of Procurement and Support Services; and Ryan Aubert, DAS Purchasing Agent, reviewed the financial proposals. Under the financial scoring methodology included in the RFP, the lowest cost proposal received 100% of the 50 points allocated to the financial score; all other financial proposals were scored on a sliding scale and were reduced by two (2) points for every percentage point they were higher than the lowest cost proposal. Alera submitted the lowest cost proposal and was awarded 50 points for its financial score.

Having received the highest scores for its technical and financial proposals, DAS and NHES notified Alera that it was the highest scoring bidder and entered into contract negotiations with Alera. After negotiation, Alera agreed to reduce its total contract price by 15% or \$339,000.

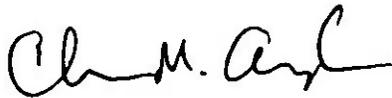
DAS and NHES propose entering into a contract with Alera Group to provide Consulting and Actuarial Services for the Granite State Paid Family Leave Plan. Alera Group will conduct a comprehensive review and analysis of the Granite State Paid Family Leave Plan, including an actuarial review of the purchasing pool and the stabilization fund. Additionally, Alera Group will review and provide written recommendations, in consultation with DAS and NHES, on how to best design and implement the Plan and its initial benefit structure in compliance with the provisions of HB 2 and its referenced RSAs

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 26, 2021
Page 4 of 4

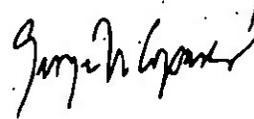
and all other applicable state and federal laws. Alera will also draft the RFPs for the insurance carrier and the marketing and outreach vendor, and support DAS and NHES with all responsibilities related to annual reporting and working with the statutorily required Advisory Board.

Based on the foregoing, we respectfully recommend approval of the contract with Alera Group.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner
Department of Administrative Services



George N. Copadis
Commissioner
NH Department of Employment Security

State of New Hampshire
Overall Results
Granite State Paid Family Leave Plan
RFP # 2496-22

Category	Allocated Points	Deloitte	Segal	Alera Group
General Information about the Bidder's Firm	5	5	5	5
Public Sector Experience	10	10	10	10
Experience Providing Required Services	20	14.33	15.6	16.8
Professional Staffing	10	8.2	8.6	9.2
Client References	3	2	2.2	2.66
Performance Guarantees	2	0	2	2
Technical Score Total	50	40	43	46
Financial Score Total	50	32.04	0	50
Overall Score	100	72.04	43	96
Total Rank		[3]	[2]	[1]

**NH GRANITE STATE PAID FAMILY LEAVE PLAN
CONSULTING AND ACTUARIAL SERVICES AGREEMENT
BETWEEN THE STATE OF NEW HAMPSHIRE AND
ALERA GROUP, INC.**

TABLE OF CONTENTS

GENERAL PROVISIONS

EXHIBIT A: SPECIAL PROVISIONS

EXHIBIT B: SCOPE OF SERVICES

- Section 1 Introduction
- Section 2 Term of Contract
- Section 3 Contract Termination
- Section 4 Transition upon Contract Termination or Expiration
- Section 5 Dedicated Professional Account Team
- Section 6 NH Granite State Paid Family Leave Plan Consulting and Actuarial Services
- Section 7 Timeline
- Section 8 Changes in State or Federal Law
- Section 9 Additional Requirements
- Section 10 Required Protection of Confidential Information and Data Security

EXHIBIT C: PRICE & METHOD OF PAYMENT

- Section 1 Contract Price
- Section 2 Pricing Structure
- Section 3 Invoicing and Payment
- Section 4 Performance Guarantees

EXHIBIT D: INCORPORATION OF CONTRACTOR RFP RESPONSE AND ATTACHMENTS

APPENDICES

- Appendix A: Sample Change Order Request Form
- Appendix B: Required Protection of Confidential Information and Data Security
- Appendix C: Business Associate Agreement

FORM NUMBER P-37 (version 12/11/2019)

SUBJECT: NH GRANITE STATE PAID FAMILY LEAVE PLAN CONSULTING AND ACTUARIAL SERVICES AGREEMENT

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

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property and NH Employment Security		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Alera Group, Inc.		1.4 Contractor Address 30 Federal Street, 4 th Floor Boston, MA 02110	
1.5 Contractor Phone Number 508-621-6909	1.6 Account Number Multiple	1.7 Completion Date December 31, 2024	1.8 Price Limitation <u>\$1,924,230.00</u>
1.9 Contracting Officer for State Agency Gary Lunetta Director of Procurement and Support Services		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 10/19/2021		1.12 Name and Title of Contractor Signatory Karen T. English Senior Vice President	
1.13 State Agency Signature Date:  10-25-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/27/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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

There are no special provisions of this contract.

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

A. Alera Group, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), acting by and through the Department of Administrative Services (DAS) jointly together with the New Hampshire Department of Employment Security (NHES), with Consulting and Actuarial Services for the NH Granite State Paid Family Leave Plan in accordance with this Agreement and the proposal submission in response to State Request for Proposal #2496-22 which is incorporated by reference.

2. TERM OF CONTRACT

- A. The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter for a period of approximately three (3) years, unless extended for additional terms.
- B. The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure subject to the approval of the Governor and Executive Council.

3. CONTRACT TERMINATION

A. The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

4. TRANSITION UPON CONTRACT TERMINATION OR EXPIRATION

A. The Contractor shall, to the greatest extent possible, cooperate with the State in executing all necessary actions to facilitate a smooth and orderly transition including without limitation on knowledge transfer and the delivery of any and all materials, records, data, reports, or other items related thereto as directed by the State. If deemed necessary by the State, upon approval from the Governor and Executive Council, the parties may execute a contract to ensure there is no lapse or decline of service at the start of any subsequent consulting contract.

5. Dedicated Professional Account Team

A. Contractor shall provide a dedicated professional account team to proactively implement the State account, as well as provide effective on-going account project management. The State shall have a designated Lead Consultant, Consultant Actuary and other professional and support staff as needed for routine meetings/calls on an as needed basis as determined by the State. The State will make all reasonable attempts to provide advance notice when requesting the attendance of the Lead Consultant and Consultant Actuary on site.

1. **Lead Consultant:** The Contractor shall assign a dedicated Lead Consultant who will serve as the primary contact for the services outlined in this Agreement as well as be responsible for the day-to-day client relationship. The Lead Consultant shall possess the highest level of technical knowledge about FMLA, disability insurance and leave management consulting. The Lead Consultant will attend onsite meetings as

required by the State. The Lead Consultant shall be required, on occasion, to testify in person before legislative and administrative bodies.

2. **Consulting Actuary:** The Contractor shall also assign a dedicated Consulting Actuary who will assist the Lead Consultant by serving as the primary point of contact for the actuarial services outlined in this Agreement as agreed upon between the State and the Contractor. The Consulting Actuary shall be able to discuss actuarial theory, the basis for assumptions, and all other actuarial matters in language that is easily understood by the targeted audiences. The Lead Actuary will attend onsite meetings as required by the State. The Consulting Actuary shall be required, on occasion, to testify in person before legislative and administrative bodies.
3. **Consistent Staffing:** The dedicated Lead Consultant and the Consulting Actuary shall be assigned to the State and remain assigned to the State for the term of this Agreement, unless the State agrees in writing to modify the assignment. If the designated Lead Consultant and/or the Consulting Actuary leaves the Contractor's employment during the term of this Agreement, the State shall be notified immediately upon notice of departure. The Contractor shall submit the replacement name(s) and credentials for approval by the State prior to working in their new roles. The State reserves the option to meet the recommended replacement(s) prior to approving their assignment to the State.
4. **Other Professional and Support Staff:** The State recognizes that it is necessary for the Lead Consultant and the Consulting Actuary to receive assistance from other professional and support staff and resources to accomplish all of the services outlined in this Agreement. The Contractor shall provide the State with the names, titles, duties, experience, and applicable credentials of all professional and support staff who work on the State's business. The State reserves the right to approve all professional and support staff as well as request different staff at any time during the term of this contract if service expectations are not met.
5. 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 Lead Staff members from the State account due to unacceptable job performance.
6. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

6. NH Granite State Paid Family Leave Plan Consulting and Actuarial Services

- A. The Contractor shall provide written recommendations on the structure, design, development, implementation, funding mechanisms, marketing and outreach, and required reporting of the Granite State Paid Family Leave Program (known herein as PFMLI) and its components: 1) PFMLI Plan for State Employees, 2) PFMLI Plan for Large Employers, and 3) PFMLI Plan for Small Employers and Individuals as follows:
 1. Provide consultation services to the State on how best to operationalize the plan including, but not be limited to, the following topics:

- i. Plan eligibility determination and enrollment procedures, open enrollment period(s) and processes, entry points, minimum participation requirements, tenure, waiting and elimination periods, and minimum duration thresholds under the PFMLI Plan;
 - ii. Transmission of enrollment, eligibility, and employee wage data;
 - iii. Leave administration and coordination (for State Employee Plan);
 - iv. Claims processing, base pay determinations and benefit calculations, benefit payment systems, employer and claimant communications related to claims, and appeal process;
 - v. Premium calculations, billing and collection of premiums from employers and/or individuals, transmission of premium payments, calculation of penalties and grace periods on late payments of premiums, and termination process for non-payment;
 - vi. Quality assurance and internal controls, fraud prevention;
 - vii. Evaluation of adverse selection and anti-selection and recommendations to address;
 - viii. Assist the State with plan development and identification of barriers to success;
 - ix. Any other relevant processes and mechanisms identified as necessary to implement the NH Granite State Paid Family Leave Program.
2. Provide written recommendations for clarifications, improvements or changes to all aspects of the law establishing the Granite State Paid Family Leave Plan and its initial benefit and financing structure.
 3. Draft an RFP, in cooperation with the State, to procure for a contract(s) with an insurance carrier or carriers for the implementation of the Granite State Paid Family Leave Plan for the State of New Hampshire.
 - i. The Contractor shall comply with applicable State of NH Purchasing Rules and provide support to the State in all stages of the procurement process;
 - ii. The Contractor shall draft requirements based on its research of current industry trends and best practices, and its experience and expertise gained from servicing other similarly situated employers/clients;
 - iii. The Contractor shall assist the State with the evaluation and scoring of the financial and technical components of all bids, and provide a written summary of their analysis.
 - iv. The Contractor will provide recommendations on the term of the contract.
 4. Provide written recommendations for the design and implementation of the Granite State Paid Family Leave Plan funding mechanisms, risk pool, and rates, based upon and including an actuarial analysis of the Small Employers and Individual Plan financing, and the coordination of the PFMLI Premium Fund and the PFMLI Premium Stabilization Trust Fund and its funding sources, including taxes on premiums, business tax incentives, and other sources.

5. Provide written recommendations for each Plan component as to the best methods for recordkeeping and administration, employers' administrative responsibilities in handling payroll deductions and other payment remittance mechanisms, communicating with participants regarding their benefits, implementing enrollment and opt-out procedures, determining employer and employee contribution amounts, and employer tax credit reporting.
6. Provide written recommendations for the utilization of a consolidated web-based platform, mobile application, and other alternatives, for the administration of the processes and mechanisms necessary to implement the Granite State Paid Family Leave Plan.
7. Draft an RFP to procure a marketing and outreach contractor. The RFP shall include, but not be limited to, the following topics:
 - i. Development of an outreach and marketing program for employee and employer awareness across multiple mediums, and website development and/or other alternative mechanisms, as applicable;
 - ii. Education of all targeted populations regarding all aspects of the PFMLI program;
 - iii. Applicability of the Plan's benefits when considering employer leave programs; and
 - iv. Strategies to increase participation by employers and individuals;
 - v. Articulated, explained and justified metrics to assess outreach effectiveness amongst employers as well as individuals.
8. Conduct a monthly analysis of the PFMLI program and provide a written report to the State, including any and all metrics and data points as required by the State.
9. Provide written recommendations for the development of an annual report that describes the progress in carrying out the Plan and provides recommendations for improving the rate of PFMLI coverage of employees in the state and for more fully achieving the purposes and policy goals of the Program. The Contractor will provide recommendations for the collection and reporting of metrics for the annual report. The Contractor shall draft the annual report and work with the State on refining and finalizing the report for submission to the Governor, Senate President and Speaker of the House.
10. Support the State with their quarterly requirement to work with the Family and Medical Leave Insurance Advisory Board and shall prepare all reports required for Advisory Board meetings. The Contractor shall attend Advisory Board meetings in person or remotely as required by the State.
11. Assist the State in the development of annual budgets to support all aspects of development and implementation and operation of the plan according to timeframes required by the DAS Budget Office and the transfer of general funds.
12. Comply with all timelines and support the State in complying with the statutory requirement to release Requests for Proposals no later than March 31, 2021 and to implement the Program by January 1, 2022.

7. Timeline

A. The Contractor shall comply with the State's required timeline.

8. Changes in State or Federal Law

A. In the event of changes in state or federal law the Contractor's responsibilities shall extend to analysis of the impact of such changes in state or federal law on implementation of paid family leave in the state of New Hampshire.

9. Additional Requirements

A. The Contractor shall attend a kick-off meeting with the State on the afternoon of the Governor and Executive Council meeting during which this contract is considered.

B. The Contractor will provide project management in coordination with the State project manager, to include but not be limited to project work planning, facilitating project management meetings, reporting on project status, project budgeting and contract management, risk management, and project communication.

10. Required Protection of Confidential Information and Data Security

A. The Contractor shall comply with the Required Protection of Confidential Information and Data Security, Appendix B, which is part of this Agreement.

EXHIBIT C

PRICE AND METHOD OF PAYMENT

1. CONTRACT PRICE

A. The Contractor hereby agrees to provide Consulting and Actuarial Services for the NH Granite State Paid Family Leave Plan in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,924,230.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

A. Fixed Fee Schedule

1. The following schedule provides the Contractor's guaranteed flat fee based price for each service as detailed in Exhibit B for the term of the contract ("contract price"). The fees provided herein shall equal the total maximum amount the State shall be invoiced on an annual basis for each service provided. The State shall not pay any expenses or additional fees presented by the Contractor over and above the fees outlined herein.
2. Notwithstanding the above, the State reserves the right to re-allocate fees associated with the specific services as necessary during the contract term by a written change order (Appendix A). A change order shall be defined as the document used to propose and accept changes to the scope of work of a project. Upon receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact to cost (e.g., increase or decrease). Change Order(s) shall be requested and approved in advance by the Director of Procurement and Support Services of the Department of Administrative Services. No oral order or conduct by the State shall constitute a change order unless confirmed in writing by the State.

Project/Service	Year One	Year Two	Year Three
Deliverables per Section III: Scope of Services and Contract Terms			
Written recommendations for how best to operationalize PFML and implementation assistance	\$34,650	\$15,400	\$11,550
Written recommendations for Plan Improvements and implementation assistance	\$34,650	\$15,400	\$11,550
Written RFP for Commercial Insurance Carrier and implementation assistance	\$53,900	\$0	\$0

Written recommendations for funding mechanisms, risk pools and rates and implementation assistance	\$61,600	\$46,200	\$30,800
Written recommendations for recordkeeping and administration and implementation assistance	\$40,425	\$23,100	\$15,400
Written recommendation for web-based platform or other communication tools and implementation assistance	\$23,100	\$7,700	\$5,775
Written RFP for Outreach and Marketing Firm and implementation assistance	\$53,900	\$0	\$0
Annual Totals	\$302,225	\$107,800	\$75,075

B. Variable Fee Schedule

1. The following rate schedule provides the Contractor's rates for additional consulting services as outlined herein. Prior to the commencement of any consulting services for the project areas listed, the State shall provide the Contractor with a detailed scope of work. Upon receipt, the Contractor shall submit a price quote to the State for the project(s) detailing the total amount of staff hours and hourly rate (in accordance with the rate schedule below) including a not to exceed dollar amount. The price quote(s) shall be submitted to the Contracting Officer, as set forth in Section 1.9 of the form P-37, for approval by the State.
2. Notwithstanding the above, the State reserves the right to request changes or revisions to the scope of the project at any time during the contract by a written Change Order (see Appendix A). A change order shall be defined as the document used to propose and accept changes to the scope of work of projects. Upon receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact to cost (e.g., increase or decrease). Change Order(s) shall be requested and approved in advance by the Director of Procurement and Support Services of the Department of Administrative Services. No oral order or conduct by the State shall constitute a change order unless confirmed in writing by the State.

Project/Service	Estimated Hours Required	Year One	Estimated Hours Required	Year Two	Estimated Hours Required	Year Three
Attendance at Governor and Council, Fiscal Committee or other legislative or administrative meetings and hearings	120	\$46,200	120	\$46,200	120	\$46,200
Monthly Program Analysis and Consulting	800	\$308,000	600	\$231,000	400	\$154,000

Project/Service	Estimated Hours Required	Year One	Estimated Hours Required	Year Two	Estimated Hours Required	Year Three
Family and Medical Leave Insurance Advisory Board Support and Documentation	120	\$46,200	120	\$46,200	120	\$46,200
Coordination of Leaves for the State as the employer	250	\$96,250	200	\$77,000	150	\$57,750
Other General Consulting	600	\$231,000	500	\$192,500	400	\$154,000
Annual Totals		\$727,650		\$592,900		\$458,150

C. Hourly Rates

Staff Position	Not to Exceed Rate Per Hour
Lead Consultant	\$385
Senior Consultant	\$385
Research Director	\$385
Marketing Director	\$385
Consultant	\$385
Analyst	\$385
P&C Actuary	\$385
Lead Actuary	\$385
Benefits Actuary	\$385
Actuarial Analyst	\$385

3. INVOICING AND PAYMENT

- A. The Contractor shall send to the State a monthly invoice for consulting services performed. The Contractor shall invoice the State no later than the end of the following month. For example, the Contractor will invoice the State for January 2022 consulting services no later than February 28, 2022. The invoice shall include detailed backup for both fixed and variable fees including dates, description of the service charges, the category, the amount of time spent, and the position title and name of the employee(s) who performed the general consulting work.
- B. Invoices shall reflect an additional 15% discount for all fixed and variable fees as a separate line item.

C. The State shall pay the Contractor by ACH transfer within 30 days from the date of State's receipt of each invoice. If the State disputes any item on any invoice, the State shall pay the invoice in full and shall notify the Contractor, in writing, of the specific reason and amount of any dispute. The Contractor and the State shall work together, in good faith, to resolve any dispute as soon as reasonably practicable. The following link is to be used to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

4. PERFORMANCE GUARANTEES

- A. Results for the Performance Guarantees shall be measured and reported annually by the Contractor with input from the State, as needed, within 60 calendar days following the end of each calendar year of the Agreement. Any penalties due to the State will be remitted on a separate check, and not as an invoice credit, no later than 30 days after Performance Guarantee results are reported to the State.
- B. The Contractor's annual amount at risk will adjust each year.

Year 1: \$50,000
Year 2: \$30,000
Year 3: \$15,000

	Standard	Percentage at Risk
Accuracy of Deliverables	All materials, presentations, training guides, documents provided to the State will be accurate	20%
Meeting Deadlines	All deliverables are completed in their final form and presented to the State on or before the completion date(s) as listed herein	20%
Response Time for Returned calls	Calls from the State will be returned within four (4) business hours 95% of the time	10%
Invoicing	Invoices delivered to the State in accordance with Exhibit C	10%
Consistent Staffing	Account team members will remain constant for at least the first 18 months of the contract period excluding changes due to terminations and promotions	20%

	Standard	Percentage at Risk
Implementation Team Turnover	Implementation team members will not change and will be responsible for accurate installation of all administrative and financial parameters described in this Agreement	10%
Continuity of Business	Vendor management throughout all contracts from implementation through transition to new vendor ensuring continuity of business with minimal to no disruption	10%

EXHIBIT D

INCORPORATION OF CONTRACTOR RFP RESPONSE AND ATTACHMENTS

1. State of New Hampshire RFP for Granite State Paid Family Leave Plan Consulting and Actuarial Services, dated 8/20/2021, to include all addenda, and Alera Group Inc's (dba Spring Consulting Group) response thereto, dated 9/24/2021, is incorporated herein by reference. In the event there is a conflict between this Agreement and the RFP response, the terms of this Agreement shall control.

Appendix A

SAMPLE CHANGE ORDER REQUEST FORM

Change Order No. _____
Contract for Consulting Services

State of New Hampshire
Contract for the NH Granite State Paid Family Leave Plan Consulting and Actuarial Services

CHANGE ORDER REQUEST FORM

1. **Requesting Party:**

Name: State of NH
Company:
Telephone #:
Fax #:

Date Submitted:
Date Resubmitted:

2. **Description of Change Order Request:**

3. **Completion Criteria:**

4. **Business Justification:**

5. **Deliverables:**

6. **Financial Impact (if any):**

7. **Impact of Request on Schedule (if any):**

8. **Payment Required (if any):**

The State will be invoiced under the customary procedures.

Date: _____

Authorized Signor for Contractor
Alera Group, Inc.

I have reviewed the change order request and make the following recommendation:

Accept Reject Explanation:

Date: _____

Gary Lunetta, Director of Procurement and Support Services
Contracting Officer for State Agency

Appendix B

Required Protection of Confidential Information and Data Security

In performing its obligations under the Agreement, the 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 the Contractor. The Contractor shall ensure that there is no inappropriate or unauthorized use of State data and/or 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 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 the Contractor shall remain the property of the State and shall at no time become the property of the Contractor unless otherwise explicitly permitted under the Agreement.
- b. The Contractor shall develop and implement policies and procedures to safeguard the confidentiality, integrity and availability of the State's information.
- c. The Contractor shall not use the State's Confidential Information developed, obtained or acquired during the performance of the Agreement, except as is directly connected to and necessary for the Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
- d. In the event the Contractor stores Data and/or Confidential Information, such information shall be encrypted by the Contractor both at rest and in motion.
- e. The 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. The Contractor shall at all times (and shall ensure that any subcontractors or related entities, including without limitation any on premise or cloud storage providers) use proper controls to secure the storage of, limit access to, and render unreadable prior to discarding, all records containing the State's Confidential Information. The Contractor shall not store or transfer Confidential Information (or allow transfer of Confidential Information by a subcontractor or other storage service provider) collected in connection with the services rendered under this Agreement outside of North America. This includes backup data, on premise or cloud storage and disaster recovery locations.

4. Breach Notification.

- a. The Contractor shall notify the State of any security breach, or potential breach of the 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. The 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 the Contractor.
 - c. Full disclosure of the security breach or potential breach of the 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. The 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, the 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 the Contractor's liability as set forth elsewhere in the Agreement, if the 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 the 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 the Contractor's insurance obligations as set forth in the form contract P-37, the 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 the Contractor maintains State Data or Confidential Information.

7. **Data Recovery.** The 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. The 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, the Contractor shall:
 - a. Return or destroy the Data or Confidential Information the 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. The 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 the Contractor to return or destroy portions of such confidential data or information in its possession, the 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.** The 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.** The 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.

Appendix C

Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

Note: Below is the State's current Business Associate Agreement (BAA). The Selected Bidder will be required to sign the State's BAA when executing the contract.

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

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

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

3. Information Safeguards

- a. Privacy of Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- b. Security of Covered Entity's Electronic Protected Health Information. Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf.
- c. No Transfer of PHI outside United States. Business Associate will not transfer PHI outside the United States without the prior written consent of the Covered Entity. In this context a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to, store, copy or disclose PHI.
- d. Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard PHI created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such PHI.
- 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 an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to a request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164.528:
 - iii. Disclosure Tracking. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under 45 CFR 164.528(a)(1).
 - iv. Disclosure Information. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations § 164.502(a)(2)(ii) or § 164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.
 - v. Repetitive Disclosures. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.
 - vi. Exceptions from Disclosure Tracking. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of PHI if Covered Entity need not account for such disclosures under the HIPAA Rules.
 - vii. Disclosure Tracking Time Periods. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 3.j.iii.2 above for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information.

d. Confidential Communications

- i. Business Associate shall respond to an individual's request for a confidential communication as part of Business Associate's normal customer service function.

if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation. If an individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's Subcontractors, Business Associate shall refer individual to Covered Entity. Business Associate assumes no obligation to coordinate any request for a confidential communication of PHI maintained by other business associates of Covered Entity.

- ii. In addition, Business Associate shall assist Covered Entity in responding to requests to it by individuals (or their personal representatives) to invoke a right of confidential communication under the HIPAA Privacy Regulation. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will begin to send all communications of PHI directed to the individual to the identified alternate address so that Covered Entity may meet its access obligations under 45 CFR 164.524.

e. Restrictions

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

6. Breach

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

- b. Business Associate shall report a Breach or a potential Breach to Covered Entity upon discovery of any such incident, Business Associate will treat a Breach or potential Breach as being discovered as of the first day on which such incident is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach or potential Breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:
- 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. Destroy, in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the remaining PHI that Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
 - v. Destroy in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- d. The above provisions shall apply to PHI that is in the possession of any Subcontractors of Business Associate. Further Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed.
- e. Business Associate's obligations under this Section 7.c. shall survive the termination or other conclusion of this Agreement.

8. Covered Entity's Responsibilities

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

9. Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HIPAA Rules as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take action to amend the Agreement as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. Business Associate shall make available all of its internal practices, policies and procedures, books, records and agreements relating to its use and disclosure of Protected Health Information to the United States Department of Health and Human Services as necessary, to determine compliance with the HIPAA Rules and with this Business Associate Agreement.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- e. Severability. If any term or condition of this Business Associate Agreement or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Business Associate Agreement are declared severable.

f. Survival. Provisions in this Business Associate Agreement regarding the use and disclosure of PHI, return or destruction of PHI, confidential communications and restrictions shall survive the termination of the Agreement.

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

The State of New Hampshire
Employee and Retiree Health Benefit
Program

Contractor



Signature of Authorized
Representative

Signature of Authorized Representative

Charles Arliughaus

Karen T. English

Name of Authorized Representative

Name of Authorized Representative
Senior Vice President

Commissioner

Title of Authorized Representative

Title of Authorized Representative

10/25/21

10/19/2021

Date

Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALERA GROUP, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 02, 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: 862062

Certificate Number: 0005445730



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of September A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**OFFICER'S CERTIFICATE
OF
ALERA GROUP, INC.**

I, Peter J. Marathas, Jr., Chief Legal Officer and Secretary of Alera Group, Inc., a Delaware limited liability company (the "Company"), having knowledge and authority to make the certifications set forth herein on behalf of the Company, DO HEREBY CERTIFY the following:

Karen T. English of Alera Group, Inc. is authorized to sign all necessary documents as relates to the NH Granite State Paid Family Leave Plan Consulting and Actuarial Services Agreement.

IN WITNESS WHEREOF, this certificate has been subscribed this 19th day of October, 2021, by the undersigned who affirms that the statements made herein are true and correct.

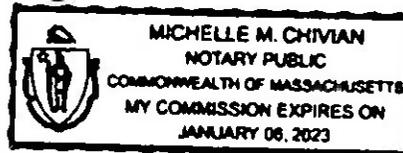


Name: Peter J. Marathas

Title: Chief Legal Officer, Secretary



10/19/2021





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMK Insurance 54 South Commerce Way Suite 150 Bethlehem PA 18017		CONTACT NAME: PHONE (A/C, No, Ext): (810) 888-8507 FAX (A/C, No): (810) 888-7604 E-MAIL ADDRESS:																						
INSURED Alera Group Holdings Inc Alera Group Inc Three Parkway North, Suite 500 Deerfield IL 60015		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Ind Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Prop Cas Co of Amer.</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td>Firemans Fund Insurance Co</td> <td>21873</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Charter Oak Fire Insurance Co	25615	INSURER B:	Travelers Ind Co of CT	25682	INSURER C:	Travelers Prop Cas Co of Amer.	25674	INSURER D:	Firemans Fund Insurance Co	21873	INSURER E:			INSURER F:		
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INSURER D:	Firemans Fund Insurance Co	21873																						
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 20gl/auto/umb/twc REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y-830-0J529217-COF-20	12/30/2020	12/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA-1L506019-20-14-G	12/30/2020	12/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP-3P500520-20-14	12/30/2020	12/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-0J545764-20-14-E	12/30/2020	12/30/2021	<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	EXCESS LIABILITY over Umbrella Policy #CUP-3P500520-20-14.		USL008539202	12/30/2020	12/30/2021	Each Occurrence Limit: \$20,000,000 Policy Aggregate Limit: \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Bureau of Purchase and Propert 25 Capitol Street, Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Additional Named Insureds

Other Named Insureds

Alera Group Intermediate Holdings Inc

Alera Investment Advisors LLC

A&B Insurance and Financial LLC

AGY Benefits, an Alera Group Agency, LLC

AIA American Insurance Administrators LLC

Alera-ARR Insurance Agency LLC

Alera-Adams McGoldrick Insurance Agency LLC

Ancorp, an Alera Group Agency, LLC

Austin & Co Inc

Avon Dixon, an Alera Group Agency, LLC

Banasky, an Alera Insurance Agency, LLC

Barkley, an Alera Insurance Agency, LLC

Barnes Insurance & Financial Services, an Alera Group Agency, LLC

Beacon Retiree Benefits Group, LLC

Benefit Advisors Network, LLC

Benefit Commerce Group, an Alera Group Agency, LLC

Benefit Plan Strategies, an Alera Group Agency, LLC

Benico Ltd

Boston Benefit Partners, an Alera Group Agency, LLC

Brown and Noyes, LLC

Burnham Benefit Advisors, an Alera Group Agency, LLC

C.M. Smith Agency, LLC

Capital City Benefits & Insurance Services Inc

Centennial Group Benefits & Insurance Services Inc

Champion Benefits, an Alera Group Agency, LLC

Additional Named Insureds

Other Named Insureds

Comprehensive Benefit Administrators, an Alera Group Agency, LLC

Corporate Plans LLC

Coury Health Services LLC

CRISP, an Alera Group Insurance Agency, LLC

CSNW Benefits, an Alera Group Agency, LLC

Davidson Benefits Planning, an Alera Group Agency, LLC

Dickerson Employee Benefits, an Alera Group Agency, LLC

Direct Benefits, an Alera Group Agency, LLC

Distinctive Insurance, an Alera Group Agency, LLC

Dohrmann, an Alera Group Insurance Agency, LLC

Forum Benefits, LLC

GCG Financial, LLC

GCG Risk Management Consultants, LLC

GIB Insurance Group of Nevada, an Alera Group Agency, LLC

Granite Group Benefits, an Alera Group Agency, LLC

Group Benefits, LLC

Group Services, LLC

Hampson-Mowder Agency, LLC

HP Planning, LLC

InGroup Associates, LLC

JA Counter & Associates Inc

Kaercher Insurance, an Alera Group Agency, LLC

Landmark Benefits, an Alera Group Agency, LLC

Lighthouse Group, an Alera Group Agency, LLC

Merata Insurance, an Alera Group Agency, LLC

Additional Named Insureds

Other Named Insureds

Morris and Boyle, an Alera Group Agency, LLC

New England Employee Benefits Company, an Alera Group Agency, LLC

Orion Risk Management Insurance Services, an Alera Group Insurance Agency, LLC

Petra, LLC

Phalanx Healthcare Solutions, LLC

Professional Risk, an Alera Group Agency, LLC

PWA Insurance Services, LLC

RCP, Alera Group, LLC

Robert G Relph Agency, Inc

Sage Benefit Advisors, an Alera Group Agency, LLC

SBS Management, an Alera Group Agency, LLC

Shirazi Benefits, LLC

Shirazi-Miller Benefits, LLC

Shomer Insurance Services, an Alera Group Agency, LLC

Silberstein Insurance Group, LLC

Spring Consulting Group, an Alera Group Agency, LLC

Sylvia Group, an Alera Group Agency, LLC

The Firm, an Alera Group Agency, LLC

The Insurance Alliance Network Inc

Tippett Moorhead & Haden, an Alera Group Agency, LLC

Todd Associates, an Alera Group Agency, LLC

TRUEbenefits, LLC

Victus Benefits, LLC

West Texas Insurance Exchange Inc, a Texas Corporation

Whipple & Company, an Alera Group Agency, LLC

Wilson Albers, an Alera Group Agency, LLC

Zinn Insurance, LLC