DEC05'19 AM10:43 DAS 201

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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

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

December 4, 2019

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk and Benefits, to enter into a contract with HUB International New England, LLC, 1667 Elm St, Suite 102, Manchester, NH 03101 (WBS/HUB) in an amount not to exceed $584,350 for employee benefits consulting and brokerage services. The term of the contract is for three years set to commence January 1, 2020 and to expire December 31, 2022, with the option to extend for up to two additional years with Governor and Executive Council approval. **34% General funds, 15% Federal funds, 4% Enterprise funds, 10% Highway Funds, 1% Turnpike Funds, and 36% Other Funds.**

Funding is available in the Employee Benefit Risk Management Fund, contingent upon availability and continued appropriations for all fiscal years with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	SFY 2020	SFY2021	SFY2022	SFY2023
01-14-14-140560-66000000				
046-500638 Consulting – Active	$93,018	$145,863	$116,839	$63,994
01-14-14-140560-66600000				
046-500638 Consulting - Troopers	3,285	5,152	4,127	2,260
01-14-14-140560-66500000				
046-500638 Consulting -Retirees U65	5,857	10,508	9,431	4,780
046-500659 Consulting - Retirees 065	22,840	40,977	36,778	18,641
FY Total	**$125,000**	**$202,500**	**$167,175**	**$89,675**
			Grand Total	**$584,350**

EXPLANATION

Pursuant to RSA 21-I:28, the commissioner of the Department Administrative Services (DAS) is authorized to enter into contracts "with any organization necessary to administer and provide a health plan..." and other contracts that "best serve the interests of the state employees and comply with the terms of the collective bargaining agreement". DAS administers the State Employee and Retiree Health Benefit Program (HBP) and the procurement of all necessary services. Benefits are provided to approximately 9,800 active employees and their families located in New Hampshire and the surrounding New England states and approximately 12,600 retirees, including spouses and dependents, located throughout the United States. In total, the HBP provides coverage to approximately 37,000 plan members.

The current contract for actuarial, claims audit and health benefits consulting services that expires on December 31, 2019 includes support for DAS to procure for services such as FSA/HRA Administration Services, Basic and Supplemental Life and Accidental Death and Dismemberment Insurance, and Dependent Eligibility Verification Audit Services. After careful consideration of the bids received, DAS determined that the procurement of services like those listed above, could be better managed through a brokerage services contract much like how DAS procures for property and casualty (P&C) insurance. DAS began purchasing P&C insurance through an exclusive producer services contract (also known as brokerage services) on July 1, 2011 per the request of the Executive Council.

This contract requires WBS/HUB, as directed by DAS, to solicit insurance quotes from insurance carriers and to submit a marketing report with a recommendation for contract award subject to Governor and Executive Council approval. As the broker, WBS/HUB will be responsible for procuring services related to FSA/HRA Administration, Basic and Supplement Life and Accidental Death and Dismemberment insurance, and Dependent Eligibility Verification Audit Services and will negotiate with carriers to secure the lowest possible contract price. This contract also requires WBS/HUB to assist DAS with the development of an employee benefits education program designed to educate employees and their families about their benefits. The development of the employee benefits education program meets a shared DAS and union goal as reported in the 2014 Health Benefits Committee (HBC) Report.

DAS issued a Request for Proposal ("RFP") for employee benefits consulting and brokerage services on August 21, 2019. The Division of Procurement and Support Services sent notifications of the RFP through the Institute for Public Procurement (NIGP) industry code database as well as their public website. On September 25, 2019, DAS received three proposals from the following: Aon Consulting, Inc., Gallagher Benefit Services, Inc., and Hub International New England, LLC (WBS/HUB).

The scoring was based upon the areas of: Financial (50%) and Technical (50%). Based on the foregoing, the proposal submitted by WBS/HUB received the highest-ranking score and was accepted by unanimous vote by the evaluation members. The evaluation team consisted of the following members: Financial: Gary Lunetta, DAS Director of Procurement and Support Services, Ryan Aubert, DAS Purchasing Agent and Joyce Pitman, DAS Director of Risk and Benefits; Technical: Joyce Pitman, Peg Blacker, DAS Health Benefit Program Manager, Sarah Trask, DAS Health Benefit Financial Administrator and Todd Hickerson, DAS Risk Manager. The final evaluation scores are attached.

Although WBS/HUB did not receive the highest financial score, their technical score enabled them to receive the highest total score. Through contract negotiations, WBS/HUB agreed to reduce its initial cost proposal an additional 9%, bringing the total contract price to $584,350 over the term of the three-year contract. The contract authorizes the DAS to adjust planned contract services and spending throughout the three-year term of the contract based on DAS priorities and needs.

This contract provides DAS with access to expertise and support from an account executive and a team of insurance professionals. Based on the foregoing, I am respectfully recommending approval of the contract with WBS/HUB.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

RFP 2252-20 Total Scoring Summary

	Total Available Points	WBS/HUB	Gallagher	AON
TPC		$636,900	$619,500	$847,440
Cost Difference		0.03	0.00	0.37
Convert Decimal to % Value		2.81	0.00	36.79
1 Point Reduction per % Higher		2.81	0.00	36.79
Vendor's Financial Score	50	**47.19**	**50.00**	**13.21**

	Total Available Points	WBS/HUB	Gallagher	AON
Questionnaire Section A: General Information About The Vendor's Firm	5	4	4	5
Questionnaire Section B: Experience In Providing Employee Benefits Consulting and Brokerage Services for Public Sector Employee Benefit Plans	10	9	7	9
Questionnaire Section C: Professional Staffing	10	9	7	9
Questionnaire Section D: Quality Management	10	10	6	10
Questionnaire Section E: Marketing for Member Engagement	15	14	0	12
Vendor's Technical Score	50	**46.00**	**24.00**	**45.00**

Vendor's Total Score	100	**93.19**	**74.00**	**58.21**

Subject: **EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES**

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.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name HUB International New England, LLC		1.4 Contractor Address 1667 Elm St, Suite 102 Manchester, NH 03101	
1.5 Contractor Phone Number 603-668-0400	1.6 Account Number 60-6600-500638, 60-6660-500638, 60-6650-500638, 60-6650-500659	1.7 Completion Date December 31, 2022	1.8 Price Limitation $ $584,350
1.9 Contracting Officer for State Agency Joyce I. Pitman Director of Risk and Benefits		1.10 State Agency Telephone Number 603-271-3080	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Marion Minichiello President Employee Benefits	

1.13 Acknowledgement: State of MA, County of Middlesex

On 12-2-19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

JULIE M. NEIL MY COMM. EXPIRES SEPTEMBER 12, 2025 NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

Seal

1.13.2 Name and Title of Notary or Justice of the Peace

Julie M. Neil, Notary Public my commission expires 9/12/25

1.14 State Agency Signature Date: 12-4-19	1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

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

By: On: 12/5/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: DEPUTY SECRETARY OF STATE DEC 18 2019

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a

Contractor's Initials: MK
Date: 12/2/2015

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive 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; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

Contractor's Initials: WM
Date: 12/4/2019

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

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. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor's Initials: MA
Date: 11/1/2019

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This Agreement and any Exhibits and Attachments hereto constitute the entire understanding of the parties hereto and supersedes any prior oral or written communication between the parties with respect to the subject matter hereof.

State of New Hampshire Terms and Conditions, General Provisions Form P-37

EXHIBIT A: Scope of Services

EXHIBIT B: Contract Price, Price Limitation, and Payment

EXHIBIT C: Special Provisions

APPENDIX:

Appendix A: Business Associate Agreement

Appendix B: Change Order Request Form

Contractor's Initials: MK
Date: 12/2/2016

EXHIBIT A
SCOPE OF SERVICES

This Employee Benefit Consulting and Brokerage 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 (hereinafter State) and HUB International New England, LLC (hereinafter Contractor).

Section 1
Effective Date and Term

A. Effective Date

This Agreement is effective upon Governor and Executive Council approval. The parties agree that the services provided under this Agreement shall commence on January 1, 2020, or upon approval of Governor and Executive Council (whichever is later), while implementation activities and other activities described herein shall commence immediately upon Governor and Executive Council approval. Payments under this Agreement shall not commence prior to January 1, 2020.

B. Term

The term shall be the period commencing on the Effective Date and ending December 31, 2022, with the option to renew for up to two additional years, subject to the approval of the Governor and Executive Council.

C. Transition Upon Contract Termination or Expiration

Should a subsequent contract for Employee Benefit Consulting and Brokerage Services be awarded to a bidder other than the Contractor, the Contractor shall, to the greatest extent possible and reasonable, cooperate with the State in executing those actions necessary to facilitate a smooth and orderly transition to the next service contractor. If deemed necessary by the State, upon approval from the Governor and Executive Council, the parties may execute any contract extension necessary to ensure there is no lapse or decline of service at the start of the subsequent contract.

Section 2
Account Management

A. Lead Consultant: The Contractor shall assign a dedicated Lead Consultant who will serve as the primary contact for the services outlined in this Agreement as well as be responsible for the overall client relationship. The Lead Consultant shall possess the highest level of technical knowledge about the State's Benefit Program as well as a minimum of 10 years of employee benefit consulting experience in the public sector. The State shall provide the most advanced notice as possible when requesting the attendance of the Lead Consultant onsite. The Lead Consultant shall, if requested by the State, testify before legislative and administrative bodies.

B. Consistent Staffing: The dedicated Lead Consultant assigned to the State shall remain assigned to the State for the term of the Contract, unless the State agrees in writing to modify the assignment. If

Contractor's Initials: MK
Date: 12/2/2019

designated Lead Consultant leaves during the term of the contract, the Contractor shall notify the State immediately upon notice of departure. The Contractor shall submit the replacement name(s) and credentials for approval by the State prior to working in their new roles. The State reserves the option to meet the recommended replacement(s) prior to approving their assignment to the State.

C. **Other Professional and Support Staff:** The State recognizes that it is necessary for the Lead Consultant to receive assistance from other professional and support staff and resources to accomplish all of the services outlined in this Agreement. The Contractor shall provide the State with the names, titles, duties, experience, and applicable credentials of all professional and support staff who work on the State's business. The State reserves the right to approve all professional and support staff as well as request different staff at any time during the term of this contract if service expectations are not satisfactory.

Section 3
Brokerage Services

A. Procurement and Contracting

The selected Contractor shall act as the broker of record on behalf of the State for soliciting and negotiating employee benefits and providing related services as specified in this Agreement. The State shall play an active role in all procurements, including the review and approval of all marketing results and contracting with the highest scoring bidders.

The scope of services shall include the solicitation of insurance coverage from insurance companies as a representative of the State, assistance with the general administration of the account including, but not limited to, member communication and education.

Specific responsibilities include but are not limited to:

1. Procurement Components

The following section describes the procurement components for Agreements the State anticipates issuing during the term of the contract and the work the Contractor shall perform.

a. Drafting Requests For Proposals (RFPs), Bids (RFBs) and Information (RFIs):
The Contractor shall work with the State to generate the requirements language for the various procurements that comprise the services necessary to administer the employee and retiree benefit program in accordance with the collective bargaining agreements and state law.

The Contractor shall assist with drafting requirements based on its research of current industry trends and best practices, and its experience and expertise gained from servicing other similarly situated employers/clients.

b. Scoring Financial Proposals:
The Contractor shall provide a report of actual financial scoring of proposals.

c. Scoring Technical Proposals:

Contractor's Initials: 12/2/24
Date: AK

The Contractor shall provide a report of actual technical scoring of proposals.

2. **Contracting**

   a. The Contractor shall present their bid results following the competitive bidding portion of each procurement.

   b. The Contractor and the State shall agree upon a negotiation strategy related to the terms of each contract. The Contractor shall assist the State by formally negotiating contracts with TPAs and performing its own initial legal review of contract documents on the State's behalf.

   c. The Commissioner of the Department of Administrative Services (DAS) is required to approve and execute all contracts. The Contractor shall assist the State with the Governor and Executive Council (G&C) process and obtaining final G&C approval, including attending G&C meetings to support the contracts as requested.

3. **Procurements**

The following grid identifies the contracts that are set to expire during the term of this Agreement. All contracts include a provision for extension for up to two years that, if elected and approved by the Governor and Executive Council, would extend the date accordingly.

Service	Contract End Date
Basic Life Insurance	12/31/2020
Employee-Paid Optional Life and AD&D Insurance	12/31/2020
FSA/HRA Plan Administration Services	12/31/2022

The Contractor shall be prepared to provide the full scope of services outlined in this section of the Agreement for the service contract listed above as well as contracted services the State is considering that are not in force today. Those service contracts include but are not limited to:

a. Dependent Eligibility Verification Audit (DEVP)
b. Member Communication and Education Consulting
c. Employee Wellness Plan Administrator
d. COBRA Plan Administration

Prior to beginning the procurement process, the Contractor and State shall meet and determine the scope of services.

Section 4
General Employee Benefits Consulting

The Contractor shall perform general employee benefits consulting services on a broad range of topics that arise in the administration of the employee and retiree benefits program. The Contractor shall deliver consulting services at a minimum on the following topics. The State's estimate of the necessary

Contractor's Initials: [illegible]
Date: 12/1/2015

hours of general consulting for each year of the contract agreement are listed in Exhibit B associated with each of the following topics.

A. Marketing for Employee Engagement in Understanding their Benefits

The Contractor shall create a marketing strategy to educate and engage employees and retirees to assist them in understanding of the value of their benefits. Deliverables shall include marketing and compliance materials that the State may customize to meet specifications.

B. Health Benefits Committee (HBC) Consulting

The Contractor shall assist the State with employee benefits consulting throughout its work before, during and after collective bargaining. The Contractor shall continue to provide information and assistance to the State, including support in analyzing plan-specific data provided by TPAs. The Lead Consultant shall attend meetings (in person, if needed) as requested by the State to assist with meeting preparations.

C. Collective Bargaining Agreement (CBA) Consulting

The Contractor shall provide the State with financial analysis and modeling of recommended benefit design changes. The Contractor shall work with the State to develop and coordinate a process including the TPAs to perform financial and other modeling related to collective bargaining. The Lead Consultant shall be accountable to manage the modeling process including accuracy and meeting all deadlines for deliverables.

D. Department Enrichment

The Contractor shall provide education to the State benefits management team as requested, related to, but not limited to, the following:

- Employee Benefits trends in federal and state laws
- Applicable Governmental Plan Compliance Checklists and training
- Employee benefits communications and education technology training
- Other subjects as requested by the State

E. Other General Employee Benefits Consulting

The Contractor shall provide assistance as required by the State related to unanticipated employee benefits program consulting. The Lead Consultant shall work with the State to determine the consulting requirements necessary to perform the work as necessary.

Section 5
Provisional Timeline

The following outline is a provisional timeline with respect to the anticipated needs of the State for the contract agreement period. This timeline is subject to change. This contract permits the State to carry forward funds so that the project timelines may adjust accordingly in any year of the contract.

A. Year 1 – Calendar Year 2020

Contractor's Initials: MK
Date: 12/2/2019

The following services shall be performed in Year 1 of the consulting contract:

a. Member communication and education
b. PA Agreement for Basic Life Insurance and Employee-Paid Optional Life and AD&D Insurance
c. TPA Agreement for Dependent Verification Audit, if warranted
d. TPA Agreement for COBRA Administration, if warranted
e. TPA Agreement for Employee Wellness Program, if warranted
f. General benefits consulting, as needed

B. Year 2 – Calendar Year 2021

a. Member communication and education
b. General benefits consulting, as needed

C. Year 3 – Calendar Year 2022

a. Member communication and education
b. TPA Agreement for FSA/HRA administrator, if warranted
c. General benefits consulting, as needed

Section 6
Required Protection of Confidential Information and Data Security

Contractor, inclusive of any subsidiaries and related entities shall gain access to State data and information and with respect to such will comply with the following terms and conditions.

1. Definitions
   a. Confidential Information. Protected health information (PHI), personally identifiable information (PII), and other personal private, and/or sensitive information.
   b. Data. All information and things developed or obtained during the performance of, or acquired or developed by reason of, this agreement, including but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
2. Contractor Responsibilities
   a. Confidential Information obtained by Contractor shall remain the property of the State and shall at no time become the property of Contractor unless otherwise explicitly permitted under the Agreement.
   b. Contractor shall develop and implement policies and procedures to safeguard the confidentiality, integrity and availability of the State's information.
   c. Contractor shall not use the State's Confidential Information developed or obtained during the performance of, or acquired or developed by reason set forth within the Agreement, except as is directly connected to and necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.

Contractor's Initials: [illegible]
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d. In the event Contractor stores Data and/or Confidential Information, such information shall be encrypted by Contractor both at rest and in motion.

e. Contractor shall have, and shall ensure that any subcontractors or related entities have, proper security measures in place for protection of the State's data. Such security measures shall comply with HIPAA and all other applicable State and federal data protection and privacy laws.

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

4. Breach Notification.

a. Contractor shall notify the State of any security breach, or potential breach of Contractor or any subcontractors or related entities, that jeopardizes, or may jeopardize the State's Data, Confidential Information, or processes. For purposes of reporting under this Section, security breach or potential breach shall be limited to the successful or attempted unauthorized access, use, disclosure, modification, or destruction of information, or the successful or attempted interference with system operations in an information system.

b. Contractor shall notify the State of a security breach, or potential breach of Contractor or any subcontractors or related entities upon discovery. Contractor will treat a security breach or potential breach as being discovered as of the first day on which such incident is known to Contractor, or by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a security breach or potential breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Contractor.

c. Full disclosure of the security breach or potential breach of Contractor or any subcontractors or related entities shall be made and include all available information resulting from investigation of the security breach or potential breach. Contractor shall: make efforts to investigate the causes of the security breach or potential breach; promptly take measures to prevent any future breach; and mitigate any damage or loss. In addition, Contractor shall inform the State of the actions it is taking, or will take, to reduce the risk of further loss to the State.

d. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be coordinated with the State.

5. Liability and Damages. In addition to Contractor's liability as set forth elsewhere in the Agreement, if Contractor or any of its subcontractors or related entities is determined by forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of State's data or Confidential Information, the State shall recover from Contractor all costs of response and recovery resulting from the security breach or potential breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services. A security breach or potential breach may cause the State irreparable harm for which monetary damages would not be adequate compensation. In the event of such an incident, the State is entitled to seek equitable relief,

Contractor's Initials: MM
Date: 12/21/2019

including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the State may be entitled at law or in equity. Such remedies shall not be deemed exclusive, but shall be in addition to all other remedies available at law or in equity, subject to any express exclusion or limitations in the Agreement to the contrary.

6. Data Breach Insurance. In addition to Contractor's insurance obligations as set forth in the form contract P-37, Contractor shall carry Data Security & Privacy Cyber Liability Insurance coverage for unauthorized access, use, acquisition, disclosure, failure of security, breach of Data or Confidential Information, privacy perils, in an amount not less than $10 million per annual aggregate, covering all acts, errors, omissions, at minimum, during the full term of this Agreement. Such coverage shall be maintained in force at all times during the term of the Agreement and during any period after the termination of this Agreement during which Contractor maintains State Data or Confidential Information.
7. Data Recovery. Contractor shall be responsible for ensuring backup and redundancy of the State's Data and Confidential Information for recovery in the event of a system failure or disaster event within Contractor's data storage systems. Contractor shall ensure that its subcontractor or related entities provide similar backup and redundancy of the State's Data and Confidential Information.
8. Return or Destruction of Data and Confidential Information. Upon termination of the Agreement for any reason, Contractor shall:
    a. Return or destroy the Data or Confidential Information Contractor still maintains in any form. Whether the information is returned or destroyed is determined at the sole discretion of the State. Information that is destroyed shall be permanently deleted and not recoverable according to National Institute of Standards and Technology approved methods. Contractor shall provide the State with certificates of destruction and/or certificates verifying that all information has been returned and none retained. If it is not feasible for Contractor to return or destroy portions of such confidential data or information in its possession, Contractor shall inform the State as to the specific reasons that make such return or destruction infeasible and may retain such data or information with approval of the State which shall not be unreasonably withheld.
    b. Certain types of information which must be retained for the State's benefit, such as records of actuarial determinations, will be maintained as agreed upon by the State.
    c. Continue to use appropriate safeguards as identified above with respect to any Data or Confidential Information that is retained
    d. Not use or disclose Data or Confidential Information retained other than for purposes for which such information has been retained, and subject to the same terms and conditions as set forth in the original Agreement.
9. Access to System Logs. Pursuant to Contractor approval of State of New Hampshire personnel, contractor shall allow the State access to system security logs, latency statistics, etc., that affect the Agreement, the State's data and/or processes. This includes the ability of the State to request a report of the records that a specified user accessed over a specified period of time.

Contractor's Initials: MA
Date: 12/2/2019

10. Import/Export Data. The State shall have the ability to import or export data in piecemeal manner or in its entirety at its discretion without interference from the Contractor and with the Contractor's assistance, at no additional cost to the State.
11. Survival. This Section 6 *Required Protection of Confidential Information and Data Security* shall survive termination or conclusion of the Agreement.

Section 7
Performance Guarantees

Results for the Performance Guarantees shall be measured and reported annually by the Contractor with input from the State, as needed, within 60 calendar days following the end of each calendar year of the Agreement. Any penalties due to the State shall be remitted in a separate check, and not as an invoice credit, no later than 30 days after Performance Guarantee results are reported to the State.

Category	Standard	Amount
Accuracy of Deliverables	All materials, presentations, training guides, documents provided to the State will be accurate	$5,000
Meeting Deadlines	All deliverables are completed in their final form and presented to the State on or before the mutually agreed upon completion date.	$5,000
Response Time for Returned calls	Calls from the State will be returned within 4 business hours 95% of the time.	$5,000
Invoicing	Invoices delivered to the State in accordance with the mutually agreed upon invoicing deadlines.	$5,000
Consistent Staffing	Account team members will remain constant for a least the first 18 months of the contract period excluding changes due to terminations and promotions.	$5,000
Implementation Team Turnover	Implementation team members will not change and will be responsible for accurate installation of all administrative and financial parameters described in this Agreement.	$5,000
Continuity of Business	Contractor management throughout all contracts from implementation through transition to new Contractor ensuring continuity of business with minimal to no member disruption.	$5,000
		$35,000

Contractor's Initials: [illegible]
Date: 12/2/2019

EXHIBIT B
CONTRACT PRICE, PRICE LIMITATION, AND PAYMENT

BILLING AND PAYMENT

Billing: The Contractor shall send the State a monthly invoice for consulting services performed. The Contractor shall agree to invoice the State no later than the end of the following month. For example, the Contractor will invoice the State for January 2020 consulting services no later than February 29, 2020. The invoice amounts shall include detailed backup including dates, description of the service charge, and if the charge is for general consulting services, the detail shall include the category, the amount of time spent, and the position title and name of the employee who performed the general consulting work.

Payment: The State shall pay the Contractor by ACH transfer within 30 days from the date of State's receipt of each invoice. If the State disputes any item on any invoice, the State shall pay the invoice in full and shall notify the Contractor, in writing, of the specific reason and amount of any dispute. The Contractor and the State shall work together, in good faith, to resolve any dispute as soon as reasonably practicable.

CONTRACT PRICE

The Contractor hereby agrees to provide the services in complete compliance with the terms and conditions specified in Exhibit A at the fees below for the term of the contract ("contract price"). The contract price limitation is $584,350; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of January 1, 2020 through the expiration date of December 31, 2022.

1. EMPLOYEE BENEFIT BROKERAGE SERVICES

The following schedule provides the Contractor's guaranteed flat fee based price for each service as detailed in Exhibit A for each year of the contract. The fees provided herein shall equal the total maximum amount the State shall be invoiced on an annual basis for each service provided. The State shall not pay any expenses or additional fees presented by the Contractor over and above the fees outlined herein. During the course of the contract, the Contractor and the State will work closely to determine the actual projects to be completed, and the Contractor should not assume all projects are going to take place.

Notwithstanding the above, the State reserves the right to re-allocate fees associated with the specific services as necessary during the contract term by a written change order (see Appendix B). A Change Order shall be defined as the document used to propose and accept changes to the scope of work of a project. Upon receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact to cost (e.g., increase or decrease). Change Order(s) shall be requested and approved in advance by the Director of Risk and Benefits of the Department of Administrative Services. No oral order or conduct by the State shall constitute a change order unless confirmed in writing by the State.

Project/Service	Year One 2020	Year Two 2021	Year Three 2022
Basic Life Insurance	$25,000		
Employee Paid Optional Life and AD&D	$5,000		
Dependent Eligibility Verification Audit	$15,000		
FSA/HRA Administration			$20,000

Contractor's Initials: AH
Date: 12/2/2019

Project/Service	Year One 2020	Year Two 2021	Year Three 2022
Employee Wellness Plan Administrator	$30,000		
COBRA Plan Administration	$20,000		
Communications/Education Vendor	$20,000	$20,000	$20,000
Annual Totals	**$115,000**	**$20,000**	**$40,000**

2. **EMPLOYEE BENEFITS CONSULTING SERVICES**

The following rate schedule provides the Contractor's rates for each project area for each year of the contract. During the course of the contract, the Contractor and the State will work closely to determine the actual projects to be completed, and the Contractor should not assume all projects are going to take place or the entire budget will be expended.

Prior to the commencement of any consulting services for the project areas listed, the State shall provide the Contractor with a detailed scope of work. Upon receipt, the Contractor shall submit a price quote to the State for the project(s) detailing the total amount of staff hours and hourly rate (in accordance with the rate schedule below) including a not to exceed dollar amount. The price quote(s) shall be submitted to the Contracting Officer, as set forth in Section 1.9 of the Form P-37, for approval by the State.

Notwithstanding the above, the State reserves the right to request changes or revisions to the scope of the projects at any time during the contract by a written Change Order (see Appendix B). A Change Order shall be defined as the document used to propose and accept changes to the scope of work of projects. Upon receipt of the Change Order, the Contractor shall advise the State, in detail, the hours and total price based upon the rates detailed below (e.g. increase or decrease). Change Order(s) shall be requested and approved in advance by the Director of Risk and Benefits of the Department of Administrative Services. No oral order or conduct by the State shall constitute a Change Order unless confirmed in writing by the State.

Project/Service	Estimated Hours Required	Year One 2020	Estimated Hours Required	Year Two 2021	Estimated Hours Required	Year Three 2022
Development of Marketing Materials & Strategy for Member Engagement and Education	250	$70,000	250	$70,000	250	$73,750
HBC Support	40	$10,000	40	$10,000	40	$10,600
Collective Bargaining	40	$10,000	40	$10,000	40	$10,000
Department Enrichment	70	$20,000	70	$20,000	70	$20,000
Other General Employee Benefits Consulting	100	$25,000	100	$25,000	100	$25,000
Annual Totals		**$135,000**		**$135,000**		**$139,350**

Contractor's Initials: CNK
Date: 12/2/2019

3. HOURLY RATES

Contractor

Contractor Staff Position	Year One 2020	Year Two 2021	Year Three 2022
Senior Vice President Level	$320	$320	$335
Vice President Level	$300	$300	$315
Senior Analyst	$270	$270	$285
Analyst	$235	$235	$240
Associate Analyst	$200	$200	$210

Contractor's Initials: [illegible]
Date: 11/12/2019

EXHIBIT C
SPECIAL PROVISIONS

The parties agree to the following amendments to the corresponding provisions in the P-37, General Terms and Conditions:

There are no special provisions.

Contractor's Initials: MK
Date: 12/2/2015

Appendix A
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

1. Definitions

   a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   b. All terms not otherwise defined herein shall have the same meaning as those set forth in the HIPAA Rules.

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

   a. Permitted Uses and Disclosures

      i. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or any agreement between the parties, or as required by law.

      ii. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner consistent with HIPAA Rules. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.

      iii. Business Associate may use PHI as necessary to perform data aggregation services, and to create Summary Health Information and/or Limited Data Sets. Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for herein, shall ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the Summary Health Information and/or Limited Data Sets or contact the individuals other than for the management, operation and administration of the Plan.

Contractor's Initials: AM
Date: 12/2/2011

iv. Business Associate may use and disclose PHI (a) for the management, operation and administration of the Plan, (b) for the services set forth in the Agreement, which include (but are not limited to) Treatment, Payment activities, and/or Benefits Administration as these terms are defined in this Agreement and 45 C.F.R. § 164.501, and (c) as otherwise required to perform its obligations under this Agreement, or any other agreement between the parties provided that such use or disclosure would not violate the HIPAA Regulations.

v. Business Associate may disclose, in conformance with the HIPAA Rules, PHI to make disclosures of De-Identified Health Information, Limited Data Sets, and Summary Health Information. Contractor shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for herein, ensure that any agents or subcontractors to whom it provides such information agree to the same restrictions and conditions that apply to Contractor, and not identify the De-Identified Health Information., Summary Health Information and/or Limited Data Sets or contact the individuals. Business Associate may also disclose, in conformance with the HIPAA Regulations, PHI to Health Care Providers for permitted purposes including health care operations.

vi. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) an agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

vii. To the extent practicable, Business Associate shall not, unless such disclosure is reasonably necessary to provide services outlined in the Agreement, disclose any PHI in response to a request for disclosure on the basis it is required by law without first notifying Covered Entity. In the event Covered Entity objects to the disclosure it shall seek the appropriate relief and the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

b. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate or Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

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

Contractor's Initials: AH
Date: 12/2/2015

Covered Entity, except as permitted for Business Associate's proper management and administration as described herein.

3. Information Safeguards

   a. Privacy of Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

   b. Security of Covered Entity's Electronic Protected Health Information. Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf.

   c. No Transfer of PHI Outside United States. Business Associate will not transfer PHI outside the United States without the prior written consent of the Covered Entity. In this context a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to, store, copy or disclose PHI.

   d. Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard PHI created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such PHI.

   e. Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale (as defined in the HIPAA rules) of PHI.

   f. Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

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

4. Compliance With Electronic Transactions Rule

   a. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with

Contractor's Initials: MM
Date: 12/2/2014

each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

5. Individual Rights and PHI

a. Access

i. Business Associate shall respond to an individual's request for access to his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with regard to PHI that Business Associate and/or its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals to invoke a right of access under the HIPAA Privacy Regulation. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), any PHI about the individual created or received for or from Covered Entity in the control of Business Associate's and/or its Subcontractors for inspection and obtaining copies so that Covered Entity may meet its access obligations under 45 CFR 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where required by the HITECH Act.

b. Amendment

i. Business Associate shall respond to an individual's request to amend his or her PHI as part of Business Associate's normal customer service functions, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend under the HIPAA Privacy Regulation. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall amend any portion of the PHI created or received for or from Covered Entity in the custody or control of Business Associate and/or its Subcontractors so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

c. Disclosure Accounting

i. Business Associate shall respond to an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to a request with respect to the PHI Business Associate and its Subcontractors

Contractor's Initials: MA
Date: 12/8/2015

maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164.528:

iii. Disclosure Tracking. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under 45 CFR 164.528(a)(1).

iv. Disclosure Information. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164.502(a)(2)(ii) or §164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.

v. Repetitive Disclosures. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

vi. Exceptions from Disclosure Tracking. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of PHI if Covered Entity need not account for such disclosures under the HIPAA Rules.

vii. Disclosure Tracking Time Periods. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 3.j.iii.2 above for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information.

d. Confidential Communications

i. Business Associate shall respond to an individual's request for a confidential communication as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation. If an individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's Subcontractors, Business Associate shall refer individual to Covered Entity. Business Associate assumes

Contractor's Initials: Am
Date: 12/2/2019

no obligation to coordinate any request for a confidential communication of PHI maintained by other business associates of Covered Entity.

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

e. Restrictions

i. Business Associate shall respond to an individual's request for a restriction as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual (or the individual's personal representative). Business Associate shall respond to the request with respect to the PHI Business Associate and its Subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

ii. In addition, Business Associate shall promptly, upon receipt of notice from Covered Entity, restrict the use or disclosure of individuals' PHI, provided the Business Associate has agreed to such a restriction. Covered Entity agrees that it will not commit Business Associate to any restriction on the use or disclosure of individuals' PHI for treatment, payment or health care operations without Business Associate's prior written approval.

6. Breach

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

b. Business Associate shall report a Breach or a potential Breach to Covered Entity upon discovery of any such incident. Business Associate will treat a Breach or potential Breach as being discovered as of the first day on which such incident is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach or potential Breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer or other agent of Business Associate. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period.

Contractor's Initials: AM
Date: 12/2/2016

Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

i. Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

ii. Identify the scope of the Breach, including the number of Covered Entity members involved as well as the number of other individuals involved;

iii. Identify the types of PHI that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

iv. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

v. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

vi. Identify what steps the individuals who were subject to a Breach should take to protect themselves;

vii. Provide such other information as Covered Entity may reasonably request.

c. Security Incident. Business Associate will promptly upon discovery of such incident report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will treat a Security Incident as being discovered as of the first day on which such incident is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Security Incident if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Security Incident, who is an employee, officer or other agent of Business Associate. If any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured PHI, Business Associate will make the report in accordance with the provisions set forth above.

d. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

e. Breach Notification to Third Parties. Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media. Should such notification be necessary, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported.

7. Term and Termination

Contractor's Initials: [illegible]
Date: 12/2/2014

a. The term of this Agreement shall be effective as of January 1, 2020, or Governor and Executive Council approval, and shall terminate on December 31, 2022 or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

b. In addition to general provision #10 of this Agreement the Covered Entity may, as soon as administratively feasible, terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement set forth herein as Appendix A. Prior to terminating the Agreement, the Covered Entity may provide an opportunity for Business Associate to cure the alleged breach within a reasonable timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.

c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

   i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

   ii. Destroy, in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the remaining PHI that Business Associate still maintains in any form;

   iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

   iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and

   v. Destroy in accordance with applicable law and Business Associate's record retention policy that it applies to similar records, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

d. The above provisions shall apply to PHI that is in the possession of any Subcontractors of Business Associate. Further Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed.

e. Business Associate's obligations under this Section 7.c. shall survive the termination or other conclusion of this Agreement.

8. Covered Entity's Responsibilities

   a. Covered Entity shall be responsible for the preparation of its Notice of Privacy Practices ("NPP"). To facilitate this preparation, upon Covered Entity's request, Business Associate will provide Covered Entity with its NPP that Covered Entity may use as the basis for its own NPP.

Contractor's Initials: MA
Date: 12/2/2019

Covered Entity will be solely responsible for the review and approval of the content of its NPP, including whether its content accurately reflects Covered Entity's privacy policies and practices, as well as its compliance with the requirements of 45 C.F.R. § 164.520. Unless advance written approval is obtained from Business Associate, Covered Entity shall not create any NPP that imposes obligations on Business Associate that are in addition to or that are inconsistent with the HIPAA Rules.

b. Covered Entity shall bear full responsibility for distributing its own NPP.

c. Covered Entity shall notify Business Associate of any change(s) in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change(s) may affect Business Associate's use or disclosure of such PHI.

9. Miscellaneous

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

b. Amendment. Covered Entity and Business Associate agree to take action to amend the Agreement as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

c. Business Associate shall make available all of its internal practices, policies and procedures, books, records and agreements relating to its use and disclosure of Protected Health Information to the United States Department of Health and Human Services as necessary, to determine compliance with the HIPAA Rules and with this Appendix A.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.

e. Severability. If any term or condition of this Appendix A or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Appendix A are declared severable.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Appendix A.

The State of New Hampshire Employee and Retiree Health Benefit Program	Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Charles Arlinghaus	Marian Mitchell
Name of Authorized Representative	Name of Authorized Representative

Contractor's Initials: MM
Date: 12/6/2019

Commissioner Dept. Admin Svcs.
Title of Authorized Representative

President Employee Benefits
Title of Authorized Representative

12-4-19
Date

12-2-2019
Date

Nancy J. Palmieri

NANCY J. PALMIERI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 11/21/2025

Contractor's Initials: MK
Date: 12/6/2019

Appendix B

Change Order No._____
Contract for Consulting Services

State of New Hampshire
Contract for Employee Benefit Consulting and Brokerage Services

CHANGE ORDER REQUEST FORM

1. Requesting Party:

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

Date Submitted:
Date Resubmitted:

2. Description of Change Order Request:

3. Completion Criteria:

4. Business Justification:

5. Deliverables:

6. Financial Impact (If any):

7. Impact of Request on Schedule (If any):

8. Payment Required (If any):

The State will be invoiced under the customary procedures.

_____ Date: 12-2-2019
Authorized Signor for Contractor
HUB International New England, LLC

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

Accept ☐ Reject ☐ Explanation:

_____ Date: _____
Joyce Pitman, Director of Risk and Benefits
Contracting Officer for State Agency

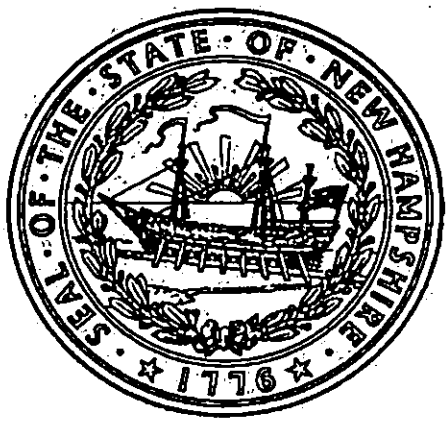
Contractor's Initials: mm
Date: 12/2/2019

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HUB INTERNATIONAL NEW ENGLAND, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on October 28, 2004. 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: **495114**
Certificate Number: **0004621458**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of November A.D. 2019.

William M. Gardner
Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Robert Sajdak (Name), **hereby certify** that I am duly elected Clerk/Secretary/Officer of Hub International New England, LLC (Name of Corporation). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 2, 2019, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Marion Minichiello SVP (Name and Title) (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Hub International New England, LLC (Name of Corporation) with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 2, 2019 **ATTEST:** [signature] Asst. Sec., VP
(Name & Title)

JOAN C REILLY
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 5, 2021

Joan C. Reilly
ILLINOIS - COOK
12/2/19

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2019

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

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

PRODUCER
Hub International Northeast Limited -NY
1065 Avenue of the Americas/
5 Bryant Park
New York NY 10018

CONTACT NAME:
PHONE (A/C, No, Ext): 212-338-2000 FAX (A/C, No): 212-338-2100
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : National Surety Corp.	21881
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 021071
Hub International New England LLC
c/o Hub International N.E. Limited
5 Bryant Park, 4th Floor
New York NY 10018

COVERAGES CERTIFICATE NUMBER: 639528863 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL05472010-07	6/1/2019	6/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Host Liquor Liab.	$ 1,000,000
A	AUTOMOBILE LIABILITY			BAP5472012-07	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			SUO00058242389	6/1/2019	6/1/2020	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7175-19-47	11/1/2019	11/1/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							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)
30 days written notice of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

NH Department of Administrative Services
Division of Risk and Benefits
25 Capitol Street, Room 412
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/19

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

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

PRODUCER
HUB International Midwest Limited
Professional Liability Department
55 East Jackson Blvd
Chicago, IL 60604

CONTACT NAME:
PHONE (A/C, No, Ext): 312 922-5000 FAX (A/C, No): 866 748-9821
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ironshore Indemnity, Inc.	23647
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hub International Limited
300 North LaSalle St., 17th Floor
Chicago, IL 60654

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Ins Agents E&O			004235800	11/15/2019	11/15/2020	$10,000,000/$10,000,000	

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

This coverage applies to all U.S. operations of Hub International Limited.

HUB International New England, LLC is an insured under Hub International Limited's master contract.

CERTIFICATE HOLDER

NH Department of Administrative Services Division of Risk and Benefits
25 Capitol Street, Room 412
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/2/2019

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.

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PRODUCER
HUB International Midwest Limited
55 East Jackson Boulevard
Chicago IL 60604

CONTACT NAME:
PHONE (A/C, No, Ext): 312-922-5000 FAX (A/C, No): 866-748-9821
E-MAIL ADDRESS: CSUChicago@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED HUBINTE-20
HUB International New England LLC
1667 Elm St, Suite 102
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: 1642006645 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability-Primary			MTP9034206 03	11/15/2019	11/15/2020	$10,000,000	$100,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage: Excess Cyber Liability
Insurer: Liberty Surplus Insurance
NAIC: 10725
Policy No: EO5CHABWDUH001
Policy Term: 11/15/19 to 11/15/20
Limit: $10,000,000 excess of $10,000,000

Coverage: Excess Cyber Liability
See Attached...

CERTIFICATE HOLDER

NH Department of Administrative Services Division of Risk and Benefits
25 Capitol Street, Room 412
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Neil R. Hughes

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AGENCY CUSTOMER ID: HUBINTE-20

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
HUB International Midwest Limited		HUB International New England LLC 1667 Elm St, Suite 102 Manchester, NH 03101
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Insurer: Endurance American
NAIC: 10641
Policy No. PRX10010198403
Policy Term: 11/15/19 to 11/15/20
Limit: $10,000,000 excess $20,000,000

Coverage: Excess Cyber Liability
Insurer: Berkley Assurance Co.
NAIC: 39462
Policy No. BCRS2-3000174
Policy Term: 11/15/19 to 11/15/20
Limit: $10,000,000 excess $30,000,000

Coverage: Excess Cyber Liability
Insurer: Scottsdale Insurance Company
NAIC: 41297
Policy No. XMS1901452
Policy Term: 11/15/19 to 11/15/20
Limit: $10,000,000 excess $40,000,000

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