STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH

Lori A. Weaver
Commissioner

Iain N. Watt
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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June 24, 2026

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **Sole Source** amendment to an existing contract**,** which was originally competitively bid, with AE Insurance, LLC (VC #334546), Chattanooga, TN, to continue providing health insurance premium assistance and medical claims management services for individuals living with human immunodeficiency virus (HIV), by increasing the price limitation by $153,000 from $909,750 to $1,062,750 and extending the completion date from September 30, 2026 to September 30, 2027, effective October 1, 2026, upon Governor and Council approval. 100% Other Funds (Pharmaceutical Rebates).

The original contract was approved by Governor and Council on September 23, 2020, item #24, and amended on August 23, 2023, item #22.

Funds are available in the following account for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-502664	Contracts for Oper Svc	90024600	$112,500	$0	$112,500
2022	103-502664	Contracts for Oper Svc	90024600	$150,000	$0	$150,000
2023	103-502664	Contracts for Oper Svc	90024600	$150,000	$0	$150,000
2024	103-502664	Contracts for Oper Svc	90024602	$153,000	$0	$153,000

2025	103-502664	Contracts for Oper Svc	90024602	$153,000	$0	$153,000
2026	103-502664	Contracts for Oper Svc	90024602	$153,000	$0	$153,000
2027	103-502664	Contracts for Oper Svc	90024602	$38,250	$114,750	$153,000
2028	103-502664	Contracts for Oper Svc	90024602	$0	$38,250	$38,250
			Total	**$909,750**	**$153,000**	**$1,062,750**

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion dates beyond the available renewal options. The amendment also adds funding to provide the Department with adequate time to reprocure services through a competitive bid process without disrupting medical claim payments to insurance and healthcare providers for NH CARE Program clients. The NH CARE Program provides support to income eligible New Hampshire residents living with HIV. This request is necessary to ensure there are no disruptions to NH CARE Program client services while the Department pursues a competitive procurement.

The purpose of this request is for the Contractor to continue to administer insurance benefit and medical claims management services by processing health insurance premiums and medical claims payments to medical providers and insurance carriers who serve NH CARE Program clients. The NH CARE Program receives funding from the U.S. Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program Part B, for payment of insurance premiums, medical care co-pays, co-insurance, and deductibles for outpatient services for eligible individuals.

The Contractor will continue assisting NH CARE Program clients by fostering relationships with health insurance carriers, health care providers, and HIV case managers to facilitate continuity of coverage and resolve health insurance-related issues. Additionally, the Contractor will continue verifying all client insurance information and NH CARE Program eligibility utilizing the Department's CAREWare system. Additionally, the Contractor will continue to monitor, collect, and reconcile NH CARE Program insurance premium and medical claim refunds as a result of overpayment and/or cancellation of coverage.

Approximately 750 to 800 clients will be served through September 30, 2027.

The Department will continue to monitor contracted services through the following performance measures:

- 90% of initial (binding) premium payments are made within five (5) business days of receipt of payment invoice.
- 90% of ongoing monthly premium checks are issued by the twenty-fifth (25^{th}) day of the month prior to the due date.
- Checks are issued within fifteen (15) business days of receipt of documentation for payment for 90% of medical copays and deductibles.

Should the Governor and Council not authorize this request, NH CARE Program clients will not have access to health insurance premium assistance and medical claims management services that ensure access to healthcare and improve health outcomes.

Area served: Statewide.

Respectfully submitted,

for:

Lori A. Weaver
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Insurance Benefit and Medical Claims Management for Clients Living with Human Immunodeficiency Virus contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and AE Insurance, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 23, 2020 (Item #24), as amended on August 23, 2023 (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.7., Completion Date, to read:

   September 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $1,062,750

3. Modify Exhibit A, Revisions to Standard Provisions, by adding Subsection 1.4., to read:

   1.4 Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

   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, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

4. Modify Exhibit C, Payment Terms; Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1 Budget through Exhibit C-9 Budget – Amendment #2.

5. Modify Exhibit C-8 Budget – Amendment #1 by deleting and replacing it in its entirety with Exhibit C-8 Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

6. Add Exhibit C-9 Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective October 1, 2026, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/15/2026
Date

DocuSigned by:
Iain Watt
B778BB63F9704C7...
Name: Iain Watt
Title: Director - DPH

AE Insurance, LLC

7/14/2026
Date

Signed by:
Andrew Hetzler
BB1BCB0350084B0...
Name: Andrew Hetzler
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/15/2026
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Exhibit C-8 Budget - Amendment #2

New Hampshire Department of Health and Human Services	
Contractor Name:	AE Insurance, LLC
Budget Request for:	Insurance Benefit and Medical Claims Management for Clients Living with Human Immunodeficiency Virus
Budget Period	SFY 2027 (July 1, 2026-June 30, 2027)
Indirect Cost Rate (if applicable)	0%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$133,667
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$5,066
6. Travel	$0
7. Software	$12,467
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$1,500
8. (c) Other - Other (specify below)	$0
Other (please specify)	$300
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$153,000
Total Indirect Costs	$0
TOTAL	$153,000

Contractor Initials: Initial AH

Date: 7/8/2026

Exhibit C-9 Budget - Amendment #2

New Hampshire Department of Health and Human Services	
Contractor Name:	AE Insurance, LLC
Budget Request for:	Insurance Benefit and Medical Claims Management for Clients Living with Human Immunodeficiency Virus
Budget Period	SFY 28 (July 1, 2027 - Sept. 30, 2027)
Indirect Cost Rate (if applicable)	0%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$33,417
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,267
6. Travel	$0
7. Software	$3,117
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$375
8. (c) Other - Other (specify below)	$0
Other (please specify)	$75
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$38,250
Total Indirect Costs	$0
TOTAL	$38,250

Contractor Initials: Initial AH

Date: 7/8/2026

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 AE INSURANCE, LLC is a Tennessee Limited Liability Company registered to transact business in New Hampshire on August 20, 2020. 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: **849369**
Certificate Number: **0007918982**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2026.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Parker Newell of AE Insurance, LLC do hereby certify that:

1. I am the Director of Finance of AE Insurance, LLC.
2. That the CEO is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Andrew Hetzler is the duly elected CEO of this company.

3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company. This authorization was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this certificate.

Signed by:
Parker Newell
355C3FBBF3894EA...

6/24/2026

Name: Parker Newell
Date

Title: Director of Finance
Company Name: AE Insurance, LLC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/19/2026

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

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

PRODUCER Marsh & McLennan Agency LLC Liberty Tower, Suite 500 605 Chestnut Street Chattanooga TN 37450	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 423-267-8310 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED AEINSURANC **AE Insurance, LLC** 605 Chestnut Street Suite 1210 Chattanooga TN 37450	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Massachusetts Bay Insurance Company — 22306 **INSURER B :** Hanover Insurance Company — 22292 **INSURER C :** Certain Underwriters at Lloyds — 55555 **INSURER D :** Beazley Excess and Surplus Ins, Inc. — 17520 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1491389429 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ZH5J54773404	6/17/2026	6/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WZ5J54772804	6/17/2026	6/17/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C D	E&O Insurance Agents Misc. Professional Liability Cyber			LL0392PL00002900 LL0392PL00003000 DH426A242401	6/17/2026 6/17/2026 6/17/2026	6/17/2027 6/17/2027 6/17/2027	Limits Limits Limits	$5,000,000 $5,000,000 $5,000,000

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

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-0000

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

PETER J. KAMSE