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**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

March 01, 2016

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 enter into a Sole Source contract amendment with Public Consulting Group, Inc. (Vendor # 161843) of Boston, MA by modifying the scope of services as specified in Exhibit A1 and by increasing the contract amount by \$36,225 from \$249,840 to \$286,065 for consulting services upon approval of Governor and Council through December 31, 2016. The original contract was approved by the Governor and Council on December 16, 2015, Item #43. 100% Other Funds.

The funding is available in account Administration, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	FY2016	FY2017
02-24-24-240010-25200000-046-500464 Consultants	\$25,000	\$11,225

EXPLANATION

The original contract with Public Consulting Group, Inc. was competitively bid. This amendment was entered into on a **sole source** basis because the additional work required is closely connected with the work under the existing contract. The expansion of the scope of work is necessary due to the nature of the work required to assist the NHID with the review of the issuers' submitted network(s), in support of all Plan Year 2017 Individual, Small Group and Dental plans offered on the exchange, to determine that all such networks comply with both New Hampshire and Centers for Medicare and Medicaid Services' standards.

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

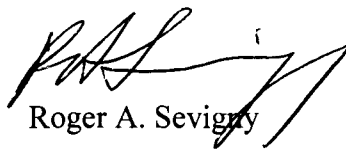
1. Create updated issuer submission templates for NH Network Adequacy standards.

2. Collect, analyze and maintain all network data and supporting documentation submitted via the System for Electronic Rate and Form Filing (SERFF) system:
 - a. Monitor SERFF submissions for revisions and revised documents are necessary.
3. Create and maintain tracking tool monitoring each issuer's progress towards compliance with network standards including:
 - a. Proper documentation;
 - b. Essential Community Provider (ECP);
 - c. Online Provider Directory; and
 - d. Provider contracts and geographical accessibility.
4. Communication with all issuers on a regular basis explaining how and why standards are or are not met.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the amendment of the Public Consulting Group, Inc. contract increasing the amount by \$36,225 for additional services.

Your consideration of the request is appreciated.

Respectfully submitted,



Roger A. Sevigny

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 1st day of March, 2016 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. (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 December 16, 2015, agenda item #43, the Contractor agreed to perform certain consulting services to support the certification process for the 2017 QHPs as described under the federal Patient Protection and Affordable Care Act (ACA) 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 support PY2017 QHP Network Adequacy review efforts;

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 1.8 of the General Provisions by increasing the Price Limitation from \$249,840 to \$286,065
- B. Add Exhibit A1: PY2017 QHP Network Adequacy Scope of Services
- C. Amend Exhibit B by changing the reference to
 - a. "total contract price of \$249,840" to "total contract price of \$286,065"

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: *William S. Masakowski*
Public Consulting Group, Inc.

NHID:

State of New Hampshire acting
through the New Hampshire Insurance
Department

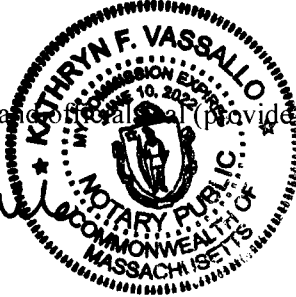
By: *Alexander K. Feldman*, Deputy Commissioner, for
Roger A. Seigny, Commissioner

NOTARY STATEMENT

On this the 29th day of February, 2016, there appeared before me Kathryn F. Vassallo (Notary Name) the undersigned officer appeared William S. Masakowski (Designated Officer Name) who acknowledged him/herself to be President (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: *Kathryn F. Vassallo*



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

By: *J. Christopher Marshall*, Assistant Attorney General on March 8, 2016

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

Public Consulting Group, Inc.
Plan Management Consultants: 2017 QHP Review

Exhibit A1

**PY2017 QHP Network Adequacy
Scope of services**

The Contractor's primary responsibility under the existing contract is to provide technical assistance to the New Hampshire Insurance Department (NHID) to support the certification process for the 2017 Qualified Health Plans (QHPs) as described under the federal Patient Protection and Affordable Care Act (ACA), in conjunction with the federal Centers for Medicare and Medicaid Services (CMS).

The Contractor's additional responsibilities under this amendment will be to review for compliance the issuers' submitted network(s), and shall include all PY2017 Individual, Small Group and Dental plans offered on the exchange, to determine that all such networks comply with both New Hampshire and CMS standards. All work under this amendment must be completed in accordance with the published NHID PY2017 QHP Review Period Timeline. Major tasks under this amendment will be:

1. Create updated issuer submission templates for NH Network Adequacy standards.
2. Collect, analyze and maintain all network data and supporting documentation submitted via the SERFF system:
 - a. Monitor SERFF submissions for revisions and revised documents as necessary.
3. Create and maintain tracking tool monitoring each issuer's progress towards compliance with network standards including:
 - a. Proper documentation;
 - b. Essential Community Provider (ECP);
 - c. Online Provider Directory; and
 - d. Provider contracts and geographical accessibility.
4. Communication with all issuers on a regular basis explaining how and why standards are or are not met.

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

As a contractor for the New Hampshire Insurance Department (Department) you may be provided with information and/or documents that are expressly or impliedly confidential. All contractors are required to maintain such information and documents in strict confidence at all times. Disclosure, either written or verbal, of any confidential information and documents to any entity or person, who is not in a confidential relationship to the particular information or documents will result in termination of your firm's services

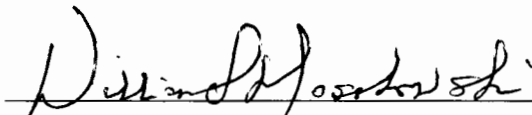
The undersigned acknowledges she or he understands the foregoing and agrees to maintain all confidential information in strict confidence at all times. The undersigned further acknowledges that if she or he is unsure of whether or not particular information or documents are confidential, it is the undersigned's responsibility to consult with the appropriate Department personnel prior to any disclosure of any information or document.

Public Consulting Group, Inc.

Printed Name of Contractor

2-29-2016

Date


Contractor Signature

Acknowledgement of Confidentiality - NAIC Data and Data Systems

I, William Mosakowski, duly authorized to sign on behalf of Public Consulting Group, Inc. ("Contractor"), hereby acknowledge the following:

Contractor is entering into an Agreement to perform certain services to assist the New Hampshire Insurance Department ("NHID") to implement a plan management health exchange, upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified therein.

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.

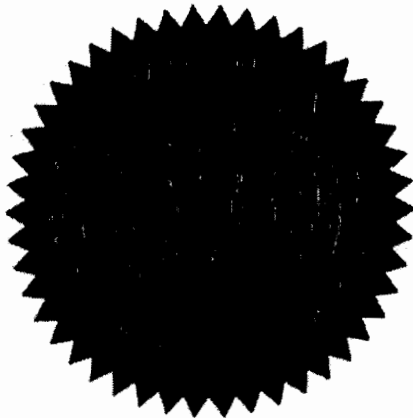
Signed this 29th day of Febr. 2016, by

William Mosakowski, for

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 10th day of November, A.D. 2015

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation with Seal)

RECEIVED BY
NH INSURANCE DEPT
MAR 02 2016

I, William Mosakowski, President and CEO of the
(Corporation Representative Name) (Corporation Representative Title)

Public Consulting Group, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President and CEO of the
(Corporation Representative Title)

Public Consulting Group, Inc., a Massachusetts corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

5th day of May, 2015, which meeting was duly held in accordance with

Massachusetts law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire Insurance Department, providing for the performance by the Corporation of certain Plan Management Consulting services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

William Mosakowski President Name

Tony Brown Vice President Name

Dan Heaney Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President and CEO
(Title)

of the Corporation and have affixed its corporate seal this 29th day of February, 2016.

President and CEO
(Title)

(Seal)

STATE OF Massachusetts

COUNTY OF Suffolk

On this the 29th day of Feb, 2016, before me, Kathryn F Vassallo, the undersigned officer, personally appeared William S. Mosakowski who acknowledged her/himself to be the

President, of Public Consulting Group, Inc, a corporation, and that she/he, as
(Title) (Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as Public Consulting Group, Inc

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Kathryn F Vassallo
Notary Public/Justice of the Peace

My Commission expires: June 10, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2016

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 TGA Cross Insurance, Inc. 401 Edgewater Place, Suite 220 Wakefield, MA 01880	CONTACT NAME: TGA Cross Insurance, Inc.	
	PHONE (A/C, No, Ext): 781-914-1000	FAX (A/C, No): 781-246-2601
www.tgacross.com	E-MAIL ADDRESS: switchboard@tgacross.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Public Consulting Group, Inc. 148 State St., 10th fl. Boston MA 02109	INSURER A : Executive Risk Indemnity Inc NAIC # 35181	
	INSURER B : Great Northern Insurance Company 20303	
	INSURER C : Federal Insurance Company 20281	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 28795463


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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35855036	2/18/2016	2/18/2017	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 - COM/OP AGG \$ Included EMP Ben \$ 1,000,000
C	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	2/18/2016	2/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$N/A		79852604	2/18/2016	2/18/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		71724811	2/18/2016	2/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made		68023824 Retro Date: 2/27/1997	2/18/2016	2/18/2017	Each Claim/Aggregate: 5,000,000 Deductible: 100,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord NH 03301	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  Thomas I Gregory

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 I, 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.

The NH Insurance Dept.
The State
Alexander K Feldvebel
Signature of Authorized Representative
Alexander K Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
3/3/16
Date

Public Consulting Group, Inc.
Name of the Contractor
William Mosakowski
Signature of Authorized Representative
William Mosakowski
Name of Authorized Representative
President and CEO
Title of Authorized Representative
2/29/2016
Date

43
mac



**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

November 23, 2015

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 enter into a contract with Public Consulting Group, Inc. (Vendor # 161843) of Boston, MA in the amount of \$249,840, for consulting services effective upon Governor & Council approval through December 31, 2016. 100% Other Funds.

The funding is available in account Administration, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	FY2016	FY2017
02-24-24-240010-25200000-046-500464 Consultants	\$140,000	\$109,840

EXPLANATION

The NHID's Division of Compliance and Consumer Services bears primary operational responsibility for the review of the 2017 Qualified Health Plans (QHPs) and requires technical assistance related to the ongoing plan management operations during the final month of calendar year 2015 and through calendar year 2016. The Public Consulting Group, Inc. will provide consulting services to support the certification process for the 2017 QHPs as described under the federal Patient Protection and Affordable Care Act (ACA), in conjunction with the federal Centers for Medicare and Medicaid Services (CMS). In addition, the contractor will assist with increasing NHID capacity, to the extent needed, as the NHID transitions to performing most plan management functions through in-house staff.

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

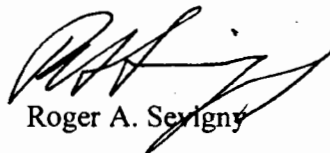
1. Monitor CMS issuance of new federal regulations and guidance documents related to QHPs and FFM operations, and promptly creating summaries for NHID use;
2. Assist with the preparation and review of QHP-related bulletins including the NHID's annual bulletin outlining QHP filing requirements, consistent with CMS guidance and the annual CMS Letter to Issuers in the FFM;

3. Evaluate and update existing NHID QHP review workflows, resources, production standards and tools;
4. Provide technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff and Weekly Meetings;
5. Update QHP-related documents and, to the extent necessary, creating new documents as needed in response to regulatory changes;
6. Support NHID staff in continuing to integrate state network adequacy requirements with evolving ACA requirements, identifying provider and service area requirements to meet QHP standards;
7. Create a plan compare documents showing all individual and small group plans offered via the FFM;
8. Provide training and guidance to NHID staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions; and
9. The Consultant shall perform all other tasks as described in the Plan Management Consultants: 2017 QHP Amended RFP and the Bid response.

The Request for Proposal was posted on the NHID's website on October 23, 2015 and sent to past bidders for NHID contract work and companies doing work in this field. Only one bid was received. The bid was evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the Public Consulting Group, Inc. as responsive and cost-effective to the RFP.

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

Respectfully submitted,



Roger A. Seigny

**Plan Management Consultants: 2017 QHP Review
PROPOSALS EVALUATIONS**

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

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

On November 5, 2015 the Evaluation Committee 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	CONTRACTOR QUALIFICATION (0-50 points)	CONTRACTOR GENERAL EXPERIENCE (0-50 points)	BID PRICE	QUALITY (30% of points)	TOTAL SCORE (100 points possible)	Points without bid	NOTES
Plan Management Consultants: 2017 QHP Review Amended RFP							
Public Consulting Group, Inc	38.00%	26.00%	\$249,840	30.00%	94.00%	64.00%	

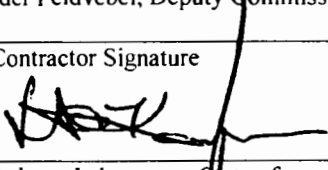
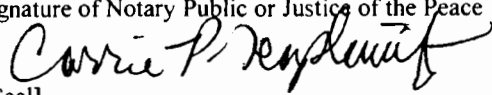
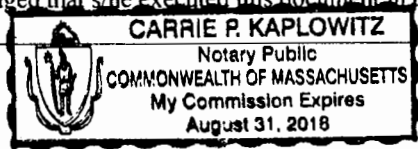
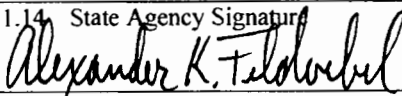
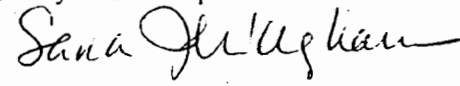
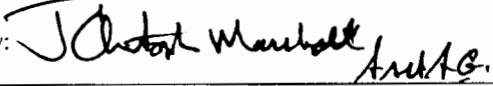
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Public Consulting Group, Inc.		1.4 Contractor Address 148 State Street, Tenth Floor, Boston, Massachusetts 02109	
1.5 Contractor Phone Number (617) 426-2026	1.6 Account Number 02-2424-240010- 25200000	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$249,840
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number (603) 271-7973 x257	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stuart Kaufman, Chief Corporate Counsel & Compliance Officer	
1.13 Acknowledgement: State of _____, County of _____ On <u>November 13, 2015</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Carrie P. Kaplowitz Executive Admin. Asst.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 12-3-15			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/2/15			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JK
Date 11-13-15

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Public Consulting Group, Inc.
Plan Management Consultants: 2017 QHP Review

Exhibit A

Scope of services

The consultant's primary responsibility is to provide technical assistance to the New Hampshire Insurance Department (NHID) to support the certification process for the 2017 Qualified Health Plans (QHPs) as described under the federal Patient Protection and Affordable Care Act (ACA), in conjunction with the federal Centers for Medicare and Medicaid Services (CMS). Specific responsibilities of this vendor include:

1. Monitor CMS issuance of new federal regulations and guidance documents related to QHPs and Federally-Facilitated Marketplace (FFM) operations.
2. Create summaries of new federal regulations and guidance documents for NHID use within 2-5 business days, or sooner if needed.
3. Create initial draft of NHID's annual bulletin outlining QHP filing requirements, consistent with CMS guidance and the annual CMS Letter to Issuers in the FFM, and work with NHID to review and finalize it.
4. Assist NHID in drafting, reviewing and/or finalizing other QHP-related bulletins, as directed by the NHID.
5. Evaluate and update existing NHID QHP review workflows, resources, production standards and tools, including:
 - a. Draft task list and proposed timeline of 2017 QHP review process, by February 1, 2016.
 - b. Finalize full implementation plan and timeline for 2017 QHP review process, including workflows, production standards and tools to support certification and regulation of QHPs in accordance with all applicable CMS guidance, by date of Carrier QHP Kickoff Meeting.
 - c. Revise implementation plan and/or timeline, including new plan management processes and workflows, as necessitated by CMS guidance issued during QHP review process, as directed by NHID.
 - d. Final Revision of Compliance and Consumer Services Policies and Procedures, by December 2, 2016.

10. Create a plan compare document showing all individual and small group plans offered via the FFM by October 14, 2016.
11. Provide training and guidance to Department staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions. In consultation with NHID, develop a training plan on or before June 3, 2016, and implement training of NHID staff on an ongoing basis in accordance with the plan.
12. Perform all other tasks as described in the Plan Management Consultants: 2017 QHP Amended RFP (attached) and the Bid response (attached) which are incorporated by this reference.

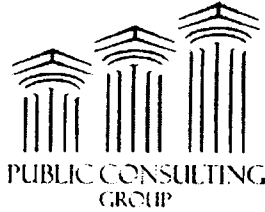


New Hampshire Insurance Department

Plan Management Consultants: 2017 QHP Review

November 4, 2015 4:00 PM

Alain Couture
New Hampshire Insurance Department
21 South Fruit Street
Concord, New Hampshire



Public Focus. Proven Results.™

November 4, 2015

Alain Couture
New Hampshire Insurance Department
21 South Fruit Street
Concord, NH

Dear Mr. Couture:

Public Consulting Group, Inc. (PCG) is pleased to present a response to the Insurance Department's request for proposal titled *Plan Management Consultants: 2017 QHP Review*.

PCG has spent a great deal of time in Concord over the past three years, directly assisting NHID compliance staff with the State Partnership plan management implementation and operations called for under the Affordable Care Act. PCG and NHID worked as a fully integrated team to meet the Qualified Health Plan (QHP) filing deadlines in 2015, and we have worked together to complete bulletins, checklists, a policy and procedure manual, end-to-end business process mapping and to manage the plan certification process in the System for Electronic Rate and Form Filing (SERFF). NHID has every reason to leverage the relationship and experience already built with PCG to support this process in the coming year.

Our team is excited to continue to assist NHID in this meaningful endeavor. We thank you for your consideration of this proposal and look forward to continuing to work with you. If you require additional information or have any further questions related to this proposal response, please contact the proposed Project Manager, Margot Thistle, at mthistle@pcgus.com or 781-308-3251.

PCG looks forward to this opportunity and hopes that this proposal will be reviewed favorably.

Sincerely,

John Shaughnessy
Director, PCG Health
Public Consulting Group, Inc.

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- II. Specific Ability to Perform the Scope of Work
- III. General Qualifications
- IV. Project Work Plan and Cost Proposal
- V. Appendix
 - a. PY 2017 QHP Timeline
 - b. Qualifications
 - c. Resumes

I. EXECUTIVE SUMMARY

Through three successful Qualified Health Plan (QHP) certification periods, PCG has worked hand in hand with the New Hampshire Insurance Department (the Department) to accomplish its goals of satisfying federal and state requirements and ensuring that value is preserved across all products available on the New Hampshire Insurance Marketplace.

Our team's efforts continue to be complemented by our firm's experience in other states. As a firm with experience nationally in QHP certification activities, we believe we possess a unique perspective which enables insight into innovative approaches, best practices and lessons learned which have been and will continue to be leveraged by the Department's work. The plan year 2016 review period was particularly complex as The Department worked to integrate the New Hampshire Health Protection Program's Premium Assistance Program (PAP) onto the Marketplace. PCG was a valuable partner in this unique policy and operational change. Our previous work with Arkansas' Private Option in particular was a benefit throughout the PAP policy setting and integration process.

As the Department moves into its fourth post-Affordable Care Act (ACA) qualified health plan certification cycle, it will be confronted with the inevitable changes associated with the PAP's needed policy updates and complications arising from the program's reauthorization process. The Department will continue to benefit from a trusted partner capable of not only navigating the complex policy environment associated with this period of change, but also one capable navigating the cross-agency collaborations necessary for successful policy development.

Given the need to ensure both continuity in policy knowledge and to preserve existing relationships both inside and outside the Department, we are proposing Ms. Margot Thistle to lead our project team throughout this engagement, with support from Lisa Kaplan-Howe. Both have deep knowledge of applicable federal law and waiver requirements and will continue to bring their ongoing familiarity with the State's Marketplace and important stakeholders to bear on their project work. Their intimate knowledge of the Department's operations, personnel and policies will continue to assist in their roles as trusted partners and advisors throughout future certification periods.

Each year our team's understanding and capacity to implement emerging Federal guidance continues to mature. Additionally, our familiarity with the specific requirements of the New Hampshire Marketplace complements our ability to perform as a valuable partner to the Department. Our team's familiarity with the Department's partner agencies as well as the State's insurance carriers also continues to develop to the benefit of the certification process. Our team greatly appreciates the opportunity to respond to this request for proposal (RFP) and hopes to preserve our relationship with the Department through a continued focus on improving the QHP certification process, developing capacity inside the Department and ensuring that future efforts are as successful as previous ones.

2017 QHP Review Submission Check List Crosswalk	
Check List	PCG Proposal Section
✓ Name and contact information of the person(s) we should contact should we have questions	Cover Letter <i>If you require additional information or have any further questions related to this proposal response, please contact the proposed Project Manager, Margot Thistle, at mthistle@pcgus.com or 781-308-3251.</i>
✓ A narrative addressing all of the objectives outlined in this RFP	II. Specific Ability to Perform the Scope of Work
✓ A detailed project timeline for the full term of the project	IV. Project Work Plan and Cost Proposal
✓ A clearly labeled "Not-to-Exceed" limit amount	IV. Project Work Plan and Cost Proposal <i>Total Not to Exceed Scope Cost: \$249,840</i>
✓ Name and role of every person working on the project	IV. Project Work Plan and Cost Proposal <i>Managers / Consultants: Margot Thistle, Lisa Kaplan Howe, Blair Kennedy Business Analyst: Robert Riso</i>
✓ Derivation of cost for the Contractor including: <ul style="list-style-type: none"> • hourly or daily rate for each person working on the project • an estimate of the amount of time each person might be expected to expend on the project • the number of days, if any, each person is expected to be in attendance at the NHID during critical implementation dates • what period each person will be available to NHID, including start date and end date in relation to the project timeline 	IV. Project Work Plan and Cost Proposal

II. SPECIFIC ABILITY TO PERFORM THE SCOPE OF WORK

1. Monitor CMS issuance of new federal regulations and guidance documents related to QHPs and FFM operations, and promptly creating summaries for NHID use
2. Assist with the preparation and review of QHP-related bulletins including the NHID's annual bulletin outlining QHP filing requirements, consistent with CMS guidance and the annual CMS Letter to Issuers in the FFM

Our project team has three years of experience working in the post-ACA Marketplace and in accordance with federal regulations pertaining to QHPs. Our team is very familiar with major Federal regulatory documents including the **Benefit and Payment Parameters** and the **Letter to Issuers in the Federally Facilitated Marketplace**. We understand the necessity of extracting the operational and policy impact from these documents on a yearly basis and translating them into new requirements for both the State and its Marketplace insurance carriers. Often, the translation of these documents must occur under extremely short timeframes. Last year for instance, these critical documents were released in draft form in the late fall, with final guidance released a very short time before the transfer deadline of initial forms and rates. Despite these time constraints, our project team was able to meet the timelines required by both the Department and federal partners in producing not only policy summaries, but the instructions and guidance both the Department and carriers needed to meet review and certification requirements.

In addition to producing guidance to the Department, PCG has assisted in the creation of the annual QHP Bulletin. This bulletin serves to memorialize the requirements of QHP certification review, including being the vehicle for announcing policy changes at both the federal and state level. For example, PCG assisted the Department in the release of the state-specific network adequacy requirements via the plan year 2015 bulletin. In the most recent year, we presented our additional requirement related to the QHP review tools attestations document, and substance abuse transparency efforts in the plan year 2016 bulletin. In addition, we have assisted and provided input to the Department with other bulletins, including the Annual Redetermination Notice, Continuity of Care Issuer Bulletin, and the Transparency in Provider Network Directory and Formulary Information bulletin. We also assist other states, including Arkansas and Delaware, with similar guidance and often bring examples from other states to our collaboration with the Department. We will continue to leverage the efforts underway nationwide to improve health care at the regulatory level, and provide guidance to the Department of innovative, efficient regulatory efforts underway that may inform our process in New Hampshire.

We are confident that under our proposed project team's leadership, we will continue to assist the Department in interpreting guidance and determining reasonable alterations of the certification process. The team will continue to assist in these developments and in preparing, releasing and providing follow up with the State's insurance carriers whenever program requirements change.

Additionally, our team will continue to follow and participate in NAIC, SERFF technical team, REGTAP and CCIIO calls and conferences in order to stay as current as possible. We will additionally continue to collaborate with our colleagues in other states, and actively seek out policy guidance to ensure current information is relayed to the Department as it develops. Our team recognizes the need for up to date, clear and complete information regarding policy options and guidance on where the State's plan management functions could potentially grow, evolve and improve.

3. Evaluate and update existing NHID QHP review workflows, resources, production standards and tools
4. Provide technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff and Weekly Meetings

Since 2012, PCG has assisted several state insurance departments and health insurance marketplaces with the design, development and implementation of their plan management programs. With each successive certification period completed, we have increased our efficiency and developed new tools to assist clients in managing the process while resolving ongoing technical issues. PCG and the Department worked as a fully integrated team to meet the QHP filing deadlines in 2013, 2014 and 2015.

In its previous work with the Department, as well as in other plan management partnership states, PCG has been an effective partner in startup and ongoing insurance carrier relations with respect to the plan management process. Our responsibilities include:

- Formulating, researching and compiling responses to carrier's questions on both policy as well as operational issues;
- Compiling state and federal guidance into easily presentable materials, as well as guides for filing, requiring an understanding of previous year's process and requirements for both regulatory and filing instruction; and
- Assisting in the development of guidance to carriers for the past three years, with last year being exceptionally challenging given the integration of the New Hampshire Health Protection Premium Assistance Program into the marketplace.

In order to ensure compliance and integration of evolving CMS guidance, our project team will continue to update existing checklists, filing reporting requirements, state-specific templates, attestations, and policy and procedure manuals. We will also work with the Department to develop any new or additional tools as necessary. In 2014 our team worked with the Department to create new state-specific network adequacy filing requirements to increase transparency for the issuers' proposed networks. As a result, the review process became more efficient, and our internal tracking documents have helped manage the growing number of carriers and plans operating on the Marketplace. For the 2016 plan year, for example, the Department requested to see coverage by issuer of methadone treatment across the state. PCG was able to create documents that were easy to use, and assist Department staff with the review. Since the creation of these documents, we have continued to update and edit these tools as new policy developments emerge.

Our team has also been responsible for establishing and updating the policies and procedural manual for the Department. For the 2016 plan year, we reformatted and rewrote this document to reflect PCG-developed training materials available. This will enable new examiners to complete the filing process through a step-by-step guide on how to run, interpret and use CMS federal review tools. Additionally, a section was added regarding Network Adequacy which will assist existing and new staff with the use of state-specific templates as well as Federal requirements for network adequacy review.

Our team's involvement also extends beyond generating guidance documents for public consumption to include addressing specific stakeholder needs or questions on specific policy issues. We have participated in twice-weekly meetings with all insurance carriers in a state to assist in the translation of federal and state regulatory policy to operational support. Our team assisted with framing responses for various issues, provided policy briefs with citations of applicable codes and regulations, options and advisory comments to facilitate decision making. For plan year 2016, our team was responsible for responding to weekly carrier questions, as well as generating frequently asked questions for areas needing additional clarity. This was particularly important when assisting the Compliance team with objections sent to carriers. Our team was able to locate regulatory or legal support for objections, so that carriers could understand what was asked of them during certification review periods and make timely

edits to their rates or forms. These responses directly impacted the filings as well as the issuer's certification by CMS.

We believe our work with the Department over the past three years has created positive working relationships and established clear lines of communication across and among Department staff. Along the way, we assisted the Department in meeting every CCIO established deadline as a valuable member of the Department's team. We will continue to rely on the same processes and adherence to structure and procedure that has ensured successful certification periods over the past three years.

5. Update QHP-related documents and, to the extent necessary, create new documents as needed in response to regulatory changes

Throughout our partnership with the Department, PCG has created, updated and focused on improving documents and guidance related to the plan management process. During this most recent certification period for example, our project team alongside the Department created the "CMS Tools Compliance Attestation Document" as part of the QHP issuer application in SERFF. Both the state and CMS use review tools and send objections or ask for clarification of areas that are identified as potentially out of compliance. In order to improve the certification process and limit the number of time-consuming objections emerging from CMS, this document required carriers to use these tools themselves prior to submission. This change in process and the avoidance of unnecessary objections or follow up with CMS is an example of how our team, alongside the Department, created and implemented new guidance documents in response to regulatory requirements.

After every certification period NHID completes a debriefing both internally and with each carrier in an attempt to improve the certification processes in following years. In response to feedback provided by issuers after the plan year 2015 certification period, PCG assisted the Department in drafting the "Master List of Filing Documents". This document clarified where carriers could find documents and templates in SERFF in order to assist with what can be an overwhelming amount of application requirements.

PCG is committed to continuing to work with the Department and the state's carriers to constantly improve the QHP certification processes to ensure a better, faster, and smoother process is continually pursued.

6. Support NHID staff in continuing to integrate state network adequacy requirements with evolving ACA requirements, identifying provider and service area requirements to meet QHP standards

Our team has studied and summarized the federal requirements outlined in the initial Marketplace regulations, as well as subsequent updates including the most recently released 2016 Letter to Issuers guidance. Each year our team works to understand and incorporate new guidance by updating the requirements for network adequacy reporting with regards to; essential community providers, issuer provider directories, as well as state specific geographic accessibility standards contained in New Hampshire's Network Adequacy rules.

In order to ensure accurate reviews and transparency for the Department and public, PCG worked with the Department to create New Hampshire specific issuer network adequacy submission requirements collected through SERFF. This work included the creation of Network Adequacy Attestations, the Network Adequacy Summary Page and Network Data Templates. PCG crafted detailed instructions for issuer submittal of this package and the required components of each.

Once carriers submit their applications, the Department collects and maintains the above network adequacy documents from SERFF. PCG consistently monitors SERFF to keep the Department apprised of carrier revisions. Additionally, our team has provided guidance to carriers in order to meet network

adequacy standards, and maintains regular channels of communication with carriers to aide them throughout the review period.

The network adequacy requirement setting process is a daunting and complex process. In order to assist the Department, our team has created an internal monitoring tool. The tool assists in highlighting where issuers are not compliant, triggering issuer objections and subsequent resolution.

For the past two years, our team has assisted the Department with the content development and logistics related to multiple public information sessions in compliance with RSA 420-N:5-a. PCG is aware that the Department is in the midst of updating its network adequacy rules, and when these new rules are finalized our team will be ready to operationalize the new policies into new issuer submittal requirements, as well as the creation of a new internal monitoring tool.

7. Create a plan compare document showing all individual and small group plans offered via the FFM

At the direction of the Department, our team has created a plan comparison document for the past three years. This document is posted both externally to assist consumers and used internally by the consumer division throughout the plan year. Our team will continue to develop this useful and consumer-friendly tool based on submitted templates from inside SERFF throughout future plan management periods.

8. Provide training and guidance to Department staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions

Throughout PCG's engagement with the Department, we have conducted multiple staff trainings, focusing on efforts to develop staff capacity in new areas for the Compliance Team related to the ACA.

Our team created an in-depth training document, as well assisted in one on one instructional sessions with Department staff to ensure staff understood the work our project team completes through the use of templates that are part of QHP binders, as well as the use of CMS QHP Review Tools. Over the past three years, PCG has further developed leading practices which it will continue to share with the Department's staff.

For the first time in New Hampshire's history, Medicaid beneficiaries are enrolling in Marketplace QHPs. This creates a highly complex environment where both Medicaid and commercial insurance law must be combined in an elegant manner that meets program intents, compliance requirements, and preserves a competitive and healthy insurance market. Our team partnered with the Department, DHHS and carriers to ensure an accurate form and template review process. We also created guidance documents and work with Department staff to understand the program and all new reporting requirements inherent to its successful implementation in current and future years.

III. GENERAL QUALIFICATIONS

PCG is a management consulting firm with 28 years of experience in helping our public sector clients achieve their performance goals and better serve populations in need. PCG primarily serves public sector health, human services, education and other state, county, and municipal government clients. Established in 1986 with headquarters in Boston, Massachusetts, PCG operates from 48 offices across the U.S., Canada, and Europe. PCG has experience working in all 50 states, clients in six Canadian provinces, and a growing practice in the European Union. PCG pairs regulatory expertise with our position as one of the leading management and operations consulting firms in the country.

PCG has dedicated itself almost exclusively to the public sector for nearly three decades. In this time, it has developed a deep understanding of not only legal, regulatory, and policy requirements, but the accompanying fiscal constraints that often dictate a public agency's ability to meet its charge and the needs of the populations, constituents, and stakeholders it works with and/or serves. This understanding enables PCG to help public sector organizations in:

- Maximizing resources;
- Improving business processes;
- Enhancing federal and state compliance;
- Making better management decisions using performance measurement metrics; and
- Advancing client outcomes and goals.

PCG's Health Practice Area will be exclusively completing work under this RFP. PCG Health helps state and municipal health agencies to respond optimally to reform initiatives, restructure service delivery systems to best respond to regulatory change, maximize program revenue, and achieve regulatory compliance. Currently, PCG Health works with 37 state Medicaid agencies and the District of Columbia. We are also working with 21 state-level human service departments and have also worked with 9 state insurance departments.

PCG Health uses industry best practices to help organizations deliver quality services with constrained resources, offering expertise in strategy, policy, information technology, financing solutions, payer support services, and eligibility and benefits solutions. PCG Health is a recognized leader in Health Care Reform, ACA, and Marketplace consulting.

Since 2010, PCG has developed one of the nation's leading Affordable Care Act consulting practices assisting states with health plan certification, policy interpretation, program oversight, project management of Marketplace technology, outreach and marketing, consumer assistance and grant applications and gate reviews. Since the ACA was passed in 2010, approximately 40% of all states have engaged with PCG for Health Care Reform, ACA, and Marketplace consulting services. These services include: health plan certification, policy interpretation and management, project management of Marketplace activities and technology, outreach and marketing, consumer assistance, blueprint drafting, grant applications, gate reviews, professional services and program oversight.

In particular, PCG has worked with state Insurance Departments across the country, including New Hampshire as well as Arkansas, Colorado, Delaware, Idaho, Massachusetts, Nevada, New Mexico, and Ohio on their ACA responsibilities. PCG has assisted these Departments with one or more of the following activities:

1. Conducting regulatory analysis of ACA market reforms and developing policy recommendations for state ACA implementation initiatives;
2. Developing end-to-end processes, tools and templates to support the review and recommendation for certification of Qualified Health Plans based on compliance with QHP standards in the ACA;
3. Reviewing adequacy of the provider networks carriers propose to use to deliver plan care;
4. Reviewing QHP premium rates;

5. Assuring compliance with insurance reforms, such as community rating, guaranteed availability/renewability, and elimination of pre-existing condition provisions; and
6. Responding to consumer complaints against QHP issuers.

In addition to this national ACA knowledge and expertise gained from working with Insurance Departments, state agencies, and quasi-governmental entities established for Marketplace purposes, what will be even more valuable in continuing to guide the Department's plan management work is PCG's significant direct expertise and experience designing, managing, and implementing plan management projects similar to the scope outlined in this RFP. The experience PCG has gained in all aspects of Marketplace activity and plan management consulting services is a resource unlikely to be matched by other respondents to this RFP.

As outlined with specific examples below, PCG has proven itself extremely skilled at performing plan management regulatory and operational work. Our clients benefit from our ability to draw from our extensive history of doing this work in multiple states, giving us unique insight into proven strategies and innovative approaches that inform our approaches and our clients. We know what has (and, equally important, what has not) worked in other Marketplaces across the country. Combined with extensive working knowledge about the insurance market in New Hampshire, PCG is able to bring the best of both worlds to this work.

PCG has worked alongside the NHID Division of Compliance and Consumer Services since 2013, providing operations and policy support of the state's plan management partnership. PCG designed, developed and implemented the QHP certification process, helping the state to understand the overlay of the QHP certification process with the Insurance Department's underlying regulatory and operational work and to integrate both within the Department's operations. In the implementation phase of the work, PCG has provided ongoing onsite support through implementation of the partnership—providing regulatory advising, trainings to staff and carriers, support tools, and staff augmentation.

PCG's policy work has related both to plan management, as well as related to the State's premium assistance program. PCG staff has provided the Department with policy analysis of the evolving federal standards that impact plan management and other Department work and enable the Department to actively participate in the design of the premium assistance program. In addition to ensuring that Department staff and leadership is fully apprised of governing standards, PCG has provided subject-matter expertise to advise and assist in strategizing and documenting policy decisions, including drafting bulletins, and to ensure insurance priorities are on the table as PAP is designed and implemented. Importantly, PCG staff have helped to bridge between policy and operations ensuring the certification process is designed and maintained in a manner that reflects federal law and to ensure that adequately integrates the premium assistance program.

PCG enabled the state to manage a five-fold increase in carrier applications between the first two years of Marketplace operations, and to provide greater transparency regarding carrier provider networks, including via mapping and public information sessions. PCG's work has also ensured that the state is up-to-date and able to operationalize state and federal health policy developments and has developed tools to assist with review and tracking. With support from PCG, the Department also succeeded at ensuring that the PAP was designed in a way that reflects that existing insurance market, minimizing disruption.

The value PCG will bring to this engagement is further supported by our broader plan management work. PCG's plan management experience and expertise extends beyond our longstanding engagement in New Hampshire, including other State Partnership Marketplace (SPM) states. These engagements give us broader experience and working knowledge of best practices and lessons learned that have and will continue to directly benefit our partners in New Hampshire on an ongoing basis. Our teams work closely together and communicate regularly so they all have access to detailed knowledge of the program design and implementation in other states and key contacts. They also are able to leverage efficiencies by collaborating on coverage of federal level developments.

One such engagement is with the Delaware Department of Health and Social Services, for whom we provide consulting for federal partnership health insurance marketplace support. PCG has been working in Delaware since 2011, as the lead project manager for the state's work related to the establishment and implementation of its state partnership Health Insurance Marketplace. Similar to New Hampshire, in this role, we provide ACA subject matter and business process expertise related to the state's Department of Insurance plan management activities. Our work in Delaware includes federal and state regulatory analysis, including assisting the DOI to interpret the ACA, regulations and CMS policy guidance. PCG has also helped with state policy development related to QHP certification standards and has taken a lead in the development of operational guidelines, processes, templates and other tools to support rigorous end-to-end compliance reviews as well as ongoing QHP monitoring and issuer oversight.

PCG's work has ensured the state is in compliance with federal requirements and has the tools it needs to meet the operational demands of plan management. With PCG facilitating the technical review process, the state's DOI has successfully completed QHP review and recommendations related to hundreds of health plans over the past three years. PCG has also assisted the Delaware DOI to expand its network adequacy standards.

PCG is also working on rate review in Delaware, providing support as the DOI reviews proposed rate increases and revamping the rate review process to improve the quality and efficiency of the process. Our work on rate review in Delaware provides us with important perspective on this subject matter that we can leverage to support our work on plan management, including in New Hampshire.

We also have a longstanding partnership with Arkansas on plan management work, including as it relates to the state's Private Option. We have worked with the Arkansas Insurance Department since April 2013. During our time supporting the Insurance Department, we have provided both regulatory and operational support. On the regulatory side, we have reviewed and draft legal bulletins, developed issue briefs, and monitored plans in order to assist with the development of guidelines and requirements for QHP certification and plan quality metrics. On the operations side, PCG has worked with the Insurance Department to design, develop and implement the certification process of QHPs, ensuring its compliance with federal standards, including necessary business processes and support systems. PCG's work has included developing the process as a whole as well as developing the application for plan submissions and development of the timelines, instructions and evaluation methodology. Through ongoing implementation, PCG has helped to lead and staff the State's plan management work to review proposed QHPs, including running federal tools and develop certification recommendations.

PCG has worked with the State since day one to ensure the development of Marketplace-related policies and processes and then to implement both. With PCG's leadership, the state has successfully completed three years of state review and submission of QHPs to be offered on the Marketplace and has ensured integration with the federal Marketplace and the state's Private Option. We also have compiled plan data, premium rate, and tax credit data, allowing the State to issue comprehensible reports for public distribution.

Importantly, our work in Arkansas has included assisting the Department with the integration of the Private Option into the Department's plan management work. Being the plan management consultant in the first state to utilize QHPs for coverage of the Medicaid expansion population has given us unique knowledge and experience in the process of integrating Medicaid into the private insurance market that we have already been able to bring to bear as New Hampshire follows Arkansas' lead. With New Hampshire its first operational year of the program, PCG would value the opportunity to provide input and perspectives from lessons learned through Arkansas' experience.

Like in Delaware, our work in Arkansas expands beyond plan management to related projects that are helping to provide us with important perspective that can help to support our plan management work, including in New Hampshire. PCG has also lead work to develop plan quality metrics and determine how to best communicate that information to consumers and, ultimately, to incorporate those metrics into an interactive web-based consumer portal. To support this process, PCG has done an extensive landscape

assessment and has facilitated stakeholder engagement. PCG has also assisted the State with program oversight of its Effective Rate Review Program, including inventorying funds available and leading an effort to ensure the most effective use of funds and grant oversight, which has helped the Department to identify priorities, develop a project plan and ensure resources are oriented and executed appropriately.

PCG's longstanding engagement in plan management work uniquely positions us to complete the requirements of the RFP. PCG has unmatched working knowledge of the state's insurance market, plan management operations and premium assistance program that is critical to ongoing success. PCG's ongoing work will be informed by this institutional knowledge and the lessons learned over the last three years of plan management work, allowing PCG to be nimble and eliminating the need for a learning curve. This will be particularly important in this year that will require the vendor to assist the Department as it moves toward bringing increasing work internal and during which the Department will need support to address challenges raised by the launch of the premium assistance program and the ongoing reauthorization debate. PCG's working knowledge of the PAP's intersection with the insurance market and plan management also uniquely positions us to be able to move quickly in partnership with the Department in adapting the plan management process if in fact there is a reauthorization decision in this coming legislative cycle.

IV. PROJECT WORK PLAN AND COST PROPOSAL

Position Title/Name	Hourly Rate	Hours	Cost
Managers/Consultants	\$275.00	656	\$180,400
Business Analysts	\$155.00	448	\$69,440
Total Not to Exceed Scope Cost			\$249,840

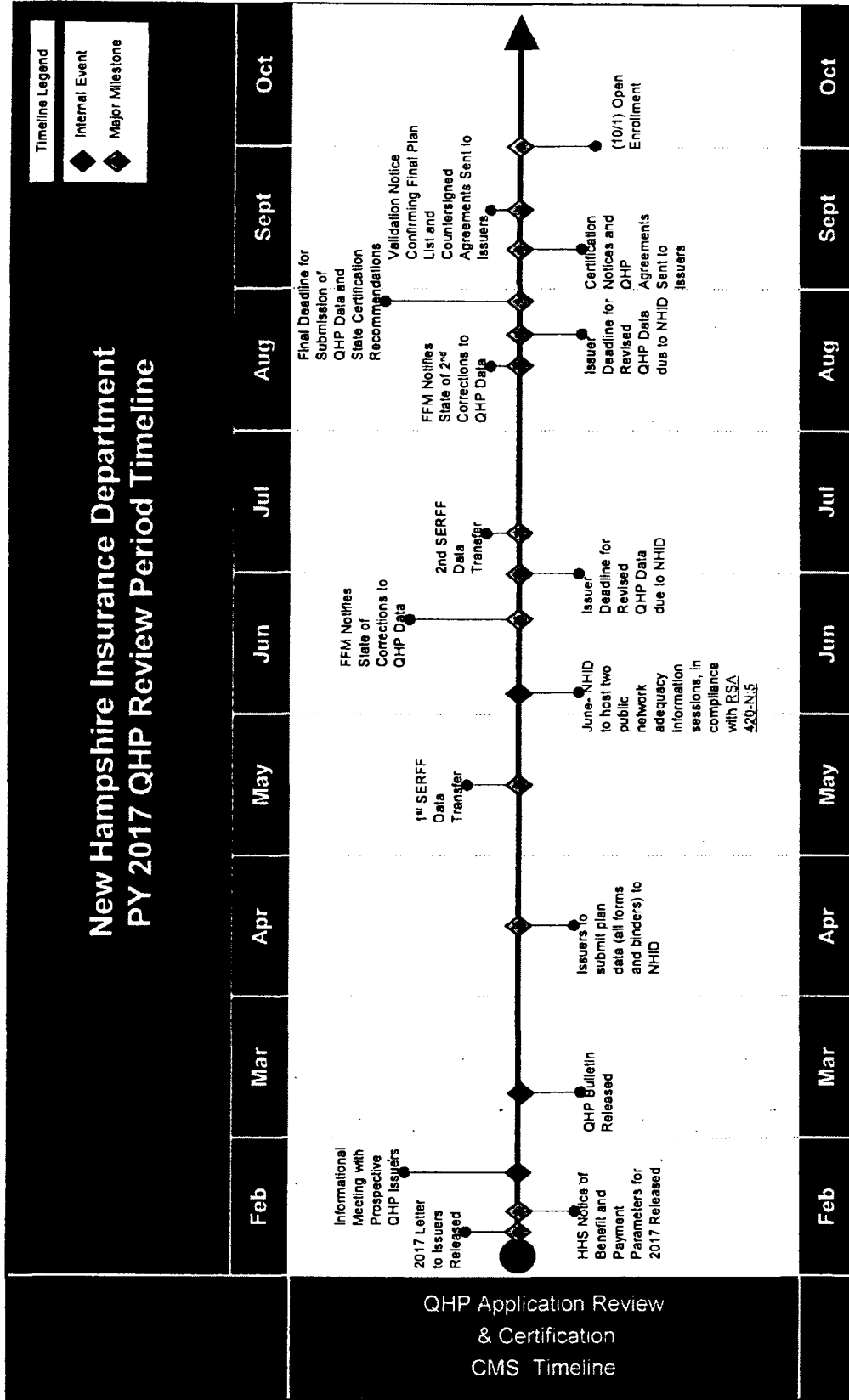
Phase	Deliverable	Position	Staffing	Time Period	On-site Percent	Weeks	Hours per Week	Total Hours
1	✓ Monitor and summarize CMS new federal regulations and guidance documents related to QHPs and FFM operations	Managers / Consultants	Margot Thistle/Lisa Kaplan Howe	12/1/2015- 12/31/2016	5%	52	2	104
Phase Total Estimate \$28,600								
2	<ul style="list-style-type: none"> ✓ Prepare and review QHP-related bulletins including the NHID's annual bulletin outlining QHP filing requirements ✓ Evaluate and update existing NHID QHP review workflows, resources, production standards and tools, including the NHID Compliance and Consumer Services Policies and Procedures Manual and QHP-related documents ✓ Technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff and Weekly Meetings 	Managers / Consultants	Margot Thistle/Lisa Kaplan Howe/Blair Kennedy	2/1/2016-- 3/31/2016	20%	8	15	120
Phase Total Estimate \$33,000								
3	<ul style="list-style-type: none"> ✓ Manage and support entire QHP review period, including state Network Adequacy Process ✓ Create presentation for NH public information sessions on the carriers' proposed marketplace networks ✓ Create plan compare document showing all individual and small group plans offered via the FFM 	Managers / Consultants Business Analysts	Margot Thistle/Blair Kennedy Robert Riso	4/1/2016-- 9/30/2016	40%	26	16	416
Phase Total Estimate \$179,880								
4	<ul style="list-style-type: none"> ✓ Provide training and guidance to Department staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions 	Managers / Consultants Business Analysts	Margot Thistle/Blair Kennedy Robert Riso	10/1/2016-- 11/30/2016	5%	8	2	16
Phase Total Estimate \$9,360								
Total Proposed Cost								\$249,840

We will work as a team to deliver all services requested on page 2-3 of the RFP, memorialized in our work plan and cost proposal above. Below we summarize each team member's main responsibilities during the project.

Team Member	Title	Main Responsibilities
Margot Thistle	Project Manager	<ul style="list-style-type: none"> • QHP Bulletin • QHP Kickoff • Weekly Carrier Meetings • Manage QHP Review
Lisa Kaplan Howe	Consultant	<ul style="list-style-type: none"> • Review of Federal Regulations • Premium Assistance Program
Blair Kennedy	Consultant	<ul style="list-style-type: none"> • QHP Review • Network Adequacy Review and Presentation
Robert Riso	Business Analyst	<ul style="list-style-type: none"> • QHP Support • Network Adequacy Support • Plan Compare Creation

V. APPENDIX

a. PY 2017 QHP Timeline



b. Qualifications

CONNECTION TO RFP

- Experience with review of QHPs, the operation of the FFM and state Medicaid expansion programs.
- ✓ High technical skill for review and analysis of health plans and examination of network adequacy requirements.
- ✓ Ability to assess current workflows tools and standards of health plan management and incorporate changes into current structure:
- Experience in training and educating of staff
- Knowledge of health insurance regulations plan management review, CMS QHPs Templates and Tools, New Hampshire insurance laws, the ACA and health insurance benefit designs
- ✓ Knowledge and experience with SERFF
- Demonstrated ability to work with industry and regulatory personnel to achieve insurance industry regulation in New Hampshire

**DEPARTMENT OF INSURANCE,
STATE OF NEW HAMPSHIRE
PLAN MANAGEMENT CONSULTANTS**

FEBRUARY 2013 – PRESENT

SCOPE

PCG is currently contracted to support the New Hampshire Insurance Department's efforts to design, develop, and implement processes to certify and monitor qualified health plans (QHPs) participating in the state's Federally-Facilitated Marketplace. Planning stages of this engagement included compiling of review processes needed to certify QHPs for offering in the state. These processes were then overlaid upon the Department's existing organizational capacity to integrate Affordable Care Act (ACA) compliant reviews into department operations.

PCG provides onsite support during implementation phases of this formal trainings on performance of necessary review processes. Additionally, PCG augments NHID staff capacity with technical QHP review operations and has developed tools used to inventory review requirements and track overall project completion. Project progress, milestones, risks, and necessary policy decisions are presented to the Department's Health Care Reform Meeting on a weekly basis.

PCG now serves as a trusted advisor in the State relating to ongoing plan management issues, including the certification requirements for off-Exchange plans, federal grant compliance and reporting, and policy considerations for future plan years.

KEY ACHIEVEMENTS

- Medical and dental certification recommendations for three consecutive certification periods
- five-fold increase in carrier applications

CONTINUITY OF CARE CONSULTANTS

MAY 2014 – PRESENT

SCOPE

PCG is currently contracted to support the New Hampshire Insurance Department with planning and implementing the state's version of Medicaid expansion. This expansion is unique to the rest of the country and will be implemented in phases. For example, the first phase involved State Plan Amendments that commenced expansion under standard Medicaid rules. However, beginning in 2016, the expansion will operate as an 1115 waiver that leverages Marketplace QHPs as the Medicaid delivery system.

PCG has helped New Hampshire plan to transition the expansion population from the State Plan to the waiver program, from Managed Care Organizations (MCOs) to QHPs. Our project team in New Hampshire brought project management skills, subject matter expertise, legal knowledge, and

prior involvements on maneuvering the 1115 waiver process.

KEY ACHIEVEMENTS

- Provided carrier integration guidance for MCOs entering the commercial market, including navigating the form and rate review process, and compliance with state and federal law;
- In conjunction with actuarial partners created a required model premium assistance program plan offering all issuers intending to operate on the NH marketplace filed for 2016;
- Successfully obtained federal approval of waiver as well as QHP offerings for expansion population.

CONNECTION TO RFP

- ✓ *Expenience with review of QHPs, the operation of the FFM and state Medicaid expansion programs:*
- *High technical skill for review and analysis of health plans and examination of network adequacy requirements:*
- *Ability to assess current workflows, tools and standards of health plan management and incorporate changes into current structure.*
- ✓ *Expenience in training and educating of staff,*
- ✓ *Knowledge of health insurance regulations, plan management review, CMS QHPs Templates and Tools, the ACA, and health insurance benefit designs*
- *Knowledge and expenience with SERFF*

**INSURANCE DEPARTMENT,
STATE OF ARKANSAS**
HEALTH INSURANCE MARKETPLACE PLAN MANAGEMENT
APRIL 2012 – PRESENT

SCOPE

The Arkansas Insurance Department (AID) contracted with PCG to develop Arkansas guidelines and requirements relating to Qualified Health Plan (QHP) certification and subsequent activities such as network adequacy processes and review, recertification, decertification, interaction with the Private Option Medicaid expansion and development of plan quality metrics.

KEY ACHIEVEMENTS

- Development of issue briefs for the Plan Management Advisory Committee and Partnership Marketplace Steering;
- Process development for certifying/recertifying/monitoring QHPs including network adequacy, in concurrence with federal standards;
- Approach and processes for ensuring QHPs include all services required by Arkansas's EHB benchmark plan;
- Methodologies employed for QHP quality rating determinations;
- Approach and plan development for solicitation of health plan submission;
- Recommendations on strategies for plan selection (active purchaser vs. open market);
- Development of the application for health plan submission;
- Development of the QHP evaluation methodology, to include enrollee satisfaction and monitoring of complaints and appeals;
- Timelines and criteria development for QHP certification;
- Development of materials to instruct issuers regarding the processes employed by the Department for health plan certification and QHP monitoring;
- Development of processes and the underlying requirements necessary to evaluate QHP's ability to support delivery of quality healthcare;
- Development of processes and requirements necessary for QHPs to report on their efforts to ensure quality healthcare is being delivered and their on-going quality improvement processes, including for

pediatric populations;

- QHP rating system to include process, outcome, financial, market conduct, quality assurance and quality improvement criteria for individual and SHOP plans; and
- Development of processes and materials necessary for the education of consumers and small businesses about QHPs and the quality ratings associated with the plans.

CONNECTION TO RFP

- ✓ Experience with review of QHPs and the operation of the FFM.
- ✓ High technical skill for review and analysis of health plans and examination of network adequacy requirements
- ✓ Ability to assess current workflows, tools and standards of health plan management and incorporate changes into current structure.
- ✓ Experience in training and educating of staff
- ✓ Knowledge of health insurance regulations, plan management, review, CMS QHPs Templates and Tools the ACA, and health insurance benefit designs
- ✓ Knowledge and experience with SERFF

DEPARTMENT OF HEALTH AND SOCIAL SERVICES/DEPARTMENT OF INSURANCE, STATE OF DELAWARE
HEALTH INSURANCE MARKETPLACE PLAN MANAGEMENT
APRIL 2011 – PRESENT

SCOPE

PCG is providing specialized expertise in the planning, design, development, and implementation of Delaware's Health Insurance Marketplace and is serving as the state's "one-stop shop" for all relevant subject matter expertise. A key component of this work is leading the plan management work stream, including the review of QHP network adequacy.

KEY ACHIEVEMENTS

- Provides Affordable Care Act (ACA) subject matter and business process expertise to the Delaware Department of Insurance for all Plan Management (PM)-related Marketplace activities;
- Conducts federal and state regulatory analysis and work with state leaders to develop a variety of Marketplace policies, including the State standards for Qualified Health Plans (QHPs);
- Development of Plan Management operational guidelines, processes, templates and other tools to support rigorous end-to-end compliance reviews;
- Provides QHP monitoring and Issuer Oversight;
- Detailed, integrated work plan that identifies the work breakdown structure of tasks, timelines, dependencies, milestones, deliverables and resources needed to accomplish the work;
- Identifies and manages project issues and risks and escalates them to the Delaware Health Insurance Marketplace Steering Committee as necessary for review and resolution

c. Resumes

MARGOT THISTLE, ESQ.

SENIOR CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

RELEVANT PROJECT EXPERIENCE

New Hampshire Insurance Department, State of New Hampshire

Plan Management Consulting (December 2013 – Present): Project Manager

Project: Manage PCG's Plan Management consulting work (over 1 million dollar budget project) with the NHID and oversee the required State Partnership Health Insurance Marketplace functions. Currently working with the Division of Compliance and Consumer Services to evaluate existing workflows, provide policy recommendations on regulation of QHPs, and technical training and staff augmentation when needed to complete certification of QHP's.

New Hampshire Insurance Department, State of New Hampshire

Continuity of Coverage Consulting (February 2014 – Present): Project Manager

Project: Work stream lead on the integration of Medicaid enrollees into the commercial insurance marketplace, including legal and policy consulting on the drafting of 1115 Premium Assistance Waiver and potential 1332 State Innovation Waiver. Serving as technical advisor for integration of commercial products onto current state Medicaid eligibility and enrollment portal. Additionally, conducting impact analysis of the department and undergoing change management activities in advance of the 1115 and 1332 waiver submissions.

Health Policy Commission, State of Massachusetts

Community Hospital Survey (November 2014 – April 2015): Policy and Regulatory Project Lead

Project: Providing expertise and recommendations on community hospitals capacity, the community need, care delivery, payment models, and barriers to transformation for the Massachusetts Health Policy Commission. Our qualitative analysis includes strategies to support structural transformation of community hospitals to inform policy initiatives and to facilitate hospital strategic planning and engagement in transformation. Additionally, PCG is tasked with an analysis of acute care supply and identification of opportunities to support community hospitals' alignment of services with community needs and to support public and private sector health resource planning and investment.

Ohio Department of Insurance, State of Ohio

Plan Management Consulting (June 2014): Subject Matter Expert

Project: Authored a paper for the Department of Insurance outlining Plan Management best practices. Our best practices included lessons learned in other states, regulatory analysis and policy recommendations for the 2015 plan management review and approval process.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA

Month Year – Present

Department of Financial Regulation, State of Vermont, Montpelier, VT

May 2012 – November 2013

Senate Committee on Ways and Means, State of Massachusetts, Boston, MA November
2005 – August 2007

EDUCATION

New England School of Law, Boston, MA
Juris Doctor, 2010

Tufts University, Medford, MA
Bachelor of Arts, Concentration, 2004

CERTIFICATIONS

Massachusetts Bar, 2010

LISA KAPLAN HOWE

SENIOR ADVISOR AT PUBLIC CONSULTING GROUP, INC.

RELEVANT PROJECT EXPERIENCE

New Hampshire Insurance Department, State of New Hampshire

Project Name (July 2014 – Present): Medicaid Expansion Policy Specialist

Project: Providing legal and policy advising services related to New Hampshire's Premium Assistance Title XIX Section 1115 waiver demonstration project designed to cover the state's newly eligible MAGI population through a premium assistance program allowing the purchasing of a Marketplace Qualified Health Plan using Medicaid funds.

Ms. Kaplan Howe: Work includes legal research and analysis, providing strategic guidance and technical assistance, facilitating decision-making and participating in external discussions.

Massachusetts Health Policy Commission, State of Massachusetts

Project Name (November 2014 – Present): Health Policy Specialist

Project: Providing policy analysis aimed at identifying barriers to, and strategies to advance, structural transformation in community and policy initiatives to facilitate hospital strategic planning and transformation.

Ms. Kaplan Howe: Work includes legal research and analysis, identifying policy needs and opportunities and drafting materials.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA

July 2014 – Present

New Hampshire Voices for Health, Concord, NH

November 2008 – March 2011

Health Care for All, Boston, MA

October 2006 – December 2008

Ropes & Gray, LLP, Boston, MA
2006

September 2005 – October

Rosenfeld & Rafik, P.C., Boston, MA
2002

June 2000 – July

EDUCATION

New York University School of Law, New York, New York
Juris Doctor, 2005

Tufts University, Medford, MA
Bachelor of Arts, Concentration, 2000

CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS

- New Hampshire Bar, 2005
- Massachusetts Bar, 2005

BLAIR KENNEDY

CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

RELEVANT PROJECT EXPERIENCE

New Hampshire Insurance Department, State of New Hampshire

Continuity of Coverage Consulting (September 2014 – Present): Business Analyst

Project: Integration of Medicaid enrollees into the commercial insurance marketplace, including policy consulting on the drafting of 1115 Premium Assistance Waiver and potential 1332 State Innovation Waiver.

Ms. Kennedy: Supported the work stream lead on integration of Medicaid enrollees. Supported impact analysis of the department and undergoing change management activities in advance of and after the 1115 and 1332 waiver submissions.

New Hampshire Insurance Department, State of New Hampshire

State Partnership Plan Management Consulting (September 2014 – Present): Business Analyst

Project: Provide policy and operational consulting to assist review and certification of qualified health plans (QHP) offered on the Marketplace.

Ms. Kennedy: Coordinated with NHID to enhance review capacity during plan review period, including provision of regulatory clarifications and legal citations for communication with issuers. Developed project management and progress tracking tools for regular reporting to NHID leadership, including a comprehensive plan compare for all plans on the 2015 Individual and SHOP marketplaces.

Arkansas Insurance Department, State of Arkansas

State Partnership Marketplace Quality Consulting (November 2013 – Present): Business Analyst

Project: Provide the AID with strategic guidance and operational support related to incorporating QHP carrier specific quality metrics into consumer facing media and facilitate stakeholder engagement related to this quality initiative.

Ms. Kennedy: assisted the AID in developing a state-specific quality reporting pilot by identifying priority areas, convening stakeholder groups to gather consensus, and assessing the technical landscape required for data collection and implementation.

Arkansas Insurance Department, State of Arkansas

State Partnership Plan Management Consulting (November 2013 – September 2014):
Business Analyst

Project: Provide policy and operational consulting to assist review and certification of qualified health plans (QHPs) offered on the Marketplace, including the new Medicaid expansion population called the "Private Option."

Ms. Kennedy: Document updated plan management processes within a Policies and Procedures manual. Advise on interpretation and clarification of ACA policies applied to QHPs. Provide support in technical QHP review requirements, including special considerations of the Medicaid expansion population integrated into QHPs. Support QHP policy briefs and QHP policy discussions in stakeholder committees, including topics such as Network adequacy standards and the Essential Health Benefits package. On an ongoing basis, draft policy reports and issue briefs. Support other communications as needed.

Jackson Hewitt, Nashville, Tennessee

Affordable Care Act Consulting (October 2014 – December 2014): Business Analyst

Project: Provide consulting services related to the Affordable Care Act and state health care reform activities to assist Jackson Hewitt in meeting its strategic business initiatives related to these areas. *Ms. Kennedy:* Assist in producing deliverables including a white paper on the exemption process for all exemptions from the shared responsibility payment (including the exemption for people ineligible for Medicaid because their state didn't expand Medicaid under the Affordable Care Act) as well as ad hoc consulting on the marketplace processes in place for dissemination of form 1095A to consumers.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA
Present

November 2013 –

Commonwealth of Massachusetts, Boston, MA
2013

December 2011 – November

EDUCATION

Colby College, Waterville, ME
Bachelor of Arts in Political Science, 2011

SOFTWARE PROFICIENCY

- SERFF Plan Management Web Tool
- Tableau

ROBERT RISO

BUSINESS ANALYST AT PUBLIC CONSULTING GROUP, INC.

RELEVANT PROJECT EXPERIENCE

New Hampshire Health Plan, State of New Hampshire

Health Insurance Marketplace Consumer Assistance (August 2014 – Present): Business Analyst

Project: Assist the New Hampshire Health Plan with execution of a multi-faceted consumer assistance campaign consisting of in-person assistance and outreach and education efforts targeting consumers eligible for Marketplace plans.

Mr. Riso: Provide oversight and support for the Marketplace Assister and Outreach and Education programs, including consistently tracking measurable outcomes and all available sources of feedback. Assisted with project financial oversight through budgeting and financial reporting for the current grant cycle as well as aiding with the application of an additional grant to extend the project through additional year.

Health Policy Commission, State of State of Massachusetts

Health System Strategy and Analysis Consulting (September 2014 – Present): Business Analyst

Project: Identify and quantify key gaps between community need and the capacity of community hospitals to meet that need now and into the future.

Mr. Riso: Assist in relevant research and data gathering, including identifying all of the Commonwealth's hospitals and analyzing their financial performance. Aid in the preparation and execution of interviews with key personnel in the industry to gain relevant insight on the state of community hospitals in Massachusetts.

Department of Mental Health, State of Massachusetts

Analytical Services for Privatization Analysis of DMH Emergency Service Programs (April 2015 – Present): Business Analyst

Project: Ensure that the state meets all of Chapter 296 of the Capital Acts of 1993 (The "Privatization Law") for the DMH Southeast Area.

Mr. Riso: Audit the ESPs at each of the three facilities and prepare a cost analysis to identify potential inefficiencies in operations. Assist in the preparation of the management study of the in-house organization to determine the most cost efficient manner of providing the services.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA

August 2014 – Present

EDUCATION

University of Michigan, Ann Arbor, MI

Bachelor of Business Administration, 2014

CERTIFICATIONS/PUBLICATIONS/SPECIAL SKILLS

Proficient in Tableau Software

Completed fundamentals course in SAS Visual Analytics Software

STATE OF NEW HAMPSHIRE
PLAN MANAGEMENT CONSULTANTS: 2017 QHP REVIEW
Amended
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (NHID) is requesting proposals for a contractor to provide plan management assistance to the NHID, in connection with the federally-facilitated Health Insurance Marketplace (FFM) being operated for New Hampshire by the federal government, in partnership with the state. The NHID seeks technical assistance related to the ongoing plan management partnership operations during the final month of calendar year 2015 and through calendar year 2016 for the review of the 2017 Qualified Health Plans (QHPs). In addition, the contractor will be expected to assist with increasing NHID capacity, to the extent needed, as the NHID transitions to performing most plan management functions through in-house staff. During critical QHP review and carrier consultation timeframes, the contractor shall be provided temporary office space at the NHID, including workstations and support for such functions as copying and transfer of files.

Pending Fiscal Committee and Governor and Executive Council approval, it is anticipated the services under this contract will begin in early December 2015 and extend through December 31, 2016.

GENERAL INFORMATION/INSTRUCTIONS

The contractor is expected to use its experience in aspects of Plan Management to provide technical assistance to the NHID to support the certification process for the 2017 QHPs as described under the federal Patient Protection and Affordable Care Act (ACA), in conjunction with the federal Centers for Medicare and Medicaid Services (CMS).

The NHID is seeking proposals from individual contractors or firms with a desire to provide services as described below. The NHID is open to a mix of on-site and off-site project work although we expect that during certain critical periods of the project, a majority of the tasks will require the work to be done on-site.

Electronic proposals will be received until 4 pm local time, on November 4, 2015, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "Plan Management Consultant Services Amended RFP for 2017 QHPs."

Proposals should be prepared simply and economically, providing a straightforward, concise description of bidder capabilities that satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

A successful proposal must include all of the objectives outlined in this RFP including a detailed timeline. Also, please see the attached Submission Check-Off list.

SERVICES REQUESTED

The contractor is expected to support the NHID in its review and regulation of the 2017 QHPs, consistent with the plan management function performed by the NHID in conjunction with New Hampshire's partnership marketplace. The contractor(s) will work with the NHID's Division of Compliance and Consumer Services to support certification and regulation of QHPs by providing technical assistance and an increased capacity for achieving the milestones required of a plan management partnership Marketplace and assuring compliance with established federal and state laws and regulations.

The Contractor shall assist the NHID in performing the following functions or tasks:

1. Monitoring CMS issuance of new federal regulations and guidance documents related to QHPs and FFM operations, and promptly creating summaries for NHID use;
2. Assisting with the preparation and review of QHP-related bulletins including the NHID's annual bulletin outlining QHP filing requirements, consistent with CMS guidance and the annual CMS Letter to Issuers in the FFM;
3. Evaluating and updating as necessary existing NHID QHP review workflows, resources, production standards and tools, including
 - a. Evaluating and updating as necessary existing NHID Compliance and Consumer Services Policies and Procedures;
 - b. To the extent necessary based on revised or updated CMS standards, creating an implementation plan with new workflows, production standards and tools to support certification and regulation of QHPs, including
 - i. Implementing of new tools and standards;
 - ii. Implementing revised or new plan management processes and workflows;
4. Providing technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff and Weekly Meetings;
5. Updating QHP-related documents and, to the extent necessary, creating new documents as needed in response to regulatory changes, including, but not limited to the following documents:
 - a. Network Adequacy (NA) Data Templates, including the following New Hampshire-specific documents:
 - i. NA Data Set for those carriers with fewer than 1000 covered lives
 - ii. Instructions for NA including producing state specific attestations
 - iii. NA Summary and Supplemental Response Documents
 - b. Filing Checklist for Individual and Group both On and Off the FFM
 - c. Filing Checklist for Dental Plans
 - d. CMS Tools Compliance Attestation Document
 - e. Advertisement Attestation
 - f. Master List of Filing Documents
6. Supporting NHID staff in continuing to integrate state network adequacy requirements with evolving ACA requirements, identifying provider and service area requirements to meet QHP standards, including:

- a. Providing support in collecting, examining and maintaining all network templates and supporting documentation from the National Association of Insurance Commissioners' System for Electronic Rate and Form Filing (SERFF) system;
 - b. Updating and assisting NHID in maintaining tracking tool to monitor each issuer's progress towards compliance with the network standards tracking compliance with:
 - i. Proper documentation
 - ii. Essential Community Provider (ECP) standards
 - iii. Online provider directory standards
 - iv. Provider contracts and geographical accessibility standards;
 - c. Providing technical assistance to NHID staff as they provide network adequacy standards guidance to issuers to assure adequate coverage for all residents; and
 - d. Supporting NHID staff in complying with New Hampshire's requirement for public information sessions on the carriers' proposed marketplace networks prior to open enrollment;
7. Creating a plan compare document showing all individual and small group plans offered via the FFM; and
8. Providing training and guidance to Department staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions.

BACKGROUND INFORMATION

The NHID's Division of Compliance and Consumer Services bears primary operational responsibility for the plan management function and will work most closely with the contractor providing these services. The NHID currently accepts rate and file forms using the SERFF system, an essential tool of the NHID.

The 2016 NH Marketplace is projected to offer plans underwritten by 5 carriers in the individual market, with 4 carriers for small businesses and 4 dental carriers. During calendar year 2016, New Hampshire's Medicaid expansion population will receive coverage through QHPs, as part of the Marketplace Premium Assistance Program. See NH RSA 126-A:5, XXV.

For additional information on the number of carriers and plans offered in the NH Marketplace for Calendar Years 2014, 2015 and 2016 as well as key dates for 2016 Marketplace Plan Review, please review the 2016 NHID Public Information Release Marketplace Issuer Networks document available on the NHID website at:

http://www.nh.gov/insurance/lah/documents/nhid_nwdata_pres.pdf

The NHID periodically issues bulletins on subjects relating to QHP review. In particular, it may be helpful to review Bulletin INS-15-012-AB available on the NHID website at:
http://www.nh.gov/insurance/media/bulletins/2015/documents/ins_15-012-ab.pdf

Also, an index of bulletins issued by NH is available at:
<http://www.nh.gov/insurance/media/bulletins/2015/index.htm>

EVALUATION OF BID PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

- (A) General. An evaluation team will judge the potential contractor capabilities and appropriateness for the services to the NHID.

Officials responsible for the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications.

Failure of the applicant to provide in its proposal all information requested in this request for proposals may result in disqualification of the proposal.

- (B) Specific. A comparative scoring process will measure the degree to which each proposal meets the following criteria:

(1) Specific skills needed for completing the following tasks:

- a) At least five years of experience in the area of insurance regulatory compliance and/or examination, including at least one year of experience relating to the review of QHPs, the operation of the FFM and state Medicaid expansion programs;
- b) High technical skill for review and analysis of health plans and/or high technical skill for examination of network adequacy requirements;
- c) Ability to maintain productivity standards and quality standards set by NHID;
- d) Ability to make decisions based on relevant facts, findings, federal and state laws, regulations and bulletins.
- e) Ability to meet timelines and coordinate effectively with NHID staff;
- f) 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;
- g) Experience in training and educating of staff; and
- h) Proven written and oral communication skills.

40 percent

- (2) General qualifications and related experience of the contractor. Knowledge of health insurance regulations, plan management review, CMS QHPs Templates and Tools, New Hampshire insurance laws, the ACA, and health insurance benefit designs. Knowledge or experience with the National Association of Insurance Commissioners' System for Electronic Rate and Form Filing (SERFF) system is essential. 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. The proposal must include a summary of experience, including current curriculum vitae.

30 percent

- (3) Derivation of cost for the Contractor time. The proposal must include the hourly or daily rate for each person working on the project, an estimate of the amount of time each person might be expected to expend on the project, and the number of days, if any, each person is expected to be in attendance at the NHID during critical implementation dates. The proposal shall also specify for what time period each person will be available to the NHID, including the start date and end date in relation to the project timeline.

Amounts for any material expenses related to performing the work (e.g. specialized computer hardware or software) and any expected out-of-pocket or travel expenses must be included within this not-to-exceed budget. No additional payments or benefits, other than payment for services included in the proposal consistent with this RFP, shall be provided by the NHID under the contract.

The review committee will evaluate proposals based on the value of the contracted staff assigned, their expected efficiency levels, and the not-to-exceed limit, as that amount will be used in the state contract with the Contractor. The response required pursuant to this part shall be sufficiently detailed to create a general expectation of the staff and the contractor's ability to complete the project within the proposal's anticipated costs and specific timeline.

30 percent

- (C) Conflict of Interest. The applicant shall disclose any actual or potential conflicts of interest.

(D) Other Information.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being October 28, 2015 at noon. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include in the subject line: "Plan Management Consultant Services Amended RFP for 2017 QHPs."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website: www.nh.gov/insurance, by October 30, 2015.

Potential contractors may be interviewed by the evaluation team of the NHID.

The successful bidder or bidders will be required to execute a state of New Hampshire Contract. A form P-37 contains the general conditions as required by state of New Hampshire purchasing policies and the Department of Administrative Services. Although this standard contract can be modified slightly by mutual agreement between the successful bidder and the New Hampshire Insurance Department, all bidders are expected to accept the terms as presented in this RFP. Any required modifications to the P-37 must be explicitly stated in the proposal. The contract award will be contingent on the availability of necessary funds.

All proposals will be publicly opened at the above stated date and time. Proposals received after the above date and time will not be considered. The state reserves the right to reject any or all proposals.

The NHID plans to seek Governor and Council approval of the contract in November 2015. NHID will need to obtain all necessary documentation for the state contract approval from the winning bidder in an expedient manner in order to meet the contract closing date.

Bidders should be aware that New Hampshire's transparency law, RSA 9-F, requires that state contracts entered into as a result of requests for proposal such as this be accessible to the public online. Caution should be used when submitting a response so that trade secrets, social security numbers, home addresses and other personal information are not included.

STATE OF NEW HAMPSHIRE
PLAN MANAGEMENT CONSULTANTS: 2017 QHP REVIEW
SUBMISSION CHECK-OFF LIST

A successful proposal will include:

- ___ name and contact information of the person(s) we should contact should we have questions
- ___ a narrative addressing all of the objectives outlined in this RFP
- ___ a detailed project timeline for the full term of the project
- ___ a clearly labeled “Not-to-Exceed” limit amount
- ___ name and role of every person working on the project
- ___ derivation of cost for the Contractor including:
 - ___ hourly or daily rate for each person working on the project
 - ___ an estimate of the amount of time each person might be expected to expend on the project
 - ___ the number of days, if any, each person is expected to be in attendance at the NHID during critical implementation dates
 - ___ what period each person will be available to NHID, including start date and end date in relation to the project timeline

**Public Consulting Group, Inc.
Plan Management Consultants: 2017 QHP Review**

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated November 4, 2015, not to exceed the total contract price of \$249,840. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

**Public Consulting Group, Inc.
Plan Management Consultants: 2017 QHP Review**

Exhibit C

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

As a contractor for the New Hampshire Insurance Department (Department) you may be provided with information and/or documents that are expressly or impliedly confidential. All contractors are required to maintain such information and documents in strict confidence at all times. Disclosure, either written or verbal, of any confidential information and documents to any entity or person, who is not in a confidential relationship to the particular information or documents will result in termination of your firm's services

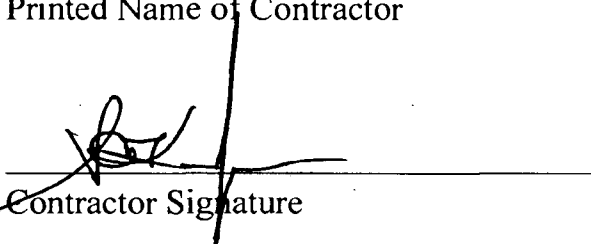
The undersigned acknowledges she or he understands the foregoing and agrees to maintain all confidential information in strict confidence at all times. The undersigned further acknowledges that if she or he is unsure of whether or not particular information or documents are confidential, it is the undersigned's responsibility to consult with the appropriate Department personnel prior to any disclosure of any information or document.

Public Consulting Group, Inc.

Printed Name of Contractor

11-13-15

Date


Contractor Signature

Public Consulting Group, Inc.
Plan Management Consultants: 2017 QHP Review

Acknowledgement of Confidentiality - NAIC Data and Data Systems

I, Stuart Kaufman, duly authorized to sign on behalf of Public Consulting Group ("Contractor"), hereby acknowledge the following:

Contractor is entering into an Agreement to perform certain services to assist the New Hampshire Insurance Department ("NHID") to implement a plan management health exchange, upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified therein.

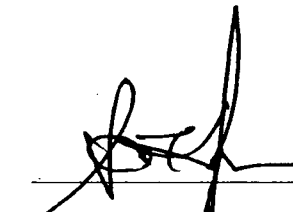
Section 9 of the General Provisions of the Agreement requires that Contractor maintain the confidentiality of, among other things, data and data systems to which it has access in order to perform the tasks specified in the Agreement.

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.

Signed this 13 day of NOVEMBER 2015 by


_____, for
PUBLIC CONSULTING
GROUP, INC.

State of New Hampshire

Department of State

CERTIFICATE

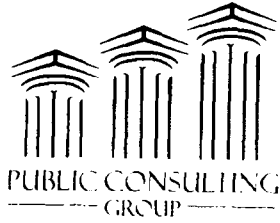
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC CONSULTING GROUP, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on January 30, 1987. I further certify that all fees and annual reports required 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 10th day of November, A.D. 2015

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

William M. Gardner
Secretary of State



RECEIVED BY
NH INSURANCE DEPT

Public Focus. Proven Results.™

DEC 01 2015

CORPORATE RESOLUTION

The undersigned Stephen Skinner, Secretary/Clerk 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. and that such resolution has not been amended or modified and continues to be in full force and effect as of this date:

Resolved: The execution of the contract with the State of New Hampshire Insurance Department and related documents by the Chief Corporate Counsel and Compliance Office, Stuart Kaufman, on November 13, 2013 is hereby ratified and confirmed and the Corporation is bound by the terms of the contract and related documents as executed. The Chief Corporate Counsel and Compliance Officer is authorized in his discretion to sign such additional documents or amendments as he may deem advisable in furtherance of the execution and performance of the contract and his signature shall be conclusive evidence of his authority to bind the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 30th day of November, 2015.

Stephen Skinner
Secretary/Clerk

NOV 12 2015

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Stuart Kaufman, Assistant Secretary of the
(Corporation Representative Name) (Corporation Representative Title)

Public Consulting Group, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Assistant Secretary of the
(Corporation Representative Title)

Public Consulting Group, Inc., a Massachusetts corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

5th day of May, 2015, which meeting was duly held in accordance with

Massachusetts law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire Insurance Department, providing for the performance by the Corporation of certain Plan Management Consulting services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

William Mosakowski President Name

Tony Brown Vice President Name

Dan Heaney Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary
(Title)

of the Corporation and have affixed its corporate seal this 10th day of November, 2015.

Assistant Secretary
(Title) 

(Seal)

STATE OF Massachusetts
COUNTY OF Suffolk

On this the 10th day of Nov, 2015, before me, Kathryn F Vassallo, the undersigned officer, personally appeared Stuart Kaufman, who acknowledge her/himself to be the

he of Public Consulting Group, a corporation, and that
she/he, as
(Title) (Name of Corporation)

such Assistant Secretary being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as
Public Consulting Group

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Kathryn F Vassallo
Notary Public/Justice of the Peace

My Commission expires: JUNE 10, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2015

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).

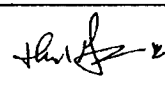
PRODUCER TGA Cross Insurance, Inc. 401 Edgewater Place, Suite 220 Wakefield, MA 01880 www.tgacross.com	CONTACT NAME: TGA Cross Insurance, Inc. PHONE (A/C, No, Ext): 781-914-1000 FAX (A/C, No): 781-246-2601 E-MAIL ADDRESS: switchboard@tgacross.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Executive Risk Indemnity Inc</td> <td>35181</td> </tr> <tr> <td>INSURER B: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Executive Risk Indemnity Inc	35181	INSURER B: Great Northern Insurance Company	20303	INSURER C: Federal Insurance Company	20281	INSURER D:		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 27519568** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35855036	2/18/2015	2/18/2016	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
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73540440	2/18/2015	2/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A		79852604	2/18/2015	2/18/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	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	2/18/2015	2/18/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made		68023824 Retro Date: 2/27/1997	2/18/2015	2/18/2016	Each Claim/Aggregate: 5,000,000 Deductible: 100,000

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

CERTIFICATE HOLDER New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Thomas I Gregory 

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.

NH Insurance Dept.
The State

Alexander K. Feldvebel
Signature of Authorized Representative

Alexander K. Feldvebel
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

11/17/15
Date

Public Consulting Group
Name of the Contractor

[Signature]
Signature of Authorized Representative

Stuart Kaufman
Name of Authorized Representative

Chief Corporate Counsel & Compliance Officer
Title of Authorized Representative

November 13, 2015
Date