

**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

August 18, 2014

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

*Sole Source*

**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 May 9, 2012, Item #25a) with MMcLeod Consulting (Vendor #226097), for the provision of consulting services in connection with the initiative to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire, by extending the end date from September 30, 2014 to September 30, 2015 and by increasing the amount by \$51,000 from \$257,040 to \$308,040 and for additional services specified in Exhibit A1. This agreement is to be effective upon Governor and Council approval through September 30, 2015. 100% Federal Funds.

The funding is available in account titled Premium Rate Review Grant as follows.  
Funding for FY16 is contingent upon the availability and continued appropriations of funds.

|   | FY2015   | FY2016  |
|---|----------|---------|
| 02-24-24-240010-59780000-046-500464 Consultants | \$45,000 | \$6,000 |

**EXPLANATION**

The need to amend and extend the current contract on a **sole source** basis is due to the additional work required vis-à-vis the recently CMS/CCIIO approved "No Cost Extension" which extended the Premium Rate Review Cycle II period by twelve months. The work funded by this extension is a continuation of the work being done in the original Rate Review Cycle II grant period, for which MMcLeod Consulting has provided project management support. The consultant is familiar with the various planned activities and the work required under this extension, having been continuously involved with the project, which to date has involved the coordination of fifteen distinct contracts. Switching to a different vendor for the work under the extension would

increase cost and cause delays due to the need to train and familiarize the new vendor with the work being done under the Rate Review Cycle II grant.

The major deliverables for MMcLeod Consulting during the extended grant period (10/1/2014 – 9/30/2015) include:

1. Providing assistance to the NHID staff with developing requests for proposals, obtaining state approval of vendors funded by the grant, overseeing the performance and compliance within vendor contract specifications, and issuing periodic status reports to senior management at NHID.

This includes: a) ongoing communication with vendors and NHID, b) monitoring progress of work performed by the various vendors and informing NHID senior management of progress and/or issues, and c) assisting in the coordination of the work of the various vendors.

2. Draft required federal reports for the Rate Review Cycle II grant.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the amendment of the MMcLeod Consulting contract extending the end date from September 30, 2014 to September 30, 2015, and increasing the amount by \$51,000 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 18<sup>th</sup> day of August, 2014 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Martha McLeod dba MMcLeod 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 May 9, 2012, agenda item #25a, the Contractor agreed to provide consulting services in connection with the premium rate review initiative to evaluate options for improving the rate review 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 recent CMS/CCIIO approval of a twelve month extension of the grant period for the Rate Review Cycle II grant, NHID requires assistance for an additional 12 months with developing requests for proposals, obtaining state approval of vendors funded by the grant, overseeing the performance and compliance within vendor contract specifications, issuing periodic status reports to senior management at NHID and drafting required federal reports.

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 September 30, 2014 to September 30, 2015.
- B. Amend Section 1.8 of the General Provisions by increasing the Price Limitation from \$257,040 to \$308,040
- C. Add Exhibit A1: Project Management Cycle II Extended Grant Period (10/1/2014 – 9/30/2015) Scope of Services
- D. Amend Exhibit B by changing the references to
  - a. "period ending September 30, 2014" to period ending September 30, 2015", and;
  - b. "not to exceed 257,040" to "not to exceed \$308,040"

### 2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. 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:

NHID:

MMcLeod Consulting

State of New Hampshire acting through the New Hampshire Insurance Department

By: Martha McLeod  
Martha McLeod, Owner

By: Roger A. Sevigny  
Roger A. Sevigny, Commissioner

NOTARY STATEMENT

On this the 18 day of August, 2014, there appeared before me Sarah Prescott (Notary Name) the undersigned officer appeared Martha McLeod (Designated Officer Name) who acknowledged him/herself to be President & Owner (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: Sarah Prescott

SARAH K. PRESCOTT, Notary Public  
My Commission Expires June 23, 2015

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

By: Mike Brun, Assistant Attorney General on 8/20/14

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

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

# **Agreement with MMCleod Consulting**

## **Project Management Cycle II**

### **Exhibit A1**

#### **Extended Grant Period (10/1/2014 – 9/30/2015)**

#### **Scope of Services**

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

1. Providing assistance to the NHID staff with developing requests for proposals, obtaining state approval of vendors funded by the grant, overseeing the performance and compliance within vendor contract specifications, and issuing periodic status reports to senior management at NHID.

This includes: a) ongoing communication with vendors and NHID, b) monitoring progress of work performed by the various vendors and informing NHID senior management of progress and/or issues, and c) assisting in the coordination of the work of the various vendors.

2. Draft required federal reports for the Rate Review Cycle II grant.

# 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 MMcLeod Consulting, is a New Hampshire trade name registered on April 9, 2012 and that Martha S McLeod presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12<sup>th</sup> day of August, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**MMcLeod Consulting  
348 Wells Road  
Franconia, NH 03580**

August 12, 2014

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

Re: Rate Review Cycle II contract extension

Dear Mr. Couture

I am writing in my capacity as President and Owner of MMcLeod Consulting to inform you that Martha McLeod is authorized, on behalf of MMcLeod Consulting to enter into a contract with the New Hampshire Insurance Department in connection with services to be provided pursuant to the above referenced project, and to take such actions as are necessary and appropriate to execute, acknowledge and deliver for and on behalf of MMcLeod Consulting any and all documents, agreements and other instruments as she deems necessary or desirable to accomplish the same.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martha McLeod', written in a cursive style.

Martha McLeod  
Owner

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/12/2014

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

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

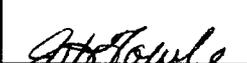
|  |   |                                    |
|--|---|------------------------------------|
| PRODUCER<br><b>Davis Towle Morrill &amp; Everett</b><br>115 Airport Road<br>P O Box 1260<br>Concord, NH 03302-1260 | CONTACT NAME:                             |                                    |
|  | PHONE (A/C, No, Ext): <b>603 225-6611</b> | FAX (A/C, No): <b>603-225-7935</b> |
| INSURED<br><br><b>Martha McLeod</b><br><b>348 Wells Road</b><br><b>Franconia, NH 03580</b>                         | E-MAIL ADDRESS:                           |                                    |
|  | INSURER(S) AFFORDING COVERAGE             |                                    |
|  | INSURER A: <b>Hanover Insurance</b>       |                                    |
|  | INSURER B:                                |                                    |
|  | INSURER C:                                |                                    |
|  | INSURER D:                                |                                    |
| 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  | ADDL INSR                                | SUBR WVD | POLICY NUMBER                  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |                                     |                    |
|---|--|--|----------|--------------------------------|-------------------------|-------------------------|---|-------------------------------------|--------------------|
| <b>A</b>  | <b>GENERAL LIABILITY</b>   |  |          | <b>ODV950400400</b>            | <b>03/30/2014</b>       | <b>03/30/2015</b>       | EACH OCCURRENCE                           | <b>\$1,000,000</b>                  |                    |
|   | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                        |  |          |                                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | <b>\$300,000</b>                    |                    |
|   | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |  |          |                                |                         |                         | MED EXP (Any one person)                  | <b>\$5,000</b>                      |                    |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:   |  |          |                                |                         |                         |   | PERSONAL & ADV INJURY               | <b>\$1,000,000</b> |
|   | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |          |                                |                         |                         |   | GENERAL AGGREGATE                   | <b>\$2,000,000</b> |
|   |  |  |          |                                |                         |                         |   | PRODUCTS - COMP/OP AGG              | <b>\$2,000,000</b> |
|   |  |  |          |                                |                         |                         |   |                                     | \$                 |
|   | <b>AUTOMOBILE LIABILITY</b>  |  |          |                                |                         |                         |   | COMBINED SINGLE LIMIT (Ea accident) | \$                 |
|   | <input type="checkbox"/> ANY AUTO  | <input type="checkbox"/> SCHEDULED AUTOS |          |                                |                         |                         |   | BODILY INJURY (Per person)          | \$                 |
|   | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> NON-OWNED AUTOS |          |                                |                         |                         |   | BODILY INJURY (Per accident)        | \$                 |
| <input type="checkbox"/> HIRED AUTOS  |  |  |          | PROPERTY DAMAGE (Per accident) | \$                      |                         |   |                                     |                    |
|   |  |  |          |                                | \$                      |                         |   |                                     |                    |
| <b>UMBRELLA LIAB</b>  |  |  |          |                                |                         |                         | EACH OCCURRENCE                           | \$                                  |                    |
| <b>EXCESS LIAB</b>  |  |  |          |                                |                         |                         | AGGREGATE                                 | \$                                  |                    |
| DED <input type="checkbox"/> RETENTION \$   |  |  |          |                                |                         |                         |   | \$                                  |                    |
| <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |  |  |          |                                |                         |                         | WC STATUTORY LIMITS                       | OTHER                               |                    |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A |  |  |          |                                |                         |                         | E.L. EACH ACCIDENT                        | \$                                  |                    |
| (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |  |  |          |                                |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$                                  |                    |
|   |  |  |          |                                |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$                                  |                    |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of NH<br>Insurance Department<br>21 S. Fruit Street<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>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<br><br>   |

## STANDARD EXHIBIT I

The Contractor identified as in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall 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.

New Hampshire Ins. Dept.  
The State

Alexander K. Feldvibel  
Signature of Authorized Representative

Alexander K. Feldvibel  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

8/18/14  
Date

MMcLeod Consulting  
Name of Contractor

Martha S. McLeod  
Signature of Authorized Representative

Martha S. McLeod  
Name of Authorized Representative

Owner  
Title of Authorized Representative

August 14, 2014  
Date



THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

May 9, 2012

His Excellency John Lynch  
Governor, State of New Hampshire, and  
The Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department to enter into a contract in the amount of \$257,040.00 with MMcLeod Consulting (Vendor #226097), for the provision of consulting services in connection with the premium rate review initiative to evaluate options for improving the rate review process under the federal Patient Protection and Affordable Care Act. This contract is to be effective upon Governor & Council approval through September 30, 2014.

The funding will be available as follows, subject to legislative approval of future biennial budgets:

Premium Rate Review Grant  
02-24-24-2400-5978000

| <u>Object Class</u> | <u>Description</u> | <u>FY 2012</u> | <u>FY 2013</u> | <u>FY2014</u> | <u>FY2015</u> |
|---------------------|--------------------|----------------|----------------|---------------|---------------|
| 046-500464          | Consultants        | \$53,408       | \$106,816      | \$90,000      | \$6,816       |

EXPLANATION

The New Hampshire Insurance Department has received a federal grant to support improving the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. The federal grant is made available pursuant to Public Law 111-48 (The Patient Protection and Affordable Care Act). Additionally, under RSA 420-G:14-a V-VII, the NHID is statutorily required to hold annual public hearings concerning premium rates for the health insurance market and to develop a report on premium increases and the factors contributing to those increases. The grant will be used in part to fulfill this statutory requirement.

Under the grant, the Insurance Department will analyze options for improving the effectiveness and transparency of the rate review process, in order to best serve the people of New Hampshire. Through this process, the Insurance Department will focus on developing processes that will help to achieve the following:

1. Development of a market analysis model to predict shifts in the commercial insurance market that may result in destabilization of the small employer and individual markets.
2. Determination of the major cost drivers of health insurance premiums.
3. Identification of a more cost effective set of state insurance regulations.
4. More effective use of available data sources.

The major deliverables for MMcLeod Consulting include:

1. Providing assistance to the NHID staff with developing requests for proposals, obtaining state approval of vendors funded by the grant, overseeing the performance and compliance within vendor contract specifications, and issuing periodic status reports to senior management at NHID.

Under the grant the Insurance Department will evaluate what changes should occur to improve the transparency and effectiveness of the premium rate review process within New Hampshire's insurance laws.

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,



Roger A. Sevigny

Subject: Project Management Services

**AGREEMENT**

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

**RECEIVED BY  
NH INSURANCE DEP**

**GENERAL PROVISIONS**

**APR 25 2012**

**1. IDENTIFICATION.**

|  |                    |   |                                   |
|--|--------------------|---|-----------------------------------|
| 1.1 State Agency Name<br>New Hampshire Insurance Department  |                    | 1.2 State Agency Address<br>21 Fruit Street, Concord, NH 03301                              |                                   |
| 1.3 Contractor Name<br>Martha McLeod dba MMcLeod Consulting  |                    | 1.4 Contractor Address<br>348 Wells Road, Franconia, NH 03580                               |                                   |
| 1.5 Contractor Phone Number<br>603-823-8041  | 1.6 Account Number | 1.7 Completion Date<br>09/30/2014   | 1.8 Price Limitation<br>\$257,040 |
| 1.9 Contracting Officer for State Agency<br>Alex Feldvebel   |                    | 1.10 State Agency Telephone Number<br>603-271-7973  |                                   |
| 1.11 Contractor Signature<br>  |                    | 1.12 Name and Title of Contractor Signatory<br>Martha McLeod, Owner                         |                                   |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Kings</u><br>On <u>24<sup>th</sup> of April 2012</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 <u>RANDALL W. ATKINSON</u> of the Peace<br>Notary Public, State of New York<br>No. 01AT6219451<br>Qualified in Kings County, <u>2014</u><br>Commission Expires March 29, <u>2014</u><br><br>(Seal)   |                    |   |                                   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>Randall W Atkinson Notary Public</u>   |                    |   |                                   |
| 1.14 State Agency Signature<br>  |                    | 1.15 Name and Title of State Agency Signatory<br>Alexander K Feldvebel, Deputy Commissioner |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |                    |   |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <u>J Christopher Marshall</u> On: <u>4/25/12</u>  |                    |   |                                   |
| 1.18 Approval by the Governor and Executive Council<br>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 MM  
Date 04/24/2012

## 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

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 MMcLeod Consulting  
Project Management**

**Exhibit A**

**Scope of Services**

**The consultant's primary responsibility will be**

1. Providing assistance to the NHID staff with developing requests for proposals, obtaining state approval of vendors funded by the grant, overseeing the performance and compliance within vendor contract specifications, and issuing periodic status reports to senior management at NHID. This includes: a) ongoing communication with vendors and NHID, b) monitoring progress of work performed by the various vendors and informing NHID senior management of progress and/or issues, and c) assisting in the coordination of the work of the various vendors; and
2. Work set out in the response to the RFP (attached).



**MMcLeod Consulting**

---

March 29, 2012

Al Couture  
New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301

Re: RFP for Project Management Services, 2012-RRG-08

Dear Mr. Couture,

I am submitting this proposal in response to the Request for Proposals-Project Management, 2012-RRG-08 posted on the New Hampshire Insurance Department (NHID) website.

I believe you will find my project management skills, as described in the following proposal, match your need for assistance to enhance the quality and depth of the NHID rate review of health insurance rate increases, and improve the consumer understanding of health insurance rates and rate changes. In order to assist the NHID in this project, I would draw on my experience managing complex federal and state funded projects as a long time Executive Director of a not for profit community agency; experience as a consultant for a managed care insurance plan; knowledge of health insurance as a Board of Director for an insurance plan; experience as a professional of the NH Department of Health and Human Services overseeing multiple services contracts; and experience as a former NH legislator serving on the House Commerce Committee working on health insurance laws and the House Finance Committee working on financing health care services.

In advance of having further discussion with you about my proposal, I have made some assumptions from your RFP and the legislation driving your work, SB392. I look forward to discussing this proposal with you.

Sincerely,

Martha McLeod, MOE, RD, LD  
Consultant



**Proposal for Professional Services  
February 6, 2011  
Mr. Al Couture  
NHID**

**1. Project Management Skills**

- a. Developing a request for proposal (RFP)  
I developed RFPs in my role as an Executive Director of a not for profit and have also responded to multiple RFPs from the NH Department of Health and Human Services. While working for the Division of Public Health, Bureau of WIC Nutrition Services, I participated in the development of RFPs for services. And, as a Board member of a not for profit health plan, I have contributed to the development and review of RFPs for professional services. Some basic considerations I would include: organizational background and protocols, project scope, functional requirements, audience, budget framework, proposal guidelines, desired qualifications, terms, and evaluation/review criteria.
- b. Following New Hampshire Procurement standards  
In my role as the Executive Director of a not for profit organization in NH, I was designated by the Board of Directors as the officer when contracting with the State of NH and am familiar with the process of State contracting.
- c. Communicating to contracted vendors about expectation  
In my role with the Division of Public Health, I had regular communications with vendors about expectations regarding federal and state grants and contract requirements. In the role of an Executive Director, I was often the main contact person for RFPs.
- d. Responding to inquiries posed by vendors  
Responses to inquiries would depend upon the process outlined by the NH Insurance Department in its procurement guidance. Within the process outlined, I would develop clear communication channels with vendors to allow for information to flow as needed for the project.
- e. Managing project time lines and coordinating with NHID staff  
Project time lines would be reviewed with and approved by the NHID staff and dependent upon the federal grant requirements. As the project manager, it would be my responsibility to manage the project time lines. I have been the project manager and/or project director for multiple state and federal multi-year grants during my tenure at North Country Health Consortium.

- f. Managing budgeted contract amounts by vendor  
As the founding Executive Director of the North Country Health Consortium, I developed the fund accounting system and managed the budget of the organization that included as many as 40 different funding sources with different timelines and requirements and a budget of \$2 million. I would develop a system of reporting and tracking to manage the vendor contracts.
- g. Drafting grant reports to the US Department of Health and Human Services  
I have 12 years of experience writing grant reports to federal, state and private foundations including the US Department of Health and Human Services. From review of the CMS website, it appears that there are very specific guidance regarding the grant reports and training modules to assist in developing the reporting framework.
- h. Facilitating the collection of data and reporting to Office of Consumer Information & Insurance Oversight as required by law  
As the Project Director for grants provided through the Health Resources and Services Administration (HRSA), I have collected data and filed reports in an on-line database and compiled results of project outcomes. Given the nature of this project, I would seek out available training modules and any technical assistance needed to ensure accuracy and timeliness of reporting.

## **2. General Qualifications and Related Experience**

- a. My knowledge of health insurance premiums, NHID rate review processes, NH Insurance laws and health insurance benefit design is based in my work as a member of the NH House of Representatives serving on the Commerce Committee as well as work I did while a State Representative on health insurance laws. I have also served on the Board of Director of the NH Health Plan-the state's high risk pool-since 2006 and have participated in oversight and review of rate setting in that organization. As a member of the Leadership Committee for NH Voices for Health (now a 501c3), I participated in regular review and feedback of the PPACA as it developed into law. As an employer in the small group market, I was aware of market trends as they related to purchasing and as the former Executive Director of a rural health network I am aware of medical trends. Most recently I consulted with a not for profit health plan responding to a New Hampshire RFP.
- b. I have developed good communication skills, both oral and written. I have done public speaking at the state and national level as well as training and workshops and have provided keynote speeches. Dependence on grant funding required me to develop relationship building skills, critical to building long term partnerships.
- c. In summary, I have worked at the executive level with responsibilities for overall organizational performance as well as provided leadership as a member of a project team. My experience includes project start-up and

maintenance of effort, grants management, fiscal management, collaborative leadership development, state and federal relations, communications, strategic planning, health information technology, legislative experience in health insurance and state budget and technical assistance in a consulting role. A current resume is attached.

### 3. Cost Proposal

a. Hourly Rate

*Professional Fees of \$85/hour are requested*

b. Days in attendance at NHID

*It is expected that the consultant would be in attendance at NHID 2-4 days a week for an average of 3 days/week for the management of the project. Additional days or hours would be negotiable.*

c. Start and end date available

*Consultant is available to start March 26<sup>th</sup>, 2012 and work through September 30<sup>th</sup>, 2014. Given the needs of the NHID to work a contract through the Governor and Executive Council process, a start date of April 5<sup>th</sup> is used for this proposal.*

d. Expenses including software and travel expenses

Estimated at \$10,000

e. Not to exceed limit:

Professional fees are based on \$85 an hour for an average of three 8 hour days a week over 126 weeks (April 2012-September 2014)

\$257,040

Expenses are assumed to include any travel expenses for training over the course of the contract and any equipment and software needs to carry out the work

\$10,000

Total Contract Costs not to exceed

\$267,040

f. No benefits expected

It is understood that there will not be any benefits provided in addition to payment for services other than those specifically identified above or included in the proposal through this consulting contract with NHID.

### 4. Potential Conflict of Interest

I currently serve on the Board of Directors of the NH Health Plan (NH's High Risk Pool and Federal High-Risk Pool)

I recently completed a contract with Network Health, Inc, a not for profit managed care insurance plan operating in Massachusetts.

## 5. References

### **Debbie Gordon**

Vice President and Chief Marketing Officer

Network Health

101 Station Landing, Fourth Floor

Medford, MA 02155

(781) 393-3502 (phone)

(781) 393-3508 (fax)

[debbie.gordon@network-health.org](mailto:debbie.gordon@network-health.org)

*Network Health is a managed care insurance plan. I worked closely with Ms. Gordon as a consultant.*

### **Rosemary Orgren, PhD**

Research Assistant Professor of Community and Family Medicine

Director, New Hampshire Area Health Education Center Program

The Dartmouth Institute for Health Policy and Clinical Practice

Dartmouth Medical School, HB 7250

Lebanon NH 03756

(603) 653-0851

[rosemary.orgren@dartmouth.edu](mailto:rosemary.orgren@dartmouth.edu)

*Dr. Orgren is the Founding Director of the NH AHEC. I have worked closely with Dr. Orgren since 1999 on the development and management of a variety of projects.*

### **Adele Woods**

Chief Executive Officer

Coos County Family Health Services

54 Willow Street

Berlin, NH 03570

603-752-3669

[awoods@ccfhs.org](mailto:awoods@ccfhs.org)

*Ms. Woods has served as the Board President of North Country Health Consortium for two different terms and is aware of my project management skills.*

## 6. Attachment

*Resume*

**Agreement with MMcLeod Consulting  
State of NH Rate Review Project – Consulting Services**

**Exhibit B  
Form of Payment**

The services provided by MMcLeod Consulting will be billed to the State at a rate of \$85 per hour with expenses for travel reimbursed at the current IRS rate per mile for each day in attendance at the New Hampshire Insurance Department. Additional reimbursement shall be provided to MMcLeod Consulting travel for State approved training necessary to perform the services under this agreement, at the IRS mileage rate for ground travel, or based on expenses consistent with State travel policies for staff. Weekly billable hours are expected to average 24, based on attendance at the New Hampshire Insurance Department between two and four days a week, over a period ending September 30, 2014. Total cost to the State is not to exceed \$257,040 during the term of the contract. MMcLeod Consulting services shall be billed at least monthly to the State and the invoice for the service shall identify the services provided, total time included, and travel expenses to be reimbursed. Payment shall be made within 30 days of the date the services are invoiced.

Agreement with MMcLeod Consulting  
State of NH Rate Review Project – Consulting Services

**Exhibit C**

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

MMcLeod Consulting services are offered by a sole proprietor and is therefore exempt from the definition of an employer (RSA 281-A), and the workers compensation requirement indicated under item number 15 of the P-37

RECEIVED BY  
NH INSURANCE DEPT

APR 09 2012

**MMcLeod Consulting**  
*348 Wells Road*  
*Franconia, NH 03580*  
*603-823-8041*  
*603-491-0542*

April 9, 2012

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

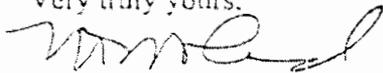
Re: 2012-RRG-08

Dear Mr. Couture:

I am writing in my capacity as President and Owner of MMcLeod Consulting to inform you that Martha S. McLeod is authorized, on behalf of MMcLeod Consulting to enter into a contract with the New Hampshire Insurance Department in connection with services to be provided pursuant to the above referenced RFP, and to take such actions as are necessary and appropriate to execute, acknowledge and deliver for and on behalf of MMcLeod Consulting any and all documents, agreements and other instruments as she deems necessary or desirable to accomplish the same.

Thank you for your attention to this matter.

Very truly yours,



Martha S. McLeod  
President and Owner

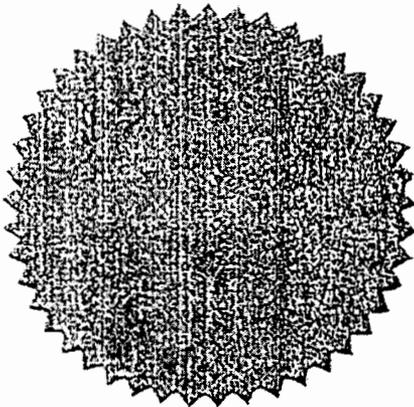
State of New Hampshire  
Department of State

RECEIVED BY  
NH INSURANCE DEPT

APR 09 2012

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MMcLeod Consulting is a New Hampshire trade name registered on April 9, 2012 and that Martha S. McLeod presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9<sup>th</sup> day of April, A.D. 2012

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

William M. Gardner  
Secretary of State

# ACORD INSURANCE BINDER

DATE  
03/30/12

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

|   |  |   |                          |
|---|--|---|--------------------------|
| PRODUCER<br>Davis Towle Morrill & Everett<br>115 Airport Road<br>P O Box 1260<br>Concord, NH 03302-1260 | PHONE (A/C No. 311): 603-225-6611<br>FAX (A/C No.): 603-225-7935 | COMPANY<br>Hanover Insurance  | BINDER #<br>BINDER532216 |
| AGENCY<br>CUSTOMER ID<br>INSURED  | 63140<br>Martha McLeod<br>348 Wells Road<br>Franconia, NH 03580  | DATE EFFECTIVE<br>03/30/12  | TIME<br>12:01            |
|   |  | DATE EXPIRATION<br>04/30/12   | TIME<br>X AM<br>PM       |
| SUB CODE:   |  | THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # |                          |
| DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY   |  | RECEIVED BY<br>NH INSURANCE DEPT<br>MAR 30 2012   |                          |
|   |  | Loc#1: 348 Wells Road, Franconia, NH 03580  |                          |

| COVERAGES  |                                 | LIMITS     |         |   |
|--|---------------------------------|------------|---------|---|
| TYPE OF INSURANCE  | COVERAGE/FORMS                  | DEDUCTIBLE | COINS % | AMOUNT  |
| PROPERTY<br>CAUSES OF LOSS<br>BASIC BROAD SPEC   |                                 |            |         |   |
| GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR                                 |                                 |            |         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000 |
| AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | RETRO DATE FOR CLAIMS MADE:     |            |         | COMBINED SINGLE LIMIT \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$<br>MEDICAL PAYMENTS \$<br>PERSONAL INJURY PROT \$<br>UNINSURED MOTORIST \$                           |
| AUTO PHYSICAL DAMAGE DEDUCTIBLE<br>COLLISION<br>OTHER THAN COL   | ALL VEHICLES SCHEDULED VEHICLES |            |         | ACTUAL CASH VALUE<br>STATED AMOUNT \$<br>OTHER  |
| GARAGE LIABILITY<br>ANY AUTO   |                                 |            |         | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY<br>EACH ACCIDENT \$<br>AGGREGATE \$  |
| EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM  | RETRO DATE FOR CLAIMS MADE:     |            |         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>SELF-INSURED RETENTION \$<br>WC STATUTORY LIMITS  |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY   |                                 |            |         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| SPECIAL CONDITIONS/EXCLUSIONS/COVERAGE   |                                 |            |         | FEES \$<br>TAXES \$<br>ESTIMATED TOTAL PREMIUM \$   |

|   |  |                      |
|---|--|----------------------|
| NAME & ADDRESS<br>The State of New Hampshire<br>c/o Department of Insurance<br>21 S Fruit Street #14<br>Concord, NH 03301 | MORTGAGEE<br>LOSS PAYEE<br>LOAN #            | X ADDITIONAL INSURED |
|   | AUTHORIZED REPRESENTATIVE<br><i>AT Towle</i> |                      |

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

**EXCHANGE PROPOSALS EVALUATIONS**

Evaluation Committee members: Tyler Brannen, Alain Couture, David Sky, Michael Wilkey, Jennifer Patterson

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

On March 23, 2012 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.

| RFP/VENDOR   | SPECIFIC SKILLS (30% or points) | GENERAL QUALIFICATIONS & RELATED EXPERIENCE (25% or points) | Bid Price | COST (25% or points) | DESCRIPTION OF WORK PRODUCT (20% or points) | TOTAL SCORE (100% or Points) | Score without \$\$\$ | NOTES |
|--|---------------------------------|---|-----------|----------------------|---|------------------------------|----------------------|-------|
| <b>RFP 2012-RRG-08 Project Management</b>          |                                 |   |           |                      |   |                              |                      |       |
| Helms Company                                      | 16.50%                          | 18.00%  | \$132,000 | 25%                  | 5.50%                                       | 65.00%                       | 40.00%               |       |
| Peter A Johnson                                    | 17%                             | 17%   | \$165,000 | 20%                  | 11%   | 64.33%                       | 44.33%               |       |
| Dixon Hughes                                       | 15%                             | 15%   | \$300,000 | 11%                  | 7%  | 48.00%                       | 37.00%               |       |
| Mitcheal Consulting                                | 20%                             | 18%   | \$267,040 | 12%                  | 15%   | 65.36%                       | 53.00%               |       |
| <b>RFP 2012-RRG-09 Premium Rate Review Process</b> |                                 |   |           |                      |   |                              |                      |       |
| Gormet Actuarial, LLC                              | 25.75%                          | 22.25%  | \$159,930 | 25%                  | 17.75%                                      | 90.75%                       | 65.75%               |       |
| Granite Dolphin                                    | 19%                             | 17%   | \$394,368 | 10.14%               | 13%   | 59.89%                       | 49.75%               |       |
| Reporting MD                                       | 14%                             | 13%   | \$250,000 | 15.99%               | 9%  | 52.24%                       | 36.25%               |       |