



**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

18 mac

June 23, 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 contract with Public Consulting Group, Inc. (Vendor # 161843) of Boston, MA, in the amount of \$49,770, for consulting services effective upon Governor and Council approval through March 31, 2017. 100% Other Funds.

The funding is available in account Department of Insurance Administration – Other Funds, as follows, for Fiscal Year 2017:

**Department of Insurance Administration – Other Funds**

	<u>FY2017</u>
02-24-24-240010-25200000-046-500464    Consultants	\$49,770

**EXPLANATION**

This contract is requested so the Department will be able to perform research and develop a standard prescription drug prior authorization form as defined in House Bill (HB) 1608 and to complete the work within the timeframe contemplated in HB 1608.

The Contractor shall be responsible for soliciting input from interested stakeholders, researching similar rules, forms, and criteria that exist or are under development in other states, developing a uniform preauthorization form for prescription drugs, in both paper and electronic formats, drafting the administrative rules, and assisting the NHID during the statutory rulemaking process in a manner that will enable the agency to adopt the rule on or before March 31, 2017.

The Request for Proposal was posted on the Department's website May 13, 2016 and sent to past bidders for Department contract work and companies doing work in this field. Two bids were received. The bids were 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. proposal as responsive and cost effective to the Request for Proposals (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,

A handwritten signature in black ink, appearing to read 'RAS', written over a horizontal line.

Roger A. Sevigny

**2016-Uniform Prior Authorization Form for RX -  
PROPOSALS EVALUATIONS**

Evaluation Committee members: Tyler Brannen, Alain Couture, Jennifer Patterson, Maureen Mustard, Martha McLeod

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

On June 15, 2016 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	Specific Skills (30% or points)	General Qualifications and Related Experience (20% or points)	PLAN OF WORK (25% or points)	Bid Price- BUDGET AMOUNT	COST (25% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
<b>2016-Uniform Prior Authorization Form for RX</b>								
PCG	25.00%	15.00%	22.50%	\$49,770	24.86%	87.36%	62.50%	
Louis Karno & Company LLC	12.50%	10.50%	18.50%	\$49,500	25.00%	66.50%	41.50%	

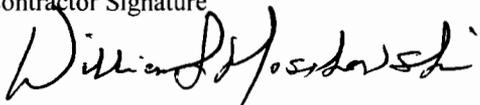
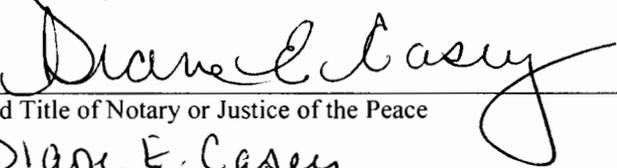
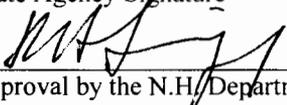
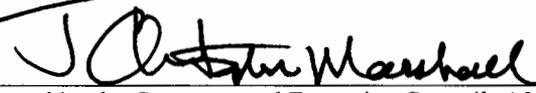
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

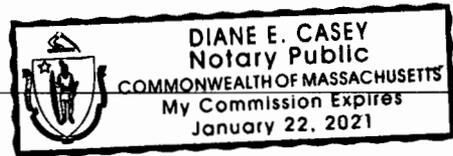
**AGREEMENT**

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 S. Fruit Street, Concord, NH 03301	
1.3 Contractor Name Public Consulting Group, Inc		1.4 Contractor Address 148 State Street, Tenth Floor, Boston, MA 02109	
1.5 Contractor Phone Number 617-426-2026	1.6 Account Number 02-24-24-240010-25200000-046-500464	1.7 Completion Date March 31, 2017	1.8 Price Limitation \$49,770
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William S. Mosakowski, President & CEO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>June 21, 2016</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 Diane E. Casey			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory ROGER SPIDARY Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>JUNE 29, 2016</u>			
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

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.

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

## **2016-Uniform Prior Authorization Form for RX**

### **Exhibit A**

### **Scope of Services**

The consultant's primary responsibility will be to assist the NHID to create a uniform preauthorization form for prescription drugs and adopt rules pursuant to RSA 541-A specifying the contents and format of the uniform prior authorization forms in both paper and electronic versions. Specific tasks include:

- Facilitate in-person, a minimum of two work group meetings to solicit input from interested stakeholders, including but not limited to prescribers, pharmacists, carriers and prescription benefit managers.
- Research similar rules, forms, and criteria that exist or are under development in other states.
- Provide NHID with a summary of research and stakeholder input by September 1, 2016.
- Develop recommendations for New Hampshire's form that take into account both stakeholder input and nationally recognized standards for electronic prior authorization of prescription drugs, including those provided by the National Council for Prescription Drug Programs.
- Develop a uniform preauthorization form for prescription drugs, in both paper and electronic formats, consistent with the requirements stated in HB 1608.
- Provide NHID with a draft of the administrative rules and a proposed form by October 1, 2016.
- Assist the NHID during the statutory rulemaking process in a manner that will enable the agency to adopt the rule on or before March 31, 2017, including assisting with public hearings and making additional revisions that may be necessary based on stakeholder and JLCAR input during the rulemaking process.
- The Consultant shall performed all other tasks as described in the 2016-Uniform Prior Authorization Form for RX RFP (attached) and the Bid response (attached) which are incorporated by this reference.



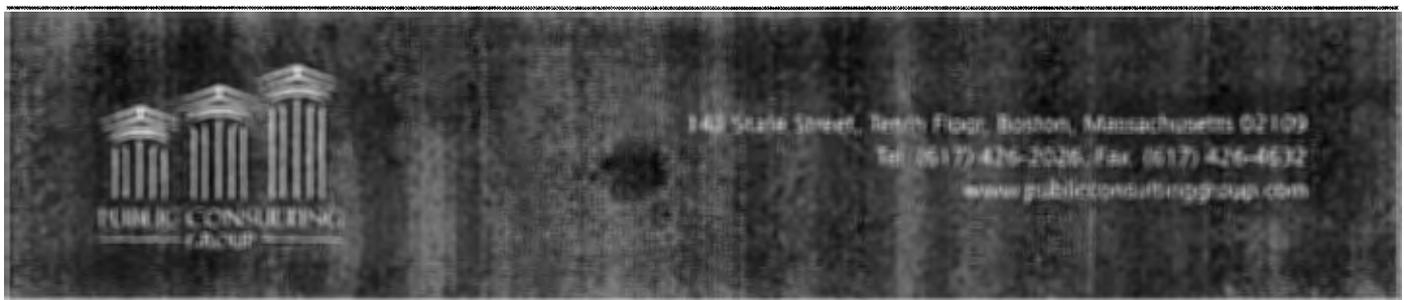
# State of New Hampshire New Hampshire Insurance Department

Uniform Prior Authorization Form for RX

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June 10, 2016

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





Public Focus. Proven Results.™

June 10<sup>th</sup>, 2016

Alain Couture  
Health Reform Coordinator  
New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, New Hampshire, 03301

Dear Mr. Couture:

Public Consulting Group, Inc. (PCG) is pleased to present a response to the Insurance Department's request for proposal entitled *2016 – Uniform Prior Authorization Form for RX*.

PCG has valued our ongoing working relationship with NHID for over three years. Since March 2013, PCG has been contracted to provide assistance to NHID related to State Partnership Plan Management implementation and operations. Our work to develop and implement standards and a process for reviewing Qualified Health Plans in the state as well as our work with NHID related to continuity of coverage has included research and analysis such as looking to relevant experiences in other states, internal and external communications of technical issues in an accessible manner, and assisting with drafting subregulatory guidance. As part of this work, we also had the opportunity to assist in NHID's work to redraft its external review form.

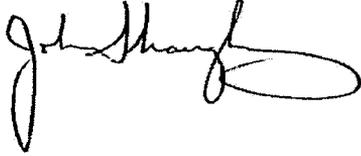
In addition to demonstrating skills that are directly applicable to your efforts to develop a prescription drug uniform prior authorization form, our ongoing work in New Hampshire has provided us with extensive grounding in commercial health insurance. We also have a strong familiarity and relationships with relevant stakeholders in the state as a result of our interaction with the same stakeholders through our ongoing work with NHID and as the primary consultant to the Covering NH initiative.

Importantly, all of our New Hampshire specific experience and knowledge is complimented by experience from other states. As you will see outlined in our proposal, we have done extensive work related to private insurance and prescription drug benefits and administration in other states. Similarly, PCG has also assisted with research, analysis and regulatory drafting in other states, including Delaware, where our staff supported the state's efforts to draft and seek public input on guidance related to QHP standards. We also have significant stakeholder engagement experience.

Thank you for your consideration of this proposal. If you require additional information or have any questions related to this proposal response, please contact our proposed Project Manager, Margot Thistle, at [mthistle@pcgus.com](mailto:mthistle@pcgus.com) or 781-308-3251.

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

Sincerely,

A handwritten signature in black ink, appearing to read "John Shaughnessy". The signature is fluid and cursive, with a large loop at the end.

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

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**A. Introduction**

Public Consulting Group, Inc. (PCG) prides itself on its ability to not only meet, but exceed the expectations of its clients. We have found that accessibility, reliability, responsiveness, and consistent communication form the foundation for doing so. Our employees – a dedicated, committed, and passionate group of people – want nothing more than to see their client achieve their objectives. They understand how those attributes impact the client relationship and ultimately the client's success. What follows is a brief PCG overview; followed by an overview of our relevant skills, knowledge, and expertise providing context to our understanding of NHID's need; an introduction to our proposed team; a high level budget and work plan we hope you find useful; and, finally, references. We look forward to a favorable review of our submission. Our team is ready to meet with you in-person or over the telephone as you deem fit.

We begin by sharing our company background with the selection committee so that you can better understand the depth and breadth of our organizational capacity. PCG is a management and operations consulting firm with an extensive national presence. Since 1986 we have primarily served the public sector, including health, human services, education, and other state, county, and municipal government clients. We operate 47 offices spread across the United States, Canada, and the European Union. 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. We are headquartered in Boston, Massachusetts and employ over 1,500 professionals.

PCG has dedicated itself almost exclusively to the public sector for nearly three decades. In this time, we have developed a deep understanding of not only legal, regulatory, and policy requirements, but also 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 is excited for the opportunity to demonstrate how our firm is uniquely qualified to provide the consultation and technical assistance sought by the New Hampshire Insurance Department. PCG has been at the forefront of seismic public policy shifts throughout its 28 year history. We have a long history of helping states address evolutions in state policy. No firm has more experience or is better versed in the intersection of state insurance policy, rules, regulations, and law. PCG's exclusive focus on the public sector has made our skill set razor sharp when it comes to the needs of a state agency to successfully engage sister agencies, the executive office, the legislature, auditors, and the public (and all its constituent and stakeholder groups).

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. 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. We have worked with 10 state insurance departments. PCG also works with 37 state Medicaid agencies and the District of Columbia as well as 21 state-level human service departments.

Of particular relevance, PCG has worked with the New Hampshire Insurance Department (NHID) since March of 2013 to develop, refine, and implement standards for Qualified Health Plans in the state in support of New Hampshire's Marketplace Plan Management Partnership (work that PCG has also done in other states). As detailed below, this work has given us a strong grounding in the state, health insurance – including prescription drug benefit design and administration – applicable state regulations and the regulatory process. Our proposed project lead, Lisa Kaplan Howe, also worked closely with NHID staff to lead the process to draft the state's new external review application form.

Our ongoing engagement with NHID has also afforded us the opportunity to do stakeholder outreach in the state, demonstrate our skills in research and analysis, and draft regulatory language. For three years, our team has assisted the Department with ongoing engagement of carriers and the content development and logistics related to multiple public information sessions in compliance with RSA 420-N:5-a. PCG has also assisted the New Hampshire Health Plan with the operation of the Consumer Assistance program in New Hampshire and did outreach and communications work on behalf of the state's Department of Health and Human Services. PCG's plan management work in New Hampshire has also included regulatory work, including analyzing existing regulations and drafting subregulatory guidance.

Our team's familiarity with the landscape in New Hampshire, including key stakeholders, continues to develop to the benefit of NHID. This experience is complemented by our firm's experience with health insurance design and administration, prescription drug benefit design and prior authorization, stakeholder outreach, and regulatory drafting and processes in other states, as outlined in detail below. NHID will continue to benefit from a trusted partner capable of not only navigating the complex policy environment associated with implementation of a new uniform prior authorization form, but also one capable navigating the collaborations necessary for successful drafting of both a new form as well as corresponding rule by the March 2017 deadline.

**B. Specific Experience****1. Specific skills needed****B.1.a. Specific skills needed for research and analysis of existing preauthorization forms for prescription drugs in other states.**

PCG's proposed team is adept at research and, importantly, up-to-date on health policy innovations and best practices. From day one of employment at PCG, our staff members are inundated with research, reports, and news articles related to new policies and developments at the federal and state policy levels. Each member of our proposed project team (see Section B2c) is well-versed in monitoring, understanding, and analyzing policy developments, comprehending applicability to our clients, summarizing findings in a manner appropriate to the audience, recommending a course of action, and discussing possible next steps. This team will be led by two policy experts – Ms. Lisa Kaplan Howe and Ms. Margot Thistle, both lawyers with significant policy and regulatory expertise.

PCG staff has on-the-ground experience with exactly the type of research and analysis required for this project, including examining best practices from other states that can be utilized as models. For example, in assisting NHID's efforts to ensure continuity of coverage in the design of the state's Premium Assistance Program (PAP) and waiver, PCG staff researched options for each decision-point, often looking to the approach in other premium assistance states. PCG then analyzed the relevance, obstacles, pros and cons of those approaches and provided an analytic summary to NHID and, as requested, to the Department of Health and Human Services (DHHS). PCG also completed an extensive survey of other state network adequacy standards to support the initial phases of NHID's ongoing effort to amend the state's network adequacy regulations.

Similarly, PCG team members have created two editions of plan management best practices memos for Ohio drawing largely from successful practices in other partnership states. PCG also completed peer state analyses in its work to create four reports to assist Virginia's behavioral health system transformation.

PCG's approach to research and analysis of uniform prior authorization forms and related standards will be similar to our research related to continuity of coverage. Led by our project lead, Lisa Kaplan Howe, the team will systematically research relevant rules, forms and criteria in other states, including Massachusetts, Minnesota, Oregon, Colorado, California, and Texas. PCG will also carefully consider the barriers to creating such a form in Vermont and Washington and review the uniform prior authorization form for other services in Vermont for any applicability. PCG will also closely monitor and review related efforts that may be soon underway in New Jersey and New York. In addition, we will do a detailed review and analysis of the recommendations for simplifying the prior authorization process more generally of the National Council for Prescription Drug Programs, the American Medical Association, and the Maryland Health Care Commission.

In compiling this information, our team will explore the relative pros and cons of each approach in practice. We will also remain mindful of relevant similarities and differences between the states and New Hampshire that will impact the ability to adapt the approach to New Hampshire. We

understand the importance of creativity to ensure our recommendations are applicable to each individual client. PCG will provide not just a summary to NHID (and in a preliminary format that can be presented as part of the stakeholder input process as desired), but one that is analytic, integrates stakeholder input, and is followed up with specific recommendations.

**B.1.b. Proven ability to communicate effectively with interested stakeholders and in providing technical recommendations.**

*Stakeholder Engagement*

PCG has significant experience in external stakeholder engagement – including conducting outreach, presenting accessible information, and gathering stakeholder input. We have worked with health care stakeholders across the country for more than 25 years, effectively and honestly representing our public sector clients with transparency, integrity, and sensitivity to the local environment. Public presentation of and engagement in our findings are routine part of many PCG projects, and PCG staff are well-prepared to organize and present to stakeholders and the community at-large and facilitate input.

Several of our projects in New Hampshire, in particular, have depended on public-facing outreach and communication and facilitating stakeholder input. As plan management consultant for NHID, we communicate directly with health insurance carriers and support NHID staff communications to explain and receive input on proposed Qualified Health Plan (QHP) standards and processes and to request additional information. We have developed all content and materials for the annual QHP Certification Issuer kick-off meetings, held prior to the start of the annual QHP filing and review process. Often this meeting has includes over 50, and this past year over 75, participants. In addition to fielding highly complex questions during the meetings, PCG works prior to the meeting to digest large amounts of new federal guidance to ensure the information disseminated to the issuers is clear, accurate, and assists them in filing plans that are compliant. We also have drafted a number of bulletins to explain state standards. Our ability to clearly communicate with carriers has been critical to the certification process being smooth and successful.

PCG also supported the initial phases of the ongoing effort to overhaul the state's network adequacy regulations. Following the survey mentioned above, PCG assisted with public meetings and collecting stakeholder input. In addition, PCG has assisted with the content, presentations, and facilitation of required public sessions related to QHP provider networks going on four years.

All materials and presentations created by PCG have been well-received and show our ability to effectively communicate around complex issues, including those that have garnered high levels of public interest. PCG has the proven experience with NHID to manage the technical details and logistics required for the two public sessions proposed in this scope of work.

PCG also did extensive outreach and communications as the primary consultant for the Covering NH initiative. To encourage ongoing professional development, PCG planned, hosted, and facilitated four seminar trainings on behalf of Covering NH for its Marketplace Assistants (MPAs). Each training's content was generated directly from MPA-provided feedback and focused on topics and issues that MPAs felt were most pressing to their work in the field. These trainings

featured speakers from the state Insurance Department, federal partners as well as national leaders in ACA policy and consumer engagement techniques. For 2015 and 2016, PCG also hosted web-based carrier presentations for MPAs and the New Hampshire enrollment assister community, with over 80 participants from the assister community in New Hampshire in attendance for five presentations per plan year. PCG also directly communicated with over 40 full-time MPAs on a regular basis, managing their engagement and providing ongoing information and support. This communication was central to the effectiveness of this highly successful initiative. On behalf of Covering NH, PCG also brought together producers and assisters in an all-day town hall meeting. This is just one example of our ability to work with various audiences in interpreting and effectively communicating complex information.

Similar to our Covering NH engagement, PCG worked closely with the New Hampshire Department of Health and Human Services to build awareness and understanding as the state initially implemented the New Hampshire Health Protection Program. This project required our team to communicate information about the program in clear and concise manners and built our experience in reaching key stakeholder populations.

In addition to building our skills, this extensive stakeholder work in New Hampshire has allowed our team to build strong relationships within the stakeholder community that will directly benefit our work on this project.

PCGs stakeholder engagement experience also reaches outside of New Hampshire. We represented the States of Delaware, Arkansas, Wyoming, and Alaska in all levels of stakeholder engagement following passage of the Affordable Care Act. This included developing and implementing comprehensive stakeholder communications plans, regularly presenting educational information and status reports to policymakers and interested stakeholders in a range of settings and sized audiences, acting as public spokespersons on behalf of states, engaging advisory committees to evaluate options and gathering stakeholder input, and developing public-facing materials. PCG also facilitated stakeholder engagement to support a quality initiative in Arkansas.

PCG will take a similarly comprehensive approach to communicating with interested stakeholders, including prescribing providers, pharmacists, insurance carriers and pharmacy benefit managers, for this engagement. We will begin by developing a plan for communicating to and engaging stakeholders. That plan will be sufficiently detailed to encompass all aspects of this communication and we will review it with NHID for finalization and approval. Once that plan has been finalized, we will begin with reaching out to stakeholders to ensure adequate engagement. We will then work with the state to plan the timing, location, agenda, and participation in the two or more work group meetings. Prior to meetings, we will develop and seek NHID input on public-facing materials. We will incorporate into the stakeholder engagement process opportunities to review and provide input on our findings from other states and on draft versions of the uniform form and regulations as desired by NHID. PCG will take responsibility for the logistics and facilitation of the meetings, presentation of information in-person, documenting input, and any follow-up. Additionally, we will collaborate with NHID communications staff to ensure the process is transparent, and follows existing public meeting protocol. As discussed below, all input gathered, will be documented and reported to NHID. Given our experience with all aspects of public communications, we are confident of our ability to ensure the success of this process.

*Communicating Technical Recommendations*

PCG also is adept at communicating technical recommendations. Over the years of working with NHID, we have been continuously called on to provide technical recommendations. Each of our Plan Management engagements has begun with our staff reviewing and analyzing federal regulatory developments. The successful kickoff of each annual certification process has depended on us providing accurate and digestible information and thoughtful recommendations of how the state process and requirements must be adapted based on federal developments. This process begins with PCG providing a summary of federal guidance and facilitating discussion of recommendations in weekly meetings. As decisions were made, PCG has collaborated with NHID to draft bulletins, FAQs and other materials to ensure that final decisions are adequately communicated. We also provide ongoing technical recommendations and assistance as questions come up regarding carrier plans throughout the certification process. We have helped NHID staff successfully navigate complicated regulatory questions to ensure appropriate certification recommendations.

Our experiences with communicating technical recommendations to NHID expands beyond federal QHP regulations and guidance. We worked closely with NHID to ensure continuity of coverage during the design of the state's PAP for the Medicaid Expansion population. PCG staff was continuously called upon during this process to research, analyze and communicate technical recommendations. Through weekly meetings and the creation of written materials, we presented these recommendations and facilitated NHID consideration ahead of discussions with DHHS.

We also provided technical recommendations through the process of drafting a new external review application and related materials that incorporates the PAP and otherwise accurately reflects the external review process and is generally accessible. Throughout this process, PCG's lead staff person – Lisa Kaplan Howe - worked closely with NHID staff, communicating recommendations for language and format. Much of this was done through iterative drafting of the form. As a result, the NHID was able to comprehensively update external review materials, which are now in use in the state.

PCG has also communicated and implemented technical recommendations in other states, including:

- As New York's Delivery System Reform Incentive Payment Program Independent Assessor, communicating recommendations regarding proposed integrated delivery systems and operational and clinical metrics to evaluate provider performance.
- As Health Reform Implementation Consultant in Delaware, providing feasibility analyses and creating and implementing recommendations for state policy and procedures and composing issue briefs.
- As a Health Homes Consultant in Alaska, communicating recommendations to the state regarding readiness and capacity of provider organizations and factors that may support or hinder their success and sustainability.

PCG will likewise work with NHID to ensure we communicate technical recommendations regarding the development of the uniform prior authorization form in the most helpful manner. We

are confident in our ability to present research and stakeholder input findings, options, and recommendations for how best to proceed and to facilitate decision-making. We will follow-up on the analytic summary of our research findings and the stakeholder input gathered with an outline of the form and rules that highlights decision points, options and includes recommendations based on our research findings and stakeholder input. PCG will then work with NHID in a systematic manner to process those recommendations. This will begin with discussing major decision points one by one, with PCG presenting background information (including research and stakeholder input), options and recommendations in writing and in a meeting. Once major decisions are made, we will turn to drafting the form and regulations, as elaborated on below.

#### **B.1.c Familiarity with the administration of prescription drug benefits.**

As outlined in further detail below, PCG has significant working experience with the administration of prescription drug benefits by virtue of our plan management work in New Hampshire and elsewhere. We also have complimentary experience in Medicare Part D and Medicaid pharmacy benefit administration. This experience includes analysis of trends in these markets and the ways in which various administrative structures and benefit management tactics may impact those trends. Our experience with the administration of prescription drugs includes prior authorization processes specifically, as outlined below.

Importantly, PCG has experience with both in-house and external pharmacy benefit management. PCG also has first-hand experience with the impact of administration on the recent spike in drug costs. We are well aware that prior authorization can be resource intensive depending on the market and must be tailored appropriately.

PCG will pull from this experience as well as our research, stakeholder input, and NHID decisions to draft the uniform prior authorization form. In approaching the process to develop paper and electronic versions of uniform prior authorization form for this effort, our team will initially be guided by the successful approach we used to assist NHID in rewriting the state's external review application form. PCG also has experience creating electronic forms including a rate data collection and disclosure form and software in Arkansas. The process of drafting the external review application form included initial research and analysis by PCG, similar to as described above. PCG staff then met with lead NHID staff to discuss and process major decision points. We then worked iteratively through PCG-created drafts of the form, with PCG staff flagging questions and additional decision-points to assist with the review but also being responsive to other input. After the core NHID team finished its review, input was sought from a broader team. To the extent desired for the uniform prior authorization form, we can also gather stakeholder input on the draft form. While this is our recommended process, we have approached similar processes in different manners and will discuss NHID's goals and needs for the process to ensure the process is one that works for NHID staff. Regardless, PCG will facilitate all aspects process to incorporate our findings and recommendations and resulting NHID decision-making.

#### **B.1.d Expertise with insurance benefit design, prescription drug benefit structure and administration and the prior authorization process.**

As part of our plan management engagements in New Hampshire, as well as Delaware and Arkansas, PCG has developed expertise in benefit design, including related to prescription drugs, as well as compliance matters related to the administration of insurance benefit design.

In particular, our work related to continuity of coverage in New Hampshire included consulting on designing the PAP benefit structure in the best way to smoothly incorporate both the requirements of the ACA and Medicaid requirements. PCG also worked closely with the Department staff, and the technical and policy teams from both DHHS and health insurance carriers, to ensure final details of complex functions like premium rating and plan display operated correctly for the PAP. Additionally, we completed the compliance review of the PAP plans during the annual QHP review period, ensuring federal compliance with cost-sharing, benefit and rating regulations.

Additionally related to benefit design, PCG has assisted multiple states in the selection, communication, and review of the essential health benefit benchmark plans, both for the initial roll out of the ACA and for the 2017 selection process. Our knowledge of commercial insurance products has allowed us to assist states in cross-walking benefit changes, benefit substitutions, and complex review of plans for both state and federal compliance in conjunction with state compliance staff.

As part of PCG's work to assist a number of states with the review of health plans proposed for certification for offering on the state Marketplace during the QHP review period, PCG has also built expertise specific to prescription drug benefit design. PCG has worked with the details of each health plan, including review at a benefit level. With the assistance of the CMS Review tools, including clinical appropriate of prescription drugs tool, discriminatory benefit design tool, and the category and class count for a selection of prescription drugs tools, PCG reviews the drug formularies of each carrier for each plan issuers are offering on a yearly basis. As a result, we have expansive knowledge of how the carriers historically and currently administer their prescription benefit package.

Part of our work on continuity of coverage also included cross-walking QHP to Medicaid prior authorization processes.

PCG is currently using our expertise in the area of prescription drug benefits and administration to assist the Division of Insurance in Massachusetts with a study of the effect of drug cost increases on issuers' rate filings. Our research has included the mergers among national payers like Cigna and Anthem, and Aetna and Humana, and how those may also have ripple effects across the state's insurance marketplace. Additionally, we have delved into the impact of innovation in specialty pharmaceuticals like Sovaldi and high priced diagnostics like proton beam therapies and how that drives uncertainty through unpredictable and significant cost impacts. PCG has been and continues to be called upon to assist states in complex, unprecedented projects.

We look forward to tackling this new approach to prior authorization on behalf of the Department, bringing to bear not only our state knowledge but also our resources and subject matter knowledge from complimentary projects in which PCG is engaged.

**B.1.e. Experience with administrative rulemaking process in NH under NH RSA 541-A.**

PCG's staff members with legal and policy expertise, including Margot Thistle and Lisa Kaplan Howe – both of whom will be members of the team for this project – have significant experience and comfort working with insurance regulations, including at the state level, and are well-suited to assist with drafting rules that achieve the concept and parameters outlined by the NHID, that meet RSA 541-A standards (including related to clarity, specificity and formatting and the more detailed standards laid out in the recently re-issued New Hampshire Drafting and Procedure Manual for Administrative Rules), and that meet timelines required. They have in-depth knowledge of the existing New Hampshire regulations, and they can bring to bear broader knowledge of regulatory requirements and best practices more generally. They also have both been involved in rule-making. Lisa was involved in rule-making prior to joining PCG as a stakeholder. Margot, prior to her time with PCG, assisted the State of Vermont with the redrafting of their administrative rules to ensure eligibility criteria for Medicaid was compliant with ACA changes and state health policy reforms. Since joining PCG, both Margot and Lisa have been engaged in reviewing and analyzing rules at the state and federal level and in drafting technical language for subregulatory guidance, including NHID QHP bulletins. While working with the NHID, Margot also participated in the initial phases of network adequacy rulemaking, outlining the existing regulations and applicable federal standards, assisting with staffing the working group, and collecting considerable stakeholder input when the network adequacy working group was first convened in spring 2014.

PCG has done similar regulatory work in other states. For example, PCG was deeply engaged in Delaware's work to update its QHP standards related to network adequacy in 2014. PCG staff members took the lead in developing recommendations in the form of subregulatory guidance and vetting that proposal through an engaged workgroup process and, subsequently, a public comment period.

PCG staff – and particularly, Lisa - also has an understanding of, and experience with, the New Hampshire rulemaking process. Lisa has engaged in the full scope of the rulemaking process in New Hampshire (starting with the agency public comment period and hearings and extending through consideration by the Joint Legislative Committee on Administrative Rules), providing her with a hands-on understanding of the state rulemaking process. As part of our communications engagement with DHHS, PCG has also convened and supported formal public hearings in New Hampshire, including drafting public notice, facilitating the hearing in compliance with public hearing protocol, and documenting public input. Given this background, PCG staff is well-suited to assist and work with NHID in an ongoing manner through the formal rulemaking process.

PCG would approach the drafting of the rules similar to the drafting of the uniform form (and jointly given that the documents should coordinate closely), which mirrors the process we have used to draft the external review application form and bulletins for the NHID. Again, following research of standards in similar states, analysis, and stakeholder input, this would include meeting with NHID to work through major decision-points and then working iteratively through PCG-created drafts of the regulations, unless a different process is desired by the NHID. Once again, to the extent desired, we can include gathering stakeholder input on the draft regulations prior to the formal rulemaking process as desired.

Following the drafting of the regulations, PCG will assist NHID with the rulemaking process, including:

- assisting with filing public notices and the proposed rules, including obtaining a fiscal impact statement;
- supporting public hearings and collecting written comment;
- documenting and reviewing input and assisting with incorporating stakeholder input as desired and public testimony and comments in updated versions of the regulations, flagging changes, and requesting updated fiscal impact statements as needed;
- assisting with obtaining JLCAR approval, including incorporating JLCAR feedback, documenting changes, and requesting updated fiscal impact statements as appropriate; and
- finalizing and publishing the final rule.

Our team will collaborate with NHID communications staff to ensure the process is transparent, and follows public hearing protocol.

## **2. General Qualifications**

### **B.2.a. General Knowledge**

Since 2010, PCG has developed one of the nation's leading Affordable Care Act consulting practices, with a specific focus on private insurance, assisting states with health plan certification, policy interpretation, program oversight, project management of Marketplace technology, outreach and marketing, plan management, consumer assistance, 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.

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, Ohio, and Pennsylvania 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; and
4. Reviewing QHP premium rates.

Through three successful QHP certification periods (and the period we are in the midst of) and our work assisting with the consultation regarding the implementation of the Premium Assistance Program, PCG has worked hand-in-hand with NHID 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. The plan year 2016 review period was particularly complex as NHID worked to integrate the PAP onto the Marketplace. PCG was a valuable partner in this unique policy and operational change. Our team's efforts continue to be complemented by our firm's experience in other states. Our previous work with Arkansas' Private Option in particular was a benefit throughout the PAP policy setting and integration process, and furthered our understanding of the complex nature of insurance benefit design. PCG has also lead work in Arkansas 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.

As outlined in detail above, as a result of this work, PCG has developed expertise in benefit design, including related to prescription drugs, as well as administration and compliance matters related to insurance benefit design. We have been elbow deep in the details of health plan benefit designs in New Hampshire and elsewhere. In particular, our work related to continuity of coverage and PAP required us to intricately examine and compare QHP benefits to Medicaid benefits, including prior authorization processes. The same has been required in multiple states as they considered EHB options and as we review plan formularies and prescription drug benefits for compliance with QHP standards. Our knowledge specific to prescription drugs has been expanded upon as a result of our work with the Massachusetts Division of Insurance to understand prescription drug benefits there, as elaborated upon above.

### **B.2.b. Communication Skills**

PCG staff has strong, multi-dimensional communications skills. We are adept as effectively communicating technical information in an easily-digestible format to our clients, and stakeholders. This includes communications in writing and verbally in both small settings and large public forum. A snapshot of our communications work in New Hampshire and across the country (which was detailed above) demonstrates our broad communications expertise:

- Creating presentations and bulletins about state and federal regulatory standards for insurance carriers;
- Direct communications with carriers about standards and for more information and supporting similar communications of NHID staff;
- Providing and presenting public presentations and materials about health plans and networks;
- Summarizing New Hampshire network adequacy standards and soliciting input;
- Training and providing ongoing information to Marketplace Assisters;
- Building a public awareness campaign regarding the New Hampshire Health Protection Program;
- Facilitating stakeholder engagement in various states following passage of the ACA, including providing information, status updates and gathering input;
- Providing updates on federal regulatory developments at the appropriate level of detail for each state regulators, stakeholders and the public;
- Testifying in front of policymakers.

Just as importantly, PCG prides ourselves on clear and effective communications with our clients about our findings and our progress, both via regular phone and email communications and more formal reporting. PCG believes that consistent communication with our clients throughout all phases of a project is critical for success. We understand the importance of being available on an as-needed basis and keeping clients regularly engaged and updated on our work in the manner that works best for them.

Whether it be communicating regulatory developments to our clients or sharing information about health plans to the public, we carefully plan and implement a communications plan that provides easily understandable information and invites appropriate input.

### **B.2.c. Summary of Experience, Resumes**

We are proposing Lisa Kaplan Howe to lead this effort, given her long-standing relationship with both NHID and the stakeholder and legislative communities. Lisa has done policy work relative to health insurance coverage in the state since 2008 and, as a result, has longstanding and strong relationships in the state and a working knowledge of the state regulatory process. Lisa recently worked with the consumer division to draft the new external review application form to ensure the form reflects changes precipitated by the implementation of PAP and the appeal and hearing rights required by the Section 1115 Demonstration Waiver. Additionally, Margot Thistle will support Lisa in this effort. Both have deep knowledge of applicable federal law and state rule adoption requirements and strong grounding in private insurance administration and New Hampshire and will continue to bring their ongoing familiarity with the important stakeholders to bear on their project work.

Aaron Holman will be the engagement lead for this project. Aaron has worked with NHID, DHHS and Covering NH since joining PCG. He too is grounded in health insurance administration and was actively engaged in the stakeholder outreach PCG did on behalf of DHHS and Covering NH. Aaron also lead the PCG team that supported the DHHS formal public hearings.

Benjamin Janelli will assist with the stakeholder engagement, including work group meetings. In addition to having been a part of our NHID Plan Management team, Ben managed our Consumer Assistance work in New Hampshire. In that role he has done extensive stakeholder engagement, including preparing materials and convening regular forum.

Our team will be rounded out with logistical support from Sasha Land. Sasha is a promising Apprentice Business Analyst with a strong analytical background and proven research skills. She has deeply engaged on the New York Delivery System Reform Incentive Payment project since joining PCG, and will bring with her to this project the ability to lead large scale research and document review projects.

The proposed team's intimate knowledge of the Departments operations, personnel, and policies will continue to assist in their roles as trusted partners and advisors throughout this projects engagement.

**AARON HOLMAN**

**ASSOCIATE MANAGER AT PUBLIC CONSULTING GROUP, INC.**

**RELEVANT PROJECT EXPERIENCE**

**New Hampshire Insurance Department, State of New Hampshire**

**Medicaid Expansion (September 2012 – Present): Project Leader**

*Project:* Perform policy advising services related to New Hampshire's Premium Assistance Title XIX Section 1115 Waiver Demonstration Project. Project goals include covering the state's newly eligible MAGI population through a premium assistance program allowing the purchase of a Marketplace Qualified Health plan using Medicaid funds.

*Mr. Holman:* Serve as team leader, overseeing all project processes and deliverables.

**New Hampshire Department of Health and Human Services, State of New Hampshire**

**Medicaid Expansion (April 2014 – May 2015): Communications Manager**

*Project:* Provided strategic communications and developed effective messaging strategies through polling and focus groups.

*Mr. Holman:* Served as team leader overseeing all aspects of the project. Managed the designing and executing of direct mail and digital and mass media outreach campaign. Performed significant stakeholder engagement across the state.

**New Hampshire Health Plan, State of New Hampshire**

**Market Place Assisters (MPA) Program Oversight (September 2012 – Present): Project Leader**

*Project:* Perform ACA implementation activities related to consumer assistance, public relations, and media outreach. Work alongside statewide MPA program in all areas regarding staffing, deployment planning, coverage analysis, oversight, and status reporting.

*Mr. Holman:* Serve as project leader overseeing all aspects of the project. Coordinate a program of over 50 full-time employees including four full time PCG staff on behalf of the New Hampshire Health Plan. Direct the state's ACA consumer assistance operational activities.

**PROFESSIONAL BACKGROUND**

**Public Consulting Group, Boston, MA**

August 2013 – Present

**Deloitte Consulting, Boston, MA**

May 2010 – August 2013

**United State Senate, Washington, DC**

May 2005 – August 2008

**EDUCATION**

**Harvard University, Cambridge, MA**

Master of Science, 2010

June 10, 2016

State of New Hampshire  
New Hampshire Insurance Department  
2016 – Uniform Prior Authorization Form for RX

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**University of Michigan, *Ann Arbor, MI***  
Bachelor of Arts, 2005

**CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS**

Microsoft Office Suite of Programs, SAS & STATA Statistical Analysis Software, HTML and PHP programming

**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 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.

**Arkansas Insurance Department, State of Arkansas**

Arkansas Health Cost Transparency Website (December 2015-present): Project Manager

*Project:* In response to the needs of the state as articulated in the recently passed Act 1233, the Arkansas Healthcare Transparency Initiative of 2015, PCG is assisting AID with the development of a consumer-facing website that increases transparency into the state's healthcare landscape for stakeholders. As project manager, I am responsible to ensure this project will assist in empowering consumers to seek out value-based health care treatment and coverage decisions. This project focuses on developing a public-facing website which provides consumers with unbiased, easy to understand information to assist in healthcare decision making, this includes information related to all three sides of the 'iron triangle' of healthcare – cost, quality and access.

**New Hampshire Insurance Department, State of New Hampshire**

Continuity of Coverage Consulting (February 2014 – December 2015): 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. Served as technical advisor for integration of commercial products onto current state Medicaid eligibility and enrollment portal. Additionally, conducted impact analysis for NHID and change management activities in advance of the 1115 waiver submissions.

**Ohio Department of Insurance, State of Ohio**

Plan Management Consulting (June 2014 & March 2016): Subject Matter Expert

*Project:* Authored two papers 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 plan management review and approval process.

**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. Final Report can be found at: <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/publications/community-hospitals-at-a-crossroads.pdf>

**PROFESSIONAL BACKGROUND**

**Public Consulting Group, Boston, MA**

December 2013 – 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, Political Science, 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**

Plan Management Consulting (July 2014 – Present): Subject Matter Expert

*Project:* Provide operational support and policy advisory services to assist the New Hampshire Insurance Department in preparing for, receiving, reviewing and making certification recommendations relative to Marketplace plan filings; working with carriers; and overseeing plans for New Hampshire's State Partnership Marketplace.

*Ms. Kaplan Howe:* Review federal and state statutory and regulatory developments and provide policy recommendations regarding regulation of QHP's. Support ongoing QHP review activities.

**New Hampshire Insurance Department, State of New Hampshire**

Continuity of Coverage Consulting (February 2014 – December 2015): Policy Specialist

*Project:* Provided 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 included legal research and analysis, providing strategic guidance and technical assistance, facilitating decision-making and participating in external discussions. Worked with NHID staff to draft a new external review application form and related documents.

**Ohio Department of Insurance, State of Ohio**

Plan Management Consulting (March 2016): Subject Matter Expert

*Project:* Authored 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 2016 plan management review and approval process.

*Ms. Kaplan Howe:* Assisted with drafting paper, with specific focus on premium assistance programs and SHOPS.

**PROFESSIONAL BACKGROUND**

**Public Consulting Group, Boston, MA**

July 2014 – Present

**New Hampshire Voices for Health, Concord, NH**

November 2008 – March 2014

**Health Care for All, Boston, MA**

October 2006 – December 2008

**Ropes & Gray, LLP, Boston, MA**

September 2005 – October 2006

June 10, 2016

State of New Hampshire  
New Hampshire Insurance Department  
2016 – Uniform Prior Authorization Form for RX

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

June 2000 – July 2002

**EDUCATION**

**New York University School of Law, New York, New York**

Juris Doctor, 2005

**Tufts University, Medford, MA**

Bachelor of Arts, Community Health and Sociology, 2000

**CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS**

- New Hampshire Bar, 2005
- Massachusetts Bar, 2005

**BEN JANELLI**

**CONSULTANT AT PUBLIC CONSULTING GROUP, INC.**

**RELEVANT PROJECT EXPERIENCE**

**New Hampshire Health Plan, State of New Hampshire**

Marketplace Assistance (MPA) Program Oversight (February 2014 – Present): Project Coordinator

*Project:* Perform ACA implementation activities related to consumer assistance, public relations, stakeholder engagement, and media outreach.

*Mr. Janelli:* Serves as project coordinator overseeing day-to-day operations of the state Marketplace Assistance program. Responsibilities include grant fund management and subcontractor oversight, regulatory review and program compliance, and strategy development and implementation. Mr. Janelli implements the execution of a multi-faceted consumer assistance campaign consisting of in-person assistance and outreach and education efforts targeting consumers eligible for Marketplace plans. Also coordinates training sessions and stakeholder engagement.

**New Hampshire Insurance Department, State of New Hampshire**

State Partnership Marketplace Plan Management (February 2014 – December 2015): Health Policy Support

*Project:* Provide operational support and policy advisory services to assist the New Hampshire Insurance Department in preparing for, receiving, reviewing and making certification recommendations relative to Marketplace plan filings; working with carriers; and overseeing plans for New Hampshire's State Partnership Marketplace.

*Mr. Janelli:* Supported 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. Mr. Janelli worked closely with all compliance staff to review processes needed to certify QHPs for offering in the state.

**Department of Health, State of New York**

Delivery System Reform Incentive Payment Program (January 2015 – March 2015): Research Support

*Project:* The goal of the DSRIP program is to achieve a 25 percent reduction in avoidable hospital use over five years through the expansion of community based care. PCG was contracted to serve as Independent Assessor for 1115 Medicaid transformation waiver reform efforts.

*Mr. Janelli:* Supported the delivery of application results for a Department of Health-facilitated Project Approval and Oversight Panel. This was a massive team effort that resulted in multiple iterations working side-by-side with the Medicaid director. Mr. Janelli supported all research, writing, and review efforts.

**PROFESSIONAL BACKGROUND**

**Public Consulting Group, Boston, MA**

February 2014 – Present

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**Commonwealth of Massachusetts, *Boston, MA***  
July 2008 – February 2014

**EDUCATION**

**University of Massachusetts, *Boston, MA***  
Bachelor of Arts in Political Science, 2008

**SASHA LAND**

**APPRENTICE BUSINESS ANALYST AT PUBLIC CONSULTING GROUP, INC.**

**RELEVANT PROJECT EXPERIENCE**

**Department of Health, State of New York**

Performing Provider Systems Account Support (January 2016 – Present): PPS Support Analyst

*Project:* Act as liaison between State Department of Health, DSRIP Independent Assessor, and participating providers for seamless integration of the DSRIP program.

*Ms. Land:* Provide team support, such as communication triage, research tasks, and meeting management.

**Department of Health, State of New York**

Implementation Assistance for Health Home Initiative (December 2015 – Present): Apprentice Business Analyst

*Project:* Provide organizational support to statewide Health Home initiative that aims to cover almost one million eligible participants. Integrate Health Homes into the Delivery System Reform Incentive Payment (DSRIP) Program.

*Ms. Land:* Helping the team create strategy for effective performance management and prepare for associated stakeholder meetings. Executed training to DOH staff on DSRIP fundamentals. Provide research support for internal team and client.

**Department of Health, State of New York**

Delivery System Reform Incentive Payment Program: Domain 2 and 3 Non-Claims Based Measures (July 2015 – Present): Apprentice Business Analyst

*Project:* Provide operational support and program measurements for the Medical Record Review project and other non-claims based measures (i.e. palliative care project, PAM, CG-CAHPS, etc.). Support other aspects of New York State's Medicaid Redesign Team effort, including application support and payment validation, when necessary.

*Ms. Land:* Provide project management support for medical record review process. Generate policy guidelines on each non-claims based measures on behalf of the state for participating providers. Work directly with the client to identify and improve problem measurements. Coordinated and produced additional communications, such as webinars and letters.

**PROFESSIONAL BACKGROUND**

**Public Consulting Group, Boston, MA**

July 2015 – Present

**EDUCATION**

**Brown University, Providence, RI**

Bachelor of Arts, Public Health, 2015

**CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS**

Microsoft Office Suite of Programs, IBM SPPS Statistics Software

**B.2.d. Time Estimates**

PCG has submitted a Derivation of Cost as Attachment A and a detailed Plan of Work as Attachment B. These two documents contain not only the hours per employee, rate per hour per employee, and the number of hours per month, but also, the detailed information about what work is to be done during each month of the engagement with the Department.

**3. Derivation of Cost**

Please see Attachment A for PCG's derivation of cost.

**4. Plan of Work**

Please see Attachment B for PCG's plan of work.

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**C. Conflict of Interest**

Public Consulting Group, Inc. confirms that it is free of actual or apparent conflict of interest

**D. Other Information**

**1. Company References**

Please reference the following pages which provide a summary of similar work experience as well as client references for each project.



**Arkansas Insurance Department,  
State of Arkansas**  
Rate Review Program Management  
December 2014 – Present

**Scope**

The Arkansas Insurance Department’s Health Insurance Rate Review Division engaged PCG to assist with program oversight relating to the Division’s Effective Rate Review Program.

The Division has received four rate review grant cycles over the program’s lifetime, with concurrent initiatives and vendor commitments occurring across these grants. PCG initiated this engagement with an evaluation of the financial resources available to the Division. Upon identifying funds available, funds spent, and funds committed to vendors, PCG developed a revised program budget in accordance with shifting Division needs and gained both federal and state approval of re-budgeting for over \$1.25 million in funds. PCG also assisted with financial compliance by developing an automated fiscal reporting platform to provide rapid access to required quarterly, annual, and final grant report data.

Next steps identified in this project relate to ongoing program oversight and documenting project milestones in accordance with requirements under the Effective Rate Review Program designation. PCG has generated a comprehensive listing of initiatives included under this scope, and is currently developing a project plan documenting milestones associated with these programs. Initiatives currently underway in the Division, and thus included within the purview of PCG’s scope, include:

- Establishment of an all-payer claims database;
- Rate data collection and disclosure software; and
- A consumer-oriented web page naming sharing insurance rate data and background information in a consumer-friendly format.

PCG’s project management and program compliance expertise have assisted the Division with identifying project needs and re-orienting resources accordingly, and will ensure efficient and complete execution of proposed initiatives.

**Key Achievements**

- Successfully navigated federal and state re-budgeting of multiple rate review cycle grants totaling over \$7 million, allowing the Division to re-allocate financial resources according to Division priorities;
- Implemented fiscal data documentation framework for rapid federal reporting; and
- Identified major management categories and program requirements under the federal effective rate review program designation.

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**References**

Daniel Honey

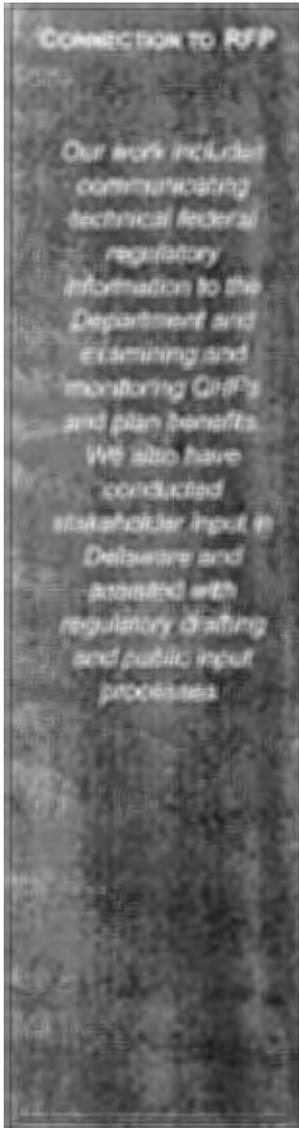
Deputy Commissioner, Health Insurance Rate Review Division

Arkansas Insurance Department

1200 West Third Street, Little Rock, AR 72201

(501) 683-3638

[daniel.honey@arkansas.gov](mailto:daniel.honey@arkansas.gov)



**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.

PCG also developed and deployed a comprehensive Stakeholder Engagement Plan for Delaware’s Health Insurance Exchange Planning and Implementation project. PCG conducted multiple statewide forums targeting key constituencies and the general public regarding the planning, design and operations of the Exchange in Delaware. Each forum focused on a specific issue, working from the relatively general (e.g., analysis of various state Exchange models) to the more specific (e.g., what Exchange policies, such as EHB selection, will provide the best balance between enhanced consumer protection and cost containment).

**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.

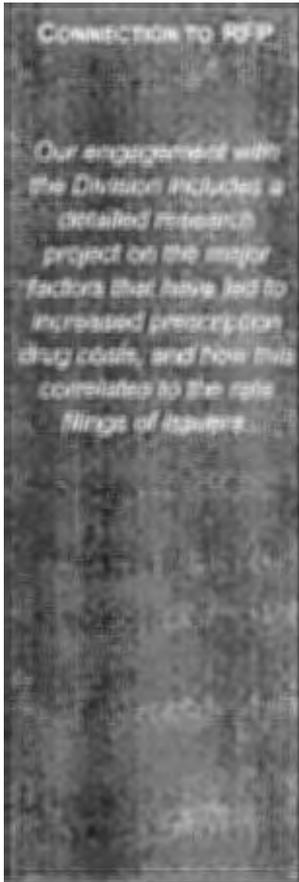
**References**

Franklin T. Pyle, AHFI, CFS  
Director  
Delaware Insurance Department  
Market Conduct/Consumer Services Divisions  
(302) 674-7353  
[Frank.pyle@state.de.us](mailto:Frank.pyle@state.de.us)

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**Division of Insurance**  
**Commonwealth of Massachusetts**  
**Rate Transparency-Factors Underlying Rate Increases**  
**April 2016-September 2016**

**Scope**

PCG was engaged to assist the Division with building assumptions about the future needs and rate projections of carriers as shifting factors such as prescription drug costs and risk adjustment impact the ability to contain rising health care costs. Our work includes an efficient landscape review of state rate filing requirements as they pertain to risk adjustment and prescription drug costs, including a state survey by questionnaire. All findings will be included in a written report to the Department that will outline alternative rate filing requirements as well as major impacts by component that effect the rate review submissions.

**Key Achievements**

- Develop questionnaire for the Division that seeks to gather information about how other state regulators learn more about the impact of risk adjustment and prescription drug costs on rate filings, as well as a survey of best practices.
- Drafting of a comprehensive report that provides five year review of drug costs and risk adjustment, as well as the findings of the state survey to inform the Division on ways to improve or explain rate filing trends.

**References**

Kevin Beagan, Deputy Commissioner  
Massachusetts Division of Insurance  
1000 Washington St, Boston, MA 02118  
(617) 521-7777



**New Hampshire Health Plan,  
State of New Hampshire  
Consumer Assistance Consultants  
August 2013 – Present**

**SCOPE**

PCG was selected by the New Hampshire Health plan to conduct the Consumer Assistance program in New Hampshire. The Consumer Assistance program was divided into Marketplace Assistors and Outreach and Education programs. PCG developed RFPs for selecting vendors for both programs. After careful consideration of all candidates PCG managed the process of selecting vendors for both programs. During this process, PCG facilitated effective communication between the New Hampshire Health Plan, the New Hampshire Insurance Department, potential vendors, and various other stakeholders.

Project Management of this consumer assistance program was of critical importance because of the short timeline for issuing RFPs, choosing the right vendors, and commencing both Marketplace Assistance and Outreach and Education programs. PCG was able to manage the first stage of the project successfully by completing all the requirements in seven weeks.

The Marketplace Assistance program focuses on In-person assistance for the uninsured and the underinsured. The goal of this program is to help individuals and small business enroll for healthcare coverage in the marketplace. The Outreach and Education program has the goal of developing an effective media campaign that would reach the targeted uninsured audience and educate that audience about the new healthcare options in the marketplace. PCG has maintained oversight over and provided communications and support to all vendors. PCG also planned, hosted and facilitated a series of training seminars, carrier presentations, and a convening of assister and producers.

**KEY ACHIEVEMENTS**

- Coordinates six vendors with twenty certified marketplace assistors;
- Executes all deliverables and tracks performance on an individual and group level;
- Coordinates the media vendor's effort in the campaign, monitoring its performance and approving all materials that are distributed to the public.
- Provides ongoing support to vendors and hosted four training seminars.

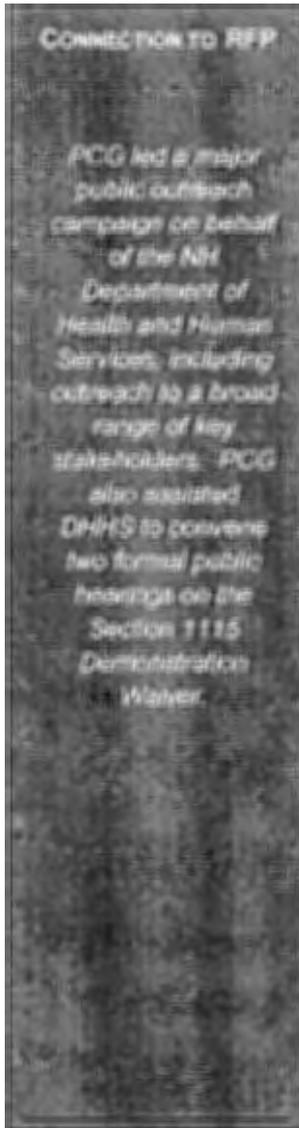
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**REFERENCES**

J. Michael Degnan  
Helms & Company, Inc.  
1 Pillsbury Street  
Concord, NH 03301  
(603) 496-4885  
[JMDegnan@helmsco.com](mailto:JMDegnan@helmsco.com)



**Department of Health and Human Services,  
State of New Hampshire**  
Medicaid Statewide Outreach Campaign  
May 2014 – May 2015

**Scope**

The New Hampshire Department of Health and Human Services engaged with PCG to develop and implement a comprehensive outreach and education campaign for the New Hampshire Health Protection Program, the state’s Medicaid expansion program. PCG worked alongside Louis Karno & Company, a long-term partner in public relations and media planning.

This communications strategy required the development of clear and consistent messaging of the program’s requirements, benefits, and coverage options. The outreach approach involved a broad range of stakeholders affected by the program, including beneficiaries, providers, employers, insurers, advocacy groups, local governments and the public.

The education and outreach campaign provided outreach to stakeholders through varied media including radio, television, and web advertisements in addition to personal outreach through direct mail, earned and social media, and grassroots outreach efforts. All materials were tested in focus groups to ensure effective messaging reached the identified target audience.

As part of this engagement, PCG also supported the Department in convening two formal public hearings on the Section 1115 Demonstration Waiver and documented public comment.

As of May 2015, over 40,000 New Hampshire residents had enrolled in the New Hampshire Health Protection Program, far exceeding original targets of 25,000. Strong enrollment figures indicate a significant increase in public awareness around this program and increased health and economic well-being of New Hampshire families.

**Key Achievements**

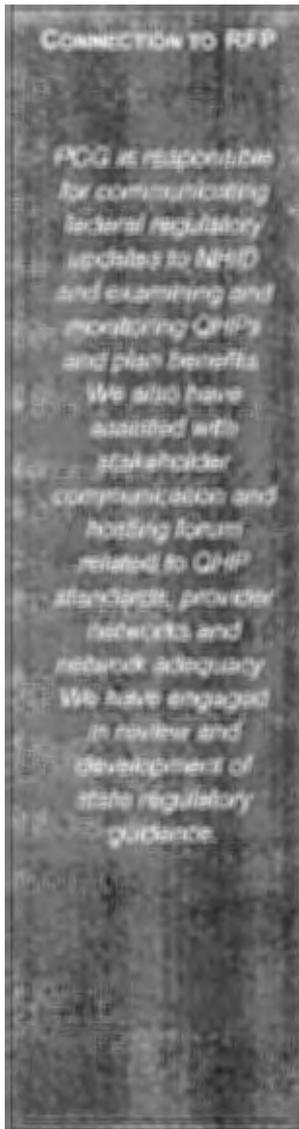
- Successfully mailed over 80,000 targeted mail pieces to potential enrollees providing information about the program, with over 1 million pieces mailed in collaboration with Marketplace outreach by the end of the 2015 open enrollment period;
- Evaluated target audience information and consumption habits through focus groups and message testing to narrow outreach approaches and ensure efficient use of resources;
- Facilitated and documented two public hearings on the Section 1115 Demonstration Waiver.

June 10, 2016

- Facilitated enrollment of over 40,000 enrollees into the program.

**References**

Mary Ann Cooney, Associate Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
(603) 271-9444  
[MCooney@dhhs.state.nh.us](mailto:MCooney@dhhs.state.nh.us)



**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 and 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. PCG also provides regulatory analysis and support. Project progress, milestones, risks, and necessary policy decisions are presented on a weekly basis.

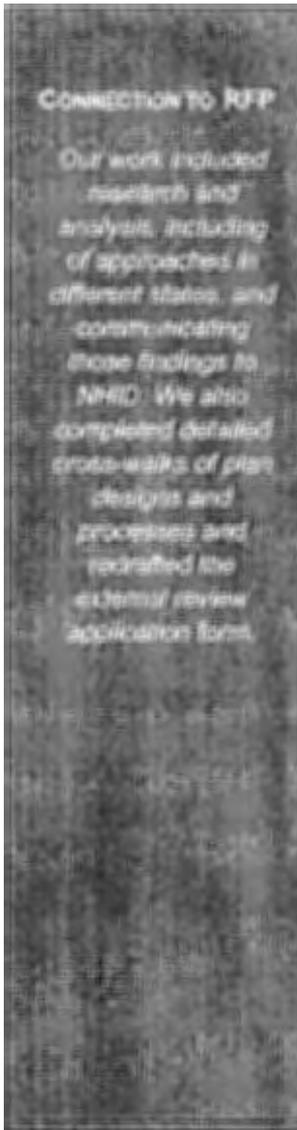
PCG now serves as a trusted advisor in the State relating to ongoing plan management issues, including the certification requirements for off-Exchange plans, federal grant compliance and reporting, and policy considerations for future plan years.

**Key Achievements**

- Medical and dental certification recommendations for three consecutive certification periods (fourth underway);
- A five-fold increase in carrier applications.

**References**

Michael Wilkey, Director of Compliance and Consumer Services  
21 South Fruit Street  
Concord, NH 03301  
(603) 271-2261  
[michael.wilkey@ins.nh.gov](mailto:michael.wilkey@ins.nh.gov)



**Department of Insurance,  
State of New Hampshire**  
Continuity of Coverage  
July 2014– December 2015

**Scope**

PCG staff members are part of a team that involves both the Insurance Department (NHID) and the Department of Health and Human Services (DHHS). The responsibilities of this team were to assist with planning and implementing the state’s version of Medicaid expansion, which operates as an 1115 waiver that leverages Marketplace QHPs as the Medicaid delivery system.

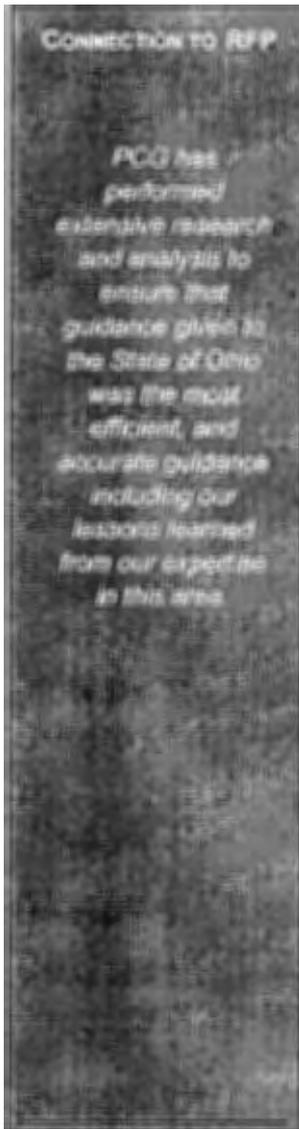
PCG has helped New Hampshire plan to transition the expansion population from the State Plan to the waiver program, from Managed Care Organizations (MCOs) to QHPs. Our project team in New Hampshire brought project management skills, subject matter expertise, legal knowledge, and prior involvements on 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;
- Assisted with successfully obtained federal approval of waiver as well as QHP offerings for expansion population;
- Drafted updated external review application form and related documents to incorporate Premium Assistance Program and more accurately reflect process.

**References**

Michael Wilkey, Director of Compliance and Consumer Services  
21 South Fruit Street  
Concord, NH 03301  
(603) 271-2261  
[michael.wilkey@ins.nh.gov](mailto:michael.wilkey@ins.nh.gov)



**Department of insurance,  
State of Ohio**  
Plan Management Consultants  
June 2014 & March 2016

**Scope**

Authored a papers in 2014 and 2016 for the Department of Insurance, as a subcontractor to INS Consultants, outlining Plan Management best practices. Our best practices included lessons learned in other states, regulatory analysis and policy recommendations for the future plan management review and network adequacy.

**Key Achievement**

- Created two best practices guides that the Department has been using as both training guides and as reference guides to ensure successful QHP review.

**References**

Michael Kogut  
INS Consulting Inc  
419 S 2<sup>nd</sup> St. #306  
Philadelphia, PA 19147  
(215) 531-9054

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# Attachment A

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# Cost Proposal

Public Consulting Group, Inc.

Not to exceed \$50,000

Resource	Role	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Hours	Rate	Staff Cost
Lisa Kaplan Howe	Senior Advisor	2	6	20	10	10	10	10	10	10	88	\$255	\$22,440
Margot Thistle	Senior Consultant	2	4	20	8	4	4	4	4	4	54	\$255	\$13,770
Ben Janelli	Consultant	4	6	10	6	6	6	6	6	0	50	\$210	\$10,500
Sasha Land	Apprentice Business Analyst	2	6	10	6	4	4	4	0	0	36	\$85	\$3,060
	<b>Total Hours</b>	<b>10</b>	<b>22</b>	<b>60</b>	<b>30</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>20</b>	<b>14</b>	<b>228</b>		
	<b>Total Cost</b>	<b>\$2,030</b>	<b>\$4,320</b>	<b>\$3,150</b>	<b>\$6,360</b>	<b>\$5,170</b>	<b>\$5,170</b>	<b>\$5,170</b>	<b>\$4,830</b>	<b>\$3,570</b>			<b>\$49,770</b>

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# Attachment B

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Work Phase	Work Item	Start Date*	End Date*
<b>Phase I: Kick off and regular project requirements</b>	Project logistics finalized, regular meeting schedule established, kick off meeting held	7/1/2016	7/8/2016
<b>Phase II: Research</b>	<i>Deliverables: Initial analytic summary of research findings; Final summary of research findings and stakeholder input</i>		
	Identify, review and analyze similar rules, forms, and criteria that exist or are under development in other states	7/11/2016	7/25/2016
	Identify, review and analyze other relevant standards and best practices	7/11/2016	7/25/2016
	Prepare initial analytic summary of findings and provide to NHID	7/25/2016	7/29/2016
	<i>Summary will include major research findings and analysis</i>		
	Present initial research findings to NHID and prepare information for stakeholder input as desired	8/1/2016	8/5/2016
	<b>Prepare, submit and review final summary of research findings and stakeholder input</b>	8/25/2016	8/31/2016
	<i>Summary will include a comprehensive analysis of relevant research findings and feedback shared during work group meetings</i>		
	<i>Following completion of work group meetings</i>		
<b>Phase III: Stakeholder Input</b>	<i>Deliverables: Stakeholder communication plan; Work group meetings agenda and materials; Final summary of research findings and stakeholder input</i>		
	Strategize stakeholder outreach, participation and agenda; draft and provide stakeholder communication plan	7/11/2016	7/15/2016
	<i>Stakeholder communication plan will outline plan for work group meetings and other communication with stakeholders</i>		
	Facilitate stakeholder outreach	7/18/2016	7/22/2016
	Plan logistics for work group meetings	7/18/2016	7/22/2016
	Develop draft agenda and materials for stakeholder meeting #1; provide to NHID and incorporate NHID feedback	7/18/2016	7/22/2016
	<i>Materials may include bill and research sources</i>		
	<b>Facilitate stakeholder work group meeting #1 and document discussion</b>	7/25/2016	7/29/2016
	Debrief meeting #1 with NHID	8/1/2016	8/5/2016
	Develop draft agenda and materials for stakeholder meeting #2; provide to NHID and incorporate NHID feedback	8/1/2016	8/5/2016
	<i>Materials may include summary of research findings and feedback from first meeting</i>		
	<b>Facilitate stakeholder work group meeting #2 and document discussion</b>	8/8/2016	8/12/2016
	Debrief meeting #2 with NHID and discuss need for additional work group meetings	8/15/2016	8/19/2016
	<b>Prepare for and facilitate additional stakeholder work group meetings as needed (including documenting discussion)</b>	8/15/2016	8/24/2016
	<b>Prepare, submit and review final summary of research findings and stakeholder input</b>	8/25/2016	8/31/2016
	<i>Summary will include a comprehensive analysis of relevant research findings and feedback shared during work group meetings</i>		
	<i>Following work group meetings</i>		
	As desired by NHID, seek stakeholder input on draft form (meeting or written comments)	10/14/2016	10/20/2016
	As desired by NHID, seek informal stakeholder input on preliminary draft regulations (meeting or written comments)	10/14/2016	10/20/2016
<b>Phase IV: Draft Uniform Form and Rules</b>	<i>Deliverables: Outline of form; outline of rules; proposed form; proposed rules; final form; revised drafts of rules</i>		
	Outline proposed form and rules and decision points and provide to NHID	9/1/2016	9/7/2016
	<i>Outline will include outline of topics to be addressed, key points and decisions required</i>		
	Revise and finalize outline	9/8/2016	9/13/2016
	Provide options and recommendations regarding decision-points for form and rules based on research and stakeholder input;		
	Facilitate NHID decisions via a series of meetings	9/8/2016	9/21/2016
	Draft proposed form and rules	9/14/2016	9/28/2016
	<i>Initial drafts for NHID review and comment</i>		
	<b>Provide draft form and rules to NHID</b>	9/29/2016	9/29/2016
	Review drafts with NHID and incorporate feedback	9/30/2016	10/14/2016
	As desired by NHID, review stakeholder input on draft form with NHID and incorporate any changes as directed by NHID	10/21/2016	10/25/2016
	<i>Following preliminary comment period</i>		
	As desired by NHID, review stakeholder input on preliminary draft rule with NHID and incorporate any changes as directed by NHID	10/21/2016	10/25/2016
	<i>Following preliminary comment period</i>		
<b>Phase V: Assist with Rule-Making Process</b>	<i>Deliverables: Public notice; documentation of public comments; revised drafts of rules; final rules</i>		
	Assist with requesting fiscal impact statement	10/25/2016	10/25/2016
	Assist with filing public notice (including releasing draft rule)**	11/10/2016	11/10/2016
	<i>Following receipt of fiscal impact statement</i>		
	<b>Assist with public comment period</b> (including collecting written comments)**	11/18/2016	12/16/2016
	<i>Following notice and until 5 days following hearing</i>		
	<b>Assist with public hearing **</b>	12/9/2016	12/9/2016
	<i>Hearing must be at least 20 days following notice</i>		
	Submit documentation of public testimony and comments to NHID	12/16/2016	12/16/2016
	<i>Documentation will include public comments received during notice period and draft response:</i>		
	<i>Following comment period</i>		
	Review comments and responses with NHID and make and notate revisions to rule as requested by NHID	12/19/2016	1/13/2017
	As needed, assist with requesting amended fiscal impact statement	1/18/2017	1/18/2017
	Assist with submitting rules to JLCAR and presentation	1/26/2017	2/17/2017
	<i>Following receipt of amended fiscal impact statement</i>		
	Review JLCAR comments with NHID and make requested revisions as requested by NHID (final rule)	2/20/2017	2/23/2017
	As needed, assist with requesting amended fiscal impact statement	2/23/2017	2/23/2017
	Assist with documenting changes to JLCAR or further JLCAR review as needed	3/3/2017	3/17/2017
	<b>Assist with publishing final rules</b>	3/22/2017	3/31/2017
	<i>Following JLCAR approval</i>		

\*Dates are tentative and will depend on contract start date

\*\*Final timeline to be determined by NHID

**STATE OF NEW HAMPSHIRE**  
**2016 –Uniform Prior Authorization Form for RX**  
**REQUEST FOR PROPOSALS**

**INTRODUCTION**

House Bill 1608, now pending in the New Hampshire legislature, would charge the New Hampshire Insurance Department (NHID) with simplifying the prior authorization process for prescription drugs by developing a standardized prior authorization form and adopting the form as an administrative rule, through the formal rulemaking process under NH RSA chapter 541-A. The bill specifies that the rule would need to be adopted by on or before March 31, 2017. The NHID is seeking a contractor to perform research and develop a standard prescription drug prior authorization form so the agency will be able to complete this work within the timeframe contemplated in HB 1608. This contract will continue through March 31, 2017.

**GENERAL INFORMATION/INSTRUCTIONS**

The NHID seeks to create a uniform preauthorization form for prescription drugs and adopt rules pursuant to RSA 541-A specifying the contents and format of the uniform prior authorization forms in both paper and electronic versions.

**Research and Analysis:**

The Contractor is expected to seek input from interested stakeholders, including but not limited to prescribers, pharmacists, carriers, and prescription benefit managers. The Contractor shall develop recommendations for New Hampshire's form that take into account both stakeholder input and nationally recognized standards for electronic prior authorization of prescription drugs, including those provided by the National Council for Prescription Drug Programs.

The Contractor shall be responsible for work that includes the following specific tasks:

- Facilitate a minimum of two work group meetings to solicit input from interested stakeholders, including but not limited to prescribers, pharmacists, carriers and prescription benefit managers. The NHID will work with the Contractor to secure a location in Concord, NH, and the Contractor is expected to participate in person.
- Research similar rules, forms, and criteria that exist or are under development in other states.
- Provide NHID with a summary of research and stakeholder input by September 1, 2016.
- Develop a uniform preauthorization form for prescription drugs, in both paper and electronic formats, consistent with the requirements stated in HB 1608.
- Provide NHID with a draft of the administrative rules and a proposed form by October 1, 2016.
- Assist the NHID during the statutory rulemaking process in a manner that will enable the agency to adopt the rule on or before March 31, 2017, including assisting with public hearings and making additional revisions that may be necessary based on stakeholder and

JLCAR input during the rulemaking process.

All of the tasks specified above must be included in any successful proposal submitted to the NHID.

The contractor does not need to work on site at the Department, however, Department resources including desk space, computer, software, and other administrative items can be provided if included in the contractor proposal.

Electronic proposals will be received until 4 pm local time on June 10, 2016, 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](mailto:alain.couture@ins.nh.gov) and include in the subject line: "Uniform Prior Authorization Form for RX"

Proposals should be prepared simply and economically, providing a straightforward, concise description of bidder capabilities and approach to work. Emphasis should be on completeness and clarity of content.

## **EVALUATION OF PROPOSALS**

Evaluation of the submitted proposals will be accomplished as follows:

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

Officials responsible for the selection of a contractor shall insure 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 proposal 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:

The proposal must include a listing of references for recent engagements by the vendor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

(1) Specific skills needed:

- a) Specific skills needed for research and analysis of existing preauthorization forms for prescription drugs in other states.
- b) Proven ability to communicate effectively with interested stakeholders and in providing technical recommendations.
- c) Familiarity with the administration of prescription drug benefits.

- d) Expertise with insurance benefit design, prescription drug benefit structure and administration and the prior authorization process.
  - e) Experience with administrative rulemaking process in NH under NH RSA 541-A. 30 percent
- (2) General qualifications and related experience of the contractor to meet the demands of the RFP. Knowledge of commercial health insurance in general, prescription drug benefits, prescribing and prior authorization processes, and web based prior authorization portals. Excellent communication skills. The proposal must include a summary of experience, including a current resume for each individual expected to perform work under the proposal, and time estimates for each person. 20 percent
- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, by staff member, and the timeline for the work. Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

The proposal must include not-to-exceed limits through contract termination, but the proposal will be evaluated with particular scrutiny of the hourly rates and how efficient the Contractor is likely to be, based on the Contractor's skills and experience. The not-to-exceed limit should serve as a limit for overall NHID financial exposure, but also as a limit on Contractor resources dedicated to this project.

The proposal must include 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. No benefits in addition to payment for services other than those specifically identified above or included in the proposal shall be provided by the NHID under the contract.

The total contract price shall not exceed \$50,000, and bidders are welcome to propose less than this amount. The total contract price will be considered in the evaluation scoring formula.

25 percent

- (4) Plan of Work. Timeframe and deliverables. The proposal must include a Work Plan and specify a timeframe in which the Contractor commits to project deliverables as they are developed. The proposal should be specific about the steps that will be taken by the Contractor. The Contractor is welcome to identify periods of time that they will have reduced resources available, or other considerations that will allow resource planning during the term of the contract. The Work Plan should include a description of the anticipated products, a schedule of tasks, deliverables, major milestones, and task dependencies

25 percent

- (C.) Conflict of Interest. The applicant shall disclose any actual or potential conflicts of interest.
- (D.) Other Information. The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being May 23, 2016. Questions should be directed to Al Couture via email at [Alain.Couture@ins.nh.gov](mailto:Alain.Couture@ins.nh.gov). Please include "Uniform Prior Authorization Form for RX"

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website [www.nh.gov/insurance](http://www.nh.gov/insurance), by May 26, 2016.

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. If the bidder requires any changes to the P-37, those changes need to be identified in the proposal. The State reserves the right to negotiate specific terms in the contract after selection of the successful vendor.

The selection of the winning proposal is anticipated by June 15, 2016, and the NHID will seek to obtain all state approvals by late-July. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by June 22, 2016 in order for deadlines to be met.

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 will enter into a final contract only upon on passage of HB 1608.

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 that trade secrets, social security numbers, home addresses and other personal information are not included.

**Agreement with Public Consulting Group, Inc.  
2016-Uniform Prior Authorization Form for RX  
Exhibit B**

**Contract Price, Price Limitations and Payment**

Total compensation under this contract with Public Consulting Group, Inc. ("PCG") shall not exceed \$49,770, including travel.

PCG shall present an itemized invoice to the Department for payment which sets forth the date of service, number of hours in providing the services, the name of the individual(s) providing such service, and a description of the service provided. The Department will pay such invoices for services with 30 days of receipt.

**Agreement with Public Consulting Group, Inc.  
2016-Uniform Prior Authorization Form for RX**

**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

6/21/16  
Date

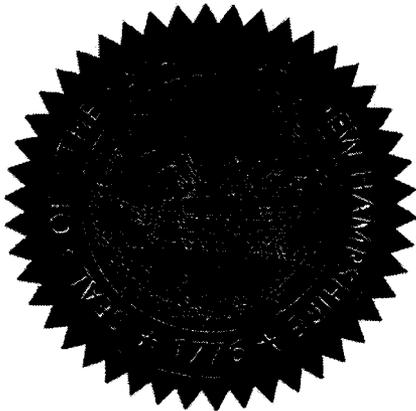
  
Contractor Signature

William S. Mosakowski

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 2<sup>nd</sup> day of May, A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

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

28<sup>th</sup> day of April, 2016, 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, acting by and through the New Hampshire Department of Insurance, providing for the performance by the Corporation of certain Rx Uniform Prior Authorization form development 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 29 day of June, 2016.

President and CEO  
(Title)

(Seal)

STATE OF MA

COUNTY OF Suffolk

On this the 29 day of June, 2016, before me, Diane Casey, the undersigned officer,

personally appeared William S. Mosekewski, who acknowledge her/himself to be the

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

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

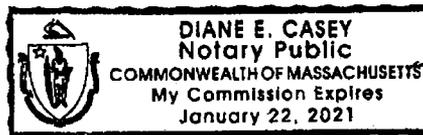
purposes therein contained, by signing the name of the corporation by her/himself as

William S. Mosekewski

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

Diane Casey  
Notary Public/Justice of the Peace

My Commission expires: January 22, 2021





# 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).

<b>PRODUCER</b> TGA Cross Insurance, Inc. 401 Edgewater Place, Suite 220 Wakefield, MA 01880  www.tgacross.com		<b>CONTACT NAME:</b> TGA Cross Insurance, Inc. <b>PHONE (A/C, No, Ext):</b> 781-914-1000 <b>E-MAIL ADDRESS:</b> switchboard@tgacross.com <b>FAX (A/C, No):</b> 781-246-2601	
<b>INSURED</b> Public Consulting Group, Inc. 148 State St., 10th fl. Boston MA 02109		<b>INSURER(S) AFFORDING COVERAGE</b>	
		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 <input type="checkbox"/> 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 - COMP/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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ N/A <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		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 J Gregory

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## STANDARD EXHIBIT I

The Contractor identified as Public Consulting Group, Inc., 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**

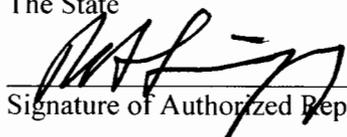
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section 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 State

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

Roger Seigny  
\_\_\_\_\_  
Name of Authorized Representative

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

June 27, 2016  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name of the Contractor

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

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

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

June 21, 2016  
\_\_\_\_\_  
Date