



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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March 23, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into an agreement with Constitution State Services, LLC, (CSS), Hartford, Connecticut (Vendor #396640) for Workers' Compensation Third Party Administration and Related Services (Agreement) at the cost of \$3,400,000 for the term effective July 1, 2022 through June 30, 2027, with the option to extend up to two (2) additional years with Governor and Executive Council approval. The fees will be billed in monthly installments and allocated to state agencies.

Funding will be through individual agency expenditures, contingent upon availability and appropriations for all fiscal years.

EXPLANATION

RSA 21-I:24 and 21-I:25-a together authorize the Commissioner of DAS to enter into contracts for services directly related to the provision and monitoring of workers' compensation benefits payable to state employees. RSA 281-A:11 permits the State to self-insure for workers' compensation coverage and directs the legislature to appropriate sufficient funds to implement a self-insurance program that includes legal costs, benefits and administrative costs. Because the State self-funds its workers' compensation program, it contracts with a third-party administrator to manage and pay its claims related costs including wage replacement (indemnity), medical and other claims expenses. The state reimburses the third party administrator on a monthly basis. The total contract cost of \$3,400,000 includes a contingency for additional services like loss control site visits or ad hoc reporting, if necessary, over the contract period.

DAS issued bid invitations through Request for Proposal (RFP) 2546-22 on December 21, 2021. The RFP was posted on the state website and two bidders provided proposals in response to the RFP.

The scoring of the proposals was based upon the following areas and corresponding weights: Financial (50%) and Non-Financial (50%) - Account management, Claims administration, Medicare secondary payer, Lien waiver requests, Disability management, including Modified

duty/Alternative work/Vocational rehab, Litigation management, Claims payment services and Invoicing (15%), Claims to be serviced, Implementation plan for new claims and Transition plan of open and existing claims (10%), Managed care services, Reporting, Risk management information system (10%), Loss control services (10%) and Performance guarantees (5%). In accordance with the State's procurement rules, non-financial scoring was based on the quality of each bidder's response and not based on any outside knowledge of the programs and/or services offered by each bidder.

The proposal submitted by CSS received the highest ranking score and was recommended unanimously by the evaluation team. The evaluation team members were: Joyce Pitman, DAS, Director of Risk and Benefits, Margaret Blacker DAS, Deputy Director, Gary Lunetta, DAS, Director of Procurement and Support Services, Alan Sylvester, DAS, Workers Compensation Administrator, Shawn Byron, DAS Loss Control Consultant and Kelly Studebaker, Department of Health and Human Services, Human Resources Technician. Team biographies are attached.


The evaluation team reviewed and scored the two proposals from CSS and Cross Insurance TPA, Inc. (Cross). The non-financial proposals were competitive. Of the 50 total possible points available for technical merit, CSS received the highest technical score at 41.7 points, followed by the incumbent, Cross, who scored 39.4 points. CSS's higher total final score is primarily attributed to its financial proposal.

The financial scoring was based on the combined total annual fixed fees for claims administration, annual actuarial reporting fees, and open and existing claims transition fees for the five (5) year period from July 1, 2022 through June 30, 2027. The lowest cost proposal was awarded 100% of the 50 financial points available. The other financial proposal was scored on a sliding scale basis losing two (2) points for every 1% more costly than the lowest cost proposal. CSS submitted the lowest cost proposal and received 50 points. Cross received 20.92 points. A scoring summary sheet is attached.

Based on the foregoing, CSS received the highest total score with 91.7 points out of the total possible 100 points. In addition to potential savings through utilization of in-house litigation services, CSS provides a robust risk management information system (RMIS) that will assist agencies with tracking their open claims including providing system notifications of claims activity.

DAS respectively recommends approval of the contract as submitted.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner
Administrative Services

JOYCE PITMAN

Current Position: Director, Division of Risk and Benefits, Department of Administrative Services

Background: Joyce Pitman joined DAS in the Division of Risk and Benefits in 2013 and began serving as the Director in May 2018. As Director, Joyce oversees all Property and Casualty and Workers Compensation initiatives, including procurements and contract management. Joyce has a BS in Health Management and Policy from the University of New Hampshire and an MBA in Business Administration/HR Management from Southern NH University. Previously, Joyce worked for 15 years in Health Benefits Administration and Human Resources. She has a wealth of knowledge in vendor relations and the contract management process.

GARY LUNETTA

Current Position: Director, Bureau of Purchase and Property, Department of Administrative Services

Background: Gary Lunetta joined DAS in the Bureau of Procurement and Support Services in 2017 and began serving as the Director in January 2018. Gary has over 30 years of procurement and contract management experience in the private sector working for companies like Allied Universal as the District Area Contracts Manager and Client Value Manager and Raytheon Engineers & Constructors, Inc. as a Regional Procurement Manager. Gary has a Bachelor's Degree in Business Management and Associate's Degree in Procurement from Northeastern University.

MARGARET BLACKER

Current Position: Deputy Director, Division of Risk and Benefits, Department of Administrative Services

Background: Margaret has been employed by the State of NH since February 2016. In her current position as Deputy Director, Margaret administers Department of Administrative Services (DAS) objectives under the Division of Risk and Benefits. Responsibilities include providing oversight of the State's property and casualty insurance programs including workers' compensation, fleet, and other liability insurance policies. Margaret also has over 20 years of experience in employee benefit administration, property liability and workers' compensation claims administration working in the private and non-profit sectors. Margaret holds a Bachelor of Science in Business Administration from Southern NH University.

ALAN SYLVESTER

Current Position: Administrator III, Workers' Compensation Administrator, Risk and Benefits, Department of Administrative Services

Background: Alan has worked at the State of New Hampshire for a total of thirteen years. As Occupational Health and Safety Coordinator at DHHS, Alan coordinated the AED rollout, provided education and training, and conducted quarterly safety inspections for fifteen facilities. While at DAS, Alan held the position of Loss Control Consultant in the Risk and Benefits Unit for almost five years before moving into his current position as Workers' Compensation Administrator. In his current position, Alan works closely with both Liberty Mutual and Cross Insurance on claims management. Alan also has over ten years of Occupational Health and Safety experience in the private sector, including employment with Watts Water Technologies, CCMSI, and Boston University. Lastly, Alan holds a Bachelor degree in Occupational Health and Safety from Keene State College.

SHAWN BYRON

Current Position: Loss Control Consultant, Division of Risk & Benefits, Department of Administrative Services

Background: Shawn has been employed with the State for almost 10 years, and came to the State with 11 years of experience in the Environmental Health & Safety field. Shawn began working for the NH Department of Transportation in 2012 as a Safety Auditor and became the Safety Officer for the department before joining the Division of Risk & Benefits in 2016. In his current role, Shawn serves as a liaison for state agencies with respect to employer health and safety obligations and assists agencies with identifying loss exposure for personnel, property and potential liabilities present in State operations. Shawn holds a Bachelor of Science Degree from the University of New Hampshire with a Minor in Justice Studies.

KELLY STUDEBAKER

Current Position: Human Resources Technician, Bureau of Human Resources, Department of Health and Human Services.

Background: Kelly has worked for the State of New Hampshire for 10 months, providing administration of FMLA and Worker's Compensation programs, as well as employee benefits. She assists in the support of over three thousand state employees, and manages the accounts for the Departments of Public Health, Juvenile Justice, Children and Youth Services, and the Sununu Youth Services Center. Kelly has over 15 years' experience providing Human Resource Generalist, FMLA, WC, Payroll, Benefits, and Employee Relations functions for the federal government, academia, hospitality, and service industries.

**State of New Hampshire
Workers' Compensation TPA Services RFP Scoring Summary**

FINANCIAL SCORE	Total Possible Points	Cross	CSS
Year 1		\$711,350	\$667,000
Year 2		\$727,500	\$607,500
Year 3		\$744,000	\$617,500
Year 4		\$761,200	\$656,500
Year 5		\$778,650	\$701,500
Total Cost		\$3,722,700	\$3,250,000
Price Difference		\$472,700	
Percentage Difference in Price		14.54%	
Point Difference in Score		29.08	
FINANCIAL TOTAL SCORE	50	20.92	50

NON-FINANCIAL SCORE	Total Possible Points	Cross	CSS
Account Management, Claims Administration, Medicare Secondary Payer, Lien Waiver Requests, Disability Management, Litigation Management, Claims Payment Services, and Invoicing	15	7	7.9
Claims to be Serviced, Implementation Plan and Transition Plan	10	13	13
Managed Care Services, Reporting, Risk Management Information System	10	7.4	8.6
Loss Control Services	10	7	7.2
Performance Guarantees	5	5	5
NON-FINANCIAL TOTAL SCORE	50	39.4	41.7
TOTAL SCORE	100	60.32	91.7

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


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 Dept. of Administrative Services (DAS), Division of Risk and Benefits		1.2 State Agency Address 25 Capitol Street, Room 412 Concord, NH 03301	
1.3 Contractor Name Constitution State Services LLC		1.4 Contractor Address One Tower Square Hartford, CT 06183	
1.5 Contractor Phone Number 860-954-2159	1.6 Account Number 014-1405-80010000-102	1.7 Completion Date 06/30/27	1.8 Price Limitation \$3,400,000.00
1.9 Contracting Officer for State Agency Joyce I. Pitman		1.10 State Agency Telephone Number 603-271-3080	
1.11 Contractor Signature  Date: 3/22/2022		1.12 Name and Title of Contractor Signatory John R. Gorecki Jr., President	
1.13 State Agency Signature  Date: 3/24/22		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner Dept. of Administrative Services	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>/s/ Christen Lavers</i> On: 3/24/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not

be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States

Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

WC TPA SERVICES AGREEMENT

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**EXHIBIT A
SPECIAL PROVISIONS**

#14 Insurance –

Delete subsection 14.1.2.

EXHIBIT B
SERVICES TO BE PERFORMED

A. INTRODUCTION

This agreement is entered into by and between the State of New Hampshire ("State") and Constitution State Services LLC ("CSSLLC") for workers' compensation third party claims administration (TPA) and related services (Agreement).

This is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified herein.

The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

B. EFFECTIVE DATE

Effective Date of Agreement: Upon Governor and Executive Council Approval

Coverage Term Begins: 7/1/22

Expiration Date of Agreement: 6/30/27

This contract may be extended for up to two (2) additional years subject to Governor and Executive Council approval.

C. DEFINITIONS

For the purposes of this Agreement and any addenda, attachments or schedules thereto, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent.

Allocated Loss Adjustment Expenses (ALAE): All expenses allocable to a claim including but not limited to, legal expenses or attorneys' fees, court costs or fees, fees for service of process, costs for depositions or examinations under oath, interest, costs for copies of any public records, transcription services, appraisal fees, cost of hospital or other medical reports, medical examinations, medical bill review or hospital bill review fees, PPO Network fees, utilization review fees, private investigation, surveillance, professional photography, expert witness analysis or testimony, accident reconstruction, electronic legal billing, CSSLLC hearing/trial attendance, engineering analysis, non-CSSLLC field investigation, index bureau report. The definition of "allocated loss adjustment expense" shall be amended when, and to the extent, necessary to bring the definition into compliance with applicable law.

The following shall not be included as Allocated Loss Adjustment Expenses.

1. Salaries, overhead and traveling expenses of CSSLLC employees, except for employees while doing activities previously listed as allocated expenses(s).

2. Fees paid to independent claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters), for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury or disease or damage, including evaluation and settlement of covered Claims.
3. Expenses which are defined as either an indemnity or medical loss.

Claim: Any request or demand for consideration of payment of a loss or investigation of a loss with respect to New Hampshire Workers' Compensation Law RSA 281-A. For purposes of this Agreement, Claim(s) shall also include the Open Claims Inventory.

Cradle to Grave: Workers' compensation Claims that are reported to CSSLLC from 7/1/2022 through 6/30/2027 as well as the Open Claims Inventory transferred to and handled by CSSLLC until closed or fully resolved, regardless of the termination date of this Agreement.

Employee: As defined by New Hampshire RSA 281-A:2, VII as it applies to the State as an employer.

Workers Compensation Claims are categorized as **CM** or **CB**. To assist the State in distinguishing the two categories of Claims, CSSLLC offers the following definitions of each Claim.

A '**CM**' loss designator denotes a Workers Compensation Claim which involves medical treatment only, no 24-hour voice-to-voice contact is necessary with the injured employee, employer or provider of medical services and in which:

- There is no issue requiring investigation for compensability, offsets or subrogation.*
*CSS will work with the State to establish and implement a claim specification process to identify, categorize and investigate those "medical only" claims which may require CSS to conduct additional fact finding.
- Lost workdays do not exceed the applicable statutory waiting period but may involve a return to work under modified duty for a period of less than 90 days.
- There are no payments or reserves for categories other than medical or expense.
- No reserve advisory or status reports, customer meetings or pre-settlement concurrence review are requested.
- Injury does not require medical treatment beyond 180 days.
- Anticipated medical treatment is less than or equal to \$5,000.00.
- Injured employee is not represented by an attorney.
- There are no issues of causal relationship or excessive medical treatment.
- No issues of permanency or scarring are involved.

A 'CB' loss designator denotes a Workers Compensation Claim that does not fall within any of the above criteria for a CM designator, provided that the CSSLLC Claim Unit Manager may, in the good faith exercise of his or her Claim handling judgment, classify a Claim as either a 'CB' or a 'CM', if he or she believes that the Claim can be handled as he or she has classified it, without compromising the effectiveness of the Claim handling.

These definitions may change to conform with CSSLLC's claim department classifications.

Incident Only Claim: A report of an accident or occurrence to the claims handler for "reporting purposes only" or an accident or occurrence which does not require claim management due to inactive medical treatment. There is no financial activity on Incident Only Claims and no claim adjusting beyond the entry of up to three case manager-entered file notes.

Open Claims Inventory: Any request or demand for consideration of payment of a loss or investigation of a loss with respect to the services enumerated in this Agreement, which was reported to and managed by the State or its designee prior to the start of the coverage term of this Agreement and subsequently transferred to CSSLLC by the State for Claim services.

D. SCOPE OF SERVICES

CLAIMS ADMINISTRATION

CSSLLC shall perform workers' compensation third party claims administration services including but not limited to: claims reporting, claims adjusting services including compensability investigation, reserving practices, claim reviews, medical care and loss control, disability management, litigation management and payment control.

a. CLAIMS TO BE SERVICED

1. CSSLLC shall administer all workers' compensation claim activity generated by State employees beginning on July 1, 2022 and through June 30, 2027 including those claims transferred to CSSLLC as Open Claims Inventory, and continuing thereafter until each claim is completely resolved (from "Cradle to Grave").
2. The State may elect to transfer responsibility for servicing these claims during or following the termination of the contract period. CSSLLC shall handle claims from "Cradle to Grave", but the State reserves the right to transfer responsibility for any or all of the claim files at the time the contract terminates, or any time thereafter, if such a transfer would be in the best interest of the State. In the event of such a transfer, CSSLLC shall pay to the State within thirty days of written demand, an amount equal to one month of CSSLLC's annual fee. Upon the election of the State to transfer responsibility, CSSLLC shall transfer all records to the state or the successor Third Party Administrator in a manner agreed to by the parties and within 90 days of contract termination.

b. IMPLEMENTATION

1. CSSLLC shall begin implementation upon approval of the contract by

Governor and Council (G&C meeting date to be determined) for an effective date of coverage on July 1, 2022.

2. During implementation CSSLLC shall:

- Transfer all electronic claims data for Open Claims Inventory incurred on or after July 1, 2015 through June 30, 2022 from current TPA.
- Map every data element and information type from current TPA to a location in CSSLLC's Risk Management Information System (RMIS).
- Assimilate all open, closed and/or reported claims data, including imaged documents.
- Notify claimants and providers of the change in TPA.
- Ensure a seamless transition in indemnity payments and medical treatment/managed care.
- Conduct implementation meeting(s) that are open to all designated State agency risk management coordinators and agency personnel responsible for managing workers' compensation claims. The meeting(s) shall be held within thirty days of the contract effective date. The meeting(s) will address the following topics and include the stated materials: preparation and distribution of workers' compensation brochures, applicable forms and communication materials to State employees detailing workers' compensation online claim reporting procedures, the managed care network, loss prevention services and Risk Management Information Systems. At the State's discretion, these meetings may be held at central locations in State buildings or held via virtual remote meetings/calls.
- Provide each agency with workers' compensation Notice of Compliance posters.
- Ensure that CSSLLC's computerized Risk Management Information System for reporting claims is available to the State users upon the start of coverage term on July 1, 2022. CSSLLC shall also include written user instructions for submitting an online first report of injury as well as instructions on how to run reports. During the course of the contract term and/or upon request of the State, CSSLLC will hold orientation meetings to train risk management coordinators on the use of the Risk Management Information System or whenever a new version of CSSLLC's IT claim reporting computer system is rolled out.
- Ensure that the CSSLLC's managed care network is available to injured employees. This includes providing location-listing handouts at the implementation meeting(s).
 - Identify any claimants with Open Inventory Claims who are currently treating

outside CSSLLC's Managed Care network and recommend, as needed, appropriate steps to ensure uninterrupted medical treatment/care for said claimants. This may include transition to new medical providers and/or approval for continuation of treatment with current provider, in the most cost efficient manner as agreed upon and approved by the State.

- Train CSSLLC staff on the State account and, upon request, attend meetings or tours of State worksites to become familiar with State operations, personnel and workplace exposures.
- In conjunction with the State's Workers' Compensation (WC) Program Administrator, develop and implement within thirty (30) days of the effective date of contract, detailed adjuster special handling claim specifications with account team regarding required actions or notifications to the State's WC Program Administrator as deemed necessary by the State and derived from this Scope of Services in administration of State workers' compensation claims. These special handling claim specifications may be updated or modified upon mutual agreement between CSSLLC and the State and will include focus on litigation management, settlement consultation, claim and reserve communications, action plan updates, compensability decisions, permanent impairment and temporary alternative duty.
- Provide the State with a weekly status update on the implementation action items.

c. ACCOUNT MANAGEMENT

CSSLLC shall assign experienced personnel to the State account who have adequate caseloads, resources and time to service the account, in accordance with best practice. CSSLLC will be available to attend account management meetings as requested by the State but no less than semi-annually or more frequently if determined necessary. CSSLLC will provide a staffing plan detailing how the State's account will be serviced.

1. CSSLLC shall, at its own expense, provide all personnel, materials and resources necessary to perform the services under the contract. CSSLLC shall warrant that all personnel engaged in the contract services are qualified to perform the services and are properly licensed and otherwise authorized to perform services under all applicable laws. CSSLLC shall have dedicated senior management/loss control staff for the State account.
2. CSSLLC's personnel shall have a strong dedication to customer service in all aspects of its dealings with the State. CSSLLC's personnel shall return telephone calls promptly, be professional and maintain confidentiality when communicating with State employees.
3. CSSLLC's personnel shall be available to State personnel five days a week during normal business hours (Monday through Friday from 8am to 4:30 pm E.T.).
4. The State reserves the right to require CSSLLC to remove and/or reassign any employee, including the lead staff member, from the State account due to

unacceptable job performance. The State retains the right to approve any replacement employee(s).

5. CSSLLC shall coordinate with the Division of Risk and Benefits in a timely manner on topics including, but not limited to, RSA 91-A (NH's *Right-to-Know* law) requests, requests for information from State leadership and/or elected officials, job modification, termination and other issues, if they relate to workers' compensation matters. CSSLLC shall be willing to accommodate individual State agency personnel policies and rules, within reason, while maintaining compliance with RSA 281-A.
6. CSSLLC shall be responsible for coordinating quarterly claim reviews. Claim reviews will include a summary of the claim as well as a summary of corrective actions, including due dates and person(s) responsible.

d. CLAIM REPORTING AND ASSIGNMENT

1. CSSLLC shall provide instructions for the reporting of claims. The State shall be able to report a claim to CSSLLC via internet, telephone and/or fax twenty-four (24) hours a day seven (7) days a week. CSSLLC shall provide a toll-free number for claim reporting. Claim location, cause and injury coding, shall be in a format dictated by the State.

CSSLLC shall accept reports from the State or employee by establishing and maintaining a separate file on all such claims. CSSLLC will acknowledge receipt of all claims, identifying each with a file number for future reference.

2. CSSLLC shall be responsible for reporting claims to the NH Department of Labor and shall participate in the Central Index Bureau.
3. All Workers' Compensation claims reported to CSSLLC from 7/1/22 through 6/30/27 will be entered into CSSLLC's claim reporting system and assigned to an adjuster within one business day of report from the State. The day following the date of receipt, issuance, or other required action is counted as the first day. All file activity shall be fully documented either by paper or electronically, and shall include the source of information and dates of activity.

e. INVESTIGATION

All claims, including medical only and lost time claims, shall be investigated to determine compensability and include contact with the applicable agency personnel to verify accident details and resolve compensability issues.

CSSLLC agrees to work with the State to identify those "medical only" claims which may require CSSLLC to contact the employee for immediate statement and/or require additional fact finding, i.e. alleged stress claims and/or other unique type claims.

Lost time claims will require additional contact requirements as detailed here:

1. For all "appropriate" continuous lost time workers' compensation claims, CSSLLC will contact or make documented "reasonable attempts" to "contact" the following individuals within the following parameters:
 - Unless represented by an attorney, contact with the injured worker within one (1) business day of report of the claim by the State and request a recorded statement.
 - Contact with the appropriate personnel at the applicable State agency within one (1) business day of report of the claim by the State.
 - Contact with the injured worker's treating physician within two (2) business days of the report of the claim by the State.
 - Contact with relevant witnesses to verify accident details within two (2) business days of notice of existence and request a recorded statement.
2. All actual and attempted contacts will be documented by CSSLLC.
3. "Reasonable attempts" are defined as written documentation, posted in the electronic file of CSSLLC's attempts to contact the injured worker, employer, treating physician, and witnesses.
4. "Appropriate" is defined as cases with continuous lost time at the time of report that exceed the New Hampshire statutory waiting period of three (3) days, per RSA 281-A:22.
5. Verification of an employee's average wage consistent with jurisdictional requirements shall be obtained from the employer within ten (10) working days.
6. CSSLLC is responsible for identification and all aspects of filing claims with the NH Second Injury Fund, consistent with relevant state law. CSSLLC agrees to develop and maintain on an on-going basis, a report summarizing Second Injury Fund reimbursements and activities.

CSSLLC will provide for investigation by individuals, other than defense attorneys, in the preparation of the defense for Claims involving litigation.

Loss information on Claims being handled by CSSLLC will be provided. This loss information will include suggested reserves, payments and the disposition of Claims.

A list of outside physicians and other specialists for use as necessary in the independent examination and evaluation of all Claims will be maintained by CSSLLC.

CSSLLC will analyze each Claim to determine the State's rights against third parties. When appropriate, CSSLLC will supervise subrogation of Claims on behalf of the State.

f. CLAIM ACCEPTANCE OR DENIAL

1. CSSLLC shall manage receipt of the following workers' compensation forms from the State and work with agency personnel to obtain any information necessary to complete the forms. CSSLLC shall be responsible for filing claims

with the NH Department of Labor (DOL). Examples of such forms include but are not limited to:

- a. **Notice of Accidental Injury or Occupational Disease**
 - b. **Employer's First Report of Injury or Occupational Disease**
 - c. **Employer's Supplemental Report of Injury.**
 - d. **Wage Schedule**
 - e. **Supplemental Wage Schedule**
2. CSSLLC will accept or deny a claim that exceeds the New Hampshire three (3) calendar day waiting period within fourteen (14) calendar days from the first day of disability. This standard is held in abeyance if the claim is reported less than five (5) business days prior to the compensability due date. CSSLLC will mail a letter of denial within twenty-one (21) calendar days of receipt of claim to all appropriate parties: injured worker, attorney if injured worker is represented, employer and treating physician.
 3. If a claim is determined to be compensable, a first payment shall be issued in accordance with NH Department of Labor administrative rules, Lab 500.
 4. If a denial of compensability is in order, prompt and legally sufficient details of such denial shall be made to all the appropriate parties within twenty-one (21) calendar days from receipt of claim on form 9WCA-1 (Memo of Denial form). CSSLLC shall contact the State's WC Program Administrator and agency employer's representative advising of the intention to deny prior to issuing written notice to the employee. All denials shall be followed by timely administrative filings and a vigorous defense of non-meritorious claims.

g. RESERVING

CSSLLC shall establish initial reserves for workers' compensation indemnity claims within fourteen (14) business days of disability. Reserve estimates shall be revised whenever developments occur which change the ultimate loss exposure. Documentation shall exist, with reserve worksheets or other appropriate means to support the basis for reserve changes.

h. FRAUD PREVENTION

When appropriate, activity checks and/or surveillance shall be conducted by CSSLLC or its designee.

i. MEDICARE, MEDICAID AND SCHIP EXTENSION ACT OF 2007 (MMSEA REPORTING)

CSSLLC shall identify those individuals who are eligible to receive Medicare benefits and/or to whom Medicare Secondary Payer (MSP) requirements apply. CSSLLC will be designated the State's agent for the purpose of mandatory reporting under the Medicare and Medicaid Extension act of 2007 (MMSEA) and related regulations.

CSSLLC shall be responsible for the following:

- Accurately and timely submitting required reports including without limitation reports under the (MMSEA), specifically Section 111, and any regulations that the federal government may issue pertaining to the MMSEA, using the appropriate Responsible Reporting Entity (RRE) identification number.
- Promptly provide missing data and/or corrections to the US Department of Health and Human Services for Medicare and Medicaid Services (CMS) if inaccurate or incomplete data is submitted and make responsible staff available to CMS for inquiries.
- CSSLLC will bear financial responsibility for any fines levied by CMS on the State or the CSSLLC for failure to follow the requirements.

The State agrees to maintain current registration as the Responsible Reporting Entity with Centers for Medicare and Medicaid Services in accordance with MMSEA requirements, which includes an annual RRE recertification process. In the event the State fails to maintain active standing as the RRE, CSSLLC will not be able to submit required reports and all CSSLLC obligations as the reporting agent shall cease until the State is properly recertified.

j. LIEN WAIVER REQUESTS

In collaboration with the Division of Risk and Benefits, CSSLLC shall prepare all documents required for Governor and Council (G&C) meetings in accordance with employees' petition for workers' compensation lien waiver, in full or part, connected to a third party recovery. CSSLLC shall not tentatively agree to settlement amounts involving workers' compensation lien waivers without written approval from the Division of Risk and Benefits and shall make parties to any tentative agreement aware lien waivers are subject to G&C approval (RSA 281-A:13V).

k. DISABILITY MANAGEMENT/MODIFIED DUTY AND ALTERNATIVE WORK

Modified duty and/or temporary alternative work shall be evaluated and discussed with the employer by CSSLLC. All opportunities shall be confirmed and detailed in written correspondence by the CSSLLC, supplied to the physician and State WC Program Administrator, and copied to the employer agency contact. If available, CSSLLC shall inform the provider of modified duty opportunities prior to the employee's medical appointment where disability status will be assessed. CSSLLC shall follow the provisions of RSA 281-A:23-b for temporary alternative work opportunities for State employees.

1. CSSLLC shall arrange for the best medical care necessary to treat and cure injury or illness to State employees claiming workers' compensation benefits. CSSLLC shall provide the employer with a list of physicians/medical providers utilized and possessing experience in industrial medicine and managed care concepts within thirty (30) days of contract inception and annually thereafter. CSSLLC shall manage physicians/medical providers in the network on an ongoing basis to ensure standards are met.
2. The service team must promote a team approach to mitigate disability through

use of continual follow-up contact with the injured worker, employer and physician at intervals consistent with the injury and estimated length of disability to establish a return-to-work target date. Personnel utilized must possess expertise and licensing necessary to effectively discuss diagnosis, prognosis and extent of disability with treating physicians. Board certified physicians are preferred.

3. The treating physician must be provided with a complete job description detailing essential tasks and responsibilities required. If none are available from the State department, or in a form insufficient for medical comment on disability and return to work, CSSLLC will take whatever measures are necessary to detail essential tasks and job requirements. The physician shall be requested to facilitate an objective evaluation of the injured worker's ability to return to work. When necessary, CSSLLC will videotape the job and provide it to the physician.
4. CSSLLC must provide technical assistance to the employer in the development of task analysis for transitional and/or modified jobs when requested by the agency employer and approved by the Division of Risk and Benefits. If an offer of physician approved Temporary Alternative Work (TAD) is refused by an injured employee, CSSLLC must confer with the employer and/or RMU prior to requesting termination or reduction of benefits.
5. Independent medical examinations shall be conducted consistent with RSA 281-A:38, RSA 281-A:38-a, and Lab 700 where questions of disability, causal relationship, need for surgery and/or existing treatment or where reports of treating physician are not forthcoming. CSSLLC must be willing to enforce RSA 281-A:39 if State employees on workers' compensation refuse to submit to an examination.
6. When appropriate or as requested by the State, activity checks and/or surveillance shall be conducted consistent with length of disability and/or when the injured worker is suspected of exaggerating or prolonging disability. Persons or companies conducting activity checks and/or surveillance must be licensed and bonded.
7. If an offer of physician approved Temporary Alternative Work is refused by an injured employee, CSSLLC shall notify the State WC Program Administrator prior to requesting termination or reduction of benefits per RSA 281-A:48.
8. Vocational rehabilitation shall be provided per the provisions of RSA 281-A:25, RSA 281-A:68, and Lab 500. Vocational rehabilitation involves job placement, job analysis, aptitude testing, and vocational counseling services.

I. LITIGATION MANAGEMENT

CSSLLC will maintain a list of recommended attorneys and, at the State's request, will arrange for such attorneys to be retained on behalf of the State as the need arises for defense of Claims, subrogation of Claims or when otherwise requested by the State. When in CSSLLC's sole discretion, it determines it is appropriate, CSSLLC may recommend to the State attorneys employed by CSSLLC or its affiliates. CSSLLC may exercise this right on a case-by-case basis or more generally with respect to the State's

Claims. The State at all times retains the right to reject CSSLLC's recommendation of any attorney, including those employed by CSSLLC or its affiliates, and to choose other attorneys to defend Claims, handle subrogation of Claims or as otherwise needed by the State. Where permitted by law, CSSLLC will use staff hearing representatives to defend workers' compensation Claims against the State. The State retains the right to request non-staff hearing representatives to be used for such Claims.

CSSLLC will review attorney activity and assist with discovery as well as pre-trial preparation of each case, including continued negotiation and settlement effort where warranted.

Attorney billings will be analyzed for consistency with fee arrangement and necessity for expenses or time incurred.

CSSLLC will coordinate and expedite, where necessary, communication between the State and attorney for, among other things, information subject to discovery.

CSSLLC shall ensure that all cases are properly prepared prior to conference, hearing or trial, including but not limited to the following:

1. Notify the State WC Program Administrator and agency contact of the scheduled hearing/appeal date and discuss whether employer representation is necessary. Agency employer and/or the State WC Program Administrator may attend hearings, conferences, appeals or trials concerning a State employee unless there are bona fide privacy concerns. Upon request of the Division of Risk and Benefits or legal counsel, CSSLLC claims representatives shall attend hearings.
2. Have available all necessary lay and professional witnesses or their depositions prior to formal hearing or trial.
3. If contested issues involve extent of disability and/or permanency, have medical reports and opinions and witnesses available and ready for testimony or deposition, consistent with statutory requirements.
4. CSSLLC shall notify the State in writing of hearing and appeal outcomes, preferably with a report from assigned counsel, and make recommendations regarding the merits of appealing outcomes.

CSSLLC agrees that adjusters will develop and document appropriate action plans for all open "medical only" claims with reserves in excess of \$5,000 and all lost time claims. These action plans will be reviewed and updated every thirty (30) to sixty (60) days and available for review by the State's WC Program Administrator.

m. CLAIMS PAYMENT SERVICES & INVOICING

1. The State requires the following claims payment process:

- a. Medical and indemnity payments shall be made according to the timetable set forth in RSA 281-A or, if sooner, based on CSSLLC's internal guidelines. CSSLLC shall reasonably cooperate with the State's current TPA vendor to manage the transition of medical and indemnity payments for open claims.
- b. Attorney bills shall be reviewed by CSSLLC to ensure that they reflect appropriate and related billing practices and expense controls that are consistent with the CSSLLC's fee schedule and billing agreements. Non-panel attorney bills should be reviewed to ensure that billing practices and expense controls are consistent with cost containment measures. All Claims payments shall be made by CSSLLC in accordance with statutory provisions and regulations.
- c. Upon request by the State, CSSLLC shall make available within ten (10) business days all source documents related to any payment in question.
- d. The State is directly responsible for actual paid Loss and Allocated Loss Adjustment Expense (ALAE) and shall reimburse CSSLLC for all payments advanced as provided herein. Loss and allocated loss adjustment expenses advanced by CSSLLC shall be charged directly to the claim file and billed monthly to the State one month in arrears.

m. MANAGED CARE SERVICES

1. CSSLLC shall make available to the State a network of medical care providers and medical centers contracted by a managed care program to render services to employees on workers' compensation. The network shall be approved by the Commissioner of Labor as provided in RSA 281-A:23-a and comply with Lab 700. The network shall ensure that injured employees have access to prompt, efficient and quality medical care providers and specialists. The medical providers and centers shall be currently licensed and credentialed in the State of NH. The network should provide coverage throughout the State of NH and the CSSLLC shall administer and enforce participation in accordance with RSA 281-A:23-a.
2. The managed care services shall include:
 - a. Qualified injury management facilitators, case managers and rehabilitation managers either employed or contracted by CSSLLC or managed care program, including medical and disability case management with registered nurses case managers and/or other medical personnel with experience in occupational medicine. Nurse case managers assess injury severity, medical treatment plans, functional abilities and physical job requirements, establishing case-specific return to work plans. Nurse case managers may accompany injured employees to doctor's visits and may contact injured employees to discuss treatment plans and return to work plans.
 - b. Referral to appropriate medical providers within network in accordance with RSA 281-A:23-a and Lab 700 Managed Care Programs in workers' compensation.

- c. Medical bill review – Review and adjustment of medical bills for compliance with fee schedules, usual and customary limitations, treatment plans and clinical logic, as well as jurisdictional rules and requirements regarding medical necessity, casualty, and precertification; includes adjustments negotiated with providers regarding particular charges and elimination of duplicate bills, bills for non-covered services and bills disallowed through peer review.
- d. Utilization management pre-certification review – initial request for medical services to determine medical necessity and appropriateness; Utilization Management Extension review – subsequent review for further certification of treatment or service beyond that which has already been certified. Review for necessity of extended service during hospitalization or the extended necessity of outpatient treatment; utilization management non-clinical review – data collection and processing of certain medical services to identify treatment exceeding standards of practice; utilization management retrospective review; and Utilization Management consultation – providing recommendations regarding the medical appropriateness of treatment request.
- e. Case management of employee in-patient or outpatient medical care on all lost time cases, and medical only cases if treatment extends more than ninety (90) days after injury and/or employee is working with physician imposed restrictions.
- f. Pharmaceutical cost management measures in line with appropriate industry standards.
- g. Written medical reports shall be aggressively pursued and obtained from the treating physician and/or other medical practitioners for the status of the worker's injury and for use in conjunction with medical bills screening, and file preparation pending hearings and/or appeal.

CSSLLC agrees to consult and work with the State if any specific providers are identified for inclusion or exclusion from the managed care network.

n. REPORTS

The following reports shall be provided to the State:

1. QUARTERLY REPORTS

CSSLLC shall send quarterly reports to State agencies on the 10th of the month at the end of each quarter, for each year of the contract, on the following dates:

- October 10 for the first quarter from July to September
- January 10 for the second quarter from October to December
- April 10 for the third quarter from January to March
- July 10 for the fourth quarter from April to June
- If requested on an as needed basis by the State, the reports shall be provided within thirty (30) days.

Quarterly reports shall be separate for each agency, with one total summary report for the State and shall include the following:

- Total claim count and cost; number of open and closed claims.
- Distribution of claims total paid and reserve sorted by amounts: all claims with value of up to \$1,500, claims from \$1,500 to \$10,000, claims from \$10,001 to \$25,000 and claims over \$25,000.
- List of top 10 claims indicating claim number, name, injury date, open or closed status, total incurred, paid and on reserve.
- Medical savings indicating medical bills received, PPO penetration, total charged, duplicates eliminated, net charged, medical dollars saved, percentage saved and net medical paid.
- First report of injury with number reported within three days of injury, between four to ten days and over eleven days.
- Lost time cases: total count and incurred and litigated cases, indicating count and incurred.
- Lost time cases by employee tenure: number of cases and total incurred sorted by employees who have worked for the State less than one year, more than one year, between two to four years, between five to nine years and over ten years.
- Disability days indicated temporary total and temporary partial.
- Top five causes of loss: indicating number of claims; percentage of total; total incurred.
- Top three medical providers with total paid, number of claims and percentage of savings, and PPO inclusion.

2. ANNUAL REPORTS

- An annual stewardship report, including an annual summary of specific agreed upon industry metrics tracked through the contract year, in addition to a summary of loss control achievements, should be provided to the State within sixty (60) days after the close of each contract year. The report shall include strategic recommendations for claims management within agencies that can be considered for implementation in order to reduce workers' compensation frequency and severity. Recommendations shall identify the State agency involved and establish the cost to implement as well as dollars projected to be saved resulting from planned action. CSSLLC shall prepare and submit this report annually to the State.
- CSSLCC shall provide an actuarial analysis of outstanding liabilities for the State's workers' compensation program to the State no later than each September 1 following the end of the policy year period. The report shall analyze the State's workers' compensation claim experience in order to develop estimates of unpaid loss and Allocated Loss Adjustment Expense (ALAE). The analysis shall also include an allocation of the Incurred But Not Reported (IBNR) losses and ALAE to the State's four operating divisions. This report will assist the State in meeting any governmental requirements in settling of actuarially sound reserves for workers' compensation liabilities. CSSLLC may have the report prepared by an outside party, such as an actuarial or accounting firm. This report must include the

remaining claims that the State has with Liberty (Helmsman). The Division of Risk and Benefits will provide CSSLLC with the necessary data from Liberty needed to complete the report.

- Service Organization Control 1 (SOC 1) Report with Independent AICPA Service Auditor's Report including Tests Performed and Results Thereof (formerly Statement on Auditing Standards (SAS) No. 70 Reports). The Report shall be provided to the State no later than September 1 of each policy year. CSSLLC may have the report prepared by an outside party, such as an actuarial or accounting firm.
- Department of Labor Reporting: CSSLLC shall provide data and forms necessary for the completion of the requisite regulatory filings including self-insurance renewal Questionnaire.

o. RISK MANAGEMENT INFORMATION SERVICES

1. CSSLLC shall provide Risk Management Information System comprised of user-friendly web-based technology available to representatives in the State's agencies with the ability to make online claim status inquiries, real time claim file notes, customized and standard reporting with a high level of data integrity and security. Upon termination of the contract, CSSLLC shall transfer the data to a new vendor at no cost to the State.

CSSLLC shall continue to provide access to CSSLLC's Risk Management Information System at no additional fee or cost until claims are fully resolved (including Cradle to Grave claims handled after the termination of this Agreement).

2. CSSLLC shall immediately notify the State on any breach affecting State data. Notice shall be provided no later than forty-eight (48) hours after CSSLLC learns of the breach. The notice shall include the following:
 - a. Nature of the breach
 - b. Specific data affected by the breach
 - c. Steps CSSLLC is taking to remediate the breach
 - d. Steps CSSLLC is taking to mitigate future breaches
3. CSSLLC shall make available all documents relating to the claim accessible through their RMIS. Those documents include but are not limited to:
 - a. Completed NH WC Medical Forms
 - b. Independent Medical Exam Reports
 - c. Medical Record Review Reports
 - d. Permanent Impairment Award Documents
 - e. Lump sum settlement documents
 - f. NH DOL Hearing Decisions
 - g. Surveillance Reports
 - h. Memo of Payment
 - i. Notice of Denial Letters
 - j. Invoices and Bills

4. CSSLLC shall provide, at a minimum, the following types of workers' compensation claim reports:
 - a. Itemized statement of loss with ability to add valuation date.
 - b. Customized claim detail with ability to add valuation date.
 - c. Customized payment detail with ability to add a date range and ability to filter by claim.
 - d. Claim Type Summary by Member
 - e. Financial Activity by Claim with ability to add a date range.
 - f. Location Summary
5. The State requires the above mentioned reports via on-line access to a computerized claim system. Internet accessibility shall follow State standards for web interface, including web browsing standards approved by the State. State users shall be able to access the reports electronically, sort them via tailored queries and print them.
6. The Division of Risk and Benefits will determine which agency personnel will be granted user status and maintain a log of all of the users. The system shall have a two-tiered level access with the lower level capable of only entering first report of injury and no access to claim notes or attachments.
7. All designated agency representatives shall have the ability to log on to CSSLLC's computer portal system to report claims and run more basic, agency specific standard claim reports. Access to claim notes shall only be available to those with higher-level access as designated by the State.
8. CSSLLC shall supply a one-time training session to the Division of Risk and Benefits and agency users that includes providing detailed written instructions on how to use the RMIS. The training shall take place in a State building in Concord, N.H. or, at the discretion of the State, via a remote virtual meeting/call. CSSLLC shall supply on-going support for training and new product releases or upgrades via the telephone and/or internet. Support personnel shall be fully trained and have the required expertise to respond to technical questions and perform troubleshooting and problem solving.
9. The State requires a minimum of three customizable user-fields for claim entry data. For every claim and/or incident of injury reported to the vendor, data collection shall include:
 - Employee name
 - Employer [State Department] name
 - Division, Bureau, District, or other unique identifier for respective locations as determined necessary by the Department involved
 - Date of accident/injury
 - Short summary description of how the accident/injury occurred
 - Claim category identification to include the following descriptions: Incident Only, Medical Only, Permanent Total, Temporary Total, Temporary Partial, Permanent Partial, Diminished Earning Capacity, Temporary Alternative Work

- Incurred loss amounts, Paid loss amounts and Reserve loss amounts
- Number of lost time days
- Code/name for cause of accident
- Code/name for body part injured
- Code/name for type of injury
- Claim status identified as open or closed, and date of action
- Identify if the claim is an approved assault claim under RSA 21-I:43-a.

A. LOSS CONTROL SERVICES

CSSLLC's designated Loss Control Services personnel shall work closely with the Division of Risk and Benefits to tailor an effective loss control program which focuses on reducing loss frequency, severity and related costs while complying with the provisions of RSA 281-A: 64, RSA 277, RSA 277-A and Lab 1400 rules. The program shall include identification of actual and potential sources of loss, with recommendations, information and training to assist the State in reducing its loss frequency, severity and related costs.

Notification Standard

When the Division of Risk and Benefits requests loss control assistance, CSSLLC shall make contact with the employer agency within five (5) business days. After the service visit has been completed, CSSLLC shall follow up with a written report to the agency and the Division of Risk and Benefits within ten (10) business days.

CSSLLC shall work with the State's designated representative to develop a strategic consultative program for specific agencies identified by the State for focused risk management services. This will include three to five agencies incurring the highest frequency or severity of work place incidences. In addition to ongoing communications, monthly meetings will be conducted with the State's designated representative for the purpose of reviewing progress and providing necessary guidance to the State in solving problems which arise.

As agreed upon by the State and CSSLLC, CSSLLC will submit written summaries of progress outlining the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the State; and notification of any significant deviation from previously agreed-upon work plans.

CSSLLC agrees to work with the State to design certain quarterly and/or semi-annual metric reports for agencies/departments as well as State aggregate, as agreed upon by the State and CSSLLC. The reports will provide baseline metrics for analysis of loss prevention and loss reduction program effectiveness. Some of the metrics to be reviewed for discussion and inclusion in the reports may include but are not limited to: injury rate/percentage by tenure, average reporting time, average claim cost by injury type, claim type, number of claims, incident rate, lost days/days away from work, return to work ratio, cost per FTE, closed claims, closed claim rate, median closed claim duration, total closed claim cost, average closed claim cost, nature of injury and number of each, average duration, average cost, total cost, and projected incident and severity rates, by designated department/agency organizational level.

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5/26/22

Consultation Standards

Additionally, CSSLLC or its approved designee shall also provide the following services, as needed or requested:

1. Assist agencies with creation of loss control programs for State agencies following the provisions of RSA 281-A:64, RSA 277, RSA 277-A and Lab 1400 rules.
2. Provide monthly communications on loss control topics.
3. Assist agencies with development of temporary alternative work.
4. Assist agencies with joint loss management committees by making loss control staff available to occasionally attend.
5. Review of actual and potential exposures, hazard analysis, and fact-finding, broken down by employer agencies.
6. State comparison to appropriate industry benchmarks; development of appropriate and pertinent metrics for quarterly reporting, covering State's incidences as a whole as well as incidences for up to five agencies identified as having the highest incident frequency/severity.
7. Provide monthly communications on pertinent loss control topics.
8. Provide basic engineering guidelines for the design of physical safety controls.
9. Loss control surveys which reveal an immediate danger to employees shall be reported within twenty four (24) hours to the Division of Risk and Benefits. CSSLLC will work with the State to prioritize and target higher risk loss exposures and then develop targeted loss control programs.
10. Standard industrial hygiene services as follows: The State shall report claims or potential claims that are directly related to an occupational illness exposure or uncontrolled exposure that needs testing, such as indoor air quality, solvents and dust, noise and vibrations, water incursion into buildings and radiation. The hygienist shall go on site to collect and analyze samples and then issues a written analysis and recommendation. This contract shall include up to four on-site industrial hygiene visits upon request of the State.
11. Workstation assessments by a consultant trained in ergonomics and submission of recommendations to reduce exposure to cumulative trauma disorders with existing or potential workers' compensation claims.
12. Safety and loss control training materials, safety literature and posters; access to webinar trainings.

13. CSSLLC shall conduct four in-person health and safety classroom based seminars annually for State agencies on pertinent loss control topics agreed upon by CSSLLC and the State.

14. CSSLLC shall provide a combination of on-site, telephonic and web-based safety consulting.

E. PERFORMANCE GUARANTEES

CSSLLC agrees to the following performance standards and accompanying guarantees.

Performance guarantee metrics are self-reported, but are subject to independent audit by the State. All guarantees shall be set and measured annually within 90 days of the conclusion of each policy year.

The following performance standards and accompanying guarantees will be required:

1. New Program Implementation: Successful implementation per the terms of this Agreement. Penalty for non-conformance is 1% of the applicable administrative fee for the first year of the contract.
2. Transition of Open Claims Inventory (refers to those claims incurred on or after 7/1/15 through 6/30/22) within 90 days of the start of the coverage term: Penalty for non-conformance is 1% of the applicable administrative fee for the first year of the Agreement.
3. Risk Management Information System: Available 98% of the time, reconciled annually. Penalty for non-conformance is 1% of the applicable administrative fee for each impacted calendar quarter.
4. Standard reports and ad-hoc reports delivered timely: Standard reports shall be delivered per the terms in this Agreement and ad-hoc reports within 5 business days of request. Penalty for non-conformance is \$1,000 for each report not delivered timely up to 1% of the applicable administrative fee for each impacted calendar quarter.
5. Claims Administration: Adherence to investigation standards for "medical only claims" per the terms of the Agreement will be measured annually. Penalty for non-conformance is 1% of the applicable administrative fee for the policy year measured.

F. DATA DESTRUCTION

Upon termination, cancellation or non-renewal of any policy(ies) or contract(s) with respect to which CSSLLC was storing personnel and wage information, CSSLLC shall destroy such stored information upon written request from the State and confirm in writing that it has done so.

EXHIBIT C
CONTRACT PRICE AND PAYMENT TERMS

This EXHIBIT C - Contract Price, Limitation on Price, Payment is made a part of the Agreement and is made according to the terms of paragraph 5 of the Form P-37. Words defined in EXHIBIT B shall have the same meaning in this EXHIBIT C unless expressly defined otherwise herein.

The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

A. CONTRACT PRICE.

1. CSS LLC hereby agrees to provide the services in complete compliance with the terms and conditions specified in this Agreement consistent with the administrative and other fees outlined below for the term of the contract.
2. The annual administrative fees are as follows:

YEAR	ANNUAL ADMINISTRATIVE FEE
JULY 1, 2022 TO JUNE 30, 2023	\$644,500*
JULY 1, 2023 TO JUNE 30, 2024	\$585,000
JULY 1, 2024 TO JUNE 30, 2025	\$595,000
JULY 1, 2025 TO JUNE 30, 2026	\$634,000
JULY 1, 2026 TO JUNE 30, 2027	\$679,000
*Includes one-time fee of \$69,500. for transition of prior carrier claims	

3. The annual actuarial report fee shall remain fixed at \$22,500 per contract year, for a total of \$112,500 over the five (5) year contract period.
4. Other fees:

Bill Review Fee	\$9.00 per bill
Percentage of savings	27% to Max of \$10,000
Nurse Case Manager	\$109.00 per hour
External investigation/Surveillance	\$72.00 per hour

Index Bureau filing	\$9.50 per filing*
On-site Industrial Hygiene Per Visit Cost (Beyond Minimum 4 Required Annually)	Max \$3,500 per engagement

*Claim indexing is billed on a semi-annual basis. CSS will provide the state with reports that tie the index charges to the individual claim files.

Table 2 - Quarterly Installment Schedule	Year 1 7/1/22- 6/30/23	Year 2 7/1/23- 6/30/24	Year 3 7/1/24- 6/30/25	Year 4 7/1/25- 6/30/26	Year 5 7/1/26- 6/30/27
July 1	\$213,250	\$146,250	\$148,750	\$158,500	\$169,750
October 1	\$143,750	\$146,250	\$148,750	\$158,500	\$169,750
January 1	\$143,750	\$146,250	\$148,750	\$158,500	\$169,750
April 1	\$143,750	\$146,250	\$148,750	\$158,500	\$169,750

B. PAYMENT TERMS

The State shall not incur any additional Administrative or Other fees for Cradle to Grave claims administered after the termination of this Agreement. The only fees that will be paid after the termination date shall be limited to RMIS access charges and ALAE as described above.

The State requires the following claim invoices process:

1. Annual Administrative Fee Invoicing. CSSLLC shall be responsible for submitting TPA annual administrative fee invoices to the State on a calendar quarter basis, based on the above chart. The administrative fee is billed separately from claim costs. The administrative fee is a flat fee for claims management, loss control, information systems, Medicare Secondary Payer reporting (Data collection and reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, as it may be amended from time to time), network access fees (if applicable), in house legal fees and other related services. The administrative fee is billed separately from claims costs.
2. Actuarial Report Fee Invoicing. CSSLLC shall be responsible for submitting the invoice for the annual actuarial report fee of \$22,500 to the State upon delivery by CSSLLC of the final annual report to the State.
3. Claim Invoicing. CSSLLC shall be responsible for submitting Claims Service Reimbursement Statement Invoices to the State on a monthly basis on the last day of each month in which the services have been charged to CSSLLC. Invoices shall include the date, the services provided, the charge, and any additional detail in which the State may require for processing. Claim payment detail shall support invoices submitted by CSSLLC when requesting reimbursement for workers' compensation Benefits paid out on behalf of the State in the previous month. At minimum, reports shall include employee name, date of injury, payee, amount paid, and type of payment made

[Indemnity, Medical, Expense]. Wage replacement (indemnity), medical, legal, permanency ratings and other claim expenses, including but not limited to nurse case management, medical bill review and index bureau fees, surveillance fees, are paid by the TPA and then reimbursed by the State on a monthly basis.

- a. Payment methods by the State shall be made via ACH. CSSLLC must enroll with the State Treasury for ACH payments:

<https://www.nh.gov/treasury/state-vendors/Index.htm>

4. All invoices shall be submitted to:

The State of New Hampshire
Department of Administrative Services
Division of Risk and Benefits
25 Capitol Street, Rm 412
Concord, NH 03301

Or via email to: RMUFinanceBureau@das.nh.gov and alan.e.sylvester@das.nh.gov

5. The State shall not make payments to CSSLLC prior to July 1, 2022.

CSSLLC shall be reimbursed within thirty (30) business days after receipt of invoices and acceptance of the work to the State's satisfaction. Said payments shall be made by means of a check mailed to the address specified in Section 1.4 of the P-37 or electronically, through an automatic deposit or ACH credit.

Upon request by the State, CSSLLC must make available within three (3) business days all source documents related to any payment in question.

The State is directly responsible for actual paid loss and Allocated Loss Adjustment Expense (ALAE) and shall reimburse CSSLLC for all payments advanced as provided herein. Loss and allocated loss adjustment expenses advanced by CSSLLC shall be charged directly to the claim file and billed monthly to the State one month in arrears.

Should a dispute arise as to an amount due CSSLLC based on the State's good faith belief that CSSLLC has, because of an administrative error, miscalculated the amount due, then the State, after written notice to CSSLLC indicating the nature and amount of the dispute, agrees to either:

1. Pay the entire amount due, including the disputed portion thereof, provided that if the disputed amount is resolved in the State's favor, CSSLLC shall credit the State such disputed advance; or
2. Pay the amount due less the disputed amount, provided that if the disputed advance amount is resolved in CSSLLC's favor, the State shall remit to CSSLLC such disputed amount.

In the event that CSSLLC processes a payment in the amount of \$500,000 or more, CSSLLC shall immediately notify and bill the State for amount of such payment. The State shall

remit payment with seven (7) days of such notification.

The flat administrative fee shall include all of the above-mentioned risk management information services including any software releases during the contract term.

EXHIBIT D
INCORPORATION OF CONTRACTOR RFP RESPONSE(S)

Incorporation of Contractor Response(s) to RFP 2546-22 by Reference

ATTACHMENT A

PRIVACY PRACTICES DISCLOSURE NOTICE

CSSLLC agrees that it has in place and will continue to maintain during the term of this Agreement, a wide range of comprehensive data security protections and an overall data risk management strategy that includes organizational, technical and administrative safeguards designed to protect sensitive or confidential third party data as it relates to the Services hereunder. Subject to the completion of a separate non-disclosure agreement by the State, CSSLLC agrees to respond to reasonable inquiries related to its data security program posed by the State's information security team, as appropriate.

In the event CSSLLC determines that its system(s) have been compromised and such compromise has resulted in the unauthorized use, loss or disclosure of the State's sensitive, confidential, or personally identifiable information, CSSLLC shall, to the extent required by law, inform the State of such incident once it has made such determination.

CSSLLC acknowledges that Privacy Laws include certain security breach notification statutes and/or regulations obligating owners and licensees of sensitive, confidential, or personally identifiable information ("PII") to provide notice of unauthorized access to or use of such information (the "Security Breach Laws"). If CSSLLC becomes aware of any circumstance that triggers either party's obligations under Security Breach Laws as a result of the State's PII in CSSLLC care, CSSLLC shall immediately provide written notice to the State if the State's obligations are triggered and shall reasonably cooperate with the State as necessary for the State to carry out its legal obligations under Security Breach Laws. Such cooperation may include cooperation with law enforcement and regulatory authorities.

"Privacy Laws" as used in this Section means any and all applicable international, federal, state, provincial or other local laws, rules or regulations relating to data privacy, information security, personally identifiable information, identity theft, data breach notification, trans-border data flow or data protection, which may include, without limitation, the implementing legislation and regulations of the European Union member states under the European Union Directive 95/46/EC, the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. parts 160 through 164, promulgated pursuant to HIPAA ("HIPAA Regulations"), the U.S. Gramm-Leach-Bliley Act, as applicable 15 U.S.C. 6801-6809, and all implementing regulations ("GLB Regulations"), the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"), each only to the extent applicable and as amended.

ATTACHMENT B

e-CARMA® USAGE AGREEMENT

This e-CARMA® Usage Agreement ("Agreement") sets forth the terms and conditions upon which Constitution State Services LLC ("CSS") will provide you, its Customer, with Internet access to the e-CARMA services in consideration of your payment of the applicable annual charges.

1. **SERVICE.** CSS shall provide Customer with CSS's standard e-CARMA service, without special customization, to permit Customer to access certain data that CSS maintains pertaining to insurance and/or self-insurance services that CSS and/or its affiliates perform for Customer. CSS shall incorporate any future modifications, alterations, enhancements, or other changes that CSS makes to the e-CARMA service into the e-CARMA service provided to Customer automatically and without exception.
2. **EQUIPMENT.** Customer will be responsible for providing its own equipment suitable for accessing and using the e-CARMA service and for any and all expenses associated with said equipment, its servicing or replacement.
3. **CORRECTIONS AND BACKUP.** Upon notice from Customer, CSS will, in a commercially reasonable manner:
 - a) endeavor to provide a correction for any malfunction or failure of the e-CARMA service to perform as set forth in the most recent version of the e-CARMA publication "Quick Guide."
 - b) correct any CSS supplied data which is incorrect in content or format.

CSS shall provide back-up capabilities for the e-CARMA service as of the end of the previous business day.

4. **WARRANTIES AND LIMITS OF LIABILITY.** Other than the express warranties outlined in this Agreement CSS MAKES NO WARRANTY THAT THE e-CARMA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE AND FURTHER, CSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER MATTER WHATSOEVER WITH RESPECT TO THE e-CARMA SERVICE AND HEREBY DISCLAIMS ANY LIABILITY WITH RESPECT TO THE DATA, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, ADEQUACY, COMPLETENESS, USEFULNESS, OR RELIABILITY, MADE AVAILABLE TO OR USED BY CUSTOMER IN CONNECTION WITH THE SERVICE PROVIDED UNDER THIS AGREEMENT. CSS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF USE, DELAYS OR INTERRUPTIONS IN THE e-CARMA SERVICE PROVIDED HEREUNDER HOWSOEVER CAUSED, AND FURTHER, CSS SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF THE e-CARMA SERVICE TO OPERATE USING THE EQUIPMENT SUPPLIED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event will the liability of CSS or its affiliates hereunder exceed the cost of the annual fee for the services provided hereunder, unless otherwise required by applicable law.

6. **OWNERSHIP.** CSS has all rights necessary to provide Customer with the computer software application system known as e-CARMA, which is owned by an affiliate of CSS, including all programs, data and information contained therein, in accordance with the terms of this Agreement (except that neither CSS nor its affiliate owns programs which are produced by the Customer). The Customer acquires only a license under this Agreement and does not acquire any ownership rights in the service that CSS provides.

7. **SECURITY.** Subject to the terms and conditions of this Paragraph 7, Customer agrees to grant access to the e-CARMA service solely to individuals who Customer has first specifically identified to CSS in writing. Customer agrees that it will make no attempt to attain access to the computer programs constituting the e-CARMA application or to any other information in CSS's data processing files and documentation other than in connection with Customer's relationship with CSS.

a) **Customer Security Representative.** Customer shall designate a Customer Security Representative (CSR) who shall be responsible for administering all passwords issued to Customer's personnel and for instituting and maintaining all security measures set forth in this Agreement or reasonably required by CSS. The CSR is responsible for contacting CSS immediately upon learning of a Security related matter. CSS will contact the CSR should CSS learn of a security related matter. Currently, Mike Strietelmeier, (880) 277-9182, is CSS's designated Security Representative.

b) **Passwords.** Access to the e-CARMA service through Customer's identification number is verified by confidential passwords. Customer identification numbers and passwords are not to be shared. Customer is responsible for all access made under Customer's identification number and passwords and agrees to exercise reasonable care to protect their confidentiality and prevent their unauthorized use. Should Customer suspect any unauthorized use of any Customer identification number and password or should an employee having an identification number and password leave Customer's employment, Customer should contact CSS immediately to deactivate the associated identification number and/or password. CSS will issue a new Customer identification number and password upon request.

8. **WAIVER.** CSS's failure to enforce at any time any of the provisions of this Agreement, or to exercise any remedy, or to require at any time Customer's performance of any provision hereof, shall in no way constitute a waiver of such provision, nor in any way affect the validity of this Agreement or CSS's right thereafter to enforce each and every such provision.

9. **CONFIDENTIALITY.** Customer acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, the disclosure or use of which by third

parties will be damaging. Customer therefore agrees to hold such materials and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring this information and not to release or disclose it to any other party and to comply with any applicable laws and regulations regarding access to or disclosure of such materials and information. If Customer has also requested that CSS allow Customer's broker or agent to have access to the material or information pertaining to Customer's insurance or self-insurance services which CSS maintains as part of the e-CARMA service, Customer states that it has requested this access because of the critical role the agent or broker plays in Customer's risk management and litigation management functions. In return for CSS granting this access, Customer agrees that CSS may require Customer's broker or agent to execute an Authorization, which authorizes the broker or agent to have access to such material or information and which requires the broker or agent to keep confidential that material or information which it accesses.

10. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without CSS's written consent.

11. **BENEFITS.** This Agreement shall be binding upon and inure to the benefit of Customer and CSS, and their respective successors and (if applicable) assigns.

12. **CONSTRUCTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any portion of this Agreement shall be unenforceable under the laws of the State of New Hampshire, the remaining portion of this Agreement shall remain in effect.

13. **TERMINATION.** This Agreement shall be in effect for five (5) years from the date of Customer's first access to the e-CARMA service. Either party may terminate this Agreement by giving thirty (30) days written notice at any time. However, CSS reserves the right to terminate this contract immediately without notice to Customer in the event of a violation by Customer of Section 7 or Section 9 of this Agreement. In the event of a termination by either party, CSS shall have no obligation to perform the services described in Section 1. after the termination date.

14. **NOTICES.** Any Notices required or permitted under this Agreement (other than those required by Section 7 of the Agreement) shall be in writing and delivered to the persons signing this Agreement (or their successors).


15. **ACCEPTANCE.** The WC TPA Services Agreement, together with this e-CARMA® Usage Agreement, represents the entire agreement between CSS and Customer relating to the e-CARMA services and the provision of claim services. It replaces any earlier written or oral representation by either party. Any modifications to this Agreement must be in writing and signed by authorized officers of both parties.

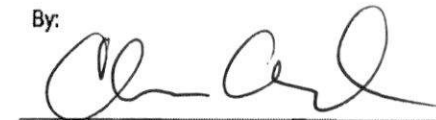
Constitution State Services LLC

State of New Hampshire

By:

By:





John R. Gorecki, Jr. / President, CSS

Charles Arlinghaus, Commissioner

Printed Name/Title

Printed Name/Title

3-22-2022

3-24-22

Date

Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONSTITUTION STATE SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 01, 1998. 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: **290788**

Certificate Number: **0005689282**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of March A.D. 2022.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF INCUMBENCY

The undersigned, Wendy C. Skjerven, does hereby certify that she is the duly elected and acting Secretary of Constitution State Services LLC (a Delaware limited liability company), and that the following named person is a duly elected and acting officer of said limited liability company, having been elected by the Board of Directors thereof to the office listed below his name, that the signature set forth opposite his name is the true and genuine signature of such person, and that as such officer, said person is duly authorized to represent such limited liability company as an officer thereof, and to execute on its behalf such documents and instruments as said officer shall in his discretion determine:

John R. Gorecki, Jr.
President

John R. Gorecki Jr.

IN WITNESS WHEREOF, the undersigned has executed this certificate on March 22, 2022

Wendy Skjerven
Wendy C. Skjerven
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2021

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

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

PRODUCER MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 Attn: Hartford.certrequest@marsh.com Fax: 212-948-0186 CN101515018-ALL-GAW-21-22	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA INSURER B: AIU Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED THE TRAVELERS COMPANIES, INC., INCLUDING CONSTITUTION STATE SERVICES, LLC ONE TOWER SQUARE HARTFORD, CT 06183	NAIC # 19445 19399

COVERAGES**CERTIFICATE NUMBER:**

NYC-009038059-66

REVISION NUMBER: 16

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL1728933	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			4594340 (AOS)	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			4594341 (MA)	07/01/2021	07/01/2022	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY			4594342 (VA)	07/01/2021	07/01/2022	BODILY INJURY (Per accident) \$
A	<input type="checkbox"/> HIRED AUTOS ONLY			4594344 (NC)	07/01/2021	07/01/2022	PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC045886655 (AOS)	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC045886656 (CA)	07/01/2021	07/01/2022	E.L. EACH ACCIDENT \$ 2,000,000
B				WC16393287 (NY)	07/01/2021	07/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC045886659 (OR)	07/01/2021	07/01/2022	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	WORKERS' COMPENSATION (CONTD)			WC045886658 (MA,ND,OH,WA,WI,WY)	07/01/2021	07/01/2022	

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

CERTIFICATE HOLDER**CANCELLATION**

THE TRAVELERS COMPANIES, INC. INCLUDING CONSTITUTION STATE SERVICES, LLC 385 WASHINGTON STREET MC LC12L ST. PAUL, MN 55102	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/02/2021

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458 E-MAIL ADDRESS:														
INSURED The Travelers Companies, Inc. including Constitution State Services, LLC 385 Washington Street, NB513W St. Paul MN 55102 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B: Berkshire Hathaway Specialty Ins Company</td><td>22276</td></tr><tr><td>INSURER C: AXIS Insurance Company</td><td>37273</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Berkshire Hathaway Specialty Ins Company	22276	INSURER C: AXIS Insurance Company	37273	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: AXIS Insurance Company	37273														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570086847475** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			82493927 ICPL Primary	04/01/2021	04/01/2022	Limit of Liab \$10,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

The Travelers Companies, Inc. including Constitution State Services, LLC 385 Washington Street, NB513W St. Paul MN 55102 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>
---	--

Certificate No : 570086847475



Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED The Travelers Companies, Inc.
POLICY NUMBER See Certificate Number: 570086847475		
CARRIER See Certificate Number: 570086847475	NAIC CODE	EFFECTIVE DATE:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]