



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

September 30, 2026

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

## REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk and Benefits to enter into an Agreement with Metropolitan Life Insurance Company, DBA MetLife (VC# 211347) for the State-paid life insurance provided to full-time employees. The Agreement is effective upon Governor and Executive Council approval for a period of five (5) years, from January 1, 2027, through December 31, 2031, with a contract price not to exceed \$804,000 and an option to extend for up to an additional two (2) years, subject to approval from the Governor and Executive Council. Approximately 36% General Funds, 13% Federal Funds, 8% Highway Fund, 3% Enterprise Funds, 1% Turnpike Funds, and 39% Other Funds.

Funding from the Employee Benefit Risk Management Fund is available in SFY2027 and funding for SFY2028, SFY2029, SFY2030, SFY2031 and SY2032 is anticipated to be available with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

| <u>Administration Costs</u>                             | <u>SFY2027</u><br>(1/1/2027 – 6/30/2027) | <u>SFY2028</u><br>(7/1/2027 – 6/30/2028) | <u>SFY2029</u><br>(7/1/2028 – 6/30/2029) | <u>SFY2030</u><br>(7/1/2029 – 6/30/2030) | <u>SFY2031</u><br>(7/1/2030 – 6/30/2031) | <u>SFY2032</u><br>(7/1/2031 – 12/31/2031) |
|---------------------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|-------------------------------------------|
| 01-14-14-140510-79990000-202544<br>Group Life Insurance | \$78,000                                 | \$156,000                                | \$159,000                                | \$162,000                                | \$165,000                                | \$84,000                                  |
| <b>GRAND TOTAL</b>                                      |                                          |                                          |                                          |                                          |                                          | <b>\$804,000</b>                          |

## EXPLANATION

The Commissioner of the Department of Administrative Services (DAS) is authorized under RSA 21-I:28 to enter into group life insurance contracts with insurance companies licensed to operate in New Hampshire and to comply with the terms of collective bargaining agreements (CBAs). DAS currently contracts with ReliaStar Life Insurance Company dba Voya Life, Inc. (Voya) (G&C approval dated September 23, 2020, Item 85; amended and extended September 25, 2024, Item 181) to provide employer-paid and voluntary employee-paid life insurance to state

employees, spouses, and eligible dependents in accordance with the CBAs. The Voya contract expires December 31, 2026.

With assistance from its health benefits consultant, the Segal Company (Segal), DAS issued a Request for Proposal (RFP) for group life insurance on June 18, 2026, and published notice on the DAS Division of Procurement and Support Services website. DAS received three proposals on July 8, 2026, from Metropolitan Life Insurance Company (MetLife), Securian Life Insurance Company (Securian), and ReliaStar Life Insurance Company (Voya).

Proposals were evaluated in two categories: Financial (50%) and Technical (50%). Financial scoring was based on total projected costs for January 1, 2027, through December 31, 2031. Technical scoring was divided into Firm Background and Experience (5%), Administration and Account Management (10%), Implementation, Enrollment and Communication (10%), Claims Administration (7.5%), Reporting (7.5%) and Performance Guarantees (10%).

MetLife received the highest overall score at 75.99 out of 100 points. Under the financial scoring criteria, MetLife earned 30 of 50 points by offering the lowest total projected cost, approximately \$8.55 million over the 5-year contract term. The next lowest proposal was about \$1.3 million higher. MetLife also scored the highest technical score at 45.99 out of 50. Attachment A provides the Overall Scoring Summary, and Attachment B provides the Total Projected Cost Summary.

The contract's price limitation of \$804,000 includes a contingency for enrollment growth and covers only the premium for the state-paid \$50k group term life insurance benefit for full-time eligible employees. The contract also provides the bargained voluntary life insurance benefits, for which premiums are fully paid by employees through after-tax payroll deductions. Through further negotiations, enhanced services were added under the contract at no cost to the State including offering an online premium contribution calculator available during enrollment and improved death claim benefits.

This contract enables DAS to continue offering the required bargained life insurance benefits to approximately 10,000 full-time eligible employees. Based on the above, I respectfully recommend approval of the contract with MetLife.

Respectfully submitted,

*Sheri L. Rockburn*

For: Charles M. Arlinghaus

# Executive Summary

## Overall Scoring Results

| Section                                       | Allocated Points | Proposal MetLife | Proposal Securian | Proposal Voya |
|-----------------------------------------------|------------------|------------------|-------------------|---------------|
| <b>Financial</b>                              |                  |                  |                   |               |
| Employer Paid Premium                         | 20.0             | 0.00             | 20.00             | 20.00         |
| Employee Paid Premium                         | 15.0             | 15.00            | 0.00              | 0.00          |
| Total Paid Premium                            | 15.0             | 15.00            | 0.00              | 0.00          |
| <b>Total Financial Score</b>                  | <b>50.0</b>      | <b>30.00</b>     | <b>20.00</b>      | <b>20.00</b>  |
| <b>Technical Questionnaire</b>                |                  |                  |                   |               |
| Your Firm, Background and Experience          | 5.0              | 4.50             | 4.75              | 4.50          |
| Administration and Account Management         | 10.0             | 9.62             | 6.54              | 8.85          |
| Implementation, Enrollment and Communications | 10.0             | 8.75             | 8.33              | 8.13          |
| Claims Administration                         | 7.5              | 7.50             | 7.29              | 6.98          |
| Reporting                                     | 7.5              | 6.88             | 6.88              | 5.63          |
| <b>Total Technical Questionnaire Score</b>    | <b>40.0</b>      | <b>37.24</b>     | <b>33.79</b>      | <b>34.08</b>  |
| <b>Performance Guarantee Score</b>            | <b>10.0</b>      | <b>8.75</b>      | <b>8.67</b>       | <b>9.00</b>   |
| <b>Total Score</b>                            | <b>100.0</b>     | <b>75.99</b>     | <b>62.46</b>      | <b>63.08</b>  |

# Financial Analysis

## Total Projected Cost Summary

| Coverage                         | Proposal<br>MetLife | Proposal<br>Securian | Proposal<br>Voya   |
|----------------------------------|---------------------|----------------------|--------------------|
| Employer Paid Premium - Annual   | \$150,750           | \$120,600            | \$120,600          |
| Employee Paid Premium - Annual   | \$1,560,199         | \$1,960,226          | \$1,855,761        |
| Total Paid Premium - Annual      | \$1,710,949         | \$2,080,826          | \$1,976,361        |
| <b>Total 5-Year Premium*</b>     | <b>\$8,554,744</b>  | <b>\$10,404,128</b>  | <b>\$9,881,803</b> |
| <b>Total Paid Premium Points</b> | <b>15</b>           | <b>0</b>             | <b>0</b>           |

\*Total 5-Year Premium amounts are estimated for the 5-year contract based on current enrollment and volumes.

# State of New Hampshire

## Group Life Insurance

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**P-37 FORM CONTRACT****Subject: Group Life Insurance****FORM NUMBER P-37 (version 2/23/2023)**

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

|                                                                                                                                                                                                         |                                                                          |                                                                                                         |                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>1.1 State Agency Name</b><br><br>Department of Administrative Services                                                                                                                               |                                                                          | <b>1.2 State Agency Address</b><br><br>25 Capitol Street, Concord, NH 03301                             |                                                 |
| <b>1.3 Contractor Name</b><br><br>Metropolitan Life Insurance Company, DBA MetLife                                                                                                                      |                                                                          | <b>1.4 Contractor Address</b><br><br>One Financial Center<br>21 <sup>st</sup> Floor<br>Boston, MA 02111 |                                                 |
| <b>1.5 Contractor Phone Number</b><br><br>(617) 529-8215                                                                                                                                                | <b>1.6 Account Unit and Class</b><br><br>01-14-14-140510-79990000-202544 | <b>1.7 Completion Date</b><br><br>12/31/2031                                                            | <b>1.8 Price Limitation</b><br><br>\$804,000.00 |
| <b>1.9 Contracting Officer for State Agency</b><br>Joyce I. Pitman, Director of Risk and Benefits                                                                                                       |                                                                          | <b>1.10 State Agency Telephone Number</b><br>(603) 271-3080                                             |                                                 |
| <b>1.11 Contractor Signature</b><br><br> <div style="text-align: right;">Date: 9/21/2026</div>                       |                                                                          | <b>1.12 Name and Title of Contractor Signatory</b><br><br>Paul Piechnik, Vice President, Sales          |                                                 |
| <b>1.13 State Agency Signature</b><br><br> <div style="text-align: right;">Date: 9/23/26</div>                       |                                                                          | For: Charles M. Arlinghaus, Commissioner                                                                |                                                 |
| <b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br><br>By: _____ Director, On: _____                                                               |                                                                          |                                                                                                         |                                                 |
| <b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b><br><br>By:  On: 9/23/26 |                                                                          |                                                                                                         |                                                 |
| <b>1.17 Approval by the Governor and Executive Council (if applicable)</b><br><br>G&C Item number: _____ G&C Meeting Date: _____                                                                        |                                                                          |                                                                                                         |                                                 |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement. N

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this

Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties

hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

**EXHIBIT A -SPECIAL PROVISIONS****Amend section 6.4 to read as follows:**

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all applicable rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement; provided, however, that any claim audit shall be performed at the Contractor's premises upon reasonable notice, conducted by a third-party examiner, and subject to the execution of an appropriate confidentiality agreement.

**Amend section 10.1 to read as follows:**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. Notwithstanding the foregoing, Property shall not include Contractor's template forms or materials used generally with its customers, or any pre-existing, independently created, or third-party information, materials, or intellectual property, all of which shall remain the property of Contractor or the applicable third-party owner.

**Amend sections 12.3 and 12.4 to read as follows:**

12.3 With respect to third-party subcontractors engaged exclusively to perform services related to the State's Life/AD&D insurance services, none of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 With respect to third-party subcontractors engaged exclusively to perform services related to the State's Life/AD&D insurance services, 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.

**Amend section 13 to read as follows:**

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, third-party claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement

**Amend section 14 to read as follows:****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 Contractor shall provide Cyber liability that covers data breach and loss in an amount no less than \$10M per annual aggregate.

**EXHIBIT B - SCOPE OF SERVICES****ARTICLE 1 – INTRODUCTION**

This Administrative Services Agreement (the Agreement) is made and entered into by and between the State of New Hampshire, Department of Administrative Services, Division of Risk and Benefits (State) and Metropolitan Life Insurance Company, DBA MetLife (hereafter referred to as the "Contractor") and sets forth the services and obligations to be performed by Contractor.

**ARTICLE 2 – CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

|                    |                                                              |
|--------------------|--------------------------------------------------------------|
| General Provisions | Form P-37                                                    |
| EXHIBIT A          | Special Provisions                                           |
| EXHIBIT B          | Scope of Services                                            |
| EXHIBIT C          | Pricing and Payment Terms                                    |
| APPENDIX I         | Summary of Benefits                                          |
| APPENDIX II        | Incorporation of RFP                                         |
| APPENDIX III       | Required Protection of Confidential Information and Security |

**ARTICLE 3 – TERM OF CONTRACT**

This agreement shall be effective upon Governor and Executive Council approval. The term of this agreement shall commence at 12:00 a.m. on January 1, 2027, and end at 11:59 p.m. on December 31, 2031 (Agreement Period), unless otherwise terminated in accordance with the terms of the Agreement. The Agreement may be extended for an additional two (2) years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.

**ARTICLE 4 – SPECIFICATIONS FOR COVERAGE OF GROUP TERM LIFE INSURANCE (STATE PAID)****A. GroupTermLifeInsurance:**

Description of Basic term life benefits is outlined in Appendix I. Eligible employees are enrolled automatically, and the coverage amount is guaranteed issue. The State is responsible for payment of all applicable premiums for participation in this plan.

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

The Contractor agrees to provide continuity of coverage for those employees enrolled in the existing life insurance plan(s). These employees shall be immediately eligible for the employer-paid basic life insurance, and any supplemental life plan(s) they elected and/or were previously approved for by the prior vendor. If an employee is absent from work due to sickness or injury, other than total disability, they would be considered actively at work. If the individual is on FMLA but is not totally disabled, they would be considered immediately eligible.

All other newly hired/eligible employees shall become eligible on the first of the month following one full month of State employment. Those employees rehired within 12 months of their prior coverage period shall become eligible on the first of the month immediately following their rehire date.

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

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

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

## **ARTICLE 5 – SPECIFICATIONS FOR COVERAGE OF EMPLOYEE SUPPLEMENTAL INSURANCE (EMPLOYEE PAID)**

The Contractor shall provide employee supplemental or dependent benefits that employees can purchase at their own expense. Premiums for these additional benefit options are paid through payroll deductions on an after-tax basis. Description of each supplemental employee and dependent plan options are outlined in Appendix I.

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

Employees who meet the eligibility requirements noted in Article 4B, above, may purchase additional and/or supplemental coverage(s) at their own expense, for themselves and/or eligible dependents, as defined in the Certificate of Coverage.

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

### **B. Dual Coverage**

If two benefit eligible employees are legally married and wish to maximize employee and dependent benefits, they may elect coverage for themselves and their spouse and/or each electing child life for dependent child(ren), thus resulting in dual coverage.

### **C. Employee Supplemental Life: Salary Calculation**

Contractor understands and agrees that the State will utilize employee annual base salary as of November 1 each year to calculate the next plan year's fixed payroll contributions. Contractor further agrees that any death benefit paid would be based on the employee's annual base salary at time of death.

### **D. Guaranteed Issue**

The following supplemental employee and dependent plans are available as guaranteed issue if elected as a newly eligible employee, or during the first open enrollment period in which they were eligible to apply for coverage.

- Employee one (1) times salary; and
- Spouse \$25,000.

The Contractor agrees to provide continuity of coverage for those employees enrolled in the existing employee and dependent supplemental life insurance policies at the benefit coverage amount and/or multiple of salary in effect under the prior carrier.

### **E. Evidence of Insurability**

Medical examinations are required for insurability in the following situations for Employee Supplemental one to four times salary life insurance plan and Spouse Life \$25,000-\$100,000 supplemental life insurance plans.

- If an active employee does not apply for coverage within 31 days of their eligibility date, which includes new hire events and subsequent qualifying life events (i.e.: employment status change, marriage);
- If any amounts exceed the number of levels of opt ups allowed by the plan;

- If an active employee does not apply for coverage during the first open enrollment period in which they were eligible to apply for coverage;
- If an active employee was eligible for coverage under the prior plan but did not elect to be covered under the prior plan; or
- If a newly eligible employee requests a level of coverage above the guaranteed issue amount.

#### **F. Leave of Absence**

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

### **ARTICLE 6 – POTENTIAL CHANGES TO THE PLAN**

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

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

### **ARTICLE 7 – SERVICE SPECIFICATIONS FOR PROGRAM IMPLEMENTATION, PLAN ADMINISTRATION AND REPORTS**

#### **A. Account Management**

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

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

#### **B. Implementation/Enrollment**

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

#### **C. Plan Administration**

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

The Contractor shall provide:

1. Claim Forms. Claim forms and instructions shall be provided to the State during the implementation process. These shall be made available electronically to the State for posting on its website. Additionally, Contractor

agrees to notify the State of any changes or revisions to the forms and instructions and to provide updated or revised copies as soon as reasonably possible or upon request.

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

#### **D. Policy Administration and Beneficiary Management**

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

The Contractor agrees to accept any employee beneficiary forms that are on file prior to the effective date of the contract. The Contractor shall collaborate with the State to mutually determine any additional beneficiary management protocols.

Notwithstanding Sections 20 and 26 of the P-37 or any other provision in this Agreement to the contrary. Contractor will issue an insurance policy that, as required by applicable law, shall govern with respect to all matters of insurance.

#### **E. Rate Calculator**

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

#### **F. Claim Verification**

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

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

**G. Evidence of Insurability**

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

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

**H. Portability/Conversion Services**

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

**I. Reports**

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

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

Ad hoc reports may be requested by the State as needed and Contractor agrees to provide the reports within seven (7) days of the request.

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

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

**K. Transmission of Data**

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

**L. Recordkeeping & Audits**

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

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

**ARTICLE 8 – SUBCONTRACTORS**

- A.** MetLife shall be accountable for the performance of all subsidiaries, affiliates, partner networks and subcontractors, and shall be responsible for all performance guarantee penalties that may result from underperformance of the subsidiary, affiliate and/or subcontractor.
- B.** MetLife intends to use the following vendors for the services indicated: Barnum Financial Group (financial counseling services and consultation), Brown & Joseph, Ltd. (overpayment recovery and collection services when required), Conduent (receipt of statement of health applications, mailroom and document management and workflow management), DocuFree Corporation (imaging, indexing and sorting paper documents related to Life claims), ExamOne/LabOne, Parameds.com (paramedical exams and/or requests for attending physician reports), MetLife Global Operations Support Center (statement of health reviews, claims and transactional support), MetLife Services and Solutions, LLC. (claims and transactional support), and Nayya (primary technology solution for the Upwise Benefits Engagement Program). This section shall serve as written consent by the State to use the above-mentioned subcontractors pursuant to Section 12 of Exhibit A.

**ARTICLE 9 – PERFORMANCE GUARANTEES**

- A.** In order for the State to qualify for a refund under this provision of the Agreement, the following procedures must be followed:
- B.** Funds owed to the State related to performance guarantees may not be deducted from premiums charged to the State.
- C.** Performance guarantee penalties will be paid to the State.
- D.** If there is a conflict between the provisions of these Performance Guarantees and the terms and conditions of any other written statement or certificate issued by the Contractor pertaining to Service or Performance Guarantees, the provisions of this Agreement shall control.

**E.** During the Agreement Period, the Contractor shall extend to the State the Performance Guarantees that follow:

|                                    | <b>Standard</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Measurement</b>                          | <b>Reporting &amp; Assessment</b>                                             | <b>Total Amount at Risk</b>          |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------|
| PG-01<br>Implementation            | Contractor will develop and track all critical milestones of the implantation of the State Group Life Insurance plan, utilizing a customer specific Critical Milestone Document. This document will track all critical implementation tasks and will be used to ensure that all stakeholders are aware of the status of the implementation at all times. Any worked performed beyond the initial implementation will be accounted for in the Account Management Survey in Year two (2) of the contract and beyond | Tracked by the Critical Milestone Document. | Reported no later than one month following implementation. Assessed Annually. | 1% of annual Life Insurance Premiums |
| PG-02<br>Call Center               | Customer Service call center shall answer 80% of calls received within 30 seconds.                                                                                                                                                                                                                                                                                                                                                                                                                                | Based on MetLife's book of business         | Reported and Assessed Annually                                                | 1% of annual Life Insurance Premiums |
| PG-03<br>Claims Processing         | 95% of all death claims will be processed per MetLife procedures within 5 business days of receipt of all information necessary to process the claim.                                                                                                                                                                                                                                                                                                                                                             | Based on MetLife's book of business         | Reported and Assessed Annually                                                | 1% of annual Life Insurance Premiums |
| PG-04<br>Interface File Processing | 95% of weekly interface files will be processed within two (2) business days of receipt, and 100% of weekly interface files will be processed within five (5) business days of receipt.                                                                                                                                                                                                                                                                                                                           | Based on State file processing              | Reported and Assessed Annually                                                | 1% of annual Life Insurance Premiums |
| PG-05<br>Reporting                 | Quarterly reporting shall be provided within 45 days following quarter end. Ad Hoc reports shall be delivered within seven (7)                                                                                                                                                                                                                                                                                                                                                                                    | Based on State Reporting delivery times     | Reported and Assessed Annually                                                | 1% of annual Life Insurance Premiums |

|                                                             |                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                   |                                              |                                                                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------|
|                                                             | days of request or as mutually agreed to, based on complexity. Year-end reporting shall be provided no later than 90 days following year end.                                                                                                         |                                                                                                                                                                                                                   |                                              |                                                                 |
| PG-06<br>Client Satisfaction                                | The State will be satisfied with MetLife's Account Management team's responsiveness, professionalism and accuracy.                                                                                                                                    | Measured via the Account Management survey, performed twice annually. Average score of both surveys will be at least five (5) on a seven (7) point scale.                                                         | Reported Semi-annually and Assessed Annually | 3% of annual Life Insurance Premiums                            |
| PG-07<br>Claim Financial Accuracy                           | 99% of all claims will be paid accurately.                                                                                                                                                                                                            | Random sample of 4% of all claims paid from each Group Life Claim Approver's work. Dollars in sample paid correctly divided by total dollars in the sample. Based on MetLife's book of business.                  | Reported and Assessed Annually               | 1% of annual Life Insurance Premiums                            |
| PG-08<br>Claim Customer Service Accuracy                    |                                                                                                                                                                                                                                                       | Random sample of 4% of all claims paid from each Group Life Claim Approver's work. Accuracy review of claim processing data, such as coding, keying and claim documentation. Based on MetLife's book of business. | Reported and Assessed Annually               | 1% of annual Life Insurance Premiums                            |
| <b>Maximum Ongoing Annual Performance Guarantees Amount</b> | Contractor and the State agree that, if any of the Performance Guarantees referenced above are not achieved, the Contractor's total financial liability shall not exceed an amount equal to three percent (3%) of the annual Life Insurance Premiums. |                                                                                                                                                                                                                   |                                              | <b>Maximum at Risk<br/>3% of annual Life Insurance Premiums</b> |

- F.** Final evaluation and reconciliation of these Performance Guarantees will be completed annually within 90 days after the end of the calendar year. If applicable, any payment due to the State will be equal to the sum of the weights of those categories identified as falling below the agreed upon performance metric, multiplied by the agreed upon percentage of total annual premium. Any payment due to the State will be made via check and not via invoice credit.
- G.** To the extent that one or more Policies are maintained as part of an ERISA plan, Contractor will transmit associated credit amounts to the plan administrator for disposition at its discretion.

**EXHIBIT C – PRICING AND PAYMENT TERMS**

If there are any inconsistencies between the terms of EXHIBIT B and this EXHIBIT C with regard to contract price and payment, the terms of this EXHIBIT C shall control.

**ARTICLE 1 - AGREEMENT PERIOD**

The State is not responsible for any fee or expense not outlined in this Exhibit C. In addition, all fees charged to the State either administrative or claims based, shall be reported to the State upon request.

The initial Claim Incurred Date for purposes of this Agreement shall be January 1, 2027. No payment shall be made prior to January 1, 2027.

**ARTICLE 2 – CONTRACT PRICES****A. Invoicing and Premium Payments**

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

**B. Premiums Charged**

The premiums outlined below are guaranteed by the Contractor for the Agreement Period, from January 1, 2027 through December 31, 2031.

| <b>EMPLOYEE BASIC LIFE (STATE PAID)</b> |                     |
|-----------------------------------------|---------------------|
| <b>Coverage</b>                         | <b>Cost/\$1,000</b> |
| Basic Life - \$50,000                   | \$0.025             |

| <b>EMPLOYEE SUPPLEMENTAL LIFE INSURANCE OPTIONS (EMPLOYEE PAID)</b> |                     |
|---------------------------------------------------------------------|---------------------|
| <b>Coverage</b>                                                     | <b>Cost/\$1,000</b> |
| \$5,000 Term Life (No AD&D)                                         | \$0.025             |
| Basic AD&D \$20,000 or \$25,000                                     | \$0.015             |

| <b>EMPLOYEE SUPPLEMENTAL LIFE &amp; AD&amp;D* (EMPLOYEE PAID)<br/>(1, 2, 3 OR 4 TIMES ANNUAL BASE SALARY**)</b> |                        |
|-----------------------------------------------------------------------------------------------------------------|------------------------|
| <b>AGE</b>                                                                                                      | <b>Cost/\$1,000***</b> |
| Under 20                                                                                                        | \$0.070                |
| 20 – 24                                                                                                         | \$0.070                |
| 25 – 29                                                                                                         | \$0.080                |
| 30 – 34                                                                                                         | \$0.100                |
| 35 – 39                                                                                                         | \$0.110                |
| 40 – 44                                                                                                         | \$0.120                |
| 45 – 49                                                                                                         | \$0.170                |
| 50 – 54                                                                                                         | \$0.250                |

|                                                                                                                                                                                                                                     |              |                                                                                        |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------|----------------|
| 55 – 59                                                                                                                                                                                                                             |              | \$0.450                                                                                |                |
| 60 – 64                                                                                                                                                                                                                             |              | \$0.680                                                                                |                |
| 65 – 69                                                                                                                                                                                                                             |              | \$1.290                                                                                |                |
| 70+                                                                                                                                                                                                                                 |              | \$2.080                                                                                |                |
| *Evidence of Insurability Required for any elected amount or increase over 1 Times Annual Base Salary                                                                                                                               |              |                                                                                        |                |
| **Annual Base Salary means the Certificate holder’s annual wage or salary as determined by the Group’s records. Any commissions, bonuses, overtime pay or other compensation will be excluded when determining this wage or salary. |              |                                                                                        |                |
| ***Pricing includes additional \$0.02 for Supplemental AD&D coverage                                                                                                                                                                |              |                                                                                        |                |
| SUPPLEMENTAL SPOUSE LIFE PLAN OPTIONS (EMPLOYEE PAID)                                                                                                                                                                               |              |                                                                                        |                |
| COVERAGE OPTION:<br>FLAT \$10,000 TERM (No AD&D)                                                                                                                                                                                    |              | COVERAGE OPTION:<br>EITHER \$25,000, \$50,000, \$75,000<br>OR \$100,000 TERM and AD&D* |                |
| AGE                                                                                                                                                                                                                                 | RATE/\$1,000 | AGE                                                                                    | RATE/\$1,000** |
| Under 20                                                                                                                                                                                                                            | \$0.122      | Under 20                                                                               | \$0.070        |
| 20 – 24                                                                                                                                                                                                                             | \$0.122      | 20 – 24                                                                                | \$0.070        |
| 25 – 29                                                                                                                                                                                                                             | \$0.122      | 25 – 29                                                                                | \$0.080        |
| 30 – 34                                                                                                                                                                                                                             | \$0.172      | 30 – 34                                                                                | \$0.100        |
| 35 – 39                                                                                                                                                                                                                             | \$0.246      | 35 – 39                                                                                | \$0.110        |
| 40 – 44                                                                                                                                                                                                                             | \$0.406      | 40 – 44                                                                                | \$0.120        |
| 45- 49                                                                                                                                                                                                                              | \$0.521      | 45 – 49                                                                                | \$0.170        |
| 50 – 54                                                                                                                                                                                                                             | \$0.762      | 50 – 54                                                                                | \$0.250        |
| 55 – 59                                                                                                                                                                                                                             | \$1.303      | 55 – 59                                                                                | \$0.450        |
| 60 – 64                                                                                                                                                                                                                             | \$1.598      | 60 – 64                                                                                | \$0.680        |
| 65 – 69                                                                                                                                                                                                                             | \$1.598      | 65 – 69                                                                                | \$1.290        |
| 70+                                                                                                                                                                                                                                 | \$2.060      | 70+                                                                                    | \$2.080        |
| *Evidence of Insurability Required for any amount elected or increased over \$25,000                                                                                                                                                |              |                                                                                        |                |
| **Pricing includes additional \$0.02 for Supplemental AD&D coverage                                                                                                                                                                 |              |                                                                                        |                |
| SUPPLEMENTAL CHILD(REN) LIFE (EMPLOYEE PAID)                                                                                                                                                                                        |              |                                                                                        |                |
| Coverage                                                                                                                                                                                                                            |              | Cost/\$1,000                                                                           |                |
| \$3,000 per eligible child                                                                                                                                                                                                          |              | \$0.118                                                                                |                |

C. Premium Rate Changes

The Contractor reserves the right to adjust premium rates if participation in the supplemental plan options falls lower than 10% overall.

D. Loss Ratio Calculation for Optional Contract Extension

At the time of renewal underwriting, the Contractor will compare the respective incurred loss ratios as outlined

below to the following tolerable loss ratios:

|                                         |       |
|-----------------------------------------|-------|
| Basic Life and Supplemental Basic Life: | 94.0% |
| Supplemental Life and Dependent Life:   | 85.0% |
| Supplemental AD&D and Dependent AD&D:   | 75.0% |

If the incurred loss ratio is at or below the tolerable level, the Contractor will extend the rate guarantee for an additional two (2) years with no change to Premium Rates for calendar years 2032 and 2033. The State may then exercise a two-year extension at its sole discretion, subject to Governor and Executive Council approval.

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

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

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

**APPENDIX I – SUMMARY OF BENEFITS**

| <b>EMPLOYEE BASIC LIFE INSURANCE</b>                                                                                                                                                                                                                                                                 |                                                                                                                                                    |                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Employee Basic Life Only<br>(State Paid Plan: Eligible Employees<br>Are Automatically Enrolled)                                                                                                                                                                                                      | \$50,000                                                                                                                                           | No Reductions                                                                                               |
| Employee Basic Life Insurance Coverage terminates upon non-disability retirement, separation of employment or transfer to non-benefits eligible status.                                                                                                                                              |                                                                                                                                                    |                                                                                                             |
| <b>EMPLOYEE SUPPLEMENTAL LIFE INSURANCE OPTIONS</b>                                                                                                                                                                                                                                                  |                                                                                                                                                    |                                                                                                             |
| Employee Flat Term Life                                                                                                                                                                                                                                                                              | \$5,000                                                                                                                                            | No Reductions                                                                                               |
| Employee AD&D                                                                                                                                                                                                                                                                                        | Either \$20,000 or \$25,000                                                                                                                        | No Reductions                                                                                               |
| Employee Term Life and AD&D                                                                                                                                                                                                                                                                          | Choice of 1, 2, 3 or 4 times Base Annual Salary*, rounded to the next higher \$1,000, to a maximum of \$1,000,000.<br>Minimum Benefit of \$10,000. | Coverage amount reduces by 50% at age 70. Premiums charged are calculated from the reduced coverage amount. |
| <b>SPOUSE LIFE INSURANCE OPTIONS</b>                                                                                                                                                                                                                                                                 |                                                                                                                                                    |                                                                                                             |
| Spouse Flat Term Life                                                                                                                                                                                                                                                                                | \$10,000                                                                                                                                           | Coverage amount reduces by 50% at age 70. Premiums charged are calculated from the reduced coverage amount. |
| Spouse Supplemental Term Life and AD&D                                                                                                                                                                                                                                                               | Choice of \$25,000, \$50,000, \$75,000 or \$100,000**                                                                                              | Coverage amount reduces by 50% at age 70. Premiums charged are calculated from the reduced coverage amount. |
| <b>CHILD(REN) LIFE INSURANCE OPTION</b>                                                                                                                                                                                                                                                              |                                                                                                                                                    |                                                                                                             |
| Children Flat Term Life<br>(Live Birth to Age 26, unless certified as incapacitated)                                                                                                                                                                                                                 | \$3,000                                                                                                                                            | No Reductions<br>Coverage terminates when child is no longer eligible                                       |
| *Employees may elect guaranteed issue upon initial eligibility or first annual open enrollment following eligibility. Employee Evidence of Insurability is required for amounts exceeding 1 times Base Annual Pay upon enrollment or subsequent requests for increases in excess of 1times Base Pay. |                                                                                                                                                    |                                                                                                             |
| **Employees may elect guaranteed issue upon initial eligibility or first annual open enrollment following eligibility. Spouse Evidence of Insurability is required for amounts exceeding \$25,000 upon enrollment or subsequent increases above \$25,000                                             |                                                                                                                                                    |                                                                                                             |
| Employee Supplemental Life Term and AD&D Coverage and Spouse Life Term and AD&D Options terminate upon non-disability retirement, separation of employment or transfer to non-benefits eligible status.                                                                                              |                                                                                                                                                    |                                                                                                             |
| Eligible employees may qualify for premium waiver in accordance with the terms and conditions outlined by the Contractor.                                                                                                                                                                            |                                                                                                                                                    |                                                                                                             |

Eligible employees may qualify for Accelerated Death Benefit if life expectancy is 12 months or less. Eligible employees may receive up to 80% of their benefit amount, up to a maximum of \$500,000.

**APPENDIX II – INCORPORATION OF RFP RESPONSE**

MetLife's response to RFP 495-27 is hereby incorporated by reference.

### APPENDIX III – REQUIRED PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY

In performing its obligations under the Agreement, Contractor, inclusive of any subsidiaries and related entities shall gain access to State Confidential information and with respect to such will comply with the following terms and conditions. Protection of State Confidential Information shall be an integral part of the business activities of Contractor. Contractor shall take steps to prevent the inappropriate or unauthorized use of State data and information.

#### 1. Definitions

- a. Confidential Information. Personally identifiable information (PII), and other personal private, and/or sensitive information or data as defined under applicable law.

#### 2. Contractor Responsibilities

- a. Confidential Information obtained by Contractor shall remain the property of the State and shall at no time become the property of Contractor unless otherwise explicitly permitted under the Agreement.
- b. Contractor shall develop and implement policies and procedures to safeguard the confidentiality, integrity and availability of the State's Confidential Information.
- c. Contractor shall not use the State's Confidential Information developed or obtained during the performance of, or acquired or developed by reason set forth within the Agreement, except as necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
- d. In the event Contractor stores Confidential Information, such information shall be encrypted by Contractor both at rest and in motion.
- e. Contractor shall have, and shall ensure that any Subcontractors or related entities have, reasonable security measures in place for protection of the State's Confidential Information. Such security measures shall comply with HIPAA and all other applicable State and federal data protection and privacy laws.

Controls. Contractor shall ensure that any Subcontractors or related entities use at all times proper controls for secured storage of, limited access to, and rendering unreadable prior to discarding, all records containing the State's Confidential Information. Contractor shall not store or transfer Confidential Information collected in connection with the services rendered under this Agreement outside of the North America. This includes backup data and disaster recovery locations.

#### 3. Breach Notification.

- a. Contractor shall notify the State of any security breach, or potential breach of Contractor or any Subcontractors or related entities, that jeopardizes, or may jeopardize the State's Confidential Information. For purposes of reporting under this Section, security breach or potential breach shall be limited to the successful or attempted unauthorized access, use, disclosure, modification, or destruction of information, or the successful or attempted interference with system operations in an information system, that compromises the security, confidentiality or integrity of such Confidential Information consistent with applicable laws. For purposes of clarity, potential breaches shall not include incidents that do not compromise the security, confidentiality or integrity of the State's Confidential Information consistent with applicable laws, such as pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above.
- b. Contractor shall notify the State of a confirmed security breach of Contractor or any Subcontractors or related entities within three (3) days of discovery. Contractor will treat a security 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 if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Contractor.

- c. A report of the security breach or potential breach of Contractor or any Subcontractors or related entities shall be made and include all available information. Contractor shall: make efforts to investigate the causes of the security breach or potential breach; promptly take measures to prevent any future breach; and mitigate any damage or loss. In addition, Contractor shall inform the State of the actions it is taking, or will take, to reduce the risk of further loss to the State.
- d. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be made at the Contractor's cost and coordinated with the State to the extent practicable.

- 4. **Liability and Damages.** In addition to Contractor's liability as set forth elsewhere in the Agreement, if Contractor or any of its Subcontractors or related entities is determined by forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of State's Confidential Information, the State shall recover from Contractor all reasonable and documented 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.
- 5. **Data Breach Insurance.** In addition to Contractor's insurance obligations as set forth in the form contract P-37, Contractor shall carry cybersecurity insurance coverage for unauthorized access, use, acquisition, disclosure, failure of security, breach of Confidential Information, privacy perils, in an amount not less than \$10 million per annual aggregate, covering all acts, errors, omissions, at minimum, during the full term of this Agreement. Such coverage shall be maintained in force at all times during the term of the Agreement and during any period after the termination of this Agreement during which Contractor maintains State Confidential Information.
- 6. **Data Recovery.** Contractor shall be responsible for ensuring backup and redundancy of the State's Confidential Information for recovery in the event of a system failure or disaster event within Contractor's data storage systems. Contractor shall ensure that its Subcontractor or related entities provide similar backup and redundancy of the State's Confidential Information.
- 7. **Return or Destruction of Confidential Information.** Upon termination of the Agreement for any reason, Contractor shall:
  - a. Retain only that Confidential Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
  - b. Destroy, in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the remaining Confidential Information that Contractor still maintains in any form;

- c. Continue to use appropriate safeguards and comply with applicable law to prevent use or disclosure of the Confidential Information, other than as provided for in this Section, for as long as Contractor retains the Confidential Information;
  - d. Not use or disclose the Confidential Information retained by Contractor other than for the purposes for which such Confidential Information was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
  - e. Destroy in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the Confidential Information retained by Contractor when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.
8. Survival. This Appendix III *Required Protection of Confidential Information and Data Security* shall survive termination or conclusion of the Agreement.

# State of New Hampshire

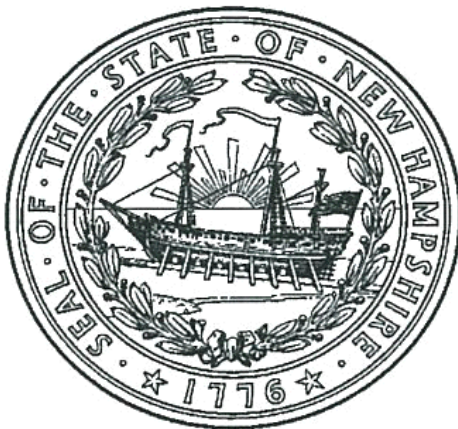
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that METROPOLITAN LIFE INSURANCE COMPANY is a New York Profit Corporation registered to transact business in New Hampshire on June 20, 2022. 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: **904542**

Certificate Number: **0008000964**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of August A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a horizontal line.

David M. Scanlan  
Secretary of State

**METROPOLITAN LIFE INSURANCE COMPANY**

**ASSISTANT SECRETARY CERTIFICATE**

I, Cassandra Herivaux, hereby certify as follows:

1. That I am a duly elected, qualified and acting Assistant Secretary of Metropolitan Life Insurance Company, a New York corporation (the Company).
2. That Paul E. Piechnik is a duly elected and qualified officer and Vice President of the Company, and that this appointment has not been amended, repealed or rescinded and remains in full force and effect as of the date hereof.
3. That the following is a true and correct copy of provisions set forth in Section 5.1 of the By-Laws of the Company:

“Section 5.1 Instruments. Any officer, or any employee or agent designated for the purpose by the Chief Executive Officer, or a designee of the Chief Executive Officer, shall have power to execute all instruments in writing necessary or desirable for the corporation to execute in the transaction and management of its business and affairs (including, without limitation, contracts and agreements, transfers of bonds, stocks, notes and other securities, proxies, powers of attorney, deeds, leases, releases, satisfactions and instruments entitled to be recorded in any jurisdiction, but excluding, to the extent otherwise provided for in these By-Laws, authorizations for the disposition of the funds of the corporation deposited in its name and policies, contracts, agreements, amendments and endorsements of, for or in connection with insurance or annuities).”

**IN WITNESS WHEREOF**, I have hereunto set my hand by and on behalf of the Company as of the 21<sup>st</sup> day of September, 2026.



By: C. Herivaux  
Name: Cassandra Herivaux  
Title: Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/2026

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).

|                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                        |  |
|---------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>MARSH USA, LLC.<br>1166 Avenue of the Americas<br>New York, NY 10036<br>Attn: NewYork.certs@marsh.com 512-342-4418 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                |  |
| CN102808112--GAUWU-26-27 No                                                                                                           |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Old Republic Insurance Company<br><b>INSURER B:</b> American Guarantee & Liability Insurance Company<br><b>INSURER C:</b> Insurance Company of the State of Pennsylvania<br><b>INSURER D:</b> N/A<br><b>INSURER E:</b> AIU Insurance Co<br><b>INSURER F:</b> |  |
| <b>INSURED</b><br>MetLife, Inc. and its Subsidiaries<br>200 Park Avenue, 6th Floor<br>New York, NY 10166                              |  | <b>NAIC #</b><br>24147<br>26247<br>19429<br>N/A<br>19399                                                                                                                                                                                                                                                               |  |

## COVERAGES

CERTIFICATE NUMBER:

NYC-009330279-31

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                            | ADDL INSD | SUBR WVD | POLICY NUMBER                                                          | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------------------------------------------------------------|----------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTUAL LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | MWZY-312002-26                                                         | 01/01/2026                             | 01/01/2027                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 15,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                 |           |          | MWTB-312001-26                                                         | 01/01/2026                             | 01/01/2027                             | COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                 |           |          | AUC 3750732-24                                                         | 01/01/2026                             | 01/01/2027                             | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                      |
| E        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                            |           | N/A      | WC 028294330 (AOS)<br>WC 028294332 (OR)<br>WC 028294331 (WI, Stop Gap) | 01/01/2026<br>01/01/2026<br>01/01/2026 | 01/01/2027<br>01/01/2027<br>01/01/2027 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |

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

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                         |                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MetLife, Inc. and its Subsidiaries<br>200 Park Avenue, Mezzanine Level, 6th Floor<br>New York, NY 10166 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Marsh USA LLC</i> |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/11/2025

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

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

| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>New Jersey Office<br>44 Whippany Road, Suite 220<br>Morristown NJ 07960 USA | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C. No. Ext): (866) 283-7122<br><b>FAX</b><br>(A/C. No.): (800) 363-0105<br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                              |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>MetLife, Inc. including its Subsidiaries<br>200 Park Avenue<br>New York NY 10166 USA                              | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: National Union Fire Ins Co of Pittsburgh | 19445 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                       | NAIC #                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: National Union Fire Ins Co of Pittsburgh                                                                                 | 19445                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                                     |       |            |  |            |  |            |  |            |  |            |  |

**COVERAGES****CERTIFICATE NUMBER:** 570117035569**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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD                                             | SUBR WVD | POLICY NUMBER                                                         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                           |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------|-----------------------------------------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                       |          |                                                                       |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY          |                                                       |          |                                                                       |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                              |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION                                                                                                         |                                                       |          |                                                                       |                         |                         | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                     |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A      |                                                                       |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT              |
| A        | Cyber Liability                                                                                                                                                                                                                                                  |                                                       |          | 025439260<br>Claims Made<br>SIR applies per policy terms & conditions | 12/15/2025              | 12/15/2026              | Each Claim<br>Aggregate<br>\$15,000,000<br>\$15,000,000                                                                                                          |

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

Event Mgmt/Media Coverage/Cyber Liability Content Coverage/Cyber Media Coverage (Claims-Made coverage). Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                      |                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MetLife, Inc. including its Subsidiaries<br>200 Park Avenue<br>New York NY 10166 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services Northeast, Inc.</i> |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Holder Identifier :

Certificate No : 570117035569