



THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

20

Roger A. Sevigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

January 29, 2014

Sole Source

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department (NHID) to amend on a **sole source** basis a contract, (originally approved by the Governor and Council on March 20, 2013, Item #18), with Public Consulting Group, Inc. (Vendor # 161843) of Boston, MA, for consulting services for the purpose of planning, development and design of plan management activities related to a partnership health benefit exchange, by extending the end date from February 28, 2014 to June 30, 2014 and by increasing the amount by \$273,750 from \$594,250 to \$868,000 and for additional services specified in Exhibit A1. This agreement is to be effective upon Governor and Council approval through June 30, 2014. This agreement, by its terms, is contingent upon approval by the Centers for Medicare and Medicaid Services (CMS) of a "no-cost extension" of the grant period. 100% Federal Funds.

The funding is available in account titled Exchange Partnership Grant as follows:

	FY2014
02-24-24-240010-12240000-046-500464 Consultants	\$273,750

**EXPLANATION**

The need to amend the current contract on a **sole source** basis is due to the additional work required to assist the NHID with promoting continuity of care for qualified health plan enrollees transitioning to and from other major sources of health benefit coverage. This work is related to the underlying contract because it relates to the plan management function. Public Consulting Group Inc. (PCG) is well positioned to provide these services as it has been instrumental in creating and implementing new workflows, production standards and tools to support certification and regulation of Qualified Health Plans (QHP) for the NHID. PCG staff assigned to this project has deep experience working in state insurance departments on health insurance

marketplace issues; this knowledge will help the NHID determine how QHP coverage may be optimally aligned with other major coverage sources.

The major additional deliverables for Public Consulting Group, Inc. include:

1. Providing policy consulting to assure coordination of QHP coverage with other major coverage categories in New Hampshire;
2. Assisting in drafting changes to New Hampshire state laws, rules, policies and procedures as necessary to promulgate a framework for promoting QHP continuity of care;
3. Providing technical assistance to implement QHP continuity of care strategies;
4. Monitoring the effectiveness of QHP continuity of coverage strategies; and
5. Recalibrating QHP continuity of coverage policies based on initial experience.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the amendment of the Public Consulting Group Inc. contract extending the end date from February 28, 2014 to June 30, 2014, and increasing the amount by \$273,750 for additional services.

Your consideration of the request is appreciated.

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Roger A. Sevigny

## AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 29th day of January, 2014 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Public Consulting Group, Inc. Consulting (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on March 20, 2013, agenda item #18, the Contractor agreed to perform certain services for the purpose of planning, development and design of plan management activities related to partnership health benefit exchange and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, due to the additional work required to assist NHID with consulting services to promote continuity of care for qualified health plan enrollees transitioning to and from other major sources of health benefit coverage;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and NHID hereby agree to amend the Agreement as follows:

### 1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by extending the completion date from February 28, 2014 to June 30, 2014.
- B. Amend Section 1.8 of the General Provisions by increasing the Price Limitation from \$594,250 to \$868,000
- C. Add Exhibit A1: QHP Continuity of Coverage Scope of Services
- D. Amend Exhibit B by changing the reference to
  - a. "exceed 594,250" to "exceed \$868,000"

### 2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire and upon approval by the Centers for Medicare and Medicaid Services (CMS) of a "no-cost extension" of the grant period. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

### 3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with terms and conditions as set forth therein:

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

Public Consulting Group, Inc.

By: [Signature]  
Public Consulting Group, Inc.

NHID:

State of New Hampshire acting  
through the New Hampshire Insurance  
Department

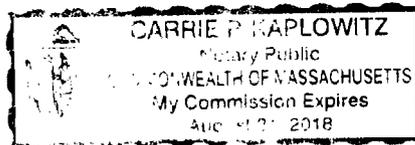
By: [Signature]  
Roger A. Sevigny, Commissioner

NOTARY STATEMENT

On this the 13<sup>th</sup> day of January, 2014, there appeared before me Carrie P. Kaplowitz (Notary Name) the undersigned officer appeared Stephen Fox (Designated Officer Name) who acknowledged him/herself to be Principal (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date).

By: [Signature]



APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION

By: [Signature], Assistant Attorney General on 1/14/14  
Asst Atty Gen.

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: \_\_\_\_\_, on \_\_\_\_\_

# **Agreement with Public Consulting Group, Inc.**

## **2013-EG-03 Plan Management Consulting**

### **Exhibit A1 QHP Continuity of Coverage Scope of Services**

**The Contractor's primary responsibility will be to**

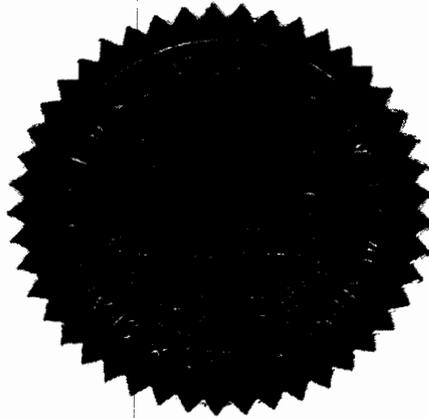
1. Provide policy consulting to assure coordination of QHP coverage with other major coverage categories in New Hampshire:
  - a. Assess and recommend methods to promote QHP benefit alignment with benefits offered in other coverage categories
  - b. Assess and recommend methods to align the availability of provider networks to assure QHP enrollees may continue to see their preferred provider when switching coverage
  - c. Assess and recommend methods for aligning QHP payment rates and methodologies with payment methods provided under other coverage options
  
2. Assist in drafting changes to New Hampshire state laws, rules, policies and procedures as necessary to promulgate a framework for promoting QHP continuity of care
  - a. Assist with drafting QHP coordination components of federal waivers pursued by New Hampshire
  - b. Draft Commissioner Bulletins related to QHP continuity of care policies
  - c. Develop QHP continuity of coverage policies and procedures

3. Provide technical assistance to implement QHP continuity of care strategies
  - a. Provide technical assistance on QHP continuity of coverage issues at NHID meetings with carriers
  - b. Consult with insurance department compliance examiners on policy implementation issues
  - c. Provide technical assistance on interagency initiatives that promote QHP continuity of care
  
4. Monitor the effectiveness of QHP continuity of coverage strategies
  - a. Support NHID in working with carriers to assess volume of QHP coverage transitions
  - b. Monitor market reactions by carriers to implementation of continuity of care strategies
  
5. Recalibrate QHP continuity of coverage policies based on initial experience
  - a. Propose revisions to continuity of care policies based on program experience
  - b. Assess need for revisions to cross-agency benefit and payment coordination efforts
  - c. Assess how future 1332 section waiver authority will impact continuity of coverage

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 PUBLIC CONSULTING GROUP, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on January 30, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of November, A.D. 2013

A handwritten signature in cursive script, appearing to read "William Gardner", is written above the printed name.

William M. Gardner  
Secretary of State



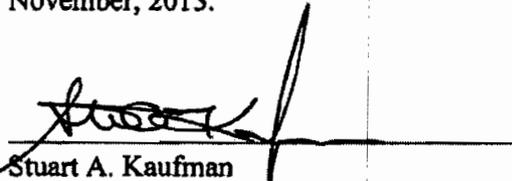
Public Focus. Proven Results.™

**CORPORATE RESOLUTION  
SECRETARY CERTIFICATE OF AUTHORITY**

The undersigned Stuart Kaufman, Assistant Secretary of Public Consulting Group, Inc., a Massachusetts corporation, does hereby certify that the following is a true and complete resolution that was **UNANIMOUSLY ADOPTED** at a duly held meeting of the Board of Directors of Public Consulting Group, Inc. on the 24<sup>th</sup> day of May, 2013, and that such resolution has not been amended or modified and continues to be in full force and effect as of this date:

**RESOLVED:** That William Mosakowski, President of Public Consulting Group, Inc., is hereby authorized and directed to execute, on behalf of the corporation, a contract with the State of New Hampshire Insurance Department, together with all related documents.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 5th day of November, 2013.

  
Stuart A. Kaufman  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

PUBLI-1 OP ID: MH

DATE (MM/DD/YYYY)  
02/28/13

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

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

<b>PRODUCER</b> TGA Cross Insurance, Inc. 401 Edgewater Place, Suite 220 Wakefield, MA 01880 John Scanlon		781-914-1000	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																					
<b>INSURED</b> Public Consulting Group, Inc. Stuart Kaufman 148 State St., 10th fl. Boston, MA 02109		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td>Great Northern Insurance Co.</td> <td>20303</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company	20281	INSURER B:	Great Northern Insurance Co.	20303	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		35855036	02/18/13	02/18/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73540440	02/18/13	02/18/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE N/A		79852604	02/18/13	02/18/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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		71724811	02/18/13	02/18/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Insurance 21 S Fruit Street, Suite 14 Concord, NH 03301	<b>CANCELLATION</b>  NHDEPT0  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## STANDARD EXHIBIT I

The Contractor identified as "Public Consulting Group, Inc." in Section A of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

### BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.524.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendments.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the

changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Severability.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

N.H. Insurance Department  
The State

Alexander K. Feldvebel  
Signature of Authorized Representative

Alexander K. Feldvebel  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

11/5/13  
Date

Public Consulting Group, Inc.

Name of the Contractor

William S. Mosakowski  
Signature of Authorized Representative

William S. Mosakowski  
Name of Authorized Representative

President/CEO  
Title of Authorized Representative

11/5/13  
Date



**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny  
Commissioner

Alexander K. Feldvehel  
Deputy Commissioner

March 20, 2013

Her Excellency Governor Margaret Wood Hassan  
And The Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department to enter into a contract in the amount of \$594,250 with Public Consulting Group, Inc. (Vendor # 161843) of Boston, MA, for consulting services for the purpose of planning, development and design of plan management activities related to partnership health benefit exchange. This contract is to be effective upon Governor & Council approval through February 28, 2014.

The funding will be available as follows, subject to the Fiscal Committee and Governor & Council approval, and subject to legislative approval in the next biennial budget:

Level One Establishment Grant  
02-24-24-2400-12240000

<u>Object Class</u>	<u>Description</u>	<u>FY 2013</u>	<u>FY2014</u>
046-500464	Consultants	\$237,700	\$356,550

Source of funds: 100% Federal. No General Funds are required.

**EXPLANATION**

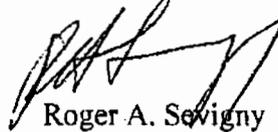
The New Hampshire Insurance Department has received a federal grant to support a plan management partnership with the federally-facilitated health benefit exchange that will be established for New Hampshire. The purpose of the partnership is to preserve the state's insurance regulatory authority, to the greatest extent possible, with respect to insurance plans sold on the exchange. The Level One Establishment Grant is made available pursuant to Public Law 111-148 and Public Law 111-152 (The Patient Protection and Affordable Care Act.)

Grant funds will be used to establish new procedures and work flows necessary to continue the State's traditional regulatory authority as applied to the health insurance sold through the Exchange, including such areas as licensure, solvency review, form and rate review, review of marketing, consumer complaints and determination of network adequacy.

After reviewing the bid responses, the Commissioner selected the Public Consulting Group, Inc., proposal as the most responsive to the Request for Proposals.

The department respectfully requests that the Governor and Council authorize funding for this consulting work. Your consideration of the request is appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Sevigny', is written over the typed name.

Roger A. Sevigny

**EXCHANGE PROPOSALS EVALUATIONS**

Evaluation Committee members: Alain Couture, Michael Wilkey, Jennifer Patterson, Martha McLeod, Sonya Barker

Evaluation process: Every member reviewed and independently evaluated the bids.

On February 22, 2013 the Evaluation Committed members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

All members agreed with the points assigned to each category for each bid depicted in the table below.

<b>RFP/VENDOR</b>	<b>SPECIFIC SKILLS (50% or points)</b>	<b>GENERAL QUALIFICATIONS &amp; RELATED EXPERIENCE (25% or points)</b>	<b>Adjusted Bid Price</b>	<b>COST (25% or points)</b>	<b>TOTAL SCORE (100% or Points)</b>	<b>Score without \$\$\$</b>	<b>NOTES</b>
<b>RFP 2012-EG-03 Plan Management Consultants</b>							
<b>Public Consultant Group</b>	44.40%	24.20%	\$594,250	17.67%	86.27%	68.60%	
<b>Ins Regulator - Two Person Bid</b>	38.00%	21.60%	\$420,000	25.00%	84.60%	59.60%	
<b>Ins Regulator - Three Person Bid</b>	38.00%	21.20%	\$510,000	20.59%	79.79%	59.20%	
<b>RATH</b>	34.60%	20.00%	\$618,440	16.98%	71.58%	54.60%	Bid price adjusted re: Rath did not bid for Compliance Examiner component
<b>Berry Dunn - Option Two</b>	31.75%	15.00%	\$538,640	19.49%	66.24%	46.75%	Bid price adjusted re: Berry did not bid for Compliance Examiner and Market Analyst components
<b>Berry Dunn - Option One</b>	31.00%	14.50%	\$590,440	17.78%	63.28%	45.50%	Bid price adjusted re: Berry did not bid for Compliance Examiner and Market Analyst components

Subject: NH Insurance Department--Public Consulting Group

RECEIVED BY NH INSURANCE DEPT

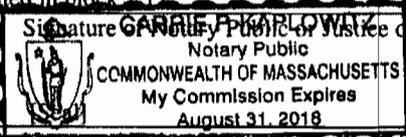
MAR 04 2013

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Insurance		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Public Consulting Group, Inc.		1.4 Contractor Address 148 State St, Tenth Floor, Boston, MA 02109	
1.5 Contractor Phone Number 617-426-2026	1.6 Account Number 02-24-24-2400-1224000	1.7 Completion Date February 28, 2014	1.8 Price Limitation \$594,250
1.9 Contracting Officer for State Agency Alex Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-7973	
1.11 Contractor Signature <i>William S. Mosakowski</i>		1.12 Name and Title of Contractor Signatory William S. Mosakowski, President/CEO	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Suffolk</u> On <u>February 28, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <i>Carrie P. Kaplowitz</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Carrie P. Kaplowitz, Administrative Assistant</u>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory <u>Roger Souigny, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>J. Christopher Marshall</i> <i>Asst. Atty. Gen.</i> On: <u>March 4, 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

Contractor Initials WSM  
Date 2/29/13

**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 remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *WJM*  
Date *2/28/13*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

# **Agreement with Public Consulting Group, Inc.**

## **2013-EG-03 Plan Management Consulting**

### **Exhibit A**

#### **Scope of Services**

**The Contractor's primary responsibility will be to**

1. Provide Project Management to the New Hampshire Insurance Department (the Department) to establish the New Hampshire Plan Management Partnership Exchange including:
  - a. Evaluating existing workflows, resources, production standards and tools
  - b. Create an implementation plan with new workflows, production standards and tools to support certification and regulation of Qualified Health Plans (QHP)
  - c. Provide training and guidance to Department staff
  - d. Issue periodic status reports to senior management at the Department
  - e. Draft required federal reports for grant funding and partnership exchange
2. Provide capacity to the Department, as determined by production needs, in the form of a compliance examiner to implement the certification and regulation of QHPs including:
  - a. Examination of insurance policy forms, riders, endorsements and advertising to assure compliance with established federal and state laws and regulations
  - b. Prepare communications for issuance through an electronic data base system, and
  - c. Assist Department personnel with the implementation of plan management processes and workflows
3. Provide capacity to the Department in the form of market analysis and examination to implement the certification and regulation of QHPs including:
  - a. Examination of state network adequacy requirements and Affordable Care Act requirements for the identification of provider and service area requirements to meet QHP standards
  - b. Identify reporting requirements and identify tools and data sources to track and report market conduct investigations and examinations related to ACA
  - c. Assist in implementation of new tools and standards;
  - d. Assist Department personnel with the implementation of plan management processes and workflows
4. Work set out in the response to the RFP (attached).



Public Focus. Proven Results.™

# New Hampshire Insurance Department

Establishment Grant Plan Management Consultants

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February 8, 2013 4:00 PM

RFP#: 2013-EG-03

Alain Couture  
21 South Fruit Street, Suite 14  
Concord, New Hampshire 03301



148 State Street, Tenth Floor, Boston, Massachusetts 02109  
Tel. (617) 426-2026, Fax. (617) 426-4632  
[www.publicconsultinggroup.com](http://www.publicconsultinggroup.com)

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# Transmittal Letter

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Public Focus. Proven Results.™  
www.publicconsultinggroup.com

February 8, 2013

New Hampshire Insurance Department  
Attention: Alain Couture  
21 South Fruit Street, Suite 14  
Concord, NH 03301

Dear Mr. Couture:

Public Consulting Group is pleased to submit this proposal to provide Plan Management consulting services (RFP# 2013-EG-03) for the New Hampshire Insurance Department (NHID). We are bidding on all three contracted positions – Project Manager, Compliance Examiner and Market Analysis and Examination.

The skills, experience and approach we describe in this proposal highlight five reasons to select PCG:

- PCG is supporting Plan Management establishment activities for both state-based and partnership exchanges in Arkansas, Delaware, Hawaii, Mississippi, and Tennessee. In the process, PCG has become deeply engaged with the existing structures and functions of state insurance departments.
- As of today, only two state Plan Management Partnership exchanges have won conditional approval from the federal Department of Health and Human Services (DHHS). Those states are Arkansas and Delaware. PCG is the Plan Management consultant for both of those states.
- No other vendor in the country has developed the Plan Management Partnership subject matter expertise that PCG has. Our approach to establishing state insurance department partnership exchange procedures is groundbreaking and has been cited by DHHS as a best practice other states should emulate.
- PCG is deeply versed in all aspects of the Affordable Care Act (ACA), not just Plan Management. More than 1/3 of the states in this country have engaged PCG in some capacity to assist them with health care reform. This expertise will prove invaluable to NHID as it's functional responsibilities under ACA increases it's interactions with the Medicaid program in ways not imagined just a couple of years ago.

- With corporate headquarters in Boston, you can be sure PCG will provide the onsite staffing New Hampshire expects. Furthermore, our onsite staffing will be the same people who have performed this work successfully in other states. Ours is the most experienced, proven Plan Management Partnership team you could hire.

We have been actively mapping how business needs will change in the Qualified Health Plan era. Despite the fact that state insurance departments provide the best platform upon which to build Exchange plan certification activities, elements of the requirements are new and different from traditional licensure, solvency, rate review and consumer service responsibilities.

PCG also believes there is still time for us to help New Hampshire consider state-specific policy options for approving qualified health plans that may offer some variation from federal standards. This gives New Hampshire the opportunity to make its Exchange ideally suited to meet the needs of state citizens.

With eight months remaining before open enrollment commences, New Hampshire has every reason to leverage the one plan management partnership framework that has already been built – and that has been endorsed by DHHS via conditional approval.

We look forward to meeting with you soon to commence this important and exciting work. Should you have any questions, please feel free to contact Sean Huse at (617)426-2026.

Sincerely,



Stephen P. Skinner  
Principal,  
Public Consulting Group, Inc.

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## A. Introduction

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## A. Introduction

In early 2012, the Center for Medicare and Medicaid Services (CMS) published a business map for Plan Management activities anticipated by the Affordable Care Act. This 12 page document, which we have included as an attachment, describes eleven major end-to-end process flows. They include initiating, evaluating, and revising QHP issuer applications; receiving, analyzing, and revising rate and benefit data and information; establishing certification agreements; maintaining QHP operational data; and, monitoring issuer and plan certification compliance, to name several.

At the same time, Public Consulting Group, Inc. (PCG) was well on its way towards establishing itself as one of the nation's leading health care reform consultants. Drawing on a rich tradition of assisting states with implementation of other sweeping policy changes such as Welfare Reform, No Child Left Behind, and Medicare Part D, Affordable Care Act (ACA) implementation was a natural focus for PCG. Today we are helping more than twenty states implement provisions of the ACA.

PCG took that CMS Plan Management business map, adopted and adapted it into an operations plan that state insurance departments could use to meet their ACA-mandated Plan Management requirements.

Today, just about a year after CMS provided its initial guidance, **PCG is the only firm in the country that can offer the New Hampshire Insurance Department a ready-made, off-the-shelf plan management product** embraced by other states and designated by CMS itself as a "best practice" for other states to emulate. PCG's plan management offering is operational consulting at its best, bridging the federal ACA vision and the capacity of state insurance departments.

It is comprised of a business model matrix that preserves CMS requirements coding for ease of federal navigation. Then it adds columns identifying the specific role each functional area of an insurance department will play in completing each requirement code. What emerges is an operations plan with sufficient clarity to inform insurance department job assignments, inter-division work agreements and a comprehensive policies and procedures manual.

PCG accompanied the Arkansas and Delaware staff delegations at their CCIIO partnership exchange design review meetings in Bethesda, Maryland with these matrices in hand. The Arkansas design review meeting was first. Staff representatives of the Center for Consumer Information and Insurance Oversight (CCIIO) were so impressed with this approach that they cited it as a "best practice" and have recommended other states use it as their model.

In choosing to work with PCG, New Hampshire will be aligning itself with the CCIIO-identified "best practice" for a Plan Management partnership.

On the pages that follow, PCG provides information and examples that document the skills and capabilities required for completing the tasks which comprise the scope of work (Section (B))(1)

February 8, 2013

New Hampshire Insurance Department  
Plan Management Consultants  
RFP #: 2013-EG-03

a – g) under this Request for Proposals (RFP). We then provide our general qualifications and related experience as required by Section (B)(2). Cost information and references are also included.

PCG is located less than 90 minutes from the New Hampshire Insurance Department's South Fruit Street offices. PCG is no stranger to New Hampshire state agencies. Currently, PCG is working with the New Hampshire Department of Education to support implementation and enhancement of EasyIEP, a web based IEP System for special education management. Our cost proposal outlines a staffing model that provides both on-site and off-site resources that will be available four days per week for the first four months. PCG will continue to provide subject matter experts as necessary to launch qualified health plan certification and monitor it through February 15, 2014.

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## B. Specific Skills

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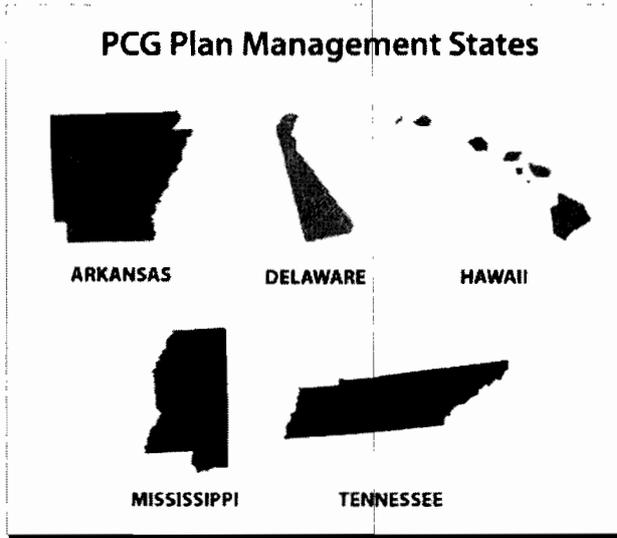
- B.1. Project Management
- B.2. Compliance Examiner and Market Analysis
- B.3. General Qualifications and Experience
- B.4. Cost



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## **B.1. Project Management**

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**B.1. Project Management***B.1.a. Experience in the area of insurance regulatory compliance*

PCG has developed a robust Plan Management practice since the passage of the Affordable Care Act in March, 2010. No fewer than five states – Arkansas, Delaware, Hawaii, Mississippi, and Tennessee – representing both state-based and partnership exchanges, rely on PCG for consulting and operational assistance with plan management. PCG will dedicate staff with ACA QHP experience as well as staff with independent commercial insurance experience to this engagement.

PCG is more qualified than any other firm in the country to increase the capacity of NHID to implement the certification and regulation

of Qualified Health Plans. PCG's experience with other partnership states is a reason why. Since 2011, PCG has worked with the State of Delaware to identify state rule changes and contract requirements for their commercial market to comply with the Affordable Care Act. In addition to the rating rule changes required, PCG has also helped Delaware identify and implement more subtle rule changes that will facilitate modifications to review and audit procedures. Arkansas has followed a similar path, with PCG as its trusted advisor for plan management. PCG helped Arkansas consider how QHP certification standards will interact with other state health policy priorities, such as payment reform. These two states – Delaware and Arkansas – are the only two states thus far to have gained conditional approval of their state Plan Management Partnership exchanges. PCG intends to leverage its experience helping them in providing assistance to you.

The PCG manager supervising and directing the project management, compliance examination and market analysis will work under the direction of Rich Albertoni. Mr. Albertoni's biography is provided in the "PCG Staff Resources" section of this proposal and documents the nine years of insurance industry experience he has accrued working with health plans.

PCG's insurance regulatory compliance experience extends to both managed care organizations and public payors. This is relevant to NHID because of the "churn" issue that will occur come 2014 as populations move between the Medicaid program and premium tax credit eligibility. It will be important to understand and prepare for the impacts that a churning population may have on the volume of appeals and complaints and care transition issues that may arise and impact QHP oversight. Ensuring that state rules aim for stability while allowing for flexibility where needed will be critical to the overall success of the implementation. Unlike most firms that have traditionally served Departments of Insurance, PCG has a deep understanding of Medicaid –

eligibility, benefits, and regulations – that will be a valuable asset to NHID in the post October 1, 2013 world.

NHID needs to select a firm that has the most *relevant* experience in *QHP management*. That firm is PCG.

*B.1.b. Ability to assess current workflows, tools and standards of health plan management; identify the need for new workflows, tools and standards; and incorporate changes into current structure*

Business process mapping, which encapsulates assessing workflows, tools, and standards, is a core PCG competency. For over 20 years, state agencies have looked to PCG to enhance operations, improve client outcomes, achieve state and federal compliance, expand program financing options and contain costs utilizing its business process mapping capabilities. We can cite multiple recent examples with health and human service agencies in Michigan, North Carolina, and Wisconsin as well as Rhode Island, Maine, and Massachusetts, closer to home.

The most relevant examples of PCG's ability assess the current, identify the new, and incorporate changes relate to our work under ACA. Today, PCG is advising several states, including Hawaii, Rhode Island, Nevada, Delaware, New Mexico and Alaska on functional systems analysis, feasibility studies, gap analysis, cost/benefit analysis, and "As-Is" and "To-Be" analysis, all of which require the type of business process skills needed for Plan Management.

There are a multitude of ACA requirements that call for extensive development and/or significant modification to business processes. Experience in performing and actualizing this task is one of the most critical responsibilities of the vendor you select. Nowhere are business process mapping and documentation skills needed more than in providing Technical Assistance consulting services to states assessing how their existing eligibility and enrollment functions and IT functionality for Medicaid, CHIP, TANF, and SNAP domains will conform to ACA-related requirements. PCG, utilizing both its technology and program knowledge and capabilities, has become one of the country's leading eligibility system planners in part because of our ability to conduct robust business process mapping and documentation under difficult circumstances and tight timeframes. A firm that can successfully process map eligibility and enrollment functions is battle-tested for plan management process mapping. Below we describe steps we would take to execute the anticipated scope of work.

### **PCG's QHP Business Process Mapping Methodology**

While it will be necessary to establish new processes to certify QHPs, PCG believes that it can assist the NHID with efficiently integrating the QHP review processes with the existing application, form and rate review processes. Through joint planning sessions and interviews with key stakeholders, PCG will develop a process model that outlines all aspects of QHP certification, recertification, and decertification in New Hampshire, including standardized application review procedures. PCG will also document the QHP application review, form and rate review, and other Department processes in both the plan management blueprint and

procedure manuals that will be developed in this scope of work. PCG will ensure that NHID develops QHP certification processes that comply with the ACA.

PCG will work with the NHID to evaluate existing processes conducted by the NHID and will recommend additional processes required to complete QHP certification, recertification, and decertification requirements. These processes, and the way they align with plan management functions, will be outlined in the blueprint and further supported by an end-to-end process flow to be documented by PCG.

The process will include agreements with issuers and with CCIIO as necessary. The document will build on the end-to-end process flow to show specifically how New Hampshire processes are aligned with the provisions in the ACA. PCG will also prepare a Plan Management Activity Resource Matrix, which will identify QHP certification, recertification, and decertification activities (including aligning those activities with the responsible entities).

Using these tools, PCG will assist NHID to identify operational inefficiencies and to complete iterative drafts of the document as required. The end-to-end process model and Plan Management Activity Resource Matrix will address QHP certification, decertification, and recertification tasks in a high level of detail.

*B.1.c. Project management experience including project start-up and implementation; ability to meet timelines and coordinate effectively with NHID staff*

Today PCG is managing more than 1,000 active contracts across the country. Most require the kind of project management experience and skill anticipated by this question. In this section, we describe our project management methodology and then provide examples of our work drawn from our ACA experience.

### **PCG's Project Management Methodology**

Project management encompasses the standards, processes, procedures, and supporting tools necessary to plan, monitor, and execute project life cycle phases. In addition, project management goes beyond managing the daily activities of the project team; it involves monitoring and communicating the project status, ensuring the timeliness and quality of deliverables and identifying and resolving issues before the project is affected.

PCG help states to establish sound project frameworks that:

- Align with (CMS and CCIIO) milestone schedules and requirements;
- Ensure appropriate resources and skill sets were deployed as needed;
- Coordinate limited staff resources across multiple agencies and divisions;
- Produce high quality deliverables on time and within budget;
- Support streamlined flow of project communications through appropriate channels; and
- Ensure overall project accountability to project sponsors and key stakeholders.

At the project onset, PCG will work with NHID project leadership to develop a comprehensive Project Management Plan (PMP) that provides detailed plans, processes, and procedures for managing and controlling the life cycle activities of the NHID Plan Management project. It describes the processes and approaches for managing (i.e., planning, monitoring, and controlling) the project. The information in the PMP and its associated plans provide the basis for communication and understanding among project team members and all other stakeholders. PCG will leverage its un-paralleled experience in managing larger Exchange implementations to tailor the PMP to fit this project's size, scope, and duration.

### **PCG's ACA-Related Project Management Experience**

PCG has extensive experience in managing successful planning and implementation projects for both state-based and Partnership Exchange models, including meeting or exceeding federal milestone deadlines for establishing state policies regarding essential health benefits, QHP certification standards, capacity planning, and Exchange Blueprint and grant applications. *While PCG is consistently called upon by states to provide subject matter expertise on ACA and Exchange-related policy and regulation, it is our ability to combine that expertise with consistent adherence to rigorous project management practices that differentiates us from other firms.* PCG is now entering its fourth year of assisting states with planning, design and implementation of health care exchanges. PCG has provided its expertise in these areas in several states, including Rhode Island, North Carolina, California, Delaware, Arkansas, Hawaii, Tennessee, Rhode Island, and, most recently, New Mexico. Below we provide some examples.

**Hawaii** -- PCG was contracted by the state of Hawaii to establish and operate a Project Management Office (PMO), and to provide project management and oversight for the Hawaii Health Connector (Exchange) project. The PMO has been created to manage both a complex system implementation effort as well as to support the development and implementation of new core business functions required of the Exchange to achieve compliance with ACA requirements. PCG has established the PMO as the sole source of metrics, documentation, and guidance related to managing the overall implementation.

**Delaware** -- PCG is serving as the lead project manager in efforts to assist the State of Delaware with all planning activities for the establishment of a federal partnership health benefits exchange, in compliance with the Patient Protection and Affordable Care Act. Activities include leading efforts to organize plan management and consumer assistance functions, managing the development of the Level 1 establishment grant and the Implementation Advanced Planning Document (IAPD). PCG has also supported the state's Executive Management Team in preparing for and delivering updates to key external stakeholders, including the Governor, state legislature, and the Delaware Health Care Commission.

**Other** -- PCG has provided project management oversight services in **Tennessee** for agenda and artifact preparation of CCIIO Establishment Grant Reviews. In this context, PCG has assisted state staff with preparing their presentations and questions for CCIIO staff. In **Arkansas**, we have managed projects to assist the Insurance Department with the design, development and implementation of a process to certify the qualified health plans that will be participating in Arkansas' federal partnership exchange.

*B.1.d. Experience in training and educating staff*

PCG routinely trains state and federal staff on Medicaid rules and regulations through the National Association of State Human Services Finance Officers (HSFo) organization. Our team has taught courses on Medicaid managed care, eligibility, coverage, reimbursement, and other waiver rules and regulations. We are experts in the Code of Federal Regulations, State Plans, Title XIX of the Social Security Act and now the Affordable Care Act. These training sessions have also included topics such as cost allocation preparation, time studies, revenue maximization, hands-on system training, and subject matter training.

We regularly conduct training sessions as part of our contracts with state government agencies and others. Examples include North Carolina, Colorado, and Wisconsin. In North Carolina, PCG provides training to 85 Local Health Districts (LHDs) on the Medicaid Administrative Claiming (MAC) program, the random moment time study (RMTS) process, and financial reporting. Through these trainings, PCG assists the state in ensuring the MAC program is compliant with state and federal requirements. PCG also conducts outreach and training efforts across all of our school based health services program projects. In states like Colorado and Wisconsin, PCG provides training to the participating schools on RMTS, financial reporting and cost settlement and cost reconciliation. PCG also provides program review functions as part of our scope of services to ensure these programs are compliant with their State Plans and the federal guidelines.

In Arkansas, PCG provides guidance to the Insurance Department for both Plan Management and Consumer Assistance functions of the Exchange. Through creation of Policies and Procedures manuals and interdepartmental memorandums of understanding, PCG has enabled the Department to more clearly understand division roles and responsibilities under the Exchange.

PCG has developed and conducted numerous trainings for clients, in a variety of contexts across and a wide range of subject matter. PCG can leverage 26 years of experience when designing and carrying out training for New Hampshire's plan management partnership Exchange.

*B.1.e. Proven communication and organizational skills*

Communication and organizational management are cornerstones of all of PCG's Project Management engagements. Throughout its past and current projects, PCG has exhibited communication and organization expertise and is willing and ready to bring this expertise to New Hampshire.

PCG has developed a number of successful communication plans, and will develop a specific and unique communication plan for New Hampshire in order to efficiently manage the varied stakeholder communication and input needs. In Delaware, PCG developed a comprehensive Communication Plan to engage community partners and stakeholders in the development and launch of the Exchange. PCG successfully engaged in a variety of communication platforms, including the creation of a collaborative online environment to serve as a document repository and communication channel for all members of the project team.

PCG has also served as an active contributor to Delaware's Health Benefit Exchange Steering Committee and Delaware's Health Care Commission, routinely presenting on various aspects of the project. In addition, PCG conducted over 30 stakeholder meetings, focus groups, and public forums throughout the state to solicit input and feedback from a variety of individuals and groups. Similarly, in North Carolina, PCG worked with DHHS leadership to ensure clear and consistent communication and messaging about North Carolina's health care reform initiatives to internal stakeholders. We did similar stakeholder outreach for the State of Nevada as they designed their Exchange model.

Perhaps most important is how we have applied our communication skills and capabilities with the federal government, on behalf of our clients. PCG communicates on a regular basis with CCIIO, including participating in CCIIO design review sessions. PCG is working with state staff and CCIIO in both Arkansas and Delaware to establish a Plan Management Partnership Exchange. PCG has access to up-to-date information from CCIIO on plan management partnership requirements and actively engages in dialogue with CCIIO to resolve ambiguities or questions surrounding rules.

Beyond managing the daily activities of the project team, PCG will monitor and communicate the project status, ensuring the timeliness and quality of deliverables and identifying and resolving issues before the project is affected. This strategy has proven effective in past projects, and PCG is confident that it will prove effective in New Hampshire.

*B.1.f. Documentation and reporting skills for drafting grant reports to the US Department of Health and Human Services*

As a condition of ongoing 1311 funding through the Centers for Consumer Information and Insurance Oversight (CCIIO) and Department of Health and Human Services (HHS), states are required to submit quarterly reports detailing their progress and hindrances experienced to their State Officer. PCG is very familiar with the requirements of grant reporting under these funding opportunities and can readily assist the State of New Hampshire to comprehensively address this requirement.

Two examples of PCG's experience in this area can be found in our work with Wyoming and Delaware. PCG drafted Wyoming's quarterly grant reports during Fiscal Year 2011 as part of our broader Exchange feasibility work with the Wyoming Insurance Department. PCG met with leadership to confirm activities conducted outside of PCG's purview, drafted the full report according to HHS guidelines, submitted the report to the State for review, and finalized the document for submission. In Delaware, PCG designed our bi-weekly status reports such that the content of those reports could be readily compiled by the project administrator to successfully meet federal reporting requirements.

PCG will apply this same process to meet the needs of New Hampshire and will ensure compliance with federal requirements.

Again, we feel what is most relevant to NHID is whether a vendor can demonstrate these skills in an ACA environment generally and a Plan Management environment specifically.

*B.1.g. Facilitating the collection of data and reporting to Office of Consumer Information & Insurance Oversight(CCIIO) as required by law*

Plan management operational functions include data collection from the QHP issuers and transmission of this information to all other Exchange business areas, including financial management, eligibility and enrollment and monitoring of plan performance. Thus, establishing plan management functions precedes and will inform many other business requirements that need developing prior to the Exchange opening for enrollment on October 1, 2013.

**Plan Management System(s) or Processes that Support the Collection of QHP Issuer and Plan Data**

The plan management blueprint requires plan management system(s) or processes that support the collection of QHP issuer and plan data; facilitates the QHP certification process; manages QHP issuers and plans; and integrates with other Exchange business areas, including the Exchange Internet Web site, call center, quality, eligibility and enrollment, and premium processing.

PCG will work with The New Hampshire Insurance Department (NHID) to document core processes and the software and systems used to support those processes. PCG assumes that the NHID will use SERFF to manage collection of QHP issuer and plan data, and is familiar with the system extensions that the NAIC is currently implementing to support plan management functions. PCG will be able to leverage this knowledge and experience to assist in the development of these systems and processes. The following general plan data information is typically supported by SERFF and will be expanded upon:

- QHP issuer application and submission timeframes;
- Licensure data;
- QHP review results, including certification and non-certification determinations;
- Rate and benefit data; and
- QHP certification acceptance.

PCG will also assist the NHID in defining the exchange of data with CCIIO. PCG has the up-to-date information from CCIIO on how the plan data flow is expected to work and is in regular communication with CCIIO to resolve ambiguities or questions surrounding this process.

**QHP Quality Reporting**

NHID must ensure that QHP issuers meet the minimum certification requirements pertaining to quality reporting and provide relevant information to the Exchange and HHS pursuant to Affordable Care Act 1311(c)(1), 1322(e)(3), and as specified in rulemaking. PCG understands that clarification on the format and type of data that will be required for the purposes of submitting quality metrics to the Exchange remains pending final DHHS guidance. PCG will work with the NHID towards meeting and defining the process pertaining to quality data

reporting requirements and will assist NHID in navigating the relationship and quality data flow among NCQA, NAIC's SERFF, and CCIIO. PCG will also work with NHID to leverage existing quality data reporting requirements to meet QHP requirements. The program goal of this information is to make QHP quality benchmarks transparent to New Hampshire Exchange consumers.

**Establish Procedures for Ongoing QHP Operations and Monitoring to assure the quality and integrity of ongoing QHP operations and monitoring**

PCG will work with NHID and CCIIO to document processes related to ongoing QHP interactions with the Exchange and Exchange monitoring of QHP performance. Processes to be addressed may include:

- Transmission of monthly plan membership information from HBE to plans;
- Ongoing submission of plan XML files identifying provider updates;
- Reporting dashboards and auditing protocols to assure plan performance;
- Tracking and resolution of complaints; and
- Development of corrective action plans and issuer appeals of Exchange corrective actions.

PCG is supporting Plan Management establishment activities in Arkansas, Delaware, Hawaii, Tennessee and Mississippi. We have worked with our state partners to complete Plan Management Blueprints, exchange requirements, business process and operations manuals as well as supporting their CCIIO design reviews.

In the process, PCG has become deeply engaged with the existing structures and functions of state insurance departments and mapping how business needs will change under the ACA with respects to Qualified Health Plans. Despite the fact that state DOI agencies provide the best platform upon which to build Exchange plan certification activities, elements of the requirements are new and different from traditional licensure, solvency, rate review and consumer service responsibilities.

PCG can call upon its recent Plan Management experience from other states, its lengthy and ongoing track record of ACA and HIX consulting over the last four years, as well as its skill set in conducting business process analysis and mapping. PCG is analyzing and supporting plan management business process development and drafting blueprints in other states. PCG is attending and communicating on a regular basis with CCIIO, including participating in CCIIO design review sessions.

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## **B.2. Compliance Examiner and Market Analysis**

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## **B.2. Compliance Examiner and Market Analysis**

### *B.2.a. Experience in the area of insurance regulatory compliance and/or examination*

PCG staff directing the project management, compliance examination and market analysis will work under the direction of Rich Albertoni. Mr. Albertoni's biography is provided in the "PCG Staff Resources" section of this proposal and documents the nine years of insurance industry experience he has accrued working with health plans.

More background on PCG's insurance industry experience is provided in Section B.1.a, which is also provided here:

PCG has developed a robust Plan Management practice since the passage of the Affordable Care Act in March, 2010. No fewer than five states – Arkansas, Delaware, Hawaii, Mississippi, and Tennessee – representing both state-based and partnership exchanges, rely on PCG for consulting and operational assistance with plan management. PCG will dedicate staff with ACA QHP experience as well as staff with independent commercial insurance experience to this engagement.

PCG is more qualified than any other firm in the country to increase the capacity of NHID to implement the certification and regulation of Qualified Health Plans. PCG's experience with other partnership states is a reason why. Since 2011, PCG has worked with the State of Delaware to identify state rule changes and contract requirements for their commercial market to comply with the Affordable Care Act. In addition to the rating rule changes required, PCG has also helped Delaware identify and implement more subtle rule changes that will facilitate modifications to review and audit procedures. Arkansas has followed a similar path, with PCG as its trusted advisor for plan management. PCG helped Arkansas consider how QHP certification standards will interact with other state health policy priorities, such as payment reform. These two states – Delaware and Arkansas – are the only two states thus far to have gained conditional approval of their state Plan Management Partnership exchanges. PCG intends to leverage its experience helping them in providing assistance to you.

PCG's insurance regulatory compliance experience extends to both managed care organizations and public payors. This is relevant to NHID because of the "churn" issue that will occur come 2014 as populations move between the Medicaid program and premium tax credit eligibility. It will be important to understand and prepare for the impacts that a churning population may have on the volume of appeals and complaints and care transition issues that may arise and impact QHP oversight. Ensuring that state rules aim for stability while allowing for flexibility where needed will be critical to the overall success of the implementation. Unlike most firms that have traditionally served Departments of Insurance, PCG has a deep understanding of Medicaid – eligibility, benefits, and regulations – that will be a valuable asset to NHID in the post October 1, 2013 world.

***B.2.b. High technical skill for examination and analysis of health plans.***

One of the key challenges that state insurance departments around the country are experiencing is ensuring staff have adequate time to plan, coordinate and implement additional required procedures under the ACA. PCG is actively working to assist these insurance departments in meeting their goals and objectives. We are doing so in a number of states.

PCG is working with the Arkansas Insurance Division (AID) to establish QHP certification processes and develop related business processes. We are writing the instructions that will be distributed to issuers to inform them how to submit QHP filings. We have drafted the policies and procedures agency staff will use to complete QHP form filing reviews. We are meeting with agency staff to demonstrate the process flow so they can understand their specific role.

In Delaware, PCG has acted as the State’s lead project manager overseeing Health Benefit Exchange planning and implementation since March 2010. We serve as the state’s “one-stop shop” for all relevant subject matter expertise concerning Health Benefit Exchange planning in addition to eligibility system redesign.

PCG is assisting the Delaware Department of Insurance establish its qualified health plan management business process. PCG has already walked Delaware DOI through QHP certification policy decisions. More recently, PCG has mapped QHP operational requirements for consistency with the CMS end-to-end process and alignment with similar existing DOI functions. In Delaware, PCG is helping the insurance department implement QHP certification criteria that go beyond the following federal minimum standards:

<b>Minimum Certification Requirements for QHPs</b>	
<b>Certification Standard</b>	<b>Description</b>
State licensed	QHPs must be licensed and “in good standing” in each state in which they’re offering coverage.
Accredited	QHPs must be accredited with respect to local performance on clinical quality measures such as HEDIS®, as well as consumer access, utilization management, quality assurance, provider credentialing, complaints and appeals, network adequacy and access, and patient information programs by a third party accrediting entity, as designated by the Secretary. QHPs that are not accredited at the time of certification must become accredited within a timeframe established by the exchange.
Network Adequacy	QHPs must provide enrollees with a sufficient choice of providers and make their provider directory available to consumers. QHPs must further ensure services are available without “unreasonable delay.”

<b>Minimum Certification Requirements for QHPs</b>	
<b>Certification Standard</b>	<b>Description</b>
Access to essential community providers	QHPs must include within their network community providers that serve predominantly low-income, medically underserved individuals.
Fair marketing practices	QHPs must meet marketing requirements, as determined by the exchange. They cannot employ marketing practices or benefit designs that effectively discourage enrollment by individuals with significant health care needs.
Quality improvement strategy	QHPs must implement a quality improvement strategy that uses provider reimbursement or other incentives to improve health outcomes, prevent hospital readmissions, improve patient safety and implement wellness programs.
Report on rates and benefits	QHPs must submit rate and benefit information to the exchange, and provide a justification for a rate increase prior to the implementation of the increase. The justification must also be posted prominently on the QHP's website.
Data reporting	QHPs must report to HHS, exchanges, state DOIs, and the public data on: <ul style="list-style-type: none"> <li>• Claims payment policies and practices;</li> <li>• Financial disclosures;</li> <li>• Enrollment and disenrollment;</li> <li>• Number of denied claims;</li> <li>• Rating practices;</li> <li>• Cost-sharing and payments for any out-of-network coverage;</li> <li>• New enrollee rights under the ACA; and</li> <li>• Cost-sharing information for a particular item or service, upon the request of an enrollee.</li> </ul>
Offer minimum essential health benefits and meet Bronze, Silver, Gold or Platinum actuarial value targets	All new plans in the individual and small group markets, including QHPs, must abide by the ACA's rating restrictions and requirements for the value and scope of benefits, often referred to as the "precious metal" tiers and essential health benefits package. Participating carriers must offer at least one silver level and one gold level QHP in the exchange.

To be successful in regulating QHPs, the NHID must establish clear policies and procedures for performing the plan management functions required for an Exchange. PCG is the only firm that can claim to have already done that with only Partnership states that have received conditional approval.

*B.2.c. High technical skill for examination of network adequacy requirements*

Qualified Health Plan network adequacy requirements were established in Exchange regulations published on March 27, 2012. These requirements include three major elements:

- Inclusion of essential community providers in accordance with §156.235;
- Maintenance of a network that is sufficient in number and types of providers, including providers that specialize in mental health and substance abuse services, to assure that all services will be accessible without unreasonable delay; and
- Consistency with the network adequacy provisions of section 2702(c) of the Public Health Services Act (PHSA).

PCG has been actively working with states to establish qualified health plan certification processes, including capacity to confirm compliance with network adequacy. We begin by determining existing processes that may be in place at state insurance departments to determine variance from ACA required provisions. Alternatively, states may be able to draw on existing network adequacy provisions used by their Medicaid agencies to certify managed care organizations.

Typically, regulatory review of network adequacy involves submission of provider files by plans. The regulating agency uses this information to develop ratios of providers to enrolled members. Provider location information provided by plans further helps regulators determine the distance members would be required to travel to access a provider by specialty care type.

PCG is aware that, to the extent a state does not have any existing network adequacy requirements that are fully compliant with the ACA, states may use the National Association of Insurance Commissioners (NAIC) model process. PCG is familiar with this model process and has the technical skills to enhance capacity to use this process within the New Hampshire Insurance Department. PCG has regularly attended NAIC forums since passage of the Affordable Care Act. The NAIC model process includes a template for an “access plan” intended to accompany health form filing applications. This template addresses a broad scope of provider access considerations, including access to centers of excellence such as trauma centers.

Based on our deep Medicaid experience, PCG is also technically trained to enhance the capacity of NHID to assure compliance with essential community provider requirements. We understand the terms that defined these providers, including their inclusion in federal 340(B) discount drug purchasing programs.

*B.2.d. Knowledge of reporting requirements, tools and data sources necessary to track and report market conduct investigations and examinations*

Through our work with state insurance departments, PCG has gained knowledge and skills of agency regulatory activities, including market conduct investigations and examinations.

PCG understands that a market conduct examination is an in-depth transactional review of an issuer that incorporates the following elements:

1. A system for scheduling examinations;
2. Examination procedures tailored to the nature of the examinee's operations;
3. Timely, action-oriented reporting;
4. Cooperation and coordination among the jurisdictions.

A market conduct examination may cover one or all of the following areas:

- **Company Operations and Management:** Designed to provide an overview view of the legal entity type and how it operates.
- **Marketing and Sales:** Designed to evaluate representations made by an insurance company or producer about its product(s) or services.
- **Underwriting and Rating:** Designed to provide an overview of how an insurance company treats applicants and policyholders and whether that treatment is in compliance with applicable statutes, rules, and regulations.
- **Policyholder Service:** Designed to test compliance with statutes regarding notice/billing delays/no response, and premium refund and coverage questions.
- **Claim Handling:** Designed to provide an overview of how an insurance company treats claimants and whether treatment is in compliance with applicable statutes, rules, and regulations.
- **Complaints:** Designed to review the insurance company's procedures for processing consumer complaints.
- **Producer Licensing:** Designed to test an insurance company's compliance with state producer licensing laws.

Our work involves helping states leverage NAIC tools for use in QHP filing reviews. PCG understands NAIC market information tools such as the Complaints Database System (CDS), the Examination Tracking System (ETS), the Market Analysis Prioritization Tool (MAPT), the Market Analysis Review System (MARS), the Market Conduct Annual Statement (MCAS), the Market Initiative Tracking System (MITS) and the Regulatory Information Retrieval System (RIRS).

PCG will use this knowledge to help New Hampshire effectively track and report market conduct examinations and investigations as part of the QHP monitoring process.

*B.2.e. Ability to maintain productivity standards and quality standards set by NHID*

Public Consulting Group, Inc. (PCG) has thoroughly reviewed the NHID Review Requirements Checklist for Individual Health Filings. We see how NHID uses this to assure the filing review process meets productivity and quality standards set by the agency. This approach meshes with PCG's strong project management orientation, and we anticipate successfully integrating our staff into this model.

PCG can even help NHID build new checklists to maintain productivity and quality for QHP reviews.

PCG has recently drafted similar checklists for states' Qualified Health Plan (QHP) certification process, and will be ready and able to do so for New Hampshire. We have a comprehensive understanding of the reporting requirements for QHPs from our work with other state partnerships such as Delaware and Arkansas, and will be able to provide the necessary guidance to New Hampshire. PCG will work to integrate the requirements of the ACA with the current state standards to ensure a seamless implementation of a Plan Management partnership.

*B.2.f. Ability to make decisions based on relevant facts, findings, federal and state laws, regulations and bulletins*

PCG understands that QHP certification is a process built on federal and state laws, and that plan management is an end-to-end process resulting from NAIC systems and CMS planning. The centerpiece of PCG's plan management efforts has been to assure that operations reflect these rules and procedures.

PCG's plan management knowledge has evolved alongside continuing guidance from the Center for Consumer Information and Insurance Oversight (CCIIO). With each release of additional information, we provide interpretations and issue briefs to plan management clients, continually advancing our expertise in the health care reform arena.

In addition to acknowledging and ensuring compliance with federal regulations, plan management must also be tailored to each state's unique characteristics. Operating a partnership exchange, such as that offered in New Hampshire, provides additional opportunities for the exchange to meet the State's individual needs. PCG recognizes the need for clear and complete information regarding policy options and potential outcomes, and will provide NHID with relevant facts and findings needed to develop state-specific rules for plan management.

*B.2.g. Ability to meet timelines and coordinate effectively with NHID staff*

The best example we can give of our ability to meet timelines and coordinate effectively with agency staff is the success of two of our clients, Arkansas and Delaware, in winning Partnership Exchange conditional approval on time. Along the way, we met every deadline CCIIO established and we worked as part of a team with state staff to make it happen.

We wrote blueprints by the deadline. We submitted CCIIO Design Review documents on time. We wrote briefing papers for recurring advisory committee meetings. In fact, nearly a year ago, we established an entire timeline for establishing the Plan Management processes, and all these months later, we have stuck to them. That has driven the success of our client partners.

*B.2.h. Experience in training and educating of staff*

PCG routinely trains state and federal staff on Medicaid rules and regulations through the National Association of State Human Services Finance Officers (HSFO) organization. Our team has taught courses on Medicaid managed care, eligibility, coverage, reimbursement, and other waiver rules and regulations. We are experts in the Code of Federal Regulations, State Plans, Title XIX of the Social Security Act and now the Affordable Care Act. These training sessions have also included topics such as cost allocation preparation, time studies, revenue maximization, hands-on system training, and subject matter training.

We regularly conduct training sessions as part of our contracts with state government agencies and others. Examples include North Carolina, Colorado, and Wisconsin. In North Carolina, PCG provides training to 85 Local Health Districts (LHDs) on the Medicaid Administrative Claiming (MAC) program, the random moment time study (RMTS) process, and financial reporting. Through these trainings, PCG assists the state in ensuring the MAC program is compliant with state and federal requirements. PCG also conducts outreach and training efforts across all of our school based health services program projects. In states like Colorado and Wisconsin, PCG provides training to the participating schools on RMTS, financial reporting and cost settlement and cost reconciliation. PCG also provides program review functions as part of our scope of services to ensure these programs are compliant with their State Plans and the federal guidelines.

In Arkansas, PCG provides guidance to the Insurance Department for both Plan Management and Consumer Assistance functions of the Exchange. Through creation of Policies and Procedures manuals and interdepartmental memorandums of understanding, PCG has enabled the Department to more clearly understand division roles and responsibilities under the Exchange.

PCG has developed and conducted numerous trainings for clients, in a variety of contexts across and a wide range of subject matter. PCG can leverage 26 years of experience when designing and carrying out training for New Hampshire's plan management partnership Exchange.

*B.2.i. Proven written and oral communication skills*

PCG is continuously relied on to author issue briefs and make presentations for health insurance exchange advisory committees. The success of these committees relies on the quality of PCG's written and oral communication skills. We invite New Hampshire to assess the quality and volume of materials we have prepared for the Arkansas Insurance Department at the following site: <http://hbe.arkansas.gov/FFE/Plan.html>. The proof of our communications effectiveness is evidenced by Arkansas' conditional approval to operate a partnership exchange as well as CCIIO adopting elements of the Arkansas's Blueprint as "best practices."

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## **B.3. General Qualifications and Experience**

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**B.3. General Qualifications**

*General qualifications and related experience of the contractor. Knowledge of health insurance regulations, plan management review and examination processes, New Hampshire insurance laws, Patient Protection and Affordable Care Act (PPACA), and health insurance benefit designs. Knowledge or experience with the National Association of Insurance Commissioners' for Electronic Rate and Form Filing (SERFF) system desired. Good communication skills and a demonstrated ability to work with both industry and regulatory personnel to achieve appropriate and adequate insurance industry regulation in New Hampshire. Industry experience required. Proposal must include a summary of experience, including current curriculum vitae.*

**Knowledge of Health Insurance Regulations**

PCG understands that a foundational knowledge of health insurance regulations is key to effectively guiding partnership exchange states to successful implementation. We take these regulations seriously because they are the basis of qualified health plan (QHP) certification standards and all QHP monitoring that will follow. The Affordable Care Act (ACA) and its associated regulations fundamentally change many of the established rules insurance departments use to approve rate and form filings for individual and small group health plans.

For these reasons, PCG will bring our formidable regulatory references to the table to provide the New Hampshire Insurance Department (NHID) with operational clarity. Among other things, we will explain how CFR 156.235 requires qualified health plans to include essential community providers in the care networks they make available to their members. We will help NHID establish procedures to verify this requirement by parsing out the definition of an essential community provider. PCG will rely on our expertise in health consulting to explain what it means for a provider to be enrolled in a public health service 340B program, which is a basis for identifying compliance with the essential community provider requirement.

To provide a second example of how our regulatory knowledge will inform our work, PCG will guide NHID through the options it may exercise under CFR 156.110 in the future to establish the scope of habilitative services offered in QHPs. PCG has facilitated the recent study of this issue in Arkansas, which is exploring ways to become the first state to define the scope of habilitative services independent of a benchmark plan and without deferring to issuers.

It should also be noted that the Department of Health and Human Services issued sub-regulatory guidance on the State Partnership model in May 2012 and again in January 2013. Because PCG has served as the plan management consultant for the only two conditionally approved partnership exchanges, these documents have been a daily reference in the work spaces of our staff.

**Plan Management Review and Examination Process**

Early in 2012, CMS published a set of business process maps referred to as the Plan Management Blueprint Model – End to End (E2E) Process Flow. This model diagramed and

coded each Plan Management business function and established the sequential relationships of those functions.

As PCG began our Plan Management Partnership work in Delaware and Arkansas, these business process maps served as our compass. Our focus became establishing a crosswalk to align the generic process flow with the state-specific policies and procedures. We accomplished by facilitating onsite sessions with insurance department staff across divisions to better understand their current responsibilities and compare them to required QHP certification functions. Ultimately, this process allowed PCG to identify how best to leverage current skill sets to accomplish the QHP process. We drafted state-specific model processes, and asked insurance department staff to provide feedback.

The first time we shared the results of this alignment process with CCIIO staff was at the Arkansas design review meeting in October. The feedback was so positive that CCIIO asked Arkansas for permission to share it as a “best practice” other states should consider emulating. At PCG, we believe we have literally written the book on state alignment with plan management processes in a partnership model. We look forward to using these same methodologies to help New Hampshire achieve its state exchange goals.

### **New Hampshire Insurance Laws**

PCG has a long history of working with state-specific and agency-specific laws and rules as necessary to achieve program outcomes. Interpreting law and rules is an ongoing part of what we do. Recently, our Exchange clients have been relying on us to provide new rule interpretation summaries for them, and even to prepare comments on their behalf.

We have worked to review insurance laws in Arkansas and Delaware to identify any state coverage mandates above the essential health benefits minimum standards as well as to establish the Insurance Department’s authority to regulate health carriers. We are actively documenting ACA requirements and associated rules that will need to be executed by the insurance department, as well.

### **Patient Protection and Affordable Care Act**

PCG is the nation’s leading HCR consulting firm addressing Health Benefit Exchange, Integrated Eligibility, Health Information Technology/Health Information Exchange, and Medicaid Program Redesign. We are the most experienced HCR planning consultant in the country, with more than 30% of states using PCG to assist with ACA. They range from Alaska in the West to Delaware in the East, from Arkansas in the South to Rhode Island in the North. With PCG now entering its fourth year of assisting states plan, design, implement, and operate a public Exchange, including state-based, the federal model, or the state partnership, three recent examples of PCG assisting states are particularly relevant to this procurement:

Health insurance exchanges are an important part, but only one part, of the ACA. A reason to choose PCG is that our consultants are active in a wide variety of ACA implementation issues,

including Medicaid expansion operational requirements and health homes. Ultimately, these disparate ACA sections are interrelated. An example of this is that Partnership exchanges may elect to have the federal Exchange portal determine state Medicaid eligibility. PCG can help New Hampshire identify and understand these ACA inter-dependencies.

### **Health Insurance Benefit Designs**

PCG has a long track record of working on health insurance benefit design issues in our capacity as managed care and Medicaid consultants. In our work with state partnership exchanges, we have applied those skills to help states establish their essential health benefits (EHB) benchmark and to consider how that will eventually align with the Medicaid expansion benchmark.

PCG provided the analytical framework for the selection of the EHB package in Arkansas and Delaware. This involved completing a detailed comparison of the ten plans that were eligible to become the benchmark. PCG identified benefit variations and areas in which a selected benchmark would require supplementation because it did not meet federal standards. We separately looked at state coverage mandates to determine if any exceeded EHB requirements and to assess the resulting cost impacts to the state.

Under the Affordable Care Act, health insurance benefit designs vary by tiers referred to as “metal levels.” One role of an insurance department in a partnership is to verify the accuracy of the metal tier to which a plan is assigned. PCG is working with insurance department staff in other states to assure they understand the role of the federal “actuarial value calculator” in validating these tiers.

The content of these benefit packages is a policy focal point for continuity of care reasons, too. It is expected that individuals with incomes between 133% and 200% of poverty will be at high risk for frequent transitions between qualified health plans and Medicaid, due to the fluid nature of many people’s income sources. This is an issue exchange policy makers will need to confront in 2014 and beyond as the Medicaid expansion commences in most states.

### **Knowledge and Experience with SERFF System**

PCG has been a regular attendee of the National Association of Insurance Commissioner’s SERFF Plan Management forums. We are aware the important role SERFF plays as the vehicle through which issuers submit form filings. In a federal partnership exchange, it can also serve as the transmitter of plan and issuer data from the state insurance department to the federally facilitated exchange.

PCG has a gained experience examining SERFF in state-specific contexts to determine its capacity to meet additional qualified health plan certification criteria states may add.

While the SERFF system can continue to be used by New Hampshire, there will be pieces of functionality outside the scope of SERFF that N will need to identify to successfully perform Exchange plan management functions. In order to inventory what the SERFF system will and will not provide (for NHID to implement the technology supports it needs), PCG has already

performed an overall technology Gap Analysis through its ongoing work in Arkansas, Delaware, and Hawaii.

This accelerator will give PCG the advantage of knowing many of the likely gap areas before hitting the ground with NHID. PCG will, of course, also need to perform a gap analysis specific to NHID's needs. Having performed numerous Gap Analyses and road map exercises for other state's Exchange planning effort, no other firm is better suited to performing this important task for New Hampshire. While each technology gap analysis engagement has a slightly different scope and objective and must be approached uniquely, PCG has proven tools and processes to perform a thorough analysis that will cut to the core of the key issues facing NHID.

### **Communication Skills**

As with any process that involves outreach to the public, developing communications on should be an iterative process, working toward a final product that is accurate, audience appropriate, and speaks to the needs of targeted segments. PCG will employ the following four step approach to expeditiously produce effective communications for the public.

#### ***Identify Core Messaging***

PCG will work with the Department to identify specific goals and concerns in communicating to the public. This process will involve identifying problem areas and addressing them directly. This will be critical to gaining public buy-in and promoting transparency of the process.

#### ***Develop draft communications***

During the past two years, PCG has developed public presentations and issue briefs, and facilitated Exchange-related committee meetings, public forums, focus groups, and individual interviews with stakeholders throughout the country. From this vast experience, PCG brings to this engagement a substantial library of stakeholder-tested materials which we will leverage to produce high quality educational materials on this topic. These communications will translate the complicated language of certification standards into simple, direct language, accompanied by justifications for the chosen standards and a description of the overarching goals that the standards support at the discretion of the Department.

#### ***Seek input from key stakeholders***

Patient navigators, community health workers, and consumer advocates have all proven important resources in understanding how best to guide and communicate with individuals regarding Exchange utilization and health insurance decision making. Similarly, brokers, trade associations, and other organizations that currently serve small business needs have provided key insights into effective outreach and communication with small business owners. Engaging these individuals and organizations to review these educational materials will ensure that they are appropriate and effective for individual and small business consumers. Following review by the Department, PCG will circulate draft communications to identified stakeholders for review and comment. Comments will be logged in a control document and incorporated based on feedback from the Department.

***Finalize communications for distribution***

Based on stakeholder feedback and following Department approval, PCG will finalize materials for production. A reason to choose PCG is that we have accrued experience across several states planning for consumer interaction with Exchange eligibility and enrollment modules. Our experience will help New Hampshire be successful in assuring consumers are engaged and comfortable with the Exchange and its products.

**Demonstrated ability to work with both industry and regulatory personnel to achieve appropriate and adequate insurance industry regulation in New Hampshire**

In Arkansas, PCG has facilitated the Plan Management Advisory Committee (PMAC). This is a subcommittee whose recommendations are forwarded to the Steering Committee before final submission for Insurance Commissioner consideration. Executives of the major insurance carriers are members of the PMAC. One of them co-chairs the committee.

Despite the broad representation of industry, regulatory and consumer interests at PMAC, the committee's productivity has been significant. All state-specific plan management policy options were recommended by September 2012, giving the Insurance Department the necessary time to convert these recommendations into actual policies and procedures. PCG's ability to work in this context with both industry and regulatory leadership has been important to meeting Arkansas' exchange goals. We are confident we can achieve the same outcome in New Hampshire.

## **PCG Staff Resources**

The pages that follow contain the resumes of the project team PCG is proposing for New Hampshire Plan Management. We propose a small, rotating team of subject matter experts who have built our Plan Management solution in other states, including for the Arkansas and Delaware partnerships. This team will provide the onsite coverage that New Hampshire has requested in this proposal.

The overall engagement manager for this project is Rich Albertoni, who has supervised PCG's Plan Management work in Arkansas, Delaware, Tennessee, Hawaii and Mississippi. The project team consists of the very same people who have delivered Plan Management solutions that have been held up by CMS as a "best practice."

### **Richard Albertoni Biography**

During his years serving in key leadership positions with Wisconsin Medicaid, Rich Albertoni was part of the state management team that administered and monitored contracts with fourteen commercial health insurance plans. More than 70% of all those enrolled in full-benefit Medicaid programs in Wisconsin are enrolled in a Medicaid managed care organization (MCO).

As lead for the hospital and pharmacy benefit section, Mr. Albertoni worked to assure health plans understood DRG payment rate and preferred drug list prior authorization policies. He directed the effort to carve pharmacy benefits out of the capitation rate to maximize state drug rebate revenue.

As Deputy Director of the Medicaid agency's Bureau of Fiscal Management (BFM) from 2007-09, Mr. Albertoni supervised the development of MCO capitation rates and incentive payments developed to promote plan adherence to performance benchmarks.

In 2009 Mr. Albertoni became the Medicaid agency's Director of Eligibility. In this role he led the Bureau responsible for MCO certification and enrollment functions. This work included determining the adequacy of the plan's provider networks. The Bureau also developed and maintained the HMO online selection tool, HMO enrollment packets, the enrollment broker contract, auto-assignments of members who did not choose an HMO and the delivery of monthly enrollment reports to each plan.

Mr. Albertoni's experience with the health insurance industry grew out of the broad role commercial plans play in Wisconsin Medicaid's service delivery. He participated in weekly internal HMO management meetings and monthly external meetings with the plans' corporate contract administrators. These meetings were forums in which the Medicaid agency and the plans discussed and negotiated expectations and goals related to quality measures, payment rates, enrollment and reporting procedures, benefits policy and contract execution. Mr. Albertoni's work with commercial plan contract administrators crossed several years and cultivated his fluency with industry practices and business models.

Additionally, Mr. Albertoni served on Wisconsin's Health Care Reform Steering Committee in 2010 and 2011. This committee was comprised of executive staff of both the Department of Health Services (DHS) and the Office of the Commissioner of Insurance (OCI). Mr. Albertoni served on committees with OCI staff to develop screening and eligibility methods and an approach to administering Wisconsin's Small Business Health Options Program (SHOP). Conversations in these meetings continuously considered the needs and interests of stakeholders, including insurance carriers.

Currently, Mr. Albertoni is PCG's lead on Health Insurance Exchange Plan Management implementation issues. He is actively working with health plans and insurance regulators in Arkansas, Delaware, Tennessee and Hawaii on plan management implementation issues, including detailed policies and procedures for QHP certification.

In total, Mr. Albertoni has accrued nine years of insurance industry experience. He will supervise the work of each functional area required in New Hampshire, thereby providing the requisite industry leadership experience called for in the RFP.

**RICHARD S. ALBERTONI**  
**Public Consulting Group, Inc.**  
**Associate Manager**

**RELEVANT PROJECT EXPERIENCE**

**Arkansas Insurance Department**  
**April 2012 - Present**

Qualified Health Plan Specialist: Manage project to assist the Insurance Department with the design, development and implementation of a process to certify the qualified health plans that will be participating in Arkansas' federal partnership exchange. Deliverables include providing issue briefs to frame key policy considerations, leading discussions at Plan Management Advisory Committee and Federal Partnership Steering Committee meetings, and mapping plan management business process flows. Support Arkansas at federal gate and design review meetings, as well as with completion of the plan management section of Exchange Blueprint. Supervise and direct PCG efforts to work with AID staff to document a recommended approach to gathering benefit package, cost sharing and rating table information from the issuers seeking to participate in the exchange market. Facilitate planning to recommend approaches for review of QHP applications and supporting data. Assist in establishing timelines and processes for renewing QHP certification or imposing a decertification notice.

**State of Delaware**  
**Department of Health and Human Services**  
**April 2012 – present**

Health Benefit Exchange Planning: Serve as the lead project manager in PCGs efforts to assist the State of Delaware with all planning activities for the establishment of a federal partnership health benefits exchange, in compliance with the Patient Protection and Affordable Care Act. Activities include directing and supervising the work of PCG consultants who are leading efforts to organize plan management and consumer assistance functions, managing the development of the Level 1 establishment grant and the Implementation Advanced Planning Document

(IAPD). Provide policy and operational consulting to both the Health and Insurance Departments that involves analyzing current benefit offerings and state mandates in comparison to the expected essential health benefits package, identifying options for marketplace structures, establishing criteria for plan and navigator certification and identifying critical timelines for Exchange policy and operational planning.

**Kentucky Cabinet for Health and Family Services**  
**July 2012 – Present**

Managed Care Compliance Consulting: Provide overall leadership and direction for review of current Medicaid managed care compliance practices performed by the Cabinet and comparison of those to national best practices. Review Medicaid agency staffing and organizational structure to assure consistency with managed care compliance goals and duties. Provide implementation consulting to the Cabinet to support action items identified during the compliance review.

**University Medical Center of Southern Nevada**  
**July 2012 – Present**

Hospital Waiver and Policy Consulting: Provide consulting services to this safety net provider related to 1115 waivers and Affordable Care Act (ACA) policy guidance. Like many public hospitals, University Medical Center faces declining disproportionate share hospital funding as more individuals become insured under the ACA. However, funding is expected to decline more than rates of uninsured patients. PCG is working with UMCSN to assess policy and funding opportunities that might be realized under an 1115 waiver of other policy changes. The goal is to sustain the hospital during a time of significant program transition.

## **STATE-BASED PROJECT EXPERIENCE**

**State of Wisconsin**  
**Division of Health Care Access and Accountability**  
*September 2003 – December 2011*

### **Health Exchange Screening and Eligibility**

Directed the Health Insurance Exchange workgroup responsible for business requirement development related to integrated Medicaid and Wisconsin Health Benefits Exchange eligibility. The workgroup consisted of State subject matter experts and vendor systems staff. Business requirements addressed process flow for public-facing online application as well as back-end processes for connecting to external databases and the federal hub to determine eligibility and calculate tax credit amounts.

### **Medicaid HMO Plan Management**

Served as a key member of the state management team that administered and monitored contracts with fourteen managed care plans. This involved identification and implementation of quality benchmarks, review of provider network requirements, development of capitation rates, oversight of provider and member appeals, and supervision of the HMO enrollment process. During this time, Wisconsin rapidly expanded participation rates in Medicaid managed care and modernized plan selection for greater consistency with commercial insurance enrollment processes.

### **Southeast Wisconsin HMO Enrollment**

Directed the eligibility functions related to Wisconsin's first competitive procurement for managed care services, which focused on the Southeastern part of the state, inclusive of Milwaukee. The procurement process required 250,000 members to re-choose a health plan in coordinated phases over a 90-day period. While a goal of the project was to maximize member choice, this initiative also required establishing an auto-enrollment process that

assigned market-share targets to HMOs based on their proposal cost scores. The initiative was successful in saving an estimated \$50 million in the biennium without continuity of care disruptions for members.

### **Income Maintenance Regionalization**

Helped lead the state's effort to regionalize the county-based organizations that process and determine eligibility for Medicaid, the Supplemental Nutrition Assistance Program (SNAP), TANF and child care subsidies. The 72 county organizations successfully joined ten regional consortia which were certified in October 2011

### **CHIPRA Bonus Award**

As the state's CHIP Director, successfully led an effort to bring the state into compliance with the program requirements of the bonus award authorized in the Children's Health Insurance Plan Reauthorization Act (CHIPRA). This resulted in a \$21 million award that was issued to the state in December 2010.

### **Hospital Assessment**

Served as the state project manager for development and implementation of a hospital assessment that successfully yielded more than \$100 million revenue for the state while increasing reimbursement revenue to high volume Medicaid hospital providers. Revenue generated through the hospital assessment became the cornerstone for funding the state's Medicaid expansion waiver to childless adults. Duties included development of fee-for-service and managed care supplemental payments to hospitals using assessment revenue, facilitating CMS approval of state plan amendments and reimbursement methods and working with hospitals to maintain support of the initiative.

### **Medicaid Childless Adults Waiver**

Assisted with the development of the state's 1115 waiver to expand Medicaid eligibility to low-income childless adults. Directed the strategy to maximize and use disproportionate share hospital (DSH) funding as the basis of

the state's budget neutrality demonstration. Helped develop the waiver terms and conditions. CMS approved the waiver in December 2008. By October 2009, the state had enrolled 65,000 uninsured individuals into the waiver.

#### **Hospital Pay for Performance**

Led the effort to implement the state's first performance-based payments to hospitals. Facilitated the approval of state plan amendments necessary to implement the payments, which allocated \$5 million in segregated revenue generated through the hospital assessment.

#### **Adult Basic Health Plan**

Directed the development of a state-administered member-funded, non-Medicaid health benefit plan for childless adults who remained on the waiver waitlist after enrollment in the childless adults waiver was capped due to federal budget neutrality limitations. Worked with staff to develop the limited benefit plan offered under Basic. Coordinated CMS approval to allow Basic members with acute medical needs to bypass the waiver waitlist and enroll in the waiver. BadgerCare Basic had enrolled 6,500 members by December 2010. The experience of directing Basic provided many insights related to management of adverse selection of a low-cost coverage product. In March 2011, the state moved to no longer allow Basic members with acute medical needs to transition to the waiver. This required several premium adjustments for Basic members in 2011 to maintain program solvency.

#### **Public Provider Claiming**

Directed efforts to improve the process under which the state completed cost settlements for state hospitals. Independently determined that the state had overlooked making settlement claims for its university hospital for past years. This finding resulted in a successful \$30 million federal funding settlement claim.

#### **Pharmacy Benefit Carve-Out**

Directed the design and development of a state budget initiative to carve the pharmacy benefit out of managed care in order to maximize manufacturer rebate revenue. This effort required close coordination with the managed care organizations during the benefit transition. The initiative was successfully implemented in February 2008 and saved \$25 million through June 2009 while maintaining continuity of care for members. The change was embraced by the state's pharmacy mental health advisors, which included consumers, because it provided transparency and uniformity to the state formulary.

#### **Pharmacy Preferred Drug List**

Coordinated an initiative that enrolled Wisconsin into a pool of states that collaborated to negotiate supplemental rebates from drug manufacturers. Directed staff efforts to complete the twice-annual class reviews by the state's prior authorization advisory committee, which made recommendations for inclusion of products on the state's preferred drug list. The initiative became the primary method of state cost containment related to pharmacy benefits.

#### **Pharmacy Feedback Project**

Led a state effort to send utilization review letters to prescribers who were deviating from recommended standards of care related to pediatric mental health medications.

#### **SeniorCare Waiver Renewal**

Helped lead the effort to gain approval for renewal of the SeniorCare pharmacy-only benefit waiver in 2007. SeniorCare leverages Medicaid pricing discounts, manufacturer rebates, member cost-sharing and state and federal revenue to provide pharmacy benefits to seniors as an alternative to Medicare Part D. The program was initiated before the passage of Part D, but continues to provide benefits today.

## **PUBLIC SECTOR EXPERIENCE**

### **State of Wisconsin Division of Health Care Access and Accountability**

#### ***Director, Bureau of Enrollment Policy and Systems (January 2010 – December 2011)***

Supervised a staff of 55 employees who maintained responsibility for advising Department management on eligibility policy issues, maintaining the eligibility information technology (IT) system, developing and publishing eligibility handbooks, policy memos to counties and member correspondence. The bureau was also responsible for quality control reviews to assure cases were being accurately determined for eligibility for both Medicaid and SNAP benefits. The eligibility bureau director incorporates a number of other position titles and functions, including the state SNAP Director, CHIP Director and contract administrator to the vendor who maintained our eligibility system. Chaired the monthly Income Maintenance Advisory Committee (IMAC) meetings. IMAC was comprised of county representatives who administered local eligibility agencies.

#### ***Deputy Director, Bureau of Fiscal Management (November 2007 – January 2010)***

Provided management direction to twenty employees responsible for hospital and managed care rate setting as well as general budget monitoring and compliance. Fiscal management staff provided leadership on many key Medicaid initiatives because issues of funding were critical to all major initiatives and program activities.

#### ***Pharmacy and Hospital Section Chief (September 2006 – November 2007)***

Directed a staff of ten analysts responsible for hospital rate setting and all benefit policy analysis related to pharmacy and hospital.

#### ***Pharmacy Budget and Policy Analyst (September 2003 – September 2006)***

Responsible for developing and maintaining quarterly pharmacy utilization reports and

provided guidance to claims systems staff on pharmacy reimbursement changes. Provided lead on several pharmacy projects, including the Preferred Drug List and utilization reviews.

#### ***Madison Metropolitan School District Budget Analyst (January 2002 – September 2003)***

Provided leadership in compiling key components of the annual district budget presented for approval to the Board of Education. Developed staffing models and personnel tracking tools to the Vice President for Business Services.

#### ***Wisconsin Historical Society Finance Director, Historic Sites Division (March 2000 – January 2002)***

Provided annual budget development and monitoring for each of the Society's eight historic sites. Worked with site directors to develop a revenue and seasonal staffing plan. Developed models to cross-reference revenue and staffing for profitability analysis. Reported site revenues to Society management and at Society board meetings.

#### ***Wisconsin Division of Public Health Director, AIDS Drug Assistance Program (October 1994 – March 2000)***

Provided administrative coordination of this federally funded program that provided pharmacy assistance specific to antiretroviral and related AIDS medications to individuals living with HIV infection. Generated Ryan White grant funding reports that were submitted to the Health Resource Services Administration (HRSA). Provided state leadership regarding policy analysis and biennial budget initiatives having an impact on the ADAP program. Worked with non-profit AIDS Service Organizations to assist them in enrolling eligible individuals into the program.

#### ***Wisconsin Department of Health Services Budget and Policy Analyst, Office of Policy and Budget (August 1992 – October 1994)***

Worked as part of the Department's budget team and advised the Secretary on budget and policy issues related to economic support programs

such as Aid to Families with Dependent Children (AFDC) and Supplemental Security Income (SSI). Developed budget neutrality analysis for welfare reform waivers.

**New York Division of Budget**

*Budget Examiner (August 1990 – August 1992)*

Selected to participate in two-year state budget fellowship program in New York state government. Served as budget staff in the Public Protection unit of the Division of Budget. Maintained responsibility for analyzing and recommending the annual budget of the State Judiciary. Developed court workload measures to support efficiency initiatives the Governor promoted for the state court system.

**EDUCATION**

**Santa Clara University**

Bachelor of Arts in English, 1986

**University of Washington at Seattle**

Master of Public Administration, 1990

**SEAN E. HUSE**  
**Public Consulting Group**  
**Manager**

**RELEVANT PROJECT EXPERIENCE**

**State of Delaware**  
**Department of Health and Human Services**  
**March 2011 – present**

Health Benefit Exchange Planning: Assisting the State of Delaware in all planning activities for the establishment of a health insurance exchange, in compliance with the Patient Protection and Affordable Care Act. Activities include developing a financial model and budget for the Exchange implementation and operation to ensure feasibility, identifying funding opportunities to support Exchange sustainability, and drafting applications for additional Exchange funding opportunities.

**State of Wyoming**  
**Wyoming Insurance Department**  
**July 2011 – present**

Health Benefit Exchange Planning: Assisting the State of Wyoming in all planning activities for the establishment of a health insurance exchange, in compliance with the Patient Protection and Affordable Care Act. Activities include developing a financial model for Exchange sustainability, developing a budget for additional Exchange funding opportunities, and providing general policy guidance for Exchange planning activities.

**State of Colorado**  
**Department of Health Care Policy and Financing**

*06/2009 – 05/2010*

Provider Fee Model: Advised DHCPF in the development of payment processes for distributing funds equitably to the provider community and in drafting of State Plan Amendments to support the development of Medicaid expansion programs in preparation for ACA implementation. Provided guidance in responding to requests for additional information (RAIs) from the CMS, in addition to questions raised by the advisory committee.

**State of Colorado**  
**Department of Health Care Policy and Financing**

*11/2010 - Present*

Nursing Facility Pay for Performance (P4P) Review:

PCG was tasked with reviewing, evaluating, and validating whether nursing facilities that applied for additional reimbursement related to the Pay-For-Performance program have implemented, and are in compliance with, performance measures, as defined by the Department, that provide high quality of life and high quality of care to their residents. PCG successfully provided final evaluation results of the Pay-For-Performance applications to the Department and a report detailing the recommendations to the

**District of Columbia**  
**Department of Mental Health**  
**St. Elizabeth's Hospital**

*10/2007 - Present*

Medicare Compliance Billing Analysis:

Completed a billing compliance report in response to a Corporate Integrity Agreement (CIA) mandated by the Department of Justice (DOJ). PCG reviewed a sample of 100 Medicare inpatient claims for compliance with billing standards published in Hospital Reimbursement Manual (PRM 10).

**State of Maine**  
**Office of MaineCare Services (OMS)**  
**EMS Supplemental Payment Program**

*July 2008-June 2009*

PCG has worked with the Office of MaineCare Services (OMS) and the Maine Ambulance Association (MAA) to suggest new payment methodology options and to provide continued support of and enhancements to the MaineCare EMS supplemental payment program.

**State of Alaska**  
**Department of Health & Social Services**  
**Alaska Psychiatric Institute**  
**Federal and State Compliance Reporting Project**

*July 1999 -Present*

Prepared, submitted and supported all required federal and state compliance reports including

Medicare CMS-2552 and Medicaid YEC cost reports.

**State of Alaska**  
**Division of Senior and Disability Services**  
*1998 -2005*

Alaska Long Term Care and Cost Study: PCG was contracted by the State of Alaska, Department of Health and Social Services, Division of Senior and Disability Services, in September 2005 to evaluate the current long-term care delivery system and recommend options for systems change and improvement over the next 3, 10, and 20 years

**Commonwealth of Massachusetts**  
**Division of Medical Assistance**  
Medicaid Upper Payment Limit:

*July 2005-June 2006*

Calculated Medicaid upper payment limits (UPL) for inpatient and outpatient hospital services in Commonwealth of Massachusetts private, public state-owned and public non-state owned hospitals. Calculated a hospital-specific inpatient charge limit that complies with the requirements set forth at 42 CFR 447.271 and all other applicable regulatory or sub regulatory materials

**Commonwealth of Massachusetts**  
**Department of Public Health**  
**Lemuel Shattuck Hospital**

*08/2004 - Present*

Discrete Cost Analysis: Performed a complete hospital review of expenditures, charges, utilization, and revenue to determine the financial strength of each individual unit of the facility.

Compliance Reporting Review: Reviewed current cost reporting and data collection efforts to enhance future submissions of compliance reports.

Comparative Rate Structure Review: Developed a trend analysis of provider gross patient service revenues used to develop a revenue maximization strategy for the Hospital. Analysis included review of all areas of the

hospital including inpatient, ancillary, and outpatient service areas.

**Commonwealth of Massachusetts**  
**Department of Public Health**  
**Tewksbury Hospital**

Project Dates: 08/2004 - Present

Laboratory Billing Review

Reviewed and presented findings on regulatory changes governing the billing and claiming for laboratory services by Hospitals to the Medicare program.

Federal and State Cost Reporting Compliance

Project: Prepared, submitted and supported all required federal and state compliance reports including Medicare CMS-2552 and Medicaid DHCFF-403 cost reports.

**Commonwealth of Massachusetts**  
**Executive Office of Health and Human Services**

State Facility Consolidation Analysis:

*July 2005-June 2006*

Analyzed, forecasted, and drafted models which illustrate the net state benefit of consolidation of state-owned public facilities. Reviewed regulatory restrictions related to IMD exclusions, state specific DSH caps, and Medicaid Upper Payment Limits to propose a number of scenarios which would benefit the Commonwealth.

**State of Missouri**

**Department of Mental Health**

Physician Billing Conversion Analysis

*July 2007-June 2008*

Provided consulting services related to the implementation of a cost based physician reimbursement system in 4 state owned and operated teaching hospitals. This methodology will switch these providers from the fee for service system to a cost based reimbursement system under the Medicare program.

**Commonwealth of Massachusetts**  
**Program for Assertive Community Treatment Department of Mental Health**

Financial Audits and Billing Database Development

*July 2003-June 2008*

PCG conducted audits of 13 Program for Assertive Community Treatment (PACT) providers to reconcile shortfalls in program billing. PCG also developed a database which would capture program revenue, expense, and utilization data.

**Hebrew Rehabilitation Center for Aged**  
Federal and State Cost Reporting Compliance Project:

*July 1999-June 2006*

Prepared, submitted and supported all required federal and state compliance reports including Medicare CMS-2552 and Medicaid DHCFF-403 cost reports.

**Northern Healthcare Associates**  
Federal and State Cost Reporting Compliance Project:

*July 1999-June 2006*

Prepared, submitted and supported all required federal and state compliance reports including Medicare CMS-2552 and Medicaid cost reports for Ft. Lauderdale Hospital (FL), Millwood Hospital (TX), and Summit Hospital (NJ).

**Commonwealth of Massachusetts**  
**Department of Public Health**  
**Bureau of Substance Abuse Services**  
Community Rehabilitation Rate Development:

*July 1999-June 2002*

Assisted in the development of a methodology for reviewing and adjusting the outpatient payment rates for DPH BSAS. Rates were adjusted to reflect the current cost of providing services to the free care population.

**State of Florida**  
**Department of Children and Families**  
1997 - 2003

Federal and State Cost Reporting Compliance Project: Prepared, submitted and supported all required federal and state compliance reports including Medicare CMS-2552 and Medicaid prior year actual AHCA reports for all five DCF facilities.

**Commonwealth of Massachusetts**  
**Soldiers' Homes**

08/2004 - Present  
Federal and State Cost Reporting Project: Prepared and submitted all required federal and state cost reports including Medicare (CMS-2552) and Medicaid (DHCFF-403) cost reports. Prepared management letters recommending improvements to cost reporting procedures to either enhance compliance with federal and state requirements or to enhance reimbursement for services rendered.

**State of Louisiana**  
**Department of Health and Hospitals**  
07/2001 - Present  
Cost Reporting and Revenue Maximization Project: Preparing and submitting CMS-2552 and CMS-2540 cost reports for six State facilities.

**EDUCATION**

**Clark University**  
Master's Degree in Business Administration,  
Concentration in Health Care Finance

**Wesleyan University**  
Bachelor of Arts Degree in Economics and  
Neuroscience & Behavior

**PROFESSIONAL AFFILIATIONS**

Healthcare Financial Management Association  
(HFMA), Massachusetts Chapter

**JAMES WALDINGER**  
**Public Consulting Group, Inc.**  
**Associate Manager**

**CONSULTING PROJECT EXPERIENCE**

**Health Care Reform**

**State of Hawai'i – Hawai-i Health Connector  
*Financial Management and Consumer  
Assistance Lead***

Provides subject matter expertise to financial management and consumer assistance teams. Assisting with Exchange requirements and design for financial management functions. Assisting with development of Navigator and In-Person Assister programs.

**State of North Carolina – Department of  
Insurance (NCDOI)**

***Exchange Planning Consultant***

Serving as Project Manager for NCDOI's exchange planning efforts. Tasks include the development of work plan and budget documents for submission of Level I and Level II grant applications, assistance in preparation of CCIIO Reviews, and the development of an Exchange Evaluation Plan. Also, provides day-to-day consultation to NCDOI staff.

**State of Arkansas – Arkansas Insurance  
Department (AID)**

***Navigator Program Development***

Serving as the Project Manager assisting AID with the development of a comprehensive Navigator Program. Work with both AID staff and a Consumer Assistance Advisory Committee to discuss policy options and alternatives. Present options and alternatives to Advisory Committee and the Arkansas FFE Partnership Steering Committee. Working with AID staff to turn policy recommendations into AID policy and procedures. Assisting in the recruitment of Navigator entities and individuals.

**State of North Carolina – Department of  
Health and Human Services (DHHS)**

***Affordable Care Act Consulting and Work  
Plan Development***

Led PCG's efforts to help organize and provide technical expertise to DHHS in planning, implementing, and managing all relevant facets of health care reform. Project accomplishments included: 1) creation of centralized work plans for all Affordable Care Act (ACA) initiatives; 2) developed DHHS communication and oversight plan; 3) develop IT gap analysis; 4) assisted in drafting NC Division of Insurance's Health Benefit Exchange Level I Cooperative Agreement Application.

**State of Tennessee**

***Strategic Planning Session***

Assisted in day-long policy strategic planning session with Tennessee exchange officials.

***Design Review Preparation***

Assisting state with the development of the materials for upcoming Design Review with CCIIO. Responsibilities include creating and managing schedule and creation of documents, policies, and other materials, as needed.

**State of Colorado – Division of HealthCare  
Policy and Financing (DHCPF)**

***Benefits Design Assistance***

Leading team assisting state in designing and implementing Medicaid programs for expansion populations, including buy-in programs for the disabled, adults without dependent children, and dually eligible. Performed research on state options, drafted recommendation memos to Medicaid leadership, led consumer and provider stakeholder meetings, drafted state plan amendment language, calculated cost models, and provided general consulting services.

**Commonwealth of Massachusetts**

**Commonwealth Care Customer Service  
Center**

**Financial and Reporting Manager**

The Customer Service Center serves as the premium billing and call center entity for the Massachusetts CommCare products. As Reporting Manager, documented all contractual reports, improving accuracy and client satisfaction. Reporting has changed from a contractual obligation to a management tool. Financial Manager reviews and reports on daily,

weekly, and monthly financial metrics related to bank account balances, member invoices, and related day-to-day fiscal issues. Documented financial internal controls for all premium billing processes.

**Behavioral Health**

**County of Alameda, California**

***Behavioral Health Care Services (BHCS)***

Performing an organizational assessment on BHCS, specifically focusing on the finance unit. The goal is to position BHCS to play a significant role in the county's health care delivery system.

**Massachusetts Behavioral Health Partnership  
*Emergency Services System Development***

Hired by the Massachusetts Behavioral Health Partnership to assist in the redesign Massachusetts's Emergency Services Program (ESP). Worked closely with MBHP and State staff to design programmatic elements and determine cost impact of various options. Developed sophisticated cost modeling tool that was used by the state to determine efficacy of various system scenarios.

**Massachusetts Behavioral Health Partnership  
*Uninsured and Hospital Cost Analysis***

Produced an analysis of uninsured utilization and costs across private psych hospitals and psychiatric units within general hospitals.

**State of Ohio – Department of Mental Health (ODMH) and Department of Alcohol and Drug Abuse Services (ODADAS)**

***BH System Administrative Cost Study***

The State ODMH and ODADAS agencies sought a comprehensive review of the current business operations and system structure of Ohio's public behavioral health system. Produced a report with 15+ major recommendations to improve the efficiency and effectiveness of the administrative processes within the state organizations.

**State of Colorado – Division of Behavioral Health**

***Cost Report Training***

Assisted in the review of the Accounting and Auditing Guidelines for Community Mental Health Centers of Colorado. Worked with DBH and HCPF to develop and deliver on-site provider trainings for the new supplementary cost report.

**City of San Francisco, California –  
 Department of Public Health**

***Finance Lead – Primary Care-Behavioral Health Integration Initiative***

PCG was hired to assess and implement a PC-BH Integration project within the city-owned primary care centers. As the Finance Lead worked with City Staff to identify existing financial, utilization, and quality metrics that could be used to develop a pre- and post-implementation cost and revenue analysis.

**State of Maine**

**Office of Adult Mental Health Services (OAMHS)**

***Organizational Assessment Project Manager***

Led a team of subject matter experts in the review of OAMHS for the state of Maine. The team performed extensive on-site, organizational, data, and regulatory reviews, which resulted in more than 25 detailed operational improvement recommendations to the OAMHS Director and Commissioner of DHHS.

**Behavioral Health Providers**

**Wayside Youth and Family Support Network, Framingham, Massachusetts**

***Strategic Planning***

Led the Leadership Team and Board of Directors through a 6-month strategic planning initiative. Conducted a SWOT analysis utilizing input from internal and external stakeholders, performed a health care landscape and trends assessments, performed financial comparison with peer organizations, and assisted Leadership Team in the development of goals.

**Stanley Street Treatment and Resource Center**

**Fall River, Massachusetts**

***Global Payment Readiness***

Assisting SSTAR prepare to contract with the state on a “global payment” basis. Working with program and IT staff, identifying available data, analyzing data for payment negotiation, and developing management reports to track outcomes.

**Northeast Behavioral Health  
Peabody, Massachusetts**

***Billing Process Review***

Assessed HES’s Medicaid contracting processes to proactively identify any issues that could have financial impact (an example is approved site location requirements); Assessed HES’s billing practices to proactively identify problems that could result in payment issues, as well as the interface with and the practices of their 3rd party vendor.

***Billing Process Standardization and Training***

Based on findings from the Billing Process Review, was contracted to develop and document a standardized in-take process across multiple sites, and provide training, as needed. In process

***Management Reporting Consulting***

Also based on findings and work during the Billing Process Review, was contracted to work with their data vendor to create reports for Leadership and Site Managers. In process.

**Other Payers and Providers**

**State of New Hampshire**

**Crotched Mountain Rehabilitative Center**

**Financial Turn-around**

Hired by Crotched Mountain Rehabilitative Center to serve as interim CFO to assist in financial turn-around. Tasked with stabilizing financial unit and improving finance processes and procedures, as well as the organization’s financial management tools.

**Care Management and Health Homes**

**State of Nevada – Division of Health Care Financing and Policy (DHCFP)**

***Care Management and Patient-Centered Medical Home Report***

Performed analysis and produced with a preliminary identification of the number of individuals whose utilization patterns may

improve with the introduction of care management interventions. We developed a high-level initial estimate of potential net savings that could occur with implementation of a care management strategy. The goal of this PCG report was to assist DHCFP in analyzing its options to improve care for its FFS clients, as well as achieve cost savings through various care management interventions, including the patient-centered medical home. Additionally, in its report, PCG identified budget estimates in order to complete a high-level analysis of FFS claims and eligibility dates. This project has led to a contract to assist Nevada with the design and implementation of Health Homes.

**State of Wisconsin – Department of Health and Human Services (DHS)**

***Medicaid FFS Care Management Assessment***

Led a team of subject matter experts that quickly scanned Wisconsin Medicaid’s FFS population and identified five major recommendations to reduce ER visits and achieve >\$6 million in short-term savings.

**Managed Care**

**Commonwealth of Virginia – Virginia Premier Health Plan (VPHP)**

***Hospital Re-Contracting***

Working with VP of Network Development to formulate hospital negotiation strategies. Involves the pulling of hospital cost, efficiency, and outcomes data from a number of sources, including the CMS-2552 hospital cost report. Once the data is collected and metrics calculated, the negotiation strategy and appropriate back-up materials are created. Output used during contract negotiations with network hospitals to achieve more favorable, fair rates.

**Various Clients**

***Hospital Administrative Reporting***

Produce hospital reports that measure major hospital cost metrics against local and national peer facilities. Data is used by clients to develop rate negotiation strategies with contracted hospitals.

**Auditing****Commonwealth of Massachusetts – Division of Health Care Finance and Policy  
Health Safety Net Audits**

Conducted provider compliance field reviews of Health Safety Net (HSN) claims (formerly uncompensated care pool). The objective of this review was to ensure hospital compliance with the HSN regulations. Conducted reviews of 20 hospitals and 5 community health centers, identifying findings that resulted in recommended recoveries. Prepared a final report detailing HSN billing error trends and made recommendations for tightening regulations.

**Commonwealth of Virginia  
Division of Medical Assistance Services (DMAS)  
Community Behavioral Health Provider Auditing**

As a subcontractor, PCG is supplying audit process and clinical auditing expertise. Assisted with organizational set-up of audit protocols and development of audit tools. Manage the clinical auditors, whose reviews have produced 15%-20% in recovery opportunities.

**WORK HISTORY****Public Consulting Group, 2008-present**

*Associate Manager, 2011-present*  
*Senior Consultant, 2008-2011*

**Massachusetts Behavioral Health Partnership, 2006-2008**

*VP of Finance and Chief Financial Officer, 2006-2008*

**Commonwealth of Massachusetts, 2001-2006**

*MassHealth (Medicaid) Budget Director and Chief Financial Officer, 2002-2006*  
*Fiscal Affairs Division's Fiscal Policy Analyst, 2001-2002*

**Maptech, Inc., 1996-2001**

*Managing Editor, 1999-2001*  
*Editor, 1996-1999*

**Imprint Newspapers, 1994-1996**

*News Reporter and Sports Editor, 1994-1995*

**OTHER PROFESSIONAL EXPERIENCE****Massachusetts Behavioral Health Partnership – 2006-2008*****VP of Finance and Chief Financial Officer***

The Massachusetts Behavioral Health Partnership (MBHP) is the Massachusetts Medicaid program's behavioral health specialty managed care carve-out vendor, managing 305,000 Medicaid members. Accomplishments included:

- Forecasted and managed \$350 million medical claims budget – re-vamped and monitored IBNR model.
- Managed of \$28 million administrative budget - Achieved administrative budget surpluses, and exceeded EBITDA targets.
- Implemented of Pay-for-Performance Strategy among Inpatient Hospital providers

**Massachusetts Medicaid (MassHealth) – 2002-2006*****Budget Director and Chief Financial Officer***

MassHealth is the Massachusetts state agency within the Executive Office of Health & Human Services responsible for administering \$7 billion+ Medicaid program. Key accomplishments included:

- Design of Massachusetts Health Care Reform – Served as Medicaid's finance lead during the development of Massachusetts' health care reform initiative. Modeled out various enrollment and cost scenarios. Developed final sources and uses document used health care reform waiver (1115 waiver) submission.
- Accurately budgeted \$8 billion+ in Medical Spending – Improved forecasting accuracy.
- Drafted and negotiated Medicaid State Plan and Waiver Documents

**CONFERENCE PRESENTATIONS AND TRAININGS**

- Human Services Financial Officers association (HSFo), *Status of National Health Care Reform*, 2009, New Orleans, LA

- Human Services Financial Officers association (HSFo), *Medicaid 101*, 3-day introductory course, Reno, NV
- Human Services Financial Officers association (HSFo), *Behavioral Health Funding Challenges*, Louisville, KY
- Polish hospital director's conference, *Current Structural and Managerial Challenges in Health Care* ([www.konferencja.ameryka.com.pl](http://www.konferencja.ameryka.com.pl)), 2011, Ryn, Poland.
- Human Services Financial Officers association (HSFo), *Funding Challenges for State Behavioral Health System*, 2011, Charleston, WV
- Human Services Financial Officers association (HSFo), *Accountable Care Organization Primer*, 2011, Charleston, WV

#### **PUBLICATIONS**

- Waldinger, James. *Models to Manage Quality and Costs of Individuals with Multiple Chronic Conditions: U.S. Experience.*  
[www.konferencja.ameryka.com.pl](http://www.konferencja.ameryka.com.pl), 2011  
(published in Polish).

#### **EDUCATION**

##### **Northeastern University**

Boston, Massachusetts

Master of Public Administration, 2002

- *Pi Sigma Alpha, National Political Science Honor Society, 2002*
- *Massachusetts Public Administration Graduate Student of the Year, 2002, American Society of Public Administration – Massachusetts Chapter*

##### **University of Connecticut**

Storrs Connecticut

Bachelor of Arts, Communications, 1994

#### **PROFESSIONAL ASSOCIATIONS**

- Healthcare Financial Management Association, Member since 2008

**FORTUNATO (TONY) A. CURATOLA**  
**Public Consulting Group, Inc.**  
**Senior Consultant**

**PROFESSIONAL BACKGROUND**

**Public Consulting Group, Inc.**  
**Arkansas Insurance Department**  
**2012 - Present**

Assist the Insurance Department with the design, development and implementation of processes and procedures in support of Arkansas' federal partnership exchange. Coordinated the development of the Plan Management Business Operations and Process Manual. This document describes the business operations model, organizational structure, roles, responsibilities and processes for managing those activities. It also serves to provide a common understanding among the PM team members of the work, schedules and integration needed to ensure quality management execution and accountability for Qualified Health Plans that are offered through the Arkansas Health Connector. Created templates for the Memorandums of Understanding (MOU) that define the division of responsibilities between the state and the FFE for the State Partnership Exchange, including the timely submission of plan data in the CMS-specified format to the FFE, as well as a number of inter-agency agreements with other state departments that will perform specific functions on behalf of the Exchange.

**Public Consulting Group, Inc.**  
**Hawaii Health Connector**  
**2012 - Present**

Assist the Hawaii Health Connector in the design, development and implementation of systems and processes in support of the Plan Management functions for Hawaii's state based health exchange. Worked with Connector staff to validate plan management requirements for the issuer portal system build. Participated in initial design review meetings for the issuer portal. Working to define and document processes and procedures needed in support of the plan management functions for the Hawaii Connector.

**Public Consulting Group, Inc.**  
**State of Delaware**  
**Department of Health and Human Services**  
**2012 - Present**

Created an Implementation Advanced Planning Document Update (IAPD-U) for the Delaware Eligibility Modernization Project. The IAPD-U documents the MMIS changes needed to support the ACA with respects to the eligibility modernization project.

**QBE Insurance**  
**Sun Prairie, WI**  
**2006 - 2012**

Agency Automation Manager (2009 – 2012)  
Responsible for agency automation for the QBE independent agency distribution channel. Worked with functional department heads to develop the vision and strategy for our department. Led the EZ-Lynx expansion project which expanded our real time rating capabilities in 11 states with projected revenue increases of 11 million over 5 years. Led the effort to update our Personal Lines agency downloads and agent portal which allowed us to reduce our paper and mailing expenses by \$125,000 a year while improving the timely delivery of policy information to our agents. Implemented a new automated workflow for updating agency data and commissions thus reducing manual errors and eliminating a full-time equivalent (FTE). Served as a coach for the 100 day Journey, a transformation program used to drive positive cultural change in the QBE organization. Negotiated contract savings of \$45,000 annually by combining services and merging duplicative regional contracts under a national brand. Reduced vendor spend on three separate projects by consolidating the scope of work under one contract. Sponsor for the re-write of our agency administration system front end to an updated technology, improving the accessibility and reducing the risk of an unsupported technology.

Business Development Manager (2006- 2009)  
Developed business automation and process improvement proposals, including concept, feasibility, and cost benefit analysis for both portfolio and executive board approval.

Led the Personal Lines on-line amendments project allowing agents to submit their own amendments thus saving time and expenses.

Led the effort to develop a new Business Owners commercial product and system. The new product expanded the covered eligible classes and employed a new rating methodology that differentiated QBE from the rest of the market. As a result we reduced processing time and increased premium while adding value to our agents and insureds.

## **EDS**

### **Wisconsin Medicaid Account**

**Madison, WI**

**1987 - 2006**

#### Conversion Project Manager (2004 – 2006)

Managed a 23,700 hour project to convert all legacy data from four healthcare systems to a common platform. Worked with four separate customers to resolve conflicts and issues in the definition of scope and requirements. Led a team of 12 from design thru implementation, successfully delivering all contract deliverables on time and within budget.

#### Recipient Data Maintenance Project Manager (2005 – 2006)

Led a team of 15 on a 15,350 hour project to implement Wisconsin specific Recipient Data changes to the EDS Core InterChange system. Worked with the client to incrementally approve deliverables thus improving the timeliness and quality of the project gate reviews. Successfully delivered all contract deliverables on time and within budget.

#### Managed Care Project Manager (2005 – 2006)

Was asked to step in to lead the managed care effort, a 6,500 hour project to implement Wisconsin specific changes to the new InterChange system, that was behind schedule and over budget. Facilitated a number of stakeholder meetings to resolve scope issues and implement a requirements approval process that allowed the project to move forward. Worked with the client and internal team to create a new, feasible, project schedule that supported the goals of the MMIS implementation.

#### Wisconsin Y2K Project Manager (1997 – 1999)

Accepted temporary assignment as the Project Manager for the Wisconsin Y2K project, a 49 man-year project. Led all phases of the project across 19 functional areas to remediate the Wisconsin Health Care systems. Developed a bridge to facilitate a staggered implementation thus reducing the risk and impact on current operations. Facilitated all communication for stakeholders to ensure a successful implementation with minimal impact to Providers, Clients, Third Party Vendors as well as internal and customer operations. Successfully implemented the project ahead of schedule with zero defects.

#### Wisconsin Systems Supervisor (1995 – 2004)

Supervisor for a team of 21 Programmer / Analysts, responsible for maintaining and enhancing the Medicaid applications, including the implementation of several key state programs such as: Managed Care expansion, Wisconsin Chronic Disease Program(WCDP), Insurance disclosure re-design, Health Insurance Risk Sharing Plan (HIRSP), Plastic ID cards, Senior Care and many eligibility and third party liability enhancements. People care leader responsible for salary administration, performance appraisals, and recognition budget. Developed and implemented a technical training program for Programmer / Analysts. Led the development of a common set of standards and procedures for the System Life Cycle processes.

#### Wisconsin Systems Engineer (1992 – 1995)

Project lead for the Automated Voice Response Implementation. Technical lead for the Primary Provider Program project. Led a team of three systems engineers in design, development, and implementation. Worked with a team of seven systems engineers to design, develop and implement an eligibility interface between the MMIS and the Client Assistance for Re-Employment and Economic Support (CARES) application. Responsible for coding and testing Customer Service Requests, as well as production support for the MMIS.

**EDS****First Fidelity  
Philadelphia, PA**Systems Engineer (1991 – 1992)

Worked on the project to convert over two hundred banking systems to seventy two core systems for First Fidelity. Lead Programmer / Analyst in the design, development, and implementation of IOLTA (Interest on Lawyers Trust Accounts), and INT (Internal Applications). Served as the Project Coordinator for the INT implementation across several banks. Coded a number of re-formatters and report programs to support the Check processing and Control Systems, Demand Deposits and Savings systems for three bank conversions.

**EDS****RTMS  
Plano, TX**Systems Engineer (1990 – 1991)

Worked on a project to create a base membership system for the healthcare industry. Provided support and developed both batch and on-line subscriber portions of the base RTMS (Real Time Membership System) product using PACBASE and SLC in an IMS environment. Implemented the on-line portion of the CMP (Continued Membership Privileges) processing. Completed a number of problem logs dealing with subscriber processing. As area coordinator, ensured the successful implementation of all fixes and enhancements for the subscriber system.

**EDS****Shand Morahan  
Evanston, IL**Systems Engineer (1988 – 1990)

EDS supported all claims processing for Shand Morahan, a property and casualty reinsurance company. Production responsibilities for the support of the EDS systems. Implemented three new on-line screens in a mainframe DOS environment.

**EDS****Progressive Insurance  
Euclid, OH**Business Analyst (1987 – 1988)

Worked on the project to develop a new application processing system for Progressive Insurance. Led a team of three analysts in the preparation of all system documentation for a commercial insurance prototype. Worked with Auto-Cad to create system flows, data flows and data models in support of the prototype. Conducted training classes and system demonstrations for new users and customers.

**EDS****DSO Central Support  
Alexandria, VA**Business Analyst (1987)

Analyst support for two government systems, DEERS and RAPIDS. Developed a class to cross train team members on both systems. Manned a help desk to assist users with hardware, software, communication, and application problems. Coordinated efforts between central support, hardware vendors, line carriers, and customers to resolve problems.

**PROFESSIONAL TRAINING**

*Leadership* – Intro to Leadership, Basic Leadership, Team Building, Technical Consulting Program, Equal Employment in Action, Growth for Leaders, Performance Management for Leaders, Behavioral Interviewing, Conflict Resolution, Information Security and Privacy Awareness, SAP Time Recording, Personnel Management

*Project Management* – PM2 Start-up & Planning, PM2 Execution & Close Down, Agile Project Management, Project Leadership, Management and Communication, Aligning Project Management with Organizational Strategy

*System Life Cycle* – Defining Project Scope, Business Design, Technical Design, Testing, Production Support

*Technical* – Basic, JCL, JCL Procedures, Structured Programming Techniques, WAAPDSUT, CHAMP, VSAM/ACCESS Method Services, PACBASE Fundamentals and

February 8, 2013

New Hampshire Insurance Department  
Plan Management Consultants  
RFP #: 2013-EG-03

Structured Code, DB2 SQL Application  
Programming, ALC, Client / Server  
Introduction, Client Server Business Issues.

**EDUCATION**

**University of Wisconsin - Milwaukee**  
Bachelor of Business Administration – MIS and  
Finance

**CERTIFICATIONS**

PMP Certification, PMI Institute

**ALICIA S. HOLMES**  
**Public Consulting Group, Inc.**  
**Senior Consultant**

**RELEVANT PROJECT EXPERIENCE**

**State of Delaware**  
**Department of Health and Human Services**  
**March 2011 – present**

Health Benefit Exchange Planning: Providing ongoing support for the State of Delaware in all planning activities for the establishment of a federally facilitated health insurance exchange. Activities include leading statewide stakeholder outreach efforts, analyzing current benefit offerings and state mandates in comparison to the expected essential health benefits package, analyzing options for governance and administrative structures and functions, identifying funding opportunities to support Exchange sustainability, and recommending action plans for the State. Outreach efforts included facilitation of multiple focus groups, stakeholder groups, town hall meetings, individual interviews, and a community survey.

**State of Wyoming**  
**Wyoming Insurance Department**  
**July 2011 – present**

Health Benefit Exchange Planning: Providing ongoing support for the State of Wyoming in all planning activities for the establishment of a health insurance exchange. Activities include analyzing options for governance and administrative structures and functions, including an analysis of regional and federal partnership options, developing a financial model for Exchange sustainability, developing a strategic plan for stakeholder engagement, recommending action plans for the State, and leading stakeholder outreach efforts throughout the state, including the facilitation of several town hall meetings.

**State of Tennessee**  
**Department of Finance and Administration**  
**February 2012- Present**  
Communications and Marketing Procurement:

Developing request for proposal and pro forma contract for marketing and communications activities related to the individual insurance exchange.

**State of Colorado**  
**Department of Health Care Policy and Financing**  
**November 2010 - present**

Medicaid Benefit Program Design: Developing a cost model for several early and limited Medicaid expansion programs, including adults without dependent children, dual eligible clients, working disabled, and children's buy-in programs. Modeled various benefit packages using past and current Medicaid and other assistance program claims data. Conducted peer state research on benefit utilization, benchmarking, and budgetary constraints. Currently assisting the State with an analysis of current collaborative care organizations and their capacity to on-board new members through the expansion programs

**State of Alaska**  
**Department of Health and Social Services**  
**December 2011 – present**

Health Benefit Exchange Planning: Assisting the state in identifying key policy decisions, analyzing the current insurance marketplace, and developing a financial sustainability model for an Exchange such that the state can determine how to proceed with a state run, state funded Exchange if it so chooses.

**State of Arkansas**  
**Arkansas Insurance Department**  
**April 2012- Present**

Health Benefit Exchange Development: Providing ongoing support for the State of Arkansas in planning activities for the establishment of a federally facilitated health insurance exchange. Presented to multiagency advisory committees on policy options.

**State of Hawaii**  
**Hawaii Health Connector**  
**October 2012- Present**  
Health Benefit Exchange Blueprint:

Drafting stakeholder and outreach section of State Exchange Blueprint. Activities include advising Connector on necessary federal requirements, working collaboratively with individuals in various departments, and analyzing stakeholder and outreach efforts to date. Provided recommendations for ongoing stakeholder and outreach efforts to successfully reach those uninsured.

**Commonwealth of Pennsylvania  
Insurance Department  
August 2012- Present**

Exchange Marketplace Viability Study:

Investigating and reporting on the business viability of the Department's Marketplace model. Identified and interviewed multiple web vendors on the viability of Exchange Marketplace Solution. Drafted preliminary and final report providing analysis and recommendations for model.

**State of Nevada  
Department of Health Care Financing and Policy**

**June 2011 – present**

Health Benefit Exchange Planning: Providing support for the Silver State Exchange planning activities, including consumer assistance activities and stakeholder outreach.

**Los Angeles County, California  
Department of Public Health  
November 2010 – May 2011**

Benefit Policy and Standard of Care: Redesign:

Revised service definitions and standards of care for county-funded substance abuse treatment services. Facilitated stakeholder focus groups to gain input for service definitions.

**State of Colorado  
Medical Assistance Program  
May 2010 - present**

Medicaid Benefits Collaborative:

Drafted fee-for-service policy statements for behavioral health, clinic, and transportation services based on clinical and peer state reviews, including outpatient substance abuse policies. Created a systematic process for defining and updating Medicaid benefit coverage policies

based on the most recent evidence-based practices. Developed a supplementary exceptions process to increase the efficiency and accountability of the client appeals process. Developed the benefits section of a FFS client handbook for distribution to Colorado Medicaid clients.

**State of Colorado  
Department of Health Care Policy and Financing  
February 2010 - present**

School Health Services Program Review:

Reviewed supporting documentation to verify cost reports, provider credentials, and MMIS claims, ensuring that reimbursement for school districts is based on actual and allowable cost, is established and reconciled by each school district, and is compliant with the most recent CMS policy for this program.

**State of West Virginia  
Department of Health and Human Services  
February 2010 – December 2010**

Hospital UPL Project:

Calculated Medicaid upper payment limits (UPL) for inpatient and outpatient hospital services in State of West Virginia public state-owned hospitals. Analyzed Medicare CMS-2552 cost report data and WV Medicaid claims to determine the appropriate UPL calculation. Provided strategic advice on UPL calculations which will directly impact Medicaid payments to hospitals.

Crotched Mountain Rehabilitation Center - New Hampshire

**February 2010 – June 2010**

Assisted a distinguished specialty hospital in a study to compare its staffing, services, costs, and lengths of stay with national peers and with Medicare prospective reimbursement for intensive rehabilitation services.

**Commonwealth of Massachusetts  
Division of Health Care Finance and Policy  
February 2010 – August 2010**

Health Safety Net – Compliance Review:

Conducted field audits of 25 providers to ensure compliance with Health Safety Net eligibility

and claiming regulations. Areas of review included allowable bad debt, Health Safety Net as secondary payer, reporting of bad debt recoveries, reporting of free care income, and service code eligibility.

### **PROFESSIONAL BACKGROUND**

#### **Fletcher Allen Health Care: Center for Healthcare Management - Burlington, VT Consultant**

**June 2009 – November 2009**

Created model to measure and minimize effects on specialty clinic revenues and patient backlogs resulting from appointment volume changes at the ambulatory level. Utilized model to develop optimum ambulatory EMR implementation schedule, minimizing deferred revenue and patient backlogs while maintaining access to care.

#### **University of Vermont – Burlington, VT Research Technician**

**June 2005 – August 2008**

Assisted in the analysis of DNA repair enzymes and their potential role in the onset of cancer at the cellular level. Managed the progress of multiple ongoing projects within the Department of Microbiology and Molecular Genetics.

### **EDUCATION**

#### **University of Vermont**

Master's Degree in Business Administration  
January 2007 – May 2009

#### **University of Vermont**

Bachelor of Science Degree in Molecular Genetics  
September 2001 – May 2005

**BERNADETTE M. SCHAD, PMP**  
**Public Consulting Group, Inc.**  
**Senior Consultant**

**RELEVANT PROJECT EXPERIENCE**

**State of Delaware**

**Department of Health and Social Services**

**Health Benefit Exchange Planning:**

**Provides on-site project management support across multiple workstreams.** Serves as the Project Manager in PCG's efforts to assist the State of Delaware with planning and implementation of its Health Benefit Exchange under the federal state partnership model. Facilitated business process reviews and requirements sessions to support Eligibility and Plan Management exchange operational and system functions; supported successful Establishment and IAPD grant applications; and developed and implemented project and governance frameworks to manage the initiative across multiple state agencies.

**State of North Carolina**

**Department of Insurance**

**Health Insurance Exchange Planning:** Provides Exchange and project management expertise to assist the state of North Carolina in their planning efforts to implement a state-based health insurance exchange in compliance with ACA regulations and timelines. **Developed project management plans, and conducted operational readiness assessments of the state's current infrastructure to support a state-based exchange.** Developed baseline business and functional requirements to support the state's HIX RFP to procure an end-to-end vendor, and conducted HIX orientation sessions for new staff.

**STATE-BASED PROJECT EXPERIENCE**

**IBM Corporation**

*Managing Consultant, Education Practice Area*  
As a Managing Consultant in the Educational Practice within GBS, provided strategic, tactical and management consulting and subject matter expertise on seven high profile projects in five years to large K12, Higher Education and non-

profit organizations, including current-state assessments and strategic planning, proposal development, data analysis and governance, business process review and system analysis related to student administration.

*Texas Data Collection and Reporting System Investigation*

Lead the IBM team that conducted an in-depth analysis of the current data collection process and provided an executable strategic roadmap for addressing the educational, administrative and research needs of key stakeholders in a large state education system.

**Northwest Evaluation Association (NWEA)**

Served as the state department of education subject matter expert for a strategic growth project for a leading national provider of educational Assessments and research. Executed a review and analysis of several concurrent client initiatives and designed the strategy that resulted in the client's first successful bid effort for a statewide comprehensive Assessment system.

**New York Department of Education (NYDOE) and the New York City Department of Education (NCDOE—ARIS Project)**

Provided education industry expertise and directed a team of data analysts through requirements identification, translation and integration for a new educational warehouse/operational data store and web portal application NYCDOE that allows teachers, principals and educators to access accurate, timely, critical and appropriate student demographic and performance information to support state and federal initiatives and improve educational decision making.

**Virginia Commonwealth University**

Established a new enterprise level Data Governance framework for a large multi-campus public university.

**PUBLIC SECTOR EXPERIENCE**

**California School Information Services Program (CSIS)**

*Director of Local Education Agency Projects*

Directed staff and managed grant administration of 12 consortia-based projects comprising of over 400 school districts in California. Working with stakeholders, the legislature and state agencies, designed the strategy and implementation plan for the deployment of a statewide management system to support the objectives of No Child Left Behind, including tracking student performance, migration and transition to higher education.

**EDUCATION**

**West Virginia University**

Bachelor of Science in Journalism, 1984

**ASHLEY ODOM**  
**Consultant**  
**Public Consulting Group, Inc.**

**PROJECT EXPERIENCE**

**Arkansas Insurance Department (AID)**  
*Health Benefits Exchange Plan Management*  
Responsible for working with the AID to develop efficient QHP certification and other plan management processes as needed for a Federally-Facilitated Partnership Exchange; analysis of existing business processes and support systems and integration with the Exchange plan management processes; developing the plan management blueprint for submission to CCIIO and policies and procedures manuals; drafting inter-agency agreements; writing policy reports and issue briefs; coordinating with multiple agencies and the Navigator (In-Person Assister) program.

**State of North Carolina, Division of Medical Assistance (DMA); Program Integrity: Medicaid Post-Payment Case Review and RAC**  
Responsible for process and systems development for post-payment case reviews, including developing requirements for and managing the software development life cycle for a web-based application and clearinghouse that is used by PCG, North Carolina DMA, clinical auditors, and call center staff to streamline document intake, document matching, letter generation and USPS data integration, case review, appeals management, and reporting. Service type implementations include community-based Mental Health and Personal Care Services, Durable Medical Equipment, CAP waiver programs, Ambulance, Dental, Home Health, and Hospice. Responsibilities include performing statistical sampling and extrapolation of claim reviews and developing

applications to streamline and standardize the sampling and extrapolation process.

**State of North Carolina, Division of Medical Assistance and Office of Administrative Hearings; Medicaid: Due Process.**

Supported online clearinghouse used to coordinate documentation and information between NC DHHS and the Office of Administrative Hearings. Developed and managed applications to increase the efficiency of the document upload and document management processes.

**PROFESSIONAL BACKGROUND**

**Community Reinvestment Association of North Carolina (CRA-NC); Policy Analysis and Data Research.**

Advised CRA-NC on data analysis best practices, formulated queries and data reports to aid in identifying trends in FFIEC Home Mortgage Disclosure Act (HMDA) information. Contributed sections of written analysis in yearly report produced by CRA-NC.

**EDUCATION**

**Duke University**

B.A. in Public Policy and Computer Science, 2009

**SOFTWARE PROFICIENCY**

- NC DRIVE (SAS)
- Microsoft Office
- Microsoft SQL Server
- Visual Studio
- Eclipse
- Visual Basic
- Java
- Javascript, PHP, MySQL, HTML

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## B.4. Cost

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**B.4. Cost**

**Cost Proposal  
Public Consulting Group, Inc.  
NHID Plan Management Consultants  
RFP # 2013-EG-03**

Based on the methodology to derive the cost of the contractor's time, as outlined in item B(4) on page five (5) of the RFP, PCG has prepared the following estimate:

**Total Number of Days, March 1, 2013 through February 28, 2014**

131 days

**All-Encompassing Daily Consultant Services Rate**

\$4,250

**Total All Encompassing Consultant Services Rate, 3/1/13 – 2/28/14**

\$556,750

**Travel Expenses**

50 Weeks @ \$750 average/week = \$37,500

**Grand Total: Cost Proposal**

\$594,250

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## C. Conflict of Interest

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**C. Conflict of Interest**

*The applicant shall disclose any actual or potential conflict of interest*

PCG is not aware of any actual or perceived conflicts of interest with respect to the policy and operational decisions that the New Hampshire Insurance Department must make, nor are we aware of any financial or other relationships with New Hampshire Insurance Department stakeholders that may constitute a conflict of interest.

---

## D. Other Information

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**D. Other Information**

*Proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact*

**Client References**

<b>State and Department</b>	Arkansas Insurance Department
<b>Reference Name</b>	Cynthia Crone
<b>Business Address</b>	1200 W. Third Street Little Rock, AR 72201
<b>Telephone Number</b>	(501) 683-3634
<b>E-mail Address</b>	<a href="mailto:Cynthia.crone@arkansas.gov">Cynthia.crone@arkansas.gov</a>

<b>State and Department</b>	Delaware Department of Insurance
<b>Reference Name</b>	Linda Nemes
<b>Business Address</b>	841 Silver Lake Blvd Dover, DE 19904
<b>Telephone Number</b>	(302) 674-7373
<b>E-mail Address</b>	<a href="mailto:Linda.nemes@state.de.us">Linda.nemes@state.de.us</a>

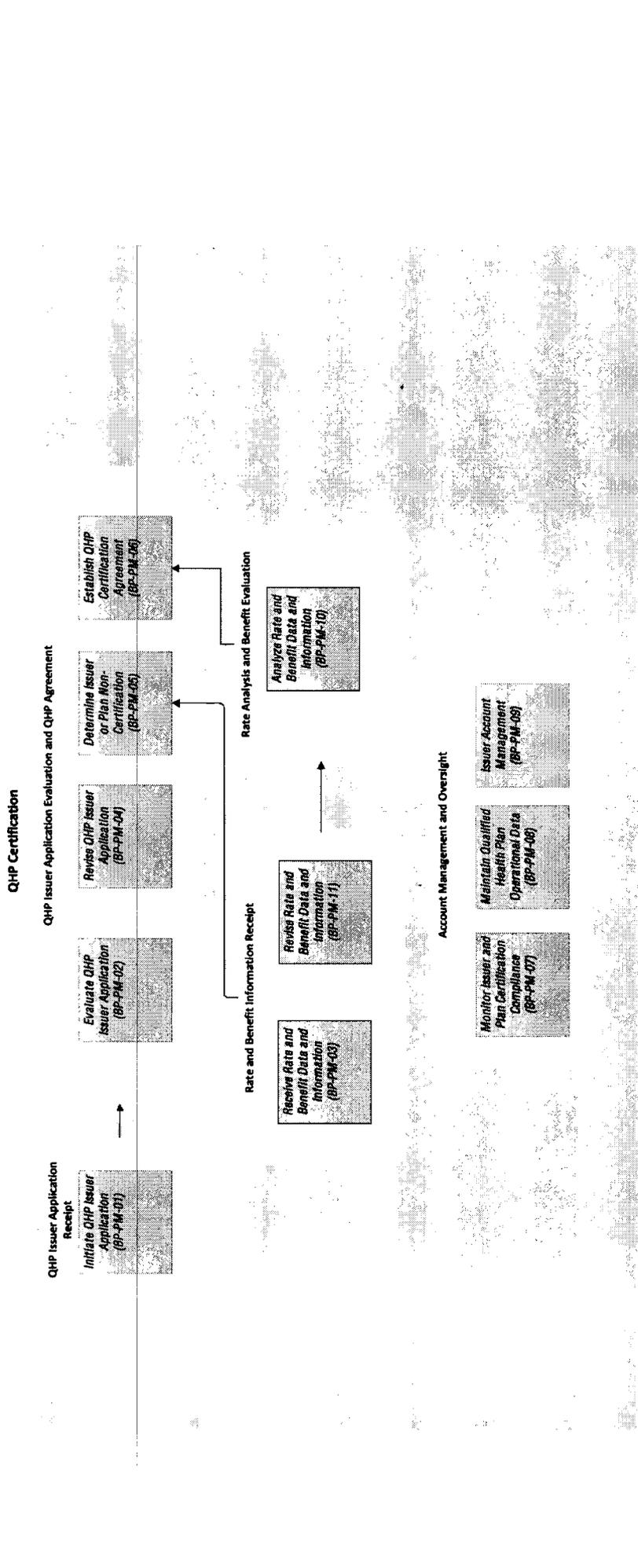
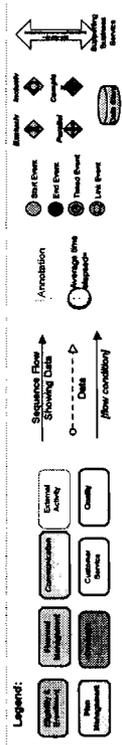
<b>State</b>	Hawaii Health Connector
<b>Reference Names</b>	Dorene S. Davey and Raya Galang
<b>Business Address</b>	201 Merchant Street, Suite 1810 Honolulu, HI 96813
<b>Telephone Number</b>	Dorene: (808) 321-0103 Raya: (808) 348-7180
<b>E-mail Address</b>	<a href="mailto:Dorene@hawaiihealthconnector.com">Dorene@hawaiihealthconnector.com</a> ; <a href="mailto:Raya@hawaiihealthconnector.com">Raya@hawaiihealthconnector.com</a>

**Generic Blueprint Process Model  
End-to-End (E2E) Process Flow**

**Plan Management**

**Synopsis**  
This diagram illustrates the major process flows in the Plan Management process.

**Notes**



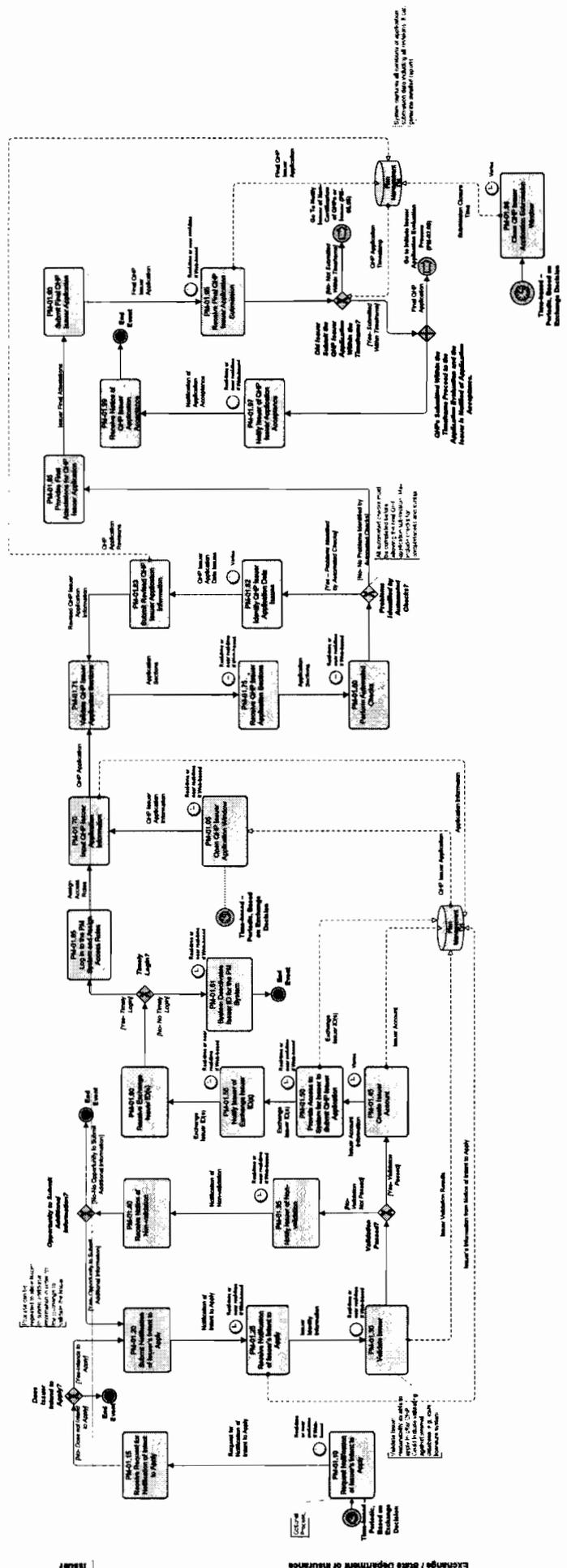
**INFORMATION NOT RELEASABLE TO THE PUBLIC UNLESS AUTHORIZED BY LAW:**  
This information has not been publicly disclosed and may be privileged and confidential. It is for internal government use only and must not be disseminated, distributed, or copied to persons not authorized to receive the information. Unauthorized disclosure may result in prosecution to the full extent of the law.

Generic Blueprint Process Model  
 Plan Management  
 Initiate QHP Issuance Application  
 BP-PM-01

**Example**

The process will be subjected to the following risk: **Disruption of Payments to Insurers**. The disruption of payments to insurers is a risk to the QHP enrollment process. The process is designed to ensure that the insurer's account is in the system, and collecting the QHP Application acceptance. Some and some are submitted through a separate process at BP-PM-02. Reconciliation of Insurers could follow a similar process.

**Notes**



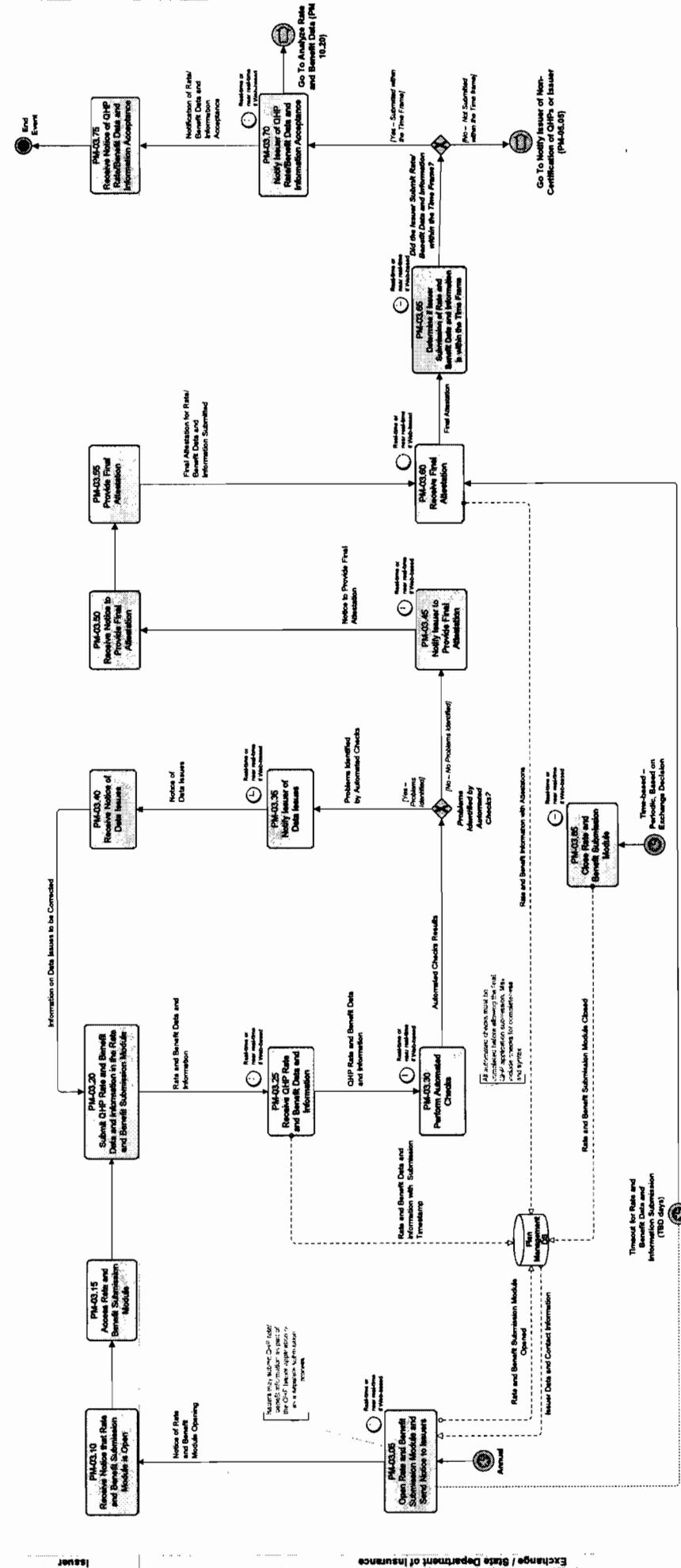
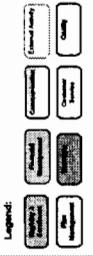
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**Generic Blueprint Process Model**  
**Plan Management**  
**Receive Rate and Benefit Data and Information**  
**BP-PM-03**

**Announcements**  
 The process will be performed by the Exchange and/or the State Department of Insurance in order to receive rate and benefit data and information from issuers. Initial automated data checking may be performed in addition. Issuer representatives will attest to the validity of the data and information submitted.

**Notes**



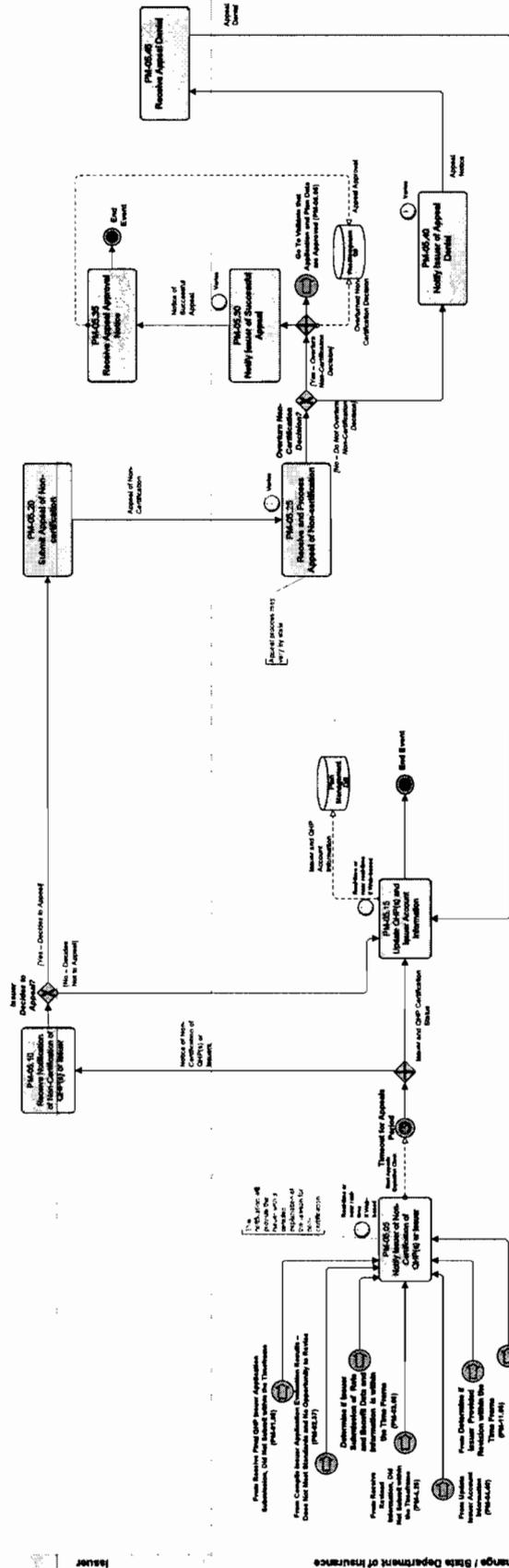
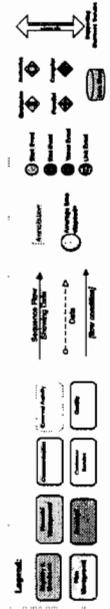
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 PM-03-Receive Rate and Benefit Data and Information



Generic Exchange Blueprint Process Model  
Plan Management

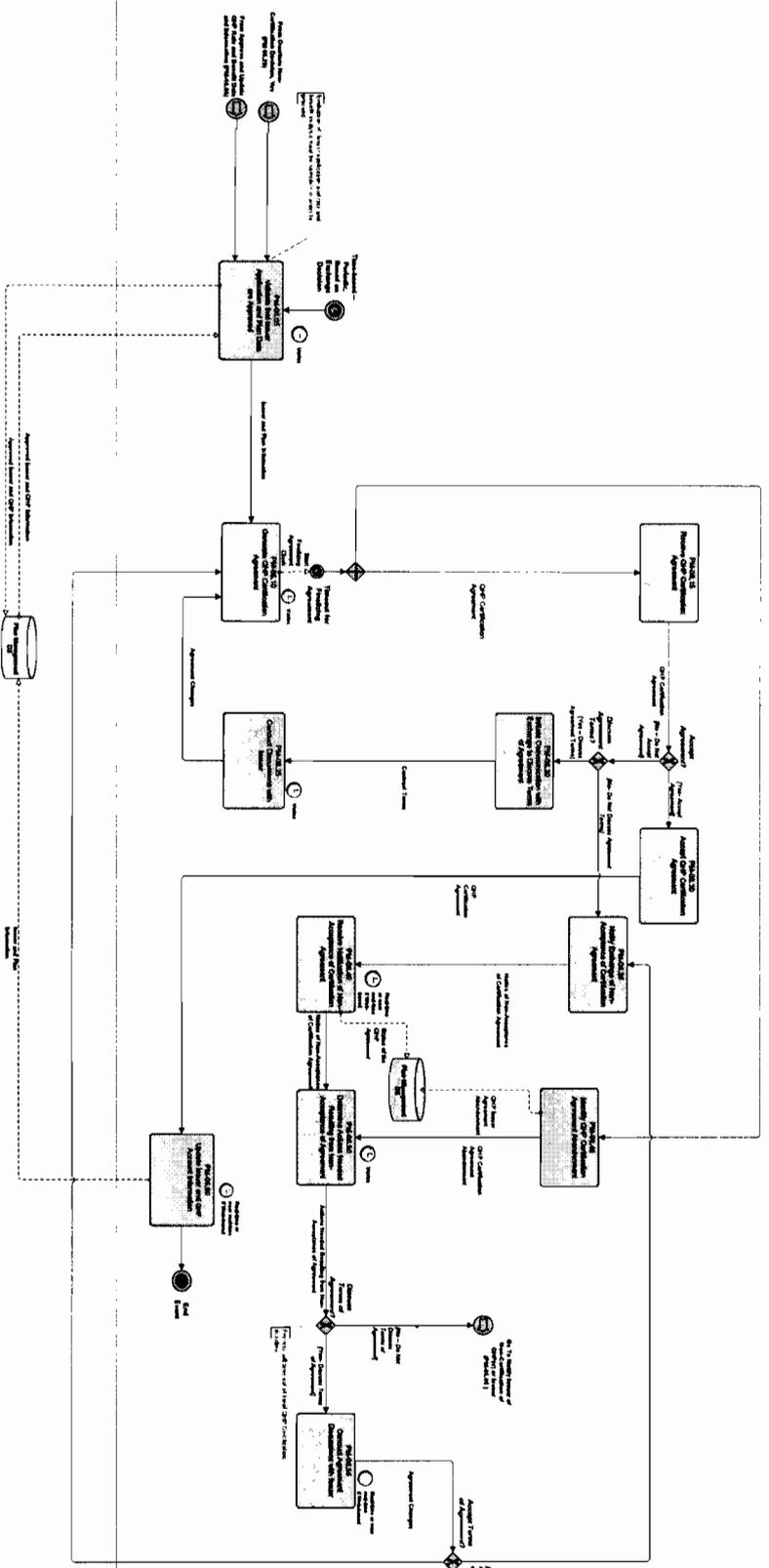
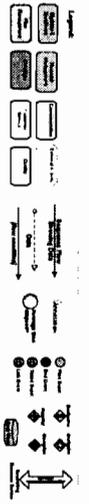
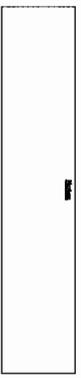
Determine Issuer or Plan Non-Certification  
BP-PM-05

**Remarks:**  
This process provides for non-certification of issuers or specific plans. There are other processes for non-certification processes that would trigger non-certification of an issuer or a plan.



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The Process is composed of Part of the computer process is modeled to represent the process. The information has not been publicly disclosed and is intended for internal government use only and must not be disseminated, distributed, or copied to persons not authorized to receive the information. Distribution of this information may result in prosecution to the full extent of the law.

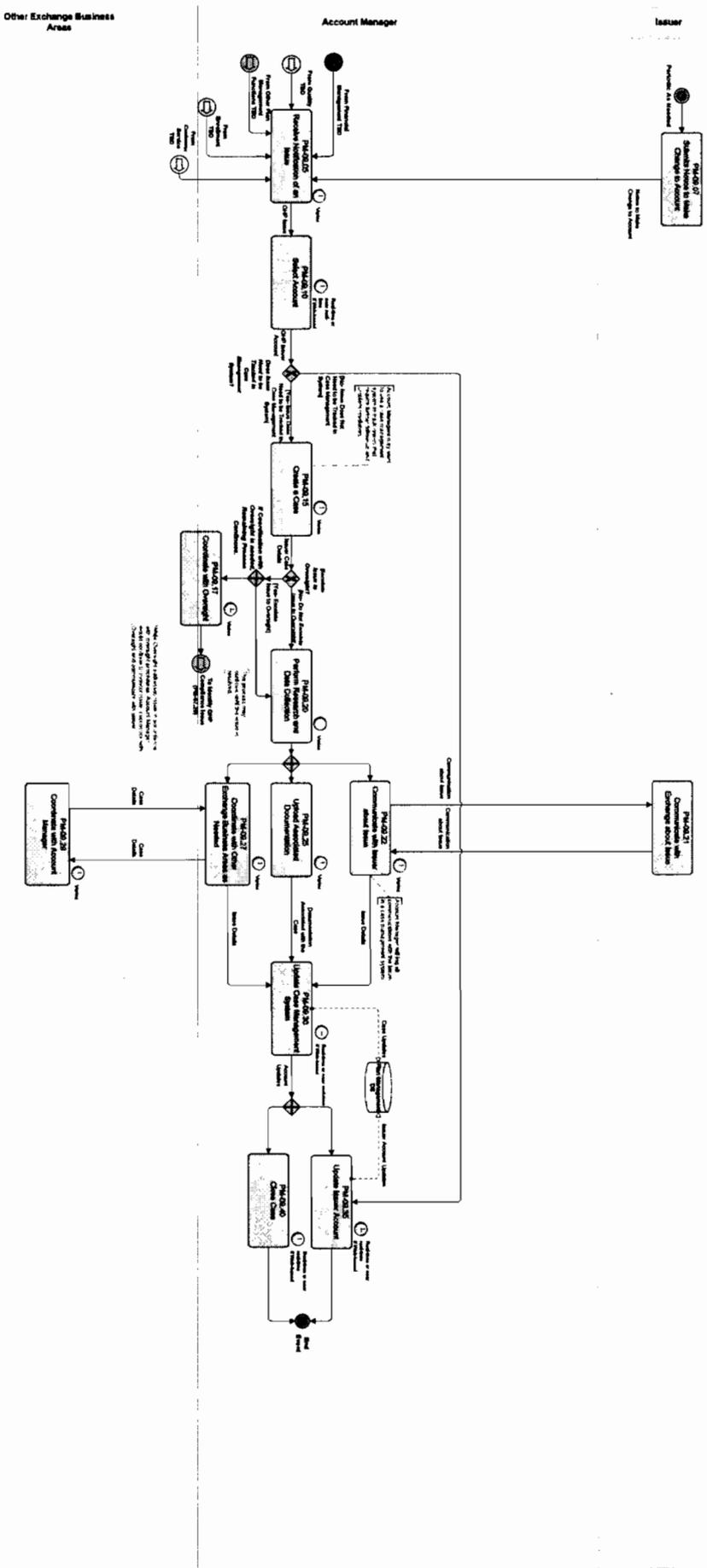


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The process will be performed on an ongoing basis throughout the year to ensure the underlying information is current and accurate. The process will be performed on an ongoing basis throughout the year to ensure the underlying information is current and accurate. The process will be performed on an ongoing basis throughout the year to ensure the underlying information is current and accurate.

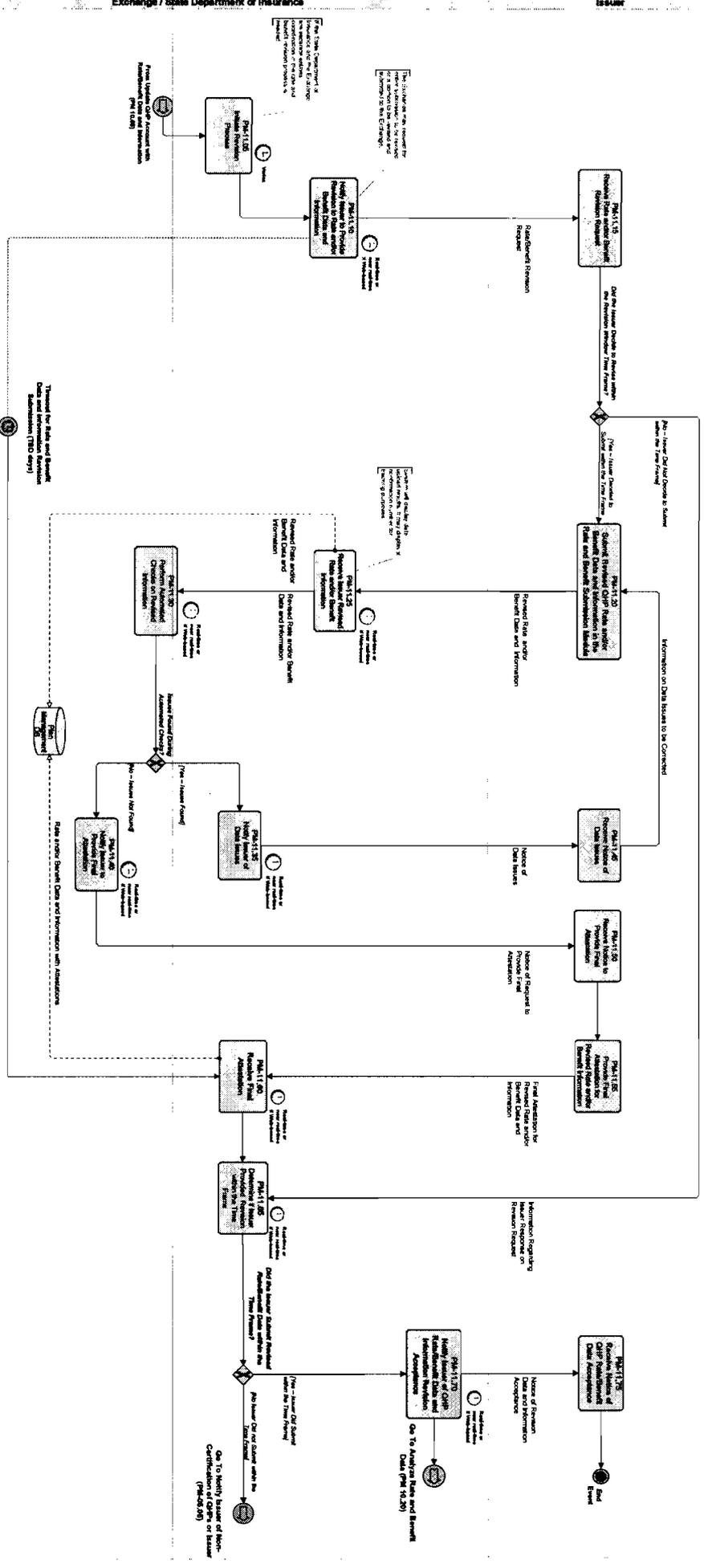
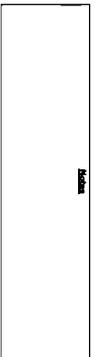


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**Generic Blueprint Process Model**  
**Plan Management**  
**Revise Rate and Benefit Data and Information**  
**BP-PM-11**

This process was developed by the Exchange and is subject to the State Department of Insurance to require to ensure to ensure that the information is accurate and current and that the information is available to the public. The Exchange of the State Department of Insurance may require revisions to be made to meet to meet and benefit exchange process.



**INFORMATION NOT RELEASABLE TO THE PUBLIC UNLESS AUTHORIZED BY LAW.**  
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**Agreement with Public Consulting Group, Inc.  
2013-EG-03 Federal Template**

**Exhibit B**

**Contract Price, Price Limitations and Payment**

Public Consulting Group, Inc. (PCG) has estimated the total cost for this effort and the not-to-exceed limit of \$594,250. Services and travel are billed monthly and invoices will breakout the hours worked for each functional position. PCG will submit an invoice to the New Hampshire Insurance Department on the first business day of each month. This invoice will be submitted electronically.

It is anticipated that the contract will run from March 20<sup>th</sup>, 2013 through February 28<sup>th</sup>, 2013.

**Agreement with Public Consulting Group, Inc.  
2013-EG-03 Federal Template**

**Exhibit C**

**Special Provisions – Modifications, Additions, and/or Deletions to  
Form P-37**

Section 9 of the General Provisions of the Agreement requires that Contractor maintain the confidentiality of, among other things, data and data systems to which it has access in order to perform the tasks specified in the Agreement.

As part of its work under the Agreement, Contractor may be required to use the System for Electronic Rate and Form Filing (SERFF), State Based System (SBS) and/or I-SITE to review carrier filings, annual reports and other data stored in National Association of Insurance Commissioners (“NAIC”) data systems.

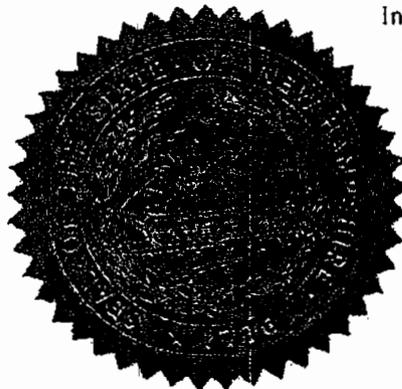
The NHID’s access to and use of NAIC data systems is governed generally by a Master Information Sharing and Confidentiality Agreement (executed November 12, 2003) and by a Certificate of Confidentiality to the NAIC (executed May 13, 2008) certifying that the NHID has the ability under New Hampshire law to maintain the confidentiality of data available through NAIC proprietary systems and applications, including I-SITE.

Contractor acknowledges that under Section 9 of the General Provisions of the Agreement, it, and/or its subcontractors, are bound to maintain the confidentiality of all data sources, and specifically agrees that it is bound by the confidentiality provisions of the Master Agreement and the Certificate of Confidentiality with respect to any NAIC data or data systems to which it is given access.

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 PUBLIC CONSULTING GROUP, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on January 30, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28<sup>th</sup> day of February, A.D. 2013

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner  
Secretary of State



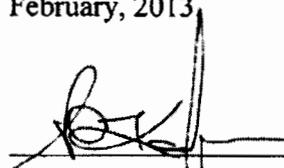
148 State Street, 10th Floor  
Boston, Massachusetts 02109  
Telephone: (617) 426-2026  
info@publicconsultinggroup.com

**CORPORATE RESOLUTION  
SECRETARY CERTIFICATE OF AUTHORITY**

The undersigned Stuart Kaufman, Assistant Secretary of Public Consulting Group, Inc., a Massachusetts corporation, does hereby certify that the following is a true and complete resolution that was UNANIMOUSLY ADOPTED at a duly held meeting of the Board of Directors of Public Consulting Group, Inc. on the 24<sup>th</sup> day of May, 2012, and that such resolution has not been amended or modified and continues to be in full force and effect as of this date:

RESOLVED: That William Mosakowski, President of Public Consulting Group, Inc., is hereby authorized and directed to execute, on behalf of the corporation, a contract with the State of New Hampshire Insurance Department to provide Plan Management Consulting (2013-EG-03), together with all related documents.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 28th day of February, 2013.

  
\_\_\_\_\_  
Stuart A. Kaufman  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

PUBLI-1 OP ID: MH

DATE (MM/DD/YYYY)  
02/28/13

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

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

<b>PRODUCER</b> TGA Cross Insurance, Inc. 401 Edgewater Place, Suite 220 Wakefield, MA 01880 John Scanlon	781-914-1000	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____																					
<b>INSURED</b> Public Consulting Group, Inc. Stuart Kaufman 148 State St., 10th fl. Boston, MA 02109		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td>Great Northern Insurance Co.</td> <td>20303</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company	20281	INSURER B:	Great Northern Insurance Co.	20303	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																							
INSURER F:																							

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		35856036	02/18/13	02/18/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73540440	02/18/13	02/18/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A		79862604	02/18/13	02/18/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71724811	02/18/13	02/18/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  NHDEPTO  NH Department of Insurance 21 S Fruit Street, Suite 14 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## STANDARD EXHIBIT I

The Contractor identified as "Public Consulting Group, Inc." in Section A of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

### BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the

changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

  
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New Hampshire Insurance Department

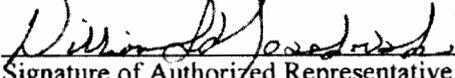
\_\_\_\_\_  
Signature of Authorized Representative

Roger Sevigny  
\_\_\_\_\_  
Name of Authorized Representative

Commissioner  
\_\_\_\_\_  
Title of Authorized Representative

March 4, 2013  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Consulting Group, Inc.

  
\_\_\_\_\_  
Signature of Authorized Representative

William S. Mosakowski  
\_\_\_\_\_  
Name of Authorized Representative

President/CEO  
\_\_\_\_\_  
Title of Authorized Representative

February 28, 2013  
\_\_\_\_\_  
Date