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**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

John Elias
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

July 6, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a **retroactive** and **sole source** contract amendment (originally approved by the Governor and Council on November 22, 2017, agenda item #24) with Public Consulting Group, Inc. of Boston, MA (Vendor # 161843), for the provision of consulting services by increasing the amount by \$26,200 from \$71,881 to \$98,081 and extending the end date from June 30, 2018 to September 30, 2018. This agreement is to be effective upon Governor & Council approval. 100% Federal Funds.

The additional funding is available in the account titled Enforcement & Protection Grant as follows:

Account	FY2019
02-24-24-240010-12120000-046-500464 Consultants	\$26,200

EXPLANATION

The New Hampshire Insurance Department has received a federal grant for the purpose of enhancing the States' ability to effectively enforce the consumer protections under Part A of title XXVII of the PHS Act. The purpose of the grant program is to help the State expand its review of parity in mental health and substance use disorder benefits, as well as some work to ensure that health insurance issuers do not include discriminatory benefit designs that discourage people with potentially high-cost medical conditions from enrolling in those plans and to enhance review of issuer form filings to ensure coverage of preventive health services without cost sharing.

This vendor has been assisting the NHID with 1) the development of an electronic desktop resource tool for Consumer Service Officers (CSOs) to deliver consistent information to health insurance consumers regarding parity in mental health and substance abuse benefits, and coverage of preventive health benefits and non-discrimination; 2) the creation of outreach and education materials on parity in mental health and substance abuse benefits, and coverage of preventive health benefits and non-discrimination covered by compliant health insurance plans; and 3) the provision of training to NHID staff on the use the tools and materials and the process for creating and updating the tools. The retroactive amendment is necessary to allow the Contractor additional time to complete additional resource tool and consumer fact sheet topics that were not anticipated in the changing insurance market. The contract amendment is sole source because the amended amount is greater than 10% of the original contract price.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the amendment of the Public Consulting Group, Inc. contract. Your consideration of the request is appreciated.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Alexander K. Feldweber, for". The signature is written in a cursive style.

John Elias
Commissioner

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 3rd day of July, 2018 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Public Consulting Group, Inc. (hereinafter referred to as the "Contractor"), shall be retroactive to June 30, 2018.

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on November 22, 2017, agenda item #24, the Contractor agreed to perform certain services to assist the NHID in enhancing the State's ability to effectively enforce consumer protections under the Part A of title XXVII of the PHS Act., upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified there, and;

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

WHEREAS, due to a delay in funding approval, additional time is required to complete the work;

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

1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by retroactively extending the completion date from June 30, 2018 to September 30, 2018
- B. Amend Section 1.8 of the General Provisions by changing the price limitations from \$71,881 to \$98,081.00
- C. Replace Attachment A with Attachment A-1: RFP 2017-ECG 104 Consumer Services Resource Tool
- D. Replace Attachment B with Attachment B-1: RFP 2017-ECG 104 Consumer Services Resource Tool

2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

3. Continuance of Agreement

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

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

CONTRACTOR:

Public Consulting Group, Inc.

By: James Waldinger
James Waldinger

NHID:

State of New Hampshire acting
through the New Hampshire Insurance
Department

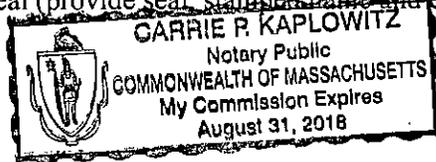
By: Alexander K. Felsch, for
John Elias, Commissioner

NOTARY STATEMENT

On this the 3rd day of July, 2018, there appeared before me Carrie P. Kaplowitz (Notary Name) the undersigned officer appeared James Waldinger (Designated Officer Name) who acknowledged him/herself to be Manager (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

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

By: Carrie P. Kaplowitz



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

By: Christina Marshall, Assistant Attorney General on 7/9/18

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

Public Consulting Group, Inc.

RFP 2017-ECG 104 Consumer Services Resource Tool

Amended

Exhibit A-1

Scope of services

Summary of Services to be provided:

- 1) Develop an electronic resource desktop tool for Consumer Service Officers (CSOs) to deliver consistent information to health insurance consumers regarding parity in mental health and substance abuse benefits, coverage of preventive health benefits and non-discrimination topics
 - a) The contractor will create documents on critical subject matter areas identified by the NHID including definitions, legally accurate information in a logical and easy to read format, electronic links to relevant statutes/rules/bulletins, and FAQs.
 - i. Additional materials to be developed include:
 1. Medicaid Eligibility-including expansion for CY2019 and beyond
 2. Non-ACA medical health insurance products offered in NH
 - b) The vendor is expected to interview subject matter experts at NHID.
 - c) The editable documents will be aggregated into an electronic manual to be made available on each CSO's desktop.
- 2) Conduct staff training on the information and use of the desktop tools as well as on the process to update the manual and materials to keep them current.
- 3) Create outreach and education materials on the key topics identified in the areas of mental health and substance use disorder, preventive health services and non-discrimination topics.
 - a) The vendor will create consumer oriented versions of the content used by CSOs to educate and inform New Hampshire health insurance consumers in a variety of delivery methods including presentation software, electronic and printed materials, webinars and in person trainings.
 - i. Additional consumer materials to be developed include:
 1. Coverage for Certain Biologically-Based Mental Illnesses
 2. Cost Sharing and Out of Pocket Consumer Costs for Medical services
 3. Health Insurance Premium Rates

4. In-Network and Out-of-Network Providers and Facilities
5. Balance Billing
6. Annual and Lifetime Dollar Limits and Benefits and Essential Health Benefits
7. Appeals and External Review
8. Federal COBRA Benefits and new Hampshire State Continuation of Benefits
9. Medicaid Eligibility
10. Non-ACA medical health insurance products offered in NH
11. Short Term Limited Duration Insurance

b) The vendor will provide training on the identified topics to NHID consumer services and other staff, including the additional materials developed.

- 4) The work product will be owned by the NHID.
- 5) The tools and materials to be created in MS Office product or other commonly used desktop software.
- 6) The contractor shall perform all other tasks as described in the RFP 2017-ECG 104 Consumer Services Resource Tool (attached) and the bid response (attached) which are incorporated by this reference

Public Consulting Group, Inc.

RFP 2017-ECG 104 Consumer Services Resource Tool

Amended

Exhibit B-1

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors amended proposal, not to exceed the total contract price of \$98,081.00. The services shall be billed at least monthly and the invoice for the services shall identify the person or persons providing the service. Payment shall be made within 30 days of the date the service is invoiced.

State of New Hampshire

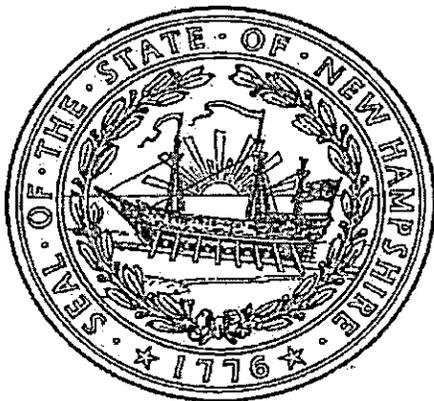
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC CONSULTING GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 30, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 104752

Certificate Number: 0004115424



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of July A.D. 2018.

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

William M. Gardner
Secretary of State



Public Focus. Proven Results.™

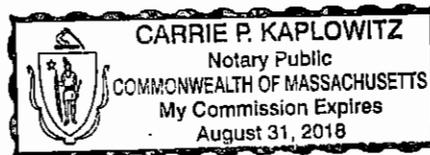
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NH INSURANCE DEPARTMENT
JUL 06 2018

CERTIFICATE OF SIGNATURE AUTHORITY

The undersigned Mark R. Kmetz, Assistant Secretary of Public Consulting Group, Inc., a Massachusetts corporation (hereinafter "the Company"), does hereby certify that James Waldinger, a Manager for the Company, is authorized to execute on behalf of the Company an amendment to a contract with the State of New Hampshire, acting by and through the New Hampshire Insurance Department, providing for the performance by the Company of certain Plan Management Services; and that he is authorized to take any and all such actions, and execute, seal, acknowledge, and deliver on behalf of the Company any and all documents, agreements, and other instruments (and any amendments, revisions, or modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same; and that his signature affixed to any such instrument or document shall be conclusive evidence of his authority to bind the Company thereby.

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate on this 5th day of July 2018.

Mark R. Kmetz
Assistant Secretary



Commonwealth of Massachusetts
County of Suffolk

On this 5th day of July 2018, before me Carrie P. Kaplowitz the undersigned officer, personally appeared Mark R. Kmetz, who acknowledged himself to be the Assistant Secretary of Public Consulting Group, Inc., and that such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Notary Public



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

YR 24

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

November 1, 2017

His Excellency, Governor Christopher T. Sununu
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 \$71,881, for consulting services effective upon Governor & Council approval through June 30, 2018. 100% Federal Funds.

Funding is available in account titled Enforcement & Protection Grant for Fiscal 2018.

	<u>FY2018</u>
<u>02-24-24-240010-12120000-046-500464 Consultants</u>	\$71,881

EXPLANATION

The New Hampshire Insurance Department has received a federal grant for the purpose of enhancing the States' ability to effectively enforce the consumer protections under Part A of title XXVII of the PHS Act. The purpose of the grant program is to help the State expand its review of parity in mental health and substance use disorder benefits, as well as some work to ensure that health insurance issuers do not include discriminatory benefit designs that discourage people with potentially high-cost medical conditions from enrolling in those plans and to enhance review of issuer form filings to ensure coverage of preventive health services without cost sharing.

The NHID seeks assistance from this vendor for 1) the development of an electronic desktop resource tool for Consumer Service Officers (CSOs) to deliver consistent information to health insurance consumers regarding parity in mental health and substance abuse benefits, and coverage of preventive health benefits and non-discrimination; 2) the creation of outreach and education materials on parity in mental health and substance abuse benefits, and coverage of preventive health benefits and non-discrimination covered by compliant health insurance plans;

and 3) the provision of training to NHID staff on the use the tools and materials and the process for creating and updating the tools.

The Request for Proposal was posted on the NHID's website on September 14, 2017 and sent to past bidders for NHID 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. as most responsive to the RFP.

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

Respectfully submitted,

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

Roger A. Sevigny
Commissioner

ECG-XXX PROPOSALS EVALUATIONS

Evaluation Committee members: Michael Wilkey, Keith Nyhan, Alain Couture, Jennifer Patterson, Martha McLeod

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

On October 17, 2017 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Timeframe and Deliverables (00% of points)	CONTRACTOR EXPERIENCE & QUALIFICATIONS (00% of points)	PLAN OF WORK (00% of points)	Bid Price- BUDGET AMOUNT	COST (0% or points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
RFP 2017-ECG-104 Consumer Services Resource Tool								
Examination Resources	25.00%	15.00%	22.00%	\$86,825	20.70%	82.70%	62.00%	
Public Consulting Group, Inc.	26.00%	19.00%	20.00%	\$71,881	25.00%	90.00%	65.00%	

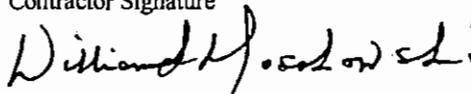
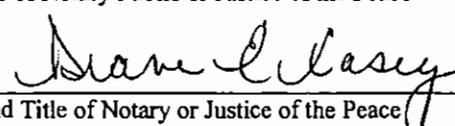
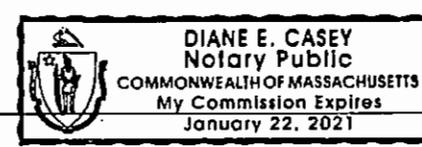
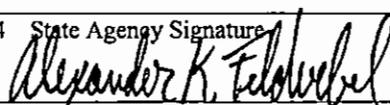
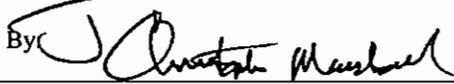
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 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 02-24-24-240010-12120000-046-500464	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$71,881
1.9 Contracting Officer for State Agency Alexander Feldvebel		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 and CEO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>Oct 30, 2017</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			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
Date: <u>11/2/17</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  <u>11/7/17</u> On: <u>November 7, 2017</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.

Public Consulting Group, Inc.

RFP 2017-ECG 104 Consumer Services Resource Tool

Exhibit A

Scope of services

Summary of Services to be provided:

- 1) Develop an electronic resource desktop tool for Consumer Service Officers (CSOs) to deliver consistent information to health insurance consumers regarding parity in mental health and substance abuse benefits, coverage of preventive health benefits and non-discrimination topics
 - a) The contractor will create documents on critical subject matter areas identified by the NHID including definitions, legally accurate information in a logical and easy to read format, electronic links to relevant statutes/rules/bulletins, and FAQs.
 - b) The vendor is expected to interview subject matter experts at NHID.
 - c) The editable documents will be aggregated into an electronic manual to be made available on each CSO's desktop.
- 2) Conduct staff training on the information and use of the desktop tools as well as on the process to update the manual and materials to keep them current.
- 3) Create outreach and education materials on the key topics identified in the areas of mental health and substance use disorder, preventive health services and non-discrimination topics.
 - a) The vendor will create consumer oriented versions of the content used by CSOs to educate and inform New Hampshire health insurance consumers in a variety of delivery methods including presentation software, electronic and printed materials, webinars and in person trainings.
 - b) The vendor will provide training on the identified topics to NHID consumer services and other staff.
- 4) The work product will be owned by the NHID.
- 5) The tools and materials to be created in MS Office product or other commonly used desktop software.
- 6) The contractor shall perform all other tasks as described in the RFP 2017-ECG 104 Consumer Services Resource Tool (attached) and the bid response (attached) which are incorporated by this reference



The New Hampshire Insurance Department

New Hampshire Consumer Services Resource Tool

October 12, 2017 4:00 PM

RFP#: 2017 - ECG 104

ATTN: Alain Couture
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, New Hampshire 03301
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Public Focus. Proven Results.™

October 12, 2017

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

Mr. Couture:

Public Consulting Group, Inc. (PCG) along with our strategic partner, Civix Strategy Group is pleased to present this submission to the New Hampshire Insurance Department in response to the Request for Proposal for the Consumer Services Request Tool (RFP#: 2017 - ECG 104).

PCG is a management consulting firm with over 30 years of experience working with state government agencies and Civix Strategy Group is a full-service grassroots engagement firm that specializes in creating user-friendly and consumer-complaint educational materials covering complex and important topics. Our firm has had successful consumer educational engagements with Civix in the past, and we are pleased to continue this relationship to the benefit of the New Hampshire Insurance Department.

Throughout this proposal we have included references to our team's most relevant project work. Our proposed team is comprised of high quality subject matter expertise and consumer outreach and education experience with a particular focus in the areas of mental health parity, substance abuse disorder, preventive health benefits and non-discrimination.

We look forward to supporting the New Hampshire Insurance Department and continuing the positive relationship we have built during previous engagements.

Please do not hesitate to reach out if you have any questions regarding this submission.

Thank you again for your consideration.

John Shaughnessy
Practice Area Director, Health
Public Consulting Group, Inc.

TABLE OF CONTENTS

1. Introduction and Overview of PCG and Civix Strategy	2
2. Proposal-Specific Experience and Expertise	3
3. General Qualifications and Related Experience	11
4. Cost Proposal	13
5. Plan of Work	14
6. Conflict of Interest	18
7. Other Information	19
8. Appendix A: Qualifications	20
9. Appendix B: Resumes	32

1. Introduction and Overview of PCG and Civix Strategy



1. INTRODUCTION AND OVERVIEW OF PCG AND CIVIX STRATEGY

Public Consulting Group, Inc. (PCG) and Civix Strategy Group (Civix) is pleased to offer this proposal in response to the request for proposals (RFP) to assist with the design and development of an electronic resource desktop tool for the New Hampshire Insurance Department's ("Department" or "NHID") Consumer Service Officers (CSOs) as well as accompanying trainings and outreach and educational materials on various key topics. Our team is uniquely qualified to offer these particular services to the NHID given our history providing similar services to the NHID as well as additional services across the granite state.

PCG has been a trusted partner to the NHID for the past four years, providing strategic and operational assistance across a number of engagements ranging across nearly all aspects of the Department's jurisdiction related to commercial health insurance, the state's health insurance marketplace and supporting the state's Medicaid expansion waiver program.

In addition to this work, PCG and Civix have teamed together several times in New Hampshire and in other states to provide similar services both in support of a state agency operation and also in the areas of strategic communication and consumer outreach.

Our two firm's previous New Hampshire work together includes executing the "Covered New Hampshire" consumer education and engagement campaign, a statewide public relations and communications engagement which spanned all aspects of traditional and digital media. Our combined teams provided educational tools and resources to New Hampshire's uninsured populations, worked with community based organizations to engage with the states uninsured and commercially insured populations where they lived.

Our two firms also worked in partnership to provide strategic communications and outreach support to the Department of Health and Human Services during the launch of the New Hampshire Health Protection Program (NHHPP). In our role, our team assisted with developing consumer facing materials related to the NHHPP's launch and the benefits of enrolling in this landmark program.

PCG and Civix are submitting this proposal as a joint effort whereby PCG will leverage its knowledge of the NHID's operations and role as a regulator of the state's commercial insurance markets and its intimate knowledge of the coverage options available within the state and across its diverse delivery system, and Civix strategies will assist the team in developing any public-facing materials which may emerge from our internal work. Civix has years of expertise in creating user-friendly and consumer-compliant educational materials covering complex and important topic.

Our team greatly appreciates the opportunity to respond to this RFP and hopes to continue our relationship with the NHID through an ongoing focus on improving internal operations, supporting the Consumer Services Department and ensuring that the state's insurance consumers continue to have the most relevant and important information at their disposal whenever it is needed.

2. Proposal-Specific Experience and Expertise



2. PROPOSAL-SPECIFIC EXPERIENCE AND EXPERTISE

Demonstrates expertise relevant to the development and delivery of consumer services and health insurance related education and training materials.

a. Expertise and current knowledge of New Hampshire health insurance laws and regulations, qualified health plans and mental health and substance use disorder services;

b. Expertise and current knowledge of the federal Mental Health Parity and Addiction Equity Act (MHPAEA);

c. Specific skills needed for creating education materials for consumer services employees and consumers on health insurance and medical topics;

d. Proven ability to communicate effectively in providing education and training to employees and consumers;

e. Experience and knowledge of health and health insurance literacy; and

f. Possess an understanding of the opportunities, barriers and challenges faced by consumers in using health insurance and the health care delivery system.

Expertise and Current Knowledge of Health Insurance Laws and Regulations, QHPs and Mental Health and SUD Services

Members of the Public Consulting Group, Inc. (PCG) team – specifically Ms. Lisa Kaplan Howe and Ms. Margot Thistle – have extensive working knowledge of health insurance laws and regulations both at the federal level and at the state level in New Hampshire.

They have in-depth knowledge of the health insurance related provisions of the Patient Protection and Affordable Care Act (ACA). They have not only reviewed and analyzed the ACA, but also have worked with the law and its evolutions since its passage.

Both have a detailed knowledge of the law itself as well as each set of federal regulations promulgated since its passage, including the Benefit and Payment Parameters and the Letters to Issuers in the Federally-Facilitated Marketplaces passed each year as well as other one-off guidance. With each release, our team has done a detailed review, extracting and analyzing applicable policy developments that impact plan requirements, including specific to:

- ✓ The requirements to cover preventive health services outlined by the U.S. Preventive Services Task Force without cost-sharing;
- ✓ The requirements related to non-discriminatory marketing practices and plan design and coverage of all Essential Health Benefits (EHB) (including related to benefits and cost-sharing for chronic and high-cost medical conditions, limitations and exclusions, and Plans and Benefits Template explanations and exclusions) and of prescription drugs specifically (including related to formulary outliers and clinical guidelines); and
- ✓ The requirements for parity in mental health and substance use disorder (SUD) coverage as compared to other medical benefits (including related to financial requirements, annual and lifetime limits, and quantitative and non-quantitative treatment limits).

PCG's Kaplan Howe and Thistle have not only reviewed and analyzed the ACA, but have also worked with the law and its developments since its passage.

Importantly, PCG also has extensive experience applying the ACA and applicable regulations to assist client initiatives, including in New Hampshire. Having participated directly in health plan review in New Hampshire and in numerous other states since the first certification period in 2014, our team understands how federal laws and regulations play out in practice. In recent years, our reviews in several states we assist, including Rhode Island and Pennsylvania, have focused closely on preventive services and associated cost sharing, discriminatory benefit and plan design, and parity for mental health and substance use disorder benefits and services. We regularly conduct reviews of plan components, including using and training state staff on the Formulary Review Suite to review formularies across insurers and plans to identify deficiencies in overall drug coverage, outliers and gaps for clinically-appropriate drugs and therapies, and discriminatory designs based on plan drug tiers or prior authorization restrictions. Additionally, PCG has evaluated insurer provider network management policies and procedures to identify differences between how insurers manage and monitor enrollee access to medical providers versus access to behavioral health services.

Further, we are providing technical assistance to the **Pennsylvania Insurance Department** in review of the formularies for compliance with all applicable state and federal laws and guidance, including federal nondiscrimination standards. Similarly, in **Rhode Island** we have provided pharmacy and therapeutics health insurance expertise to study the potential for discrimination in formulary design and development. As part of that work, our team developed recommendations on additional issuer data/information that may address gaps in assessing issuer compliance with federal and state requirements, especially those pertaining to non-discrimination and mental health/substance use disorder parity. PCG also:

- ✓ Created new data/information collection templates to support recommendations related to provider network analysis and parity;
- ✓ Crafted a best practices and lessons learned deliverable on discriminatory benefit designs and preventive care issues; and
- ✓ Identified potentially discriminatory practices for several plan design components and provided an example for each discriminatory practice cited along with proposed state enforcement actions.

As part of our work as the plan management vendor in **New Hampshire** – as well as in other states, including Delaware and Arkansas – we have been responsible for not only tracking, analyzing, and advising regarding regulations, their application to operations, and the impact on the state and its consumers, but also understanding how the federal law and rules intersect with longstanding state law since inception. We have spent significant time reviewing and analyzing related state RSAs and sections of the INS to understand their content and intersection with federal statute and regulations so that we can accurately advise the NHID not just on what the ACA says but the comprehensive standards for health insurance in the state. This has included annually completing a crosswalk and flagging issues of state-federal rule intersection that have to be address and / or communicated. We also immersed ourselves in the details of New Hampshire insurance law during our work with the NHID related to the development and implementation of the Premium Assistance Program (PAP) (for which we did a side-by-side analysis of state insurance law to Medicaid standards) and our work on the state's uniform prescription drug prior authorization form. Additionally, by virtue of her prior work in the state, Ms. Kaplan Howe also has worked with the state insurance laws and regulations prior to her years at PCG.

In New Hampshire, and also in other states, we have helped our clients identify differences between federal and state requirements for non-discrimination, parity, and preventive services specifically. For example, some of our state clients implemented plan requirements and consumer protections that exceeded federal standards, such as requiring plans to cover non-traditional treatment delivery (oral chemotherapy drugs and therapeutics) or expanding the types of contraceptives which must be covered under plans' preventive services benefits.

As a result of this work, we are familiar with provisions of New Hampshire statutes and administrative rules that are applicable to this scope of work, including

- ✓ RSA 415:18-I, RSA 417-D:2, RSA 420-A:17-c, and RSA 420-B:8-gg related to coverage of preventive services;
- ✓ RSA 415:15, RSA 415-A:2, Ins 401.08 and Ins 1907 related to non-discrimination; and
- ✓ RSA 415:6-b, RSA 415:18-a, RSA 417-E, RSA 420-B:8-b, and Ins 2702 related to parity for mental health and substance use disorder services.

We have also regularly assisted with drafting sub-regulatory state guidance, some of which is directly applicable to this work. We have annually assisted with the drafting of the annual Qualified Health Plan (QHP) bulletins, including sections regarding Mental Health and Substance Use Disorder parity standards and regarding non-discrimination standards, in particular related to prescription drug coverage. We also worked hand-in-hand with the Department to draft the 2016 Coverage of Preventive Health Services under the Patient Protection and Affordable Care Act bulletin. This work has increased our fluency in the provisions of specific interest to this endeavor. Our broader experience related to the Mental Health and Substance Use Disorder parity law is detailed below.

PCG has supported the Department during the development of PAP and the Prescription Drug Prior Authorization Uniform Report, and Senate Bill 413.

PCG also has uniquely in-depth knowledge of the QHPs in the New Hampshire market, having reviewed them for certification. PCG staff is actively engaged in not only reviewing plan submissions, but also assessing them for compliance, communicating with examiners and carriers regarding plan design, and creating a plan compare overview of the QHPs in the market. By virtue of this ongoing in-depth analysis of New Hampshire QHPs, we have significant knowledge not only of the plan design of individual plans, but also trends in the market as far as options and coverage.

Finally, and also by virtue of our plan management work, we have insight into the mental health and substance use disorder services available in the state. Our review of plans includes a review of the services that the plans cover. In addition, in order to support a more detailed and informed review of networks for mental health services, our staff cataloged the services and service providers available in New Hampshire and used that information to inform our review of plans and the access they provide to a variety of mental health and SUD services. PCG also created a data collection tool to allow the Department to obtain a snapshot of issuers substance abuse treatment services for certain categories throughout the state so that a better understanding of capacity and gaps could be assessed. Similarly, in our plan management work in other states, we have reviewed detailed behavioral health benefit codes in order to assess compliance with mental health parity requirements, which has provided insight into mental health and SUD services.

Expertise and Current Knowledge of the Federal MHPAEA

PCG staff has developed a working knowledge of the Mental Health Parity and Addiction Equity Act (MHPAEA) to support our work with various states. We have a detailed understanding of how to apply the Act's prohibition on differences in: financial requirements, such as cost sharing; annual and lifetime limits; quantitative treatment limitations; and non-qualitative treatment limitations such as geographic limits, facility-type limits, and network adequacy and access between mental health and SUD benefits and the predominant requirements or limitations for other medical benefits, across six categories and subcategories for specialists.

 We have relied on our understanding of MHPAEA for work in various states over the last several years. For the state of Rhode Island, we provided statutory and regulatory analysis of the impact of federal policy on state practices. We then advised the state regarding additional data and information needed to address gaps that could impact their ability to assess issuer compliance with parity requirements and provided templates to support that data collection.

We have assisted various states in reviewing form filings and data submissions to assess insurer compliance with parity requirements, based on data collected from insurers including regarding cost sharing, benefit referrals, formularies, and pharmacy prior authorization. In Pennsylvania, we are also doing a close review of formularies specifically for compliance with MHPAEA regarding non-quantitative treatment limits including the formulary exception process. 

For Rhode Island and Pennsylvania, we created Requests for Information from issuers to help regulators identify subtler ways that mental health and SUD treatment can be limited. In Pennsylvania, we are also developing tools and training Insurance Department staff to review of plans, including for compliance with MHPAEA.

Other work we have completed specific to MHPAEA includes:

- ✓ Assisting clients in identifying differences between federal and state requirements for parity; and
- ✓ Evaluating provider networks, management policies and procedures for any MHPAEA violations.

Specific Skills Needed for Creating Education Materials for Consumer Services Employees and Consumers

Translating dense, technical information related to commercial insurance standards into accessible, accurate consumer facing messaging and information will be challenging, but our team brings significant expertise, from both the technical expertise perspective as well as a consumer communications perspective.

PCG and members of our proposed team have significant experience in successfully creating educational materials for professionals to use in providing consumer support both nationally and in New Hampshire.

PCG managed the Covering New Hampshire consumer assistance program in New Hampshire through its first three years of operation. The two PCG staff members that lead that work – Mr. Aaron Holman and Mr. Ben Janelli – will lead our efforts to create materials for NHID consumer services staff and assist with training those staff members.

A significant part of our work in support of the states' consumer outreach and education campaign relative to the New Hampshire Health Insurance Marketplace was to provide educational materials for over 40 full-time Marketplace Assistors who provided direct assistance to individuals in need of health insurance. PCG created easy to use and understand, succinct, and tested materials with information that successfully informed staff and enabled them to serve consumers. We are adept at boiling down technical topics into materials that consumer service staff can use to assist consumers.

PCG is adept at boiling down technical topics into materials that consumer service staff can use to support consumers.

Our team ran over a dozen trainings over the course of the project where we delivered day long trainings which ranged in topics from how to translate common technical terms used in commercial health insurance to how to identify the top priorities of an individual who has never used health insurance when purchasing for the first time. Beyond this, much of our work focused on how to train our assistors to help individuals use their health insurance appropriately after they had signed up. This type of training ranged from discussing topics like the importance of primary care, how preventive health benefits work and how to navigate consumer service functions inside the states insurers.

Specific to the New Hampshire Insurance Department, as part of our plan management work, we have routinely created educational materials for NHID staff. Most significantly, on an annual basis we have created a plan compare document that is made available to both consumers and NHID staff. We refine this document on an annual basis to ensure the information provided is accurate, clear and useful.

Likewise, we have assisted in the development of checklists and tools that educate carriers on how to complete the plan submission process. This requires compiling state and federal guidance into easily presentable materials for carriers, as well as guides for filing, which requires an understanding of previous year's process and requirements for both regulatory and filing instruction.

We also are adept at creating responsive educational materials to be provided directly to consumers. As part of our plan management work, We have also included as our team's Consumer Education Materials lead, Ms. Karen Hicks from Civix. Ms. Hicks has longstanding experience in crafting targeted messaging that educates and informs consumers. That messaging is always based in research and tailored to specific target audiences to ensure the most effective use of outreach funds. Civix has been functioning in Concord for almost three years now but their staff, lead by Ms. Hicks has decades of experience user-friendly and consumer-compliant educational materials covering complex and important topics.

Ms. Hicks brought those skills to staffing the outreach and education portion the Covering New Hampshire educational campaign throughout its tenure. Ms. Hicks was responsible for creating public-facing materials that educated those in need of insurance about the new health care options in the Marketplace through targeted messaging. In addition, the PCG / Civix our team assisted with developing consumer facing materials related to the NHHPP launch to educate the public about the landmark program and the benefits of enrolling coverage through it. Throughout the two campaigns our teams produced over a quarter of a million pieces of educational materials.

By virtue of that experience, we are adept at creating public-facing materials that effectively translate the complexities of health insurance. Our team has been a part of dozens of focus groups designed to test the effectiveness of messaging of certain content on Granite Staters related to insurance and other health related benefits, our team has also fielded several statewide polls of perspectives on health care and consumer protections. This knowledge will allow our team to produce materials without lengthy research periods.

Proven Ability to Communicate Effectively in Providing Education and Training to Employees and Consumers

PCG's expertise extends beyond creating written materials. Several of the members of our team have also been extensively engaged in successfully training staff within and outside of the NHID.

A key component of our **Covering New Hampshire** work was developing curriculum for and running **trainings for Marketplace Assistants** to prepare them for assisting consumers. That work relied upon and built PCG's curriculum development and training expertise. Several full-day trainings were held per year, prior to and following open enrollment periods. During these events we trained 80 to 100 participants on targeting messaging to consumers, the technical intricacies of the health insurance marketplace, and outreach techniques. Beyond these trainings we also develop a certification course for all marketplace assistants which consisted of a pre-packaged curriculum and an online exam. Our process for certifying those assistants was approved by CCIO and our materials were used in several states for training assistants. PCG was even invited to speak at the National Governors Association as a model state for effective training and certification methods of marketplace assistants.

Additionally, throughout PCG's Plan Management engagement with the Department, we have conducted multiple staff trainings to develop in-house expertise on the ACA within the Compliance Team and the Consumer Division. We meet with the Consumer Services staff yearly to provide insights into the changes upcoming in the Marketplace. Our team also creates in-depth trainings for the Compliance Team each year, including regarding best practices, lessons learned, and federal regulatory changes.

In addition to group trainings, we have assisted in **one-on-one instructional sessions** with Department staff to ensure they understand the work our project team does relative to templates that are part of QHP binders and the CMS QHP Review Tools. During the 2017 certification period, we assisted the Consumer Division in understanding the plan compare documents and training them on the Marketplace offerings to ensure they are able to provide consumers with accurate information about the New Hampshire Marketplace offerings for plan year 2017. We are in the process of doing the same for 2018.

PCG staff has also supported **carrier trainings**. We have helped to prepare for and have participated in the annual Carrier QHP Kickoff meetings and have participated in weekly meetings with all insurance carriers in the state, educating and assisting them in the completion of both state and federal filing requirements, including completing templates. PCG fields all network adequacy and binder questions, assisting as well with filing side issues and questions throughout the certification period.

Experience and Knowledge of Health and Health Insurance Literacy

By virtue of our in-depth and working knowledge of health insurance and our education and training work relative to health insurance, we have both an understanding of the key knowledge needed to ensure health and health insurance literacy and the best practices to support such literacy.

The members of our team have a strong understanding of the technical aspects of health insurance, including how benefits are administered, how cost sharing is designed, and what limitations on coverage exist. They also understand how formularies and provider networks impact coverage. We have reviewed carrier documents in detail, such as form filings, plan documents, formularies, networks, and Summaries of Benefits and Coverage. All of this is critical to understanding how plans are designed and how they intersect with to preventive care, non-discrimination, and mental health and SUD parity protections.

We also have a strong appreciation of health care and health literacy issues and have trained consumer services staff regarding those issues. As part of our Covering New Hampshire work, PCG developed a health care and health insurance literacy curriculum for assisters as they sought to better inform New Hampshire's newly insured and soon-to-be-insured populations. The curriculum drew from national best practices and expertise while also being tailored to the state's unique health care and health insurance landscape. It included training on key issues related to coverage retention and use. With training from PCG, assisters effectively developed competency in health care and health insurance literacy and were able to educate consumers on those topics.

As a result of this work, we have a strong appreciation for the gaps in health and health literacy in New Hampshire specifically and the best practices to addressing those gaps.

Possess an Understanding of the Opportunities, Barriers and Challenges Faced by Consumers

New Hampshire consumers have significant opportunities for protection under existing insurance standards, including those related to preventive care services, non-discrimination, and mental health and SUD parity. In most cases the law provides clear requirements that protect against inappropriate barriers to care. However, very few consumers understand these protections exist, let alone know the details of them. Without that knowledge, they cannot ensure they are being treated fairly.

As part of supporting assisters as they helped to build health care and health insurance literacy among consumers, our staff became educated on the lack of knowledge that created barriers and challenges for consumers related to their health insurance coverage. We were successfully able to take steps to address those barriers and challenges by supplying information and tactics that could be used to educate consumers.

Much of our learning in this realm came from a series of statewide polls that our team fielded which focused on understanding what Granite Staters knew or did not know about their health coverage. Many of the topics we examined were attempting to identify where consumers derived value from their health coverage. Much of what we found was typical of many states, most individuals greatly undervalue preventive health services and many also believe that their coverage is not as robust as they suspect. Additional misperceptions around how costs are accrued through the use of health care was also a significant gap in knowledge, many consumers were not willing to engage in complex health decisions when technical terms became overwhelming. This was the basis of much of our campaigns outreach

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

material, attempting to reduce the complexity inherent to the topics we were discussing to enable consumers to make rational decisions about their healthcare and health insurance.

3. General Qualifications and Related Experience



3. GENERAL QUALIFICATIONS AND RELATED EXPERIENCE

General qualifications and related experience of the contractor to meet the demands of the RFP. The proposal must include a summary of relevant experience, including a current resume for each individual expected to perform work under the proposal, and time estimates for each person.

Staff Qualifications and Experience

PCG and the members of our proposed team have an unparalleled combination of skills and experience that uniquely positions us to successfully assist the Department in this endeavor. We have deep knowledge of and extensive working experience with health insurance generally as well as knowledge specific to New Hampshire state laws and rules, the provisions of the Affordable Care Act specific to preventive care and non-discrimination, and the federal MHPAEA. We also have a strong foundation for working with many members of the New Hampshire Insurance Department staff, having worked side-by-side with the Department over five Qualified Health Plan certification periods as well as other projects, many of which have included providing trainings to NHID staff. We believe our work over the past five years has created positive working relationships and established clear lines of communication.



Similarly, having staffed the Covering New Hampshire campaign for its duration, we have done significant work in communications related to health insurance in New Hampshire and have crucial insight into the health and health insurance literacy level in New Hampshire, challenges facing consumers, and what messaging resonates.

PCG will bring a uniquely qualified team to this engagement that includes insurance department consulting professionals, regulatory specialists, communications specialists, and managers with broader state health experience that match up with any of our competitors. Complete resumes regarding PCG's proposed staff can be found in 9. *Appendix B: Resumes*.

Project Manager, Electronic Resources Desktop Tool and Associate Manager

Aaron Holman has spent the past several years running multiple projects for PCG focused on various healthcare reform implementation efforts. He has also driven state level regulatory development efforts, as well as lead consumer outreach and engagement efforts across multiple states and Medicaid delivery system reform efforts, including the Covering New Hampshire project and DHHS outreach efforts around the NHHPP.

Minimum anticipated hours: 40

Staff Training Co-Lead, Subject Matter Expert and Senior Consultant

Margot Thistle, Esq. has over five years' experience directly working on the impact and operation of health policy, with a specific focus on health insurance. Ms. Thistle has worked with the New Hampshire Insurance Department since 2013, primarily focused on plan management as well as assisting them with planning for the submission of an 1115 Premium Assistance Waiver. Ms. Thistle has also assisted Arkansas with the development of a public-facing website which provides consumers with unbiased, easy to understand information to assist in healthcare decision making.

Minimum anticipated hours: 40

Staff Training Co-Lead, Subject Matter Expert and Senior Advisor

Lisa Kaplan Howe, Esq. with over 10 years of experience working in health law and policy. Ms. Kaplan Howe led PCG's work with the New Hampshire Insurance Department relative the state's Section 1115 Medicaid Waiver to provide coverage to newly-eligible adults through the Marketplace and continues to support the states' Marketplace plan management work, with a specific focus on regulatory support. In those roles, Ms. Kaplan Howe has served as the chief advisor and policy expert related to private insurance and Medicaid law to the New Hampshire Insurance Department, helping to identify, analyze and lead strategic consideration of federal opportunities and requirements.

✓ **Minimum anticipated hours: 40**

Consumer Education Materials Lead

Karen Hicks is as an internationally regarded strategist and manager. Ms. Hicks has designed and run national and state-based communications campaigns that effectively deliver targeted and impactful messaging.

✓ **Minimum anticipated hours: 40**

Support Staff and Consultant

Ben Janelli has been involved in efforts to support New Hampshire and New York in implementing several major components of the Affordable Care Act. Mr. Janelli's role in New Hampshire' Covering New Hampshire campaign afforded him significant knowledge of the landscape and messaging that resonates across the state.

✓ **Minimum anticipated hours: 90**

Support Staff and Apprentice Business Analyst

Alejandra Garcia has a strong academic background in health policy and significant undergraduate experience across the public and private sector as a recent graduate of Tufts University. Ms. Garcia joins PCG from MassHealth where she assisted with the programs current 1115 DSRIP waiver program and is now assisting in the implementation of DSRIP in New York.

✓ **Minimum anticipated hours: 200**

4. Cost Proposal



4. COST PROPOSAL

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 will be considered in the evaluation scoring formula.

Budgeting

The following project budget for \$71,881 is a not-to-exceed budget with anticipated working hours included. Invoices will be sent monthly to NHID for remittance upon completion of work. Additional details related to the cost proposal are included in *Section 5. Plan of Work*, including a work plan outlining activities by the month.

Name	Role	Rate	Hours	November	December	January	February	March	April	May	June	Total
Holman, Aaron	Project Manager	\$270	40	\$1,351	\$1,351	\$1,351	\$1,351	\$1,351	\$1,351	\$1,351	\$1,351	\$10,811
Thistle, Margot	Work Stream Lead	\$250	45	\$0	\$1,125	\$1,125	\$2,250	\$2,250	\$2,250	\$1,125	\$1,125	\$11,250
Kaplan Howe, Lisa	Work Stream Lead	\$196	45	\$0	\$882	\$882	\$1,764	\$1,764	\$1,764	\$882	\$882	\$8,820
Janelli, Benjamin	Work Stream Lead	\$200	90	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$18,000
Garcia, Alejandra	Project Support	\$75	200	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$15,000
Hicks, Karen	Work Stream Lead	\$200	40	\$0	\$0	\$0	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$8,000
Totes			460	\$5,476	\$7,483	\$7,483	\$11,090	\$11,090	\$11,090	\$9,083	\$9,083	\$71,881

5. Plan of Work



5. 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.

Timeline



PCG has demonstrated both within New Hampshire and in other states our expertise in developing specialized tools to manage specific client needs. This engagement would allow us to call upon those skills. PCG's proposed approach in this proposal is similar to our approach to prior engagements with NHID as we intend to identify all the projects necessary requirements, identify areas where the integration of new tools and materials into existing department operations and training of staff may be beneficial and understand what priority areas the NHID may wish to pursue in the translation of certain aspects of the CSO-specific materials into public facing materials. Our longstanding knowledge of internal NHID procedures will allow PCG to quickly familiarize itself with the engagements specific goals for the desktop resource tools, the specific needs of the users of the tools and how best to develop and perform necessary training on the work product. In New Hampshire, PCG's organized ongoing plan management efforts with NHID Compliance and Consumer staff will enable rapid access to clear goals and needs of the CSOs and Department subject matter experts.

PCG plans to take a multi-phased approach to ensure accurate and complete picture of the needs of the Department. Our approach would include a research and alignment phase, a development phase and a training and education phase, along with a consumer outreach section for additional materials.

1 *Research & Alignment Phase: November to January*

The research and alignment phase aims to understand the key issues that CSOs are facing relative to assisting consumers related to preventive care coverage, non-discrimination rules, and parity requirements, and identify the major areas for further research and education. Our team will conduct a regulatory review to supplement our subject matter expertise as well as a literature review of any publications that describe what could be considered leading practices and. We will also review any best practices on consumer engagement practices on the topics of mental health parity, coverage of preventive health services and non-discrimination, highlighted by national groups such as the National Association of Insurance Commissioners (NAIC) or those documented by academic institutions such as the Georgetown Center on Health Insurance Reform. Additionally, we will interview Department staff in semi-structured conversations to gain their insight and advice about the most effective means and specific content needed to better serve the needs of the CSOs and other staff as applicable.

2 *Development Phase: November to February*

The development phase will entail creating an outline of the desktop reference tool for NHID consideration, gathering feedback from from NHID SMEs, and meeting with the Department to revise and expand upon initial drafts of the content for the desktop reference tool. Our initial outline will be cross-walked with both what our team believes to be the most salient regulations

that are applicable to the subject matter that we are covering as well as the areas which are seen as the most salient and having the highest likelihood of being encountered by a CSO.

Following the approval of our outline and initial phases of development, our team will work closely with the Department to create the final desktop tool which will include a review by our internal SMEs to ensure accuracy and by our communications team leader to ensure readability and usability. We will then compile the final version of the electronic manual to be used by Consumer staff and in the training phase of the engagement.

3 Consumer Outreach Phase: Ongoing through June 2018

The training phase of the engagement will focus on transitioning the finished desktop guide into useable training materials for NHID staff and identifying a process for ensuring that materials stay updated and timely. We will work with project leads to ensure that the training is inclusive, and effective for our target audience. Our main goals will be to ensure that staff using the manual are comfortable with its content, understand where to find the information they need and ensuring confidence in its content so they may assist New Hampshire consumers. We know this may entail more than one training session and supplemental one-on-one or small meetings may be needed. We are committed to ensuring the final product is one that is of maximum benefit to the users, and that the users want and know how to use the materials produced.

4 Training Phase: January to April, and as needed

The consumer outreach phase will allow us to work closely with the Department to identify what materials could be most beneficially developed into consumer-friendly or otherwise publicly facing materials. Our team will produce an initial suggested list of topics and possible types of media which could be useful for consumers for the NHID's review and comment. This phase will also rely on insights from the CSOs as to their observations into what has historically been needed and what future needs they anticipate. Our team will also conduct a review of additional states to understand what materials are commonly developed and used for similar purposes.

Workplan

PCG's work plan for completing the scope of activities requested in this RFP will begin with project initiation activities intended to define the project management plan and lay the groundwork for a successful project, including a kick-off meeting with the NHID and finalization of project scope, key deliverables and timelines. PCG fully understands the important yet limited scope of work for this project, as such we have committed the appropriate mix of staff and resources to ensure that all project activities are completed on a timely basis.

We proposed a research methodology that puts several of the proposed project team on-site in Concord on an as needed basis. This approach will allow the team to build upon our existing relationships with state officials. The project team, led by a PCG associate manager with significant content expertise and experience in consumer assistance, as well as outreach and education.

PCG's proposed project plan, including estimated durations and dates for key project activities is as on the following page:

Project Prep Activities	Start Date	End Date
Signed Business Associates Agreement with NHID	10/25/2017	10/31/2017
Complete all required contract documents	10/25/2017	10/31/2017
PHASE 1	Start Date	End Date
Research and Alignment		
Conduct Project Kick-off Meeting	11/01/2017	11/01/2017
Finalize work plan and communication with NHID CSOs	11/06/2017	11/13/2017
Conduct a review of existing parity in mental health and substance abuse benefits, coverage of preventative health benefits and non-discrimination topics	11/17/2017	12/01/2017
Conduct interviews with subject matter experts at NHID	12/04/2017	12/21/2017
PHASE 2	Start Date	End Date
Development		
Compile definitions with legally accurate information in a logical and easy to read format	1/03/2018	1/11/2018
Compile electronic links to relevant statutes/rules/bulletins	1/15/2018	1/24/2018
Create FAQ document	1/26/2018	2/05/2018
Create Individual editable documents on critical subject matter areas	2/07/2018	2/19/2018
Aggregate documents into an electronic manual to be made available on each CSOs desktop	2/21/2018	3/05/2018
PHASE 3	Start Date	End Date
Consumer Outreach		
Develop list of "commonly produced" consumer educational materials and combine with input from CSOs and NHID staff	1/03/2018	3/16/2018
Develop consumer-focused materials in the area of mental health and substance abuse disorder in a range of mediums	2/19/2018	4/03/2018
Print consumer materials	4/03/2018	4/18/2018
Conduct educational, consumer-focused webinars	4/19/2018	5/01/2018
PHASE 4	Start Date	End Date
Training		
Synthesize all available information into education packets for CSOs	1/03/2018	4/30/2018
Develop training on the use of the tools and materials developed in Phase 1 and 2	1/03/2018	4/30/2018
Develop training on the process to update the manual and materials moving forward	1/03/2018	4/30/2018
Conduct trainings and, as needed, one-on-one meetings on the use of the tools and materials for all relevant staff	4/01/2018	6/12/2018

Deliverable Overview

	Electronic Resources Desktop Tool	Staff Training	Consumer Education Materials
Description	Reference document to be used by NHID CSOs. The document will serve as an easily navigable reference guide for commonly asked questions and will be focus on the most salient topics received by CSOs and those cited by the NHID.	A set of comprehensive trainings on the subject matter contained in the resources tool related to each of the primary categories of focus. Trainings will be delivered in-person to CSOs and any other designated NHID staff.	A translation of the highest priority areas addressed in the Resources Tool into consumer-facing outreach material geared toward communicating the most concise message possible in a user-friendly manner.
Major work steps	<ul style="list-style-type: none"> • Conduct a survey of existing guidance and resources related to MEAPHA, preventive services and non-discrimination including a review of the state and federal regulations • Conduct interview with Department subject matter experts, including members of the Health Policy Team, Market Conduct Division and Compliance Examiners • Compile research finding, and interview results into a draft resource document for review by the Department • Work with the Department to create desktop tool content, including review by communications team to ensure readability and usability • Compile electronic manual 	<ul style="list-style-type: none"> • Create educational materials and training guide for use by CSOs and applicable NHID staff • Work with Department staff to plan, schedule and create all necessary electronic and print documents needed for trainings • Conduct training in person with the CSOs and other applicable staff, including a Q&A and time for input on additional training needed if necessary 	<ul style="list-style-type: none"> • Conduct research to develop an outreach and education program that delivers user-friendly message to target audiences • Identify common outreach materials in use in states outside of New Hampshire for similar consumer education purposes • Identify salient topics through CSO input, NHID insights and research conducted by communications team • Produce final consumer facing and public facing materials for distribution
Designated team lead	<ul style="list-style-type: none"> • Aaron Holman with support from Ben Janelli • Subject Matter Expertise from Lisa Kaplan-Howe and Margot Thistle 	<ul style="list-style-type: none"> • Lisa Kaplan Howe • Margot Thistle • Project Support from Benjamin Janelli 	<ul style="list-style-type: none"> • Karen Hicks

6. Conflict of Interest



October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

6. CONFLICT OF INTEREST

The applicant shall disclose any actual or potential conflicts of interest.

Conflict of Interest

Public Consulting Group, Inc. (PCG) has no actual or potential conflicts of interest with this engagement.

7. Other Information



7. OTHER INFORMATION

Potential contractors may be interviewed by staff of the NHID.

Other Information

Public Consulting Group, Inc. (PCG) understands and welcomes the possibility that potential contractors may be interviewed by the NHID staff. We provide additional Information regarding references in 8. *Appendix A: Qualifications* and full staff resumes in 9. *Appendix B: Resumes*.

Appendix A: Qualifications



8. APPENDIX A: QUALIFICATIONS**CONNECTION TO RFP**

This scope of work is directly applicable to the scope of the RFP and establishes our foundational experience with Federal regulations.

ARKANSAS INSURANCE DEPARTMENT.**STATE OF ARKANSAS****HEALTH BENEFIT EXCHANGE QUALIFIED HEALTH PLANS (QHP)****SPECIALIST**

MAY 2012 – JUNE 2015

SCOPE

PCG was contracted with the Arkansas Insurance Department (AID) to assist with the design, development and implementation of processes to certify the qualified health plans that will be participating in Arkansas' federally-facilitated partnership exchange. Both federal and Arkansas-specific requirements were incorporated into Qualified Health Plan (QHP) certification methods and policy considerations. Additionally, PCG assisted the Department in coordinating ongoing plan management policy development and implementation, both in the advanced planning for the Marketplace and in drafting policy updates and revisions for future plan years.

PCG also assisted the Department in development of QHP requirements to support the unique Arkansas Private Option Medicaid expansion program. Under this program, Arkansas enrolled a large portion of the Medicaid population into QHP offerings. PCG assisted with implementing this plan through providing assistance defining the benefit and eligibility requirements for offering plans to Medicaid enrollees, and assisted the Department with defining cost controls and purchasing rules to be applied to the Medicaid plan offerings.

PCG has successfully completed three full plan certification and monitoring cycles with the Department, producing detailed operations manuals and providing hands-on training and guidance to the AID to allow the Department to now internally sustain all components of health plan certification and management.

KEY ACHIEVEMENTS

- Assisted the department in completing plan certifications in a shortened time frame; conducted plan and rate data analysis and presented plan summaries for internal and public use;
- Provided issue briefs to frame key policy considerations, leading discussions at Plan Management Advisory Committee and Federal Partnership Steering Committee meetings, and mapping plan management business process flows;
- Interviewed AID staff and stakeholders and developed processes and timelines for certifying/recertifying/monitoring QHPs, in compliance with federal standards;
- Developed approach and processes for ensuring QHPs include all services required by Arkansas's plan for minimal essential benefits;

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

- Developed recommendations on strategies for plan selection (e.g., active purchaser vs. any willing plan);
- Drafted Network Adequacy administrative guidelines and facilitated discussions and negotiations with stakeholders to develop final recommendations;
- Wrote QHP evaluation methodology, to include enrollee satisfaction and monitoring of complaints and appeals;
- Created materials to instruct issuers regarding the processes employed by the Department for health plan certification and QHP monitoring in Arkansas;
- Compiled and maintain complete policies and procedures manual governing all aspects of the plan management process; and
- Helped the Insurance Department consider how QHP requirements would apply to and impact special populations.

REFERENCES

Zane Chrisman
Deputy Commissioner, Regulatory Health Link Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201
501-683-4170
zane.chrisman@arkansas.gov

Chantel Allbritton
Insurance Compliance Officer, Regulatory Health Link Division
Arkansas Insurance Department
501-683-4170
Chantel.allbritton@arkansas.gov

CONNECTION TO RFP

This scope of work is directly applicable to the scope of the RFP and establishes our experience with consumer assistance as well as outreach and education.

Additionally, this establishes our familiarity with state and federal regulatory requirements.

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES,
STATE OF DELAWARE
HEALTH INSURANCE EXCHANGE PLANNING AND PROJECT
MANAGEMENT**

APRIL 2011 – MARCH 2016

SCOPE

Over five years, PCG served as the lead project manager to assist the State of Delaware with all activities related to the establishment and implementation of a federal Partnership Health Insurance Marketplace, in compliance with the Patient Protection and Affordable Care Act (ACA). The Delaware Marketplace project consisted of several implementation efforts executing in parallel across multiple stakeholders.

Today, PCG takes a lot of pride in what we helped Delaware accomplish, namely:

- Drafted the Eligibility System Implementation Advance Planning Document (IAPD), resulting in an award of federal funding exceeding \$100 million.
- Drafted each of the three Health Insurance Marketplace establishment grants, resulting in over \$21 million of federal funding to support plan management and consumer assistance.
- Drafted the Health Insurance Marketplace blueprint that resulted in Delaware being the first state to gain conditional approval to operate within the Partnership model.
- Facilitated a highly technical process to certify all the health plans to be offered to consumers in the Marketplace.
- Led the establishment and management of the In-Person Assistance program for Marketplace consumer outreach.
- Helped Delaware establish an outreach and marketing campaign that led to the brand development of Choose Health Delaware.
- Assumed the role of Delaware's Independent Verification and Validation (IV&V) vendor for both the eligibility and MMIS transformation projects.

KEY ACHIEVEMENTS

Strategic Planning and Project Oversight

PCG worked closely with the leadership of the Department of Health and Social Services to ensure that all components of the Health Insurance Marketplace project were implemented on time and in accordance with both the federal government and the State's strategic aims. PCG assisted Delaware in interpreting policy issuances from the Centers for Medicare and Medicaid Services (CMS) to ensure thorough understanding of and compliance with all federal requirements and policies. PCG also provided strategic analysis and subject matter expertise that supported Delaware in

making critical decisions about the design and implementation of its Marketplace. PCG worked directly with a broad swath of Delaware's key stakeholders on health care reform implementation to ensure that all aspects of the program were designed in a manner appropriate to Delaware and aligned with the aims of broader reform efforts.

Consumer Assistance

Key elements of PCG's consumer assistance work in Delaware included:

- Working with the Department of Health and Social Services and Department of Insurance to define and assign roles and responsibilities concerning all consumer assistance related functions
- Conducting extensive stakeholder engagement with key leaders, public officials, businesses, healthcare providers, insurance carriers and others to promote awareness and understanding of the Marketplace
- Assisting the state to draft and put out for bid a Request for Proposals to contract with agencies to provide in-person assistance to consumers. PCG also assisted with the development of the final contracts between the state and the contracted vendors
- Designing the policies, procedures and reporting requirements guiding all activities of the contracted entities providing in-person assistance and enrollment support to Delaware consumers

Communications and Outreach

Through its partnership agreement with the Federal government, Delaware also directed the Communications and Outreach work for the Health Insurance Marketplace, providing on-the-ground expertise and support to the Marketplace team and overseeing the work of the sub-contracted media firm. PCG's Communications and Outreach work included:

- Preparing and delivering detailed presentations and talking points regarding the Marketplace to a broad array of audiences and interested stakeholders
- Managing media relations including handling interview requests and responding to media inquiries
- Preparing external communications for various audiences including press releases and public presentations
- Overseeing the mass media and public relations campaign developed by sub-contracted firm, ensuring that messaging and tactics were consistent with DHSS goals

Plan Management

In addition, PCG provided ACA subject matter and business process expertise to the Delaware Department of Insurance for all Plan Management (PM)-related exchange activities. PCG consultants conducted federal and state regulatory analysis and worked with state leaders to develop a variety of Exchange policies such as the State standards for qualified health plans (QHPs). PCG's implementation support also included the development of Plan Management operational guidelines, processes, templates and other tools to support rigorous end-to-end compliance reviews, QHP monitoring and Issuer Oversight.

Health Homes Program Support

PCG worked with the state to develop a Health Homes program in accordance with Section 2703 of the Affordable Care Act (ACA). PCG worked with Delaware to plan and create all aspects of the program, including patient and provider selection and stakeholder outreach. Reports were provided in advance of the meetings and summaries regarding the highlights were provided at the meetings to begin the

conversation and meet project timelines. Once all decisions were made, PCG developed a concept draft and a state plan amendment for Delaware's use with CMS.

PCG used a collaborative process within the provider and consumer communities and Delaware state agencies to develop the components needed for implementation. During the course of the project, PCG led and facilitated multiple workgroups:

- A Steering Committee made up of state agency leaders, provider associations, and individual providers used to make final decisions about the program model;
- A Provider sub-committee to determine specificity about program elements and processes, develop measurement using the Triple Aim as the foundation for determining individual measures for project evaluation and public reporting, and provide recommendations to the steering committee;
- A Consumer Stakeholder sub-committee made up of consumers and advocacy groups to develop consumer messaging and consumer processes for participants of the health homes project as well as the selection of composite measures to share information on project progress and outcomes;
- A Financial sub-committee made up of leaders in the Department of Health and Social services; and
- An IT sub-committee to determine available data for measurement and planning and a project dashboard to inform the project's progress.

To date, PCG has also helped develop program goals, provider standards, performance metrics, and health home service definitions for the program. Future work will include putting in place a financial model, an evaluation plan, and ultimately drafting a Health Home State Plan Amendment (SPA) for CMS submission

State Innovation Model Grant Writing Support

As a part of this grant, PCG also assisted the State of Delaware, Division of Medicaid and Medical Assistance with assistance writing the Center for Medicare and Medicaid Innovation (CMMI) State Innovation Design Model grant proposal. Delaware requested over \$3 million to develop a system-level transformative healthcare plan. Delaware will design a model to accelerate the adoption of payment and service delivery models across public and private payers; enhance health data collection and analytic capacity to support care coordination and outcomes-based payment models; and integrate workforce planning, behavioral health and public health initiatives. PCG assisted with identifying the necessary resources, producing budget narrative, and developing budget requests for the state.

REFERENCE

Frank Pyle
Director, Market Conduct/Consumer Services Division
Delaware Department of Insurance
302-674-7353
841 Silver Lake Boulevard
Dover, DE 19904
Frank.Pyle@state.de.us

CONNECTION TO RFP

This scope of work is directly applicable to the scope of the RFP and establishes our familiarity with state and federal regulatory requirements.

**NEW HAMPSHIRE INSURANCE DEPARTMENT,
STATE OF NEW HAMPSHIRE
PLAN MANAGEMENT CONSULTANTS
FEBRUARY 2013 – PRESENT**

SCOPE

PCG was 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.

KEY ACHIEVEMENTS

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

PCGs involvement also extends beyond generating process standards and documents to include assisting the Department with carrier relations, including:

- Compiling state and federal guidance into easily presentable materials for carriers, as well as guides for filing, which requires an understanding of previous year's process and requirements for both regulatory and filing instruction;
- Translating federal and state regulatory policy to operational support;
- Formulating, researching and compiling responses to carrier's questions on both policy as well as operational issues; and
- Providing policy briefs with citations of applicable codes and regulations, options and advisory comments;

As a result of PCG's involvement in New Hampshire, the Department successfully reached medical and dental certification recommendations for four consecutive certification periods. These determinations were made in accordance with national deadlines, and a further federal review of these plans confirmed the state's recommendations as compliant with federal regulations. The readiness tools developed by PCG were cited by the Center for Consumer Information and Insurance Oversight (CCIO) as a national best practice other states should consider emulating. Many other states, in fact, did model their certification checklists on the format we developed.

REFERENCE

Michael Wilkey, Director of Compliance and Consumer Services
603-271-2261
Michael.Wilkey@ins.nh.gov
21 South Fruit Street, Concord, NH 03301

CONNECTION TO RFP

This scope of work is directly applicable to the scope of the RFP and establishes our experience with consumer assistance as well as outreach and education.

Additionally, this establishes our familiarity with state and federal regulatory requirements.

**NEW HAMPSHIRE HEALTH PLAN,
STATE OF NEW HAMPSHIRE
CONSUMER ASSISTANCE CONSULTANTS**

AUGUST 2013 – JUNE 2016

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.

KEY ACHIEVEMENTS

- Developed RFPs for selecting vendors for both programs (Marketplace Assistance and Outreach and Education programs)
- Managed the process of selecting vendors for both programs.
- Facilitated effective communication between the New Hampshire Health Plan, the New Hampshire Insurance Department, potential vendors, and various other stakeholders.
- Managed the first stage of the project successfully by completing all the requirements in seven weeks.
- Led Marketplace Assistance effort by coordinating six vendors with more than twenty certified marketplace assistors
- Coordinated the media vendor's effort in the Outreach and Education campaign, monitors its performance and approves all materials that are distributed to the public.

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

New Hampshire was one of the most successful states at enrolling the uninsured into Marketplace plans or the Medicaid expansion during 2014 and 2015. This was largely due to the successful establishment of this consumer assistance program and the work of PCG. PCG proved during this engagement that we are capable of the complete design, development, implementation and oversight of the work of agencies that are enrolling individuals into public benefit programs. We did this work on behalf of both Medicaid and the Marketplace under the direction of the New Hampshire Health Plan, the state's high-risk pool organization that won the Affordable Care Act establishment grant for consumer assistance.

REFERENCES

Michael J. Degnan
Executive Director
New Hampshire Health Plan
(603)225-6633
imdegnan@helmsco.com

PCG STAFF CONTACTS

Richard Albertoni, Manager, 608-345-2469
Aaron Holman, Associate Manager, 517-243-9620

CONNECTION TO RFP

This scope of work is directly applicable to the scope of the RFP and establishes our experience with consumer assistance as well as outreach and education.

Additionally, this establishes our familiarity with state and federal regulatory requirements.

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES,
STATE OF DELEWARE
HEALTH BENEFIT EXCHANGE PLANNING
APRIL 2011 – MARCH 2016**

SCOPE

PCG provided specialized expertise in the planning, design, development, and implementation of Delaware's Health Insurance Marketplace, serving as the state's "one-stop shop" for all relevant subject matter expertise.

A key component of this work included leading the design and implementation of Delaware's consumer assistance operations. As a partnership state, Delaware chose to use the Federal technology infrastructure (healthcare.gov) but to manage its own program for providing in-person outreach and assistance to consumers seeking to understand their coverage options and enroll. Key elements of PCG's consumer assistance work in Delaware included:

- Working with the Department of Health and Social Services and Department of Insurance to define and assign roles and responsibilities concerning all consumer assistance related functions.
- Assisting the state to draft and put out for bid a Request for Proposals to contract with agencies to provide in-person assistance to consumers. PCG also assisted with the development of the final contracts between the state and the contracted vendors.
- Designing the policies and procedures guiding all activities of the contracted entities providing in-person assistance and enrollment support to Delaware consumers.
- Developing and managing the work plan for all consumer assistance activities and ensuring that all program components and deliverables are completed on time and according to specifications.
- Serving as the liaison between the Center for Medicare and Medicaid Services and the state to ensure thorough understanding of and compliance with all Federal requirements and policies.
- Working with Delaware's key stakeholders on health care reform implementation to ensure that the program is designed in a manner appropriate to Delaware and achieves the aims of broader reform efforts.
- Working alongside the Department of Health and Social Services and Department of Insurance on the day-to-day operations of the consumer assistance effort.

Through its partnership agreement with the Federal government, Delaware also directed the Communications and Outreach work for the Health Insurance Marketplace. PCG provided on-the-ground expertise and support to the Marketplace team and directed the work of the sub-contracted media firm. PCG's Communications and Outreach work included:

- Implementing stakeholder engagement strategies
- Managing media relations including handling interview requests and

responding to media inquiries

- Preparing external communications for various audiences including press releases and public presentations
- Overseeing the mass media and public relations campaign developed by sub-contracted firm, ensuring that messaging and tactics are consistent with DHSS goals
- Liaising with and supporting the Consumer Assistance and Plan Management teams to ensure that project work is appropriately and consistently communicated to consumers and stakeholders

In addition, PCG provided ACA subject matter and business process expertise to the Delaware Insurance Department for all Plan Management (PM)-related exchange activities. Our consultants conducted federal and state regulatory analysis and worked with state leaders to develop a variety of Exchange policies, such as the State standards for qualified health plans (QHPs). PCG's implementation support also included the development of Plan Management operational guidelines, processes, templates and other tools to support rigorous end-to-end compliance reviews, QHP monitoring and Issuer Oversight.

PCG managed its work with the client through a detailed, integrated work plan that identified the work breakdown structure of tasks, timelines, dependencies, milestones, deliverables and resources needed to accomplish the work. Project issues and risks were identified, communicated, and managed, and escalated to the Delaware HIX Steering Committee as necessary for review and resolution.

REFERENCES

Frank Pyle
Director, Market Conduct/Consumer Services Division
Delaware Department of Insurance
302-674-7353
841 Silver Lake Boulevard
Dover, DE 19904
Frank.Pyle@state.de.us

CONNECTION TO RFP

This scope of work is directly applicable to the scope of the RFP and establishes our foundational experience with examining issuer data for gaps in mental health and substance abuse parity.

**OFFICE OF THE HEALTH INSURANCE COMMISSIONER,
STATE OF RHODE ISLAND
HEALTH INSURANCE ENFORCEMENT AND CONSUMER PROTECTION
PROJECT
MARCH 2017 - PRESENT**

SCOPE

The Rhode Island Office of the Health Insurance Commissioner (OHIC) contracted with PCG to provide pharmacy and therapeutics health insurance expertise to include insurer formulary development, knowledge of the medical necessity and appropriateness of pharmaceutical treatment for disease and illness, pharmacy claims analysis, drug coverage utilization review, other data review skill sets to study the potential for discrimination in formulary design and development. In addition, PCG is expected to provide access to the expertise necessary to be able to evaluate the economic impact and perform financial analysis to assess the impact of medical and behavioral health plan designs and formulary development.

KEY ACHIEVEMENTS

- Developed recommendations on additional issuer data/information that may address gaps in assessing issuer compliance with federal and state requirements, especially those pertaining to non-discrimination and mental health/substance use disorder parity. PCG also included two new data/information collection templates to support recommendations related to provider network analysis.
- Crafted a best practices and lessons learned deliverable on discriminatory benefit designs and preventive care issues which explored several tactics and approaches from other states and policy experts to promote issuer regulatory compliance.
- Shared comments and observations on OHIC objections to issuer form filings.
- Provided comments, observations, and suggested changes to OHIC's internal form filing review tool.
- Developed a brief analysis on a recently enacted (March 2017) federal regulation pertaining to privacy and confidentiality of substance abuse disorder patients and the potential impact it may have on OHIC's ability to access information to support market conduct examinations.
- Identified potentially discriminatory practices for several plan design components and provided an example for each discriminatory practice cited.

REFERENCES

Linda Johnson, Operations Director
Rhode Island Office of the Health Insurance Commissioner
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9642
Linda.Johnson@ohic.ri.gov

CONNECTION TO RFP

This scope of work is directly applicable to the scope of the RFP and establishes our foundational experience with Federal regulations on mental health parity

**COMMONWEALTH OF PENNSYLVANIA
INSURANCE DEPARTMENT
TECHNICAL ASSISTANCE WITH FORMULARY REVIEW
JULY 2017 - PRESENT**

SCOPE

The Pennsylvania Insurance Department (PID) contracted with PCG to provide technical assistance to PID in review of the formularies for ACA-compliant plans in the individual and small group markets for compliance with all applicable state and federal laws and guidance, including federal nondiscrimination standards. This work also requires PCG to analyze formularies for compliance with the Mental Health Parity and Addiction Equity Act requirements. PCG will assess whether the formulary design of prescription drugs for the treatment of mental health and substance use disorders is in compliance with parity, using a minimum of four mental health and substance use disorders to test parity compliance. PCG will collect documentation from insurers to assess the compliance with parity of non-quantitative treatment limits, including the formulary exception process, applied to prescription drugs for the treatment of the mental health and substance used disorder conditions under review.

PCG will then develop standard operating procedures and/or tools for PID staff to use when reviewing formularies in future plan years. PID staff will be trained on the use of all standard operating procedures, tools, and templates developed by PCG.

KEY ACHIEVEMENTS

- Ran Formulary Review Suite and Category Class Drug Count Tool on PID's behalf; shared results and preliminary analysis with PID staff.
- Communicated findings and tool results to issuers and requested updated data collection templates and/or justifications as to why their deficiencies are not discriminatory.
- Re-ran Formulary Review Suite and Category Class Drug Count Tool on PID's behalf with updated issuer data and information; shared results and analysis with PID staff.
- Developed two draft data request templates to assess issuer compliance with mental health parity requirements.
- Identified several conditions to include in mental health parity analysis
- Reviewed previous complaint from advocacy organization regarding potential discriminatory formulary designs.

REFERENCES

Johanna Fabian-Marks, Special Deputy
Bureau of Life, Accident, and Health Insurance
Pennsylvania Insurance Department
1326 Strawberry Square, Harrisburg, PA 17120
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9. Appendix B: Resumes



9. APPENDIX B: RESUMES

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

Aaron Holman (M.S.), an Associate Manager at Public Consulting Group, has been working in health policy for the past decade, starting in the United State Senate working on Medicare payment structures and CHIP reauthorization language as a Legislative Aide, Mr. Holman also worked as a public policy specialist in Washington focused on health IT policy and the early framework for the Affordable Care Act. He has also worked in the private sector, focusing on strategic growth strategies for commercial hospital and insurance companies. Many of Aaron's clients represented the largest companies in healthcare in America (HCA, United Health, Cigna, Aetna, Partners Healthcare).

Mr. Holman has spent the past several years running multiple projects for PCG focused on Medicaid delivery system reform efforts. He has also lead studies on the impact of various healthcare reform implementation efforts, driven state level regulatory development efforts, as well as lead consumer outreach and engagement efforts across multiple states.

RELEVANT PROJECT EXPERIENCE

University of Southern Alabama Health System

Delivery System Reform Incentive Payment Application Development (August 2016 – Present): Lead Client Service Contact

Project: Assist USA health in developing its application in response to the Alabama Medicaid Administration's Regional Care Organization application process. This includes identifying the system's implementation strategy, partners and expected costs.

Mr. Holman: Serves as team leader overseeing the systems approach to their care model transformation

Beth Israel Deaconess Care Organization

Delivery System Reform Incentive Payment Application Development (August 2016 – Present): Lead Client Service Contact

Project: Assist BIDCO in developing its application in response to the MassHealth DSRIP request for proposals for ACOs. This includes identifying all network partners, engaging with clinical and financial leaders to identify implementation strategies and overseeing application development.

Mr. Holman: Serves as team leader overseeing the application development process.

New York State Department of Health

Delivery System Reform Incentive Payment Implementation (June 2015 – Present): Policy Director

Project: Serve as Independent Assessor, provide technical assistance to Performing Provider Systems and develop, manage and facilitate statewide Learning Symposium. Also, provide ancillary support including medical records review for claims and non-claims based performance review efforts.

Mr. Holman: Serve as team leader overseeing the projects performance facilitators, NY Medicare Reform Team's learning agenda, system transformation and account support teams.

Department of Health Care Policy and Financing, State of Colorado

Delivery System Reform Incentive Payment Waiver Development (March 2016 – Present): Project Manager

Project: Provide technical assistance to support the development of the state's DSRIP waiver, including assisting the Department in identifying the program's key goals and outcomes, to define eligibility criteria for the state's hospitals and to develop all program supporting documentation and evaluation criteria.

Mr. Holman: Serve as team leader overseeing all project processes and deliverables and provide DSRIP subject-matter expertise.

New York State Department of Health & Office of Quality and Patient Safety

Medical Records Review, Independent Assessor (June 2015 – Present): Project Manager

Project: Perform New York Medicaid Delivery System Reform Incentive Program's claims and non-claims based performance reviews.

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

Commonwealth of Massachusetts: Department of Mental Health

Privatization Study (January 2015 – June 2016): Project Manager

Project: Conduct the Commonwealth's required privatizations study related to the Emergency Services Program.

Mr. Holman: Served as team leader overseeing all project processes and deliverables.

Arkansas Department of Health: Arkansas Insurance Department

Patient Quality Reporting (June 2015 – Present): Engagement Manager

Project: Research and ascertain the key components of quality reporting which are most important to Arkansas patients in choosing healthcare providers and insurers. Using data from the states APCD, develop a patient reporting system demonstrating system capabilities.

Mr. Holman: Served as the team leader and overall project director

Commonwealth of Massachusetts: Health Policy Commission November 2014 – present

Community Hospital Study (November 2014 – June 2015): Project Manager

Project: Research and report on the current state, threats and legislative options for assistance in the transformation of the Commonwealth's Community Hospitals within the context of significant public and private payment reform and draft report.

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

New Hampshire Insurance Department, State of New Hampshire

Medicaid Expansion (July 2014 – December 2015): Engagement Manager

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

NH Health Protection Program Communications (April 2015 – December 2015): Communications Manager

Project: Provide strategic communications and develop effective messaging strategies through polling and focus groups.

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

New Hampshire Health Plan, State of New Hampshire

Covering NH Market Place Assisters (MPA) Program Oversight (September 2012 – July 2016): Project Leader

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

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.

Department of Health and Human Services, State of Delaware

Marketplace Assisters (MPA) Program Oversight (September 2012 – June 2015): Lead Project Manager

Project: Provide consumer assistance and training activities across various state agencies including the Department of Health and Human Services and the Department of Corrections.

Mr. Holman: Manage all aspects of consumer assistance program.

PROFESSIONAL EXPERIENCE

Public Consulting Group

December 2013 - Present

Partners in Health, Port au Prince, Haiti

June 2013 – December 2013

Independent Consultant: Developed hospital operations improvement strategy for PIH including service pricing strategies. Also conducted commercial insurance contracting negotiations with international and Haitian commercial insurers.

Deloitte Consulting, Boston, MA

September 2010 - June 2013

Senior Consultant

RELEVANT PROJECT EXPERIENCE PRIOR TO PCG

Due Diligence and Transition and Migration, Cigna (March 2013 – August 2013): Team Manager

Project: Perform pre-divestiture reverse due diligence process.

Mr. Holman: Directed a team of consultants alongside client counterparts. Managed over \$1 billion in asset divestiture. Managed team responsible for coordinating four rounds of diligence activities across multiple vendors across the United States. Managed the asset transition and migration team focusing on physical asset transition. Performed significant headcount redistribution across the client as well as across multiple vendors.

Market Diligence Team (January 2013 – June 2013): Manager

Project: Developed a commercial insurer's go-to-market strategy regarding Health Insurance Exchanges across multiple markets in the Northeast, Midwest, and Southern United States.

Mr. Holman: Directed a team of Consultants throughout project processes.

Acquisition Diligence (March 2013 – June 2012): Team Lead

Project: Determined acquisition targets (Managed Medicaid Organizations) given various market conditions and program structures primarily across Midwest states.

Mr. Holman: Directed a team of Consultants alongside client counterparts.

Operations Improvement Team, Health Management Associates (November 2012 – January 2013):
Project Lead

Project: Performed revenue cycle improvement, managed care contracting strategies and enterprise data, and operations integration strategies.

Mr. Holman: Directed three work streams focused on operational impact and optimization techniques to be deployed across HMA's 31 hospitals nationwide.

Department Restructuring, Tufts Health Plan (July 2012 – November 2012): Project Manager

Project: Performed prior authorization processes, long term care contract management, and other consumer-facing activities (i.e. beneficiary call center and assistance programs).

Mr. Holman: Project Management Office Director for eight separate Compliance department restructuring and procedural realignment initiatives.

Operations Work Stream, Saint Thomas Health, Ascension Ministry (March 2012 – July 2012): Manager

Project: Performed financial modeling, contract management strategy, as well as internal clinical and administrative operational changes.

Mr. Holman: Conducted 50+ interviews across Saint Thomas' three hospitals in administrative and clinical departments to determine operational impacts on revenue cycle and clinical operations resulting from ICD-10 conversion.

Operations Team, LifePoint Hospitals, Inc. (December 2011 – March 2012): Team Leader

Project: Investigate and determine revenue cycle optimization opportunities across Lifepoints 47 hospitals nationwide.

Mr. Holman: Direct the operations team. Analyze findings derived from operational mapping, operational and clinical Director and Management interviews, denials analysis, ATB data analysis, as well as other Accounts Receivable and other corporate finance data.

Wisconsin Medicaid Meaningful Use Implementation, Wisconsin Department of Health Services (June 2011 – December 2011): External Affairs Team Lead

Project: Developed and deployed state-level policy for deploying the Meaningful Use Program across Wisconsin's Medicaid Program.

Mr. Holman: Managed the external affairs team. Focused on coordinating with multiple state stakeholder groups to develop deployment policies as well as the development and execution of over 50 online and in-person training sessions for hospital CFO and clinical workers and other eligible professionals on the mechanics of reporting in the Meaningful Use attestation program.

Financial Analysis, Trinity Healthcare (February 2011 – June 2011): Financial Analyst

Project: Analyzed the impacts of the Affordable Care Act on overall financial performance indicators through the use of advanced financial modeling.

Mr. Holman: Used perceived impacts to drive a five year capital financing strategy focused on inorganic growth targets for various purposes including ACO development, top line growth, quality improvement and other levers for maximizing economies of scale in internal operations (supply chain, contracting, labor sourcing, etc.)

Patient Financial Services, Children's Medical Center Dallas (September 2010 – June 2011): Team Lead

Project: Performed significant financial analysis of collections and denials data to determine strategies for revenue cycle optimization, primarily focused on the "back end" of patient billing and accounting.

Mr. Holman: Served as interim Director of Patient Financial Services.

D-Tree International, Dar es Salaam, Tanzania, Kampala, Uganda, Beirut, Lebanon
April 2010 - September 2010

Independent Consultant: Completed a costing analysis for the scaling of a pediatric diagnostic and protocol mobile-health solution.

Partners Health Care, Boston, MA

June 2009 – September 2009

Independent Consultant: Consultant to the finance director for research management, performed financial analysis and diligence activities across Partners portfolio of federal grants

Massachusetts Executive Office of Health and Human Services Division of Health Care Finance and Policy, Boston, MA

December 2008 – August 2009

Independent Consultant: Assisted with baseline research for future cost containment legislation (Chapter 224 of the acts of 2012)

eHealth Initiative, Boston, MA

May 2007 – September 2008

Public Policy and Government Relations Manager: Collaborated with Department of Health and Human Services and the federal legislative branch on multiple health reform policy initiatives primarily focused on the HITECH Act (ARRA, 2009). Lead a consensus policy working group designed to develop industry acceptable standards for Health IT regulation and finance. Wrote and researched publications for government and private industry, submitted congressional testimony. Teamed with providers, payers, consumer advocates, academic institutions and executive officials to plan and implement community-based, nation-wide, health information exchanges.

United State Senate, Washington, DC

May 2005 - May 2007

Legislative Aide, Office of Debbie Stabenow: Researched and drafted legislation related to the Medicare and Medicaid programs. Developed bill support strategies within the Senate, coordinated special projects with Legislative Assistants, organized bill-specific briefings/events, and recruited Senate co-sponsorships. Coordinated with advocacy groups and lobbyists on legislative action. Also worked as Campaign Spokesman and organizer during 2006 election cycle.

EDUCATION

Harvard School of Public Health, Boston, MA

Master of Science, Health Policy and Management, 2010

University of Michigan, Ann Arbor, MI

Bachelor of Arts, 2005

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS

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

REFERENCES

Dan Honey
Deputy Commissioner, Health Insurance Rate Review Division
Arkansas Insurance Department
1200 W. Third Street
Little Rock, AR 72201
Phone: (603) 271-7973
Email: Dan.Honey@arkansas.gov

Matt Haynes
Special Finance Projects Manager
Colorado Department of Health Care Policy and Financing
1570 Grant Street
Denver, CO 80203
Phone: 303.866.6305
Email: Matt.Haynes@state.co.us

Joann Susser
Health Program Administrator, DSRIP Program
New York State Department of Health
Phone: 518-486-1042
Email: joann.susser@health.ny.gov

MARGOT THISTLE, ESQ.
SENIOR CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

Margot Thistle has over eight years' experience working on health care reforms efforts starting with the passage of health care reform efforts in Massachusetts. Ms. Thistle has spent much of her career working directly on the impact and operation of Health Benefit Marketplaces, including extensive Health Marketplace policy consulting experience having lead the operational and policy planning for the state-based Marketplace in Vermont. Ms. Thistle has worked extensively with state insurance department during her time at PCG, including leading a project reviewing the impact of risk adjustment and prescription drug costs on health insurance rates in Massachusetts. Ms. Thistle also provides broad policy and regulatory support to PCG's other health care clients across the country, analyzing policy and regulatory developments, providing strategic advice relative to regulatory questions, and drafting policy briefs and position papers. Ms. Thistle is a managing editor of PCG's monthly health practice area newsletter, *Health Policy News*.

RELEVANT PROJECT EXPERIENCE

Massachusetts Department of Insurance, Commonwealth of Massachusetts

Rate Review: Risk Adjustment and Prescription Drug Cost Study (January 2016– Present): Project Manager

Project: In conjunction with consultants from INS, PCG researched the effects of risk adjustment and prescription drug costs on health insurance rates, which we used to develop a survey distributed in summer 2016 to twenty state insurance departments. This survey sought information related to the rate review process undertaken in other states, and in particular the treatment of costs associated with risk adjustment and prescription drugs. Our results will be translated into a report for the Department with a public released of findings planned.

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.

Ohio Department of Insurance, State of Ohio

Plan Management Consulting (June 2014-present): Subject Matter Expert

Project: Authored 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 2015 plan management review and approval process and most recently the 2017 plan management review process.

Massachusetts Health Policy Commission, Commonwealth of Massachusetts

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

Project: 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.

Ms. Thistle: 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.

New Hampshire Insurance Department, State of New Hampshire
Plan Management Consulting (December 2013 – Present): Project Manager

Project: Plan Management consulting work with the NHID.

Ms. Thistle: Manages the project and oversees 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. Additionally, we conduct Network Adequacy review on behalf of the Department.

New Hampshire Continuity of Coverage Consulting (February 2014 –December 2014): Project Lead

Project: Integrated Medicaid enrollees into the commercial insurance marketplace.

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

Department of Financial Regulation, State of Vermont
Health Benefit Exchange (May 2012 – November 2013): Project Director

Ms. Thistle: For close to two years, served as the liaison between the Department of Financial Regulation and Vermont Health Connect for state based exchange plan management functionality, and commercial insurance integration.

Health Policy Experience: Provided policy, legal, and technical support for all Exchange requirements as a member of the Vermont Health Connect policy team. Served as the lead presenter to CMS for all plan management requirements and functionality.

Legal Research and Writing: Served as the legal lead for RFP's and contracts, including Electronic Trading Partner Agreements, necessary to bind carriers to Exchange requirements and policies. Lead the negotiation process with the three carriers qualified to offer plan on Vermont Health Connect.

Legal Research Experience gained through review and summary of all proposed regulations related to SBE Blueprint requirements, as well as public comment to the federal government on behalf of the state of Vermont. Provided policy briefs to director level members of state agencies, as well as the legislature and the independent board tasked with oversight of Vermont Health Connect. Provided summaries, and presentations to the Medicaid and Exchange Advisory Board of proposed exchange policies, as well as requirements necessary to effectuate policies and procedures.

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

PROFESSIONAL BACKGROUND

Public Consulting Group, *Boston, MA*

December 2013 – Present

Department of Financial Regulation, *VT*

May 2012 – November 2013

EDUCATION

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

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

CERTIFICATIONS/ PUBLICATIONS/ SPECIAL SKILLS

- Massachusetts Bar, 2010

REFERENCES

Dan Honey
Deputy Commissioner, Health Insurance Rate Review Division
Arkansas Insurance Department
1200 W. Third Street
Little Rock, AR 72201
Phone: (603) 271-7973
Email: Dan.Honey@arkansas.gov

Michael Wilkey
Director, Life Accident and Health
New Hampshire Insurance Department
21 Fruit Street
Concord, NH 03301
Phone: (603) 271-3218
Email: Michael.wilkey@ins.nh.gov

Mary T. Hosford
Health Actuary
Massachusetts Division of Insurance
1000 Washington Street
Boston, MA 02118-6200
Phone: 617.521.7358
Email: mary.hosford@state.ma.us

LISA KAPLAN HOWE, ESQ.
SENIOR ADVISOR AT PUBLIC CONSULTING GROUP, INC.

Ms. Kaplan Howe (J.D.) is a Senior Advisor with over 10 years of experience working in health law and policy. At PCG, she focuses on statutory and regulatory analysis and strategic advising, particularly related to health care policy. Ms. Kaplan Howe has provided subject matter expertise to support state health care reform efforts, including policy development and regulatory support for health insurance Marketplaces and state insurance plan management efforts, Medicaid expansion and Medicaid Waivers (including DSRIP Waivers) and State Innovation Waivers. Ms. Kaplan Howe led PCG's work with the New Hampshire Insurance Department relative to the state's Section 1115 Medicaid Waiver to provide coverage to newly-eligible adults through the Marketplace and continues to support the state's Marketplace plan management work. In those roles, Ms. Kaplan Howe has served as the chief advisor and policy expert related to Medicaid and private insurance law to the New Hampshire Insurance Department, helping to identify, analyze and lead strategic consideration of federal opportunities and requirements. Ms. Kaplan Howe is also part of the team helping to design Colorado's Delivery System Reform Incentive Payment (DSRIP) program. Ms. Kaplan Howe also provides broad policy and regulatory support to PCG's other health care clients across the country, analyzing policy and regulatory developments, providing strategic advice relative to regulatory questions, and drafting policy briefs and position papers. Ms. Kaplan Howe is a managing editor of PCG's monthly health practice area newsletter, *Health Policy News*.

Prior to joining PCG, Ms. Kaplan Howe served as Policy Director at New Hampshire Voices for Health, where she led legislative and regulatory analysis, strategic planning, and implementation of the organization's policy agenda. Her work included drafting bills, amendments, testimony, and communications and testifying at hearings. Ms. Kaplan Howe also held the positions of Private Market Policy Manager and Consumer Health Policy Coordinator at Health Care for All of Massachusetts. While there, she managed private insurance market policy work and was a member of the organization's internal health reform team. Ms. Kaplan Howe also practiced law in the Ropes & Gray health care department, advising health care provider and insurer clients.

RELEVANT PROJECT EXPERIENCE

New Hampshire Insurance Department, State of New Hampshire
State Partnership Marketplace Plan Management

Project: Provide operational support and legal 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: Conduct legal and regulatory research and analysis and provide strategic guidance. Participate in external discussions.

Prescription Drug Prior Authorization Uniform Form and Regulations

Project: Assisted with the Department's successful efforts to create a draft uniform prior authorization form for prescription drugs and enacting regulations. Work included research, drafting reports, facilitating stakeholder engagement and Department decision-making, drafting form and regulations and assisting with the rule-making process.

Ms. Kaplan Howe: Led PCG's work, including research, facilitating Department decision-making and drafting. Lead client liaison.

Continuity of Coverage Policy

Project: Assisted the New Hampshire Insurance Department in the state's waiver, planning and implementation activities 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 premium assistance for the purchase of a Marketplace Qualified Health Plan.

Ms. Kaplan Howe: Provided legal and policy advising services related to the Section 1115 Waiver. Conducted research and analysis, provided strategic guidance and technical assistance, facilitated decision-making, and participated in external discussions relative to waiver development and implementation. Drafted legal and guidance documents. Served as lead client liaison.

Department of Health Care Policy and Financing, State of Colorado

Delivery System Reform Incentive Payment Waiver Development

Project: Provide technical assistance to support the development of the state's DSRIP initiative, including assisting the Department to identify the program's key goals and outcomes, to define eligibility criteria for the state's hospitals and to develop all program supporting documentation and evaluation criteria.

Ms. Kaplan Howe: Provide policy expertise and guidance. Conduct research and present policy analysis, options and recommendations. Assist with drafting concept paper and program documents.

Arkansas Health Insurance Marketplace, State of Arkansas

Advising regarding State Health Reform

Project: Provide subject matter expertise and policy analysis of the state's opportunities to strengthen its health care system and reform the Health Care Independence Program, including under Medicaid 1115 Waivers and ACA Section 1332 State Innovation Waivers.

Ms. Kaplan Howe: Lead research and analysis. Develop outline of opportunities for state consideration. Draft reports and various other documents for consideration by the state.

Department of Medicaid, State of Mississippi

Health Care Delivery Transformation Consulting Services

Project: Provide technical assistance and consulting services regarding the administration of the state's Medicaid and CHIP coordinated care programs, including research and analytical services in the design, development and implementation of new health care delivery initiatives.

Ms. Kaplan Howe: Provide legal and policy advising services. Conduct legal and policy research, analyze impact on state programs and initiatives, and provide strategic advice.

Department of Health Services, State of Wisconsin

Childless Adults Waiver

Project: Assist with development of an amendment to the state's existing 1115 Medicaid Waiver. Tasks include research, and developing and negotiating amendment.

Ms. Kaplan Howe: Provide legal and policy advising services related to the Section 1115 Waiver amendment. Conduct legal and policy research, analyze impact on amendment options, and provide strategic advice.

Ohio Department of Insurance, State of Ohio

Plan Management Consulting

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 2017 plan management review and approval process.

Ms. Kaplan Howe: Contributed policy and regulatory analysis to best practices paper, including regarding the Small Business Health Options Program (SHOP) Marketplace and premium assistance programs.

Massachusetts Health Policy Commission, Commonwealth of Massachusetts
Report on Community Hospitals

Project: Researched and reported on community hospitals, including at identifying barriers to, and strategies to advance, structural transformation and policy initiatives to facilitate hospital strategic planning and transformation.

Ms. Kaplan Howe: Conducted legal and other research and analysis. Identified and analyzed policy needs and opportunities. Assisted with drafting report and other materials and reporting to client.

PCG Health

Practice Area Regulatory Support

Ms. Kaplan Howe: Maintain legal, regulatory and policy expertise and monitor regulatory developments. Analyze legal and regulatory standards and developments and draft reports. Provide strategic advice to PCG clients. Co-editor of *Health Policy News*.

PROFESSIONAL BACKGROUND

Public Consulting Group, Inc., Boston, MA
New Hampshire Voices for Health, Concord, NH
Health Care for All, Boston, MA
Ropes & Gray, LLP, Boston, MA

EDUCATION

New York University School of Law, New York, NY
J.D.

Tufts University, Medford, MA

Bachelor of Arts, Community Health and Sociology

REFERENCES

Angela Lowther
Interim Executive Director/Deputy Director
Arkansas Health Insurance Marketplace
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Little Rock, AR 72201
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Matt Haynes
Special Finance Projects Manager

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

Colorado Department of Health Care Policy and Financing
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Denver, CO 80203
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Jennifer Patterson
Health Policy Legal Counsel
New Hampshire Insurance Department
21 South Fruit St., Suite 14
Concord, NH 03301-2430
Phone: 603 271-2105
E-mail: jennifer.patterson@ins.nh.gov

KAREN HICKS**CIVIX STRATEGY GROUP, FOUNDER & CEO**

Ms. Hicks is as an internationally regarded strategist and manager, Ms. Hicks has designed and run national and state based campaigns that combine a winning strategy with a plan to build lasting power through leadership and skill development. In January, 2015 with decades of experience to build on, Ms. Hicks incorporated Civix Strategy Group, a full-service grassroots engagement firm providing strategic advice, campaign management and hands-on project management to a diverse clientele including the American Civil Liberties Union, Mastercard Center for Inclusive Growth, and the Women Effect Action Fund.

RELEVANT PROJECT EXPERIENCE**Keep New Hampshire Healthy, State of New Hampshire**

(2015 – 2016): Senior Strategist

Project: Through this program nearly 50,000 low-income people have gained access to health care, that they otherwise wouldn't have been able to afford. This program funnels federal funds directly into the state of NH. *Ms. Hicks:* Developed a strategy and managed a coalition to establish and reauthorize Medicaid Expansion in New Hampshire. Ms. Hicks won approval from Republican majorities in the New Hampshire House and Senate by bringing together business interests, health care providers, and advocates to secure and continue health insurance for 50,000 Granite Staters.

Covering New Hampshire, State of New Hampshire

(2013 – 2015): Project Manager

Project: Created a resource for Granite Staters to learn about the Health Insurance Market Place, the New Hampshire Health Protection Program and the health insurance plans in the state of NH. *Ms. Hicks:* Designed and ran a large-scale consumer outreach and engagement campaign to enroll uninsured residents in the Health Benefits Marketplace and Medicaid. The multi-channel campaign won national recognition as one of the most effective in the country.

Change That Works, State of New Hampshire

(2013 – 2015): Campaign Director

Project: The Service Employees International Union developed a series of public campaigns, lectures and exhibitions that discussed examples of positive change at the grassroots level. *Ms. Hicks:* Created strategy, plan and program for \$50 million campaign to enact comprehensive health care reform and labor reform. Recruited and oversaw 250-person staff in 12 targeted states. Ms. Hicks developed and implemented comprehensive strategies to build public support for reform agenda for each targeted elected official. Each strategy included a thorough power analysis and map, earned media program, leadership development and grassroots organizing program.

PROFESSIONAL BACKGROUND

Independent Consultant, New Hampshire	2010 –2013
Hilary Clinton for President, New Hampshire	2007-2008
Catalist, Washington, DC	2005-2006

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

Labour Party, *Great Britain*

January- May 2005

Democratic National Committee, *New Hampshire*

2004

Dean for America Campaign, *New Hampshire*

2003

EDUCATION

University of New Hampshire, *Durham, NH*

Bachelor of Arts, Sociology, 2000

Four semesters of graduate level Statistics, including program design and evaluation

CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS

Fellow

Institute of Politics at Harvard University, 2006

BEN JANELLI
CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

Mr. Janelli worked in the Massachusetts Legislature for nearly 6 years, concluding as a legislative director for a state senator. Since leaving the Massachusetts State House and joining Public Consulting Group he has been involved in efforts to support New Hampshire and New York in implementing several major components of the Affordable Care Act and Medicaid redesign.

Mr. Janelli's role in New Hampshire has afforded him significant knowledge of the landscape of organizations and individuals across the public and private sectors (government officials, hospital leaders, providers, non-profit organizations, consumers and key stakeholders). In both the Marketplace assistance program and the outreach and education campaign, Mr. Janelli acquired the background data and information to develop a deployment strategy with an analytical backbone and justification. In New York, Mr. Janelli has been helping craft policy decisions in many facets of the program. He continues to ensure that ongoing research and relevant data is utilized and reflected in the evolution of the deployment strategy throughout the life of the programs, and consistently tracks measurable outcomes and available sources of feedback.

RELEVANT PROJECT EXPERIENCE

Department of Health, State of New York

Delivery System Reform Incentive Payment Program (February 2017 – Present): Supplemental Programs Project Lead

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: Leads a team in creating programmatic guidance documents on the State Supplemental programs in order to share pertinent information regarding these programs with facilities, including information on how funds can be earned and how the program will be governed. Collect data/reports submitted in order to keep records on how facilities are performing within the programs.

Department of Health, State of New York

Delivery System Reform Incentive Payment Program (January 2016 – February 2017): Relationship Lead

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: Point of contact between Performing Provider Systems (PPS) and the State offering customized support during project planning, implementation and reporting. Mr. Janelli works closely with all NYS Department of Health staff while monitoring PPS progress to ensure successful project implementation. Duties include convening regular meetings with PPS executive leadership staff, providing technical assistance to PPS in interpretation and implementation of program policy and requirements, and identifying regulatory and other barriers to successful program implementation for New York State Department of Health intervention.

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.

New Hampshire Health Plan, State of New Hampshire

Marketplace Assistance (MPA) Program Oversight (February 2014 – June 2016): 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.

New Hampshire Insurance Department, State of New Hampshire

State Partnership Marketplace Plan Management (February 2014 – April 2016): 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: Supports 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 works closely with all compliance staff to review processes needed to certify QHPs for offering in the state.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA

February 2014 – Present

Commonwealth of Massachusetts, Boston, MA

July 2008 – February 2014

EDUCATION

University of Massachusetts, Boston, MA

Bachelor of Arts in Political Science

REFERENCES

Michael Degnan

New Hampshire Health Plan, Executive Director

1 Pillsbury Street, Suite 200

Concord, NH 03301

(603) 223-6453

jmdegnan@helmsco.com

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

REFERENCES

Joann Susser

Health Program Administrator, DSRIP Program

New York State Department of Health

518-486-1042

joann.susser@health.ny.gov

October 12, 2017

New Hampshire Insurance Department (NHID)
Consumer Services Resource Tool
RFP # ECG 104

ALEJANDRA GARCIA

APPRENTICE BUSINESS ANALYST AT PUBLIC CONSULTING GROUP, INC.

Ms. Alejandra Garcia has worked with Public Consulting Group in the health innovation policy and information technology (HIPIT) since July of 2017. As a Community Health graduate from Tufts University, Ms. Garcia has a strong academic background in health policy and undergraduate experience working in the Massachusetts Legislator as well as the Massachusetts Office of Health and Human Services.

RELEVANT PROJECT EXPERIENCE

Department of Health, State of New York

Delivery System Reform Incentive Payment Implementation (July 2017 – Present): Account Support Team Analyst

Project: Provide support to the Performing Provider Systems (PPS) in their efforts to reach DSRIP program requirements and objectives.

Ms. Garcia: Support the production of monthly deliverables used to track PPS progress for the Department of Health. Assist development of performance management strategies to ensure successful project implementation. Distributing meeting minutes to Relationship Leads, ensuring positive communication and accountability with PPS.

Department of Health, State of New York

Delivery System Reform Incentive Payment Implementation (July 2017 – Present): Analyst

Project: Created performance management tools to track PPS progress and ensure success in meeting monthly and yearly milestones. Through data management, create accountability, linking performance progress to financial rewards for DSRIP participants.

Ms. Garcia: Assist in the running of tools to track PPS progress. Provide support in data management for all 25 PPS and project performance metrics in DSRIP. Update data records monthly for all PPS performance metrics. Assist in the creation of deliverables related to performance metrics for monthly progress reporting.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA

July 2017 – Present

EDUCATION

Tufts University, Medford, MA

Bachelor of Arts, Community Health, 2017

STATE OF NEW HAMPSHIRE
2017 – ECG 104 Consumer Services Resource Tool
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (NHID) is requesting proposals (RFP) for a contractor to perform consulting services.

The NHID seeks assistance relative to 1) the development of an electronic desktop resource tool for Consumer Service Officers (CSOs) to deliver consistent information to health insurance consumers regarding parity in mental health and substance abuse benefits, and coverage of preventive health benefits and non-discrimination; 2) the creation of outreach and education materials on parity in mental health and substance abuse benefits, and coverage of preventive health benefits and non-discrimination covered by compliant health insurance plans; and 3) the provision of training to NHID staff on the use the tools and materials and the process for creating them;.

Any agreement arising out of this request for proposals will start upon Governor and Council approval and continue through June 30, 2018 and will be subject to state acceptance of the Health Insurance Enforcement and Consumer Protections Grant awarded to the New Hampshire Insurance Department on October 31, 2016.

GENERAL INFORMATION/INSTRUCTIONS

The contractor is expected to have and use expertise in developing electronic resource tools.

Electronic proposals will be accepted until 4 pm local time on October 12, 2017, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: “2017 – ECG 104 Consumer Services Resource Tool”.

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.

A successful proposal must include all the tasks outlined in the RFP.

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.

SERVICES REQUESTED

The NHID seeks consultants who will:

- 1) Develop an electronic resource desktop tool for Consumer Service Officers (CSOs) to deliver

consistent information to health insurance consumers regarding parity in mental health and substance abuse benefits, coverage of preventive health benefits and non-discrimination topics. The contractor will create individual documents on critical subject matter areas identified by the NHID. The documents will include definitions, legally accurate information in a logical and easy to read format, electronic links to relevant statutes/rules/bulletins, and FAQs with common myths debunked. The vendor is expected to interview subject matter experts at NHID. The editable documents will be aggregated into an electronic manual to be made available on each CSO's desktop.

- 2) Conduct staff training on the information available and use of the desktop tools and materials and on the process to update the manual and materials to keep them current.
- 3) Create outreach and education materials on the key topics identified in the areas of mental health and substance use disorder, preventive health services that are covered by compliant health insurance plans and non-discrimination topics. The vendor will create consumer oriented versions of the content used by CSOs to educate and inform New Hampshire health insurance consumers about the services fully covered by compliant health plans. The method of outreach and education will include a variety of delivery methods including Powerpoint, electronic and printed materials, webinars and in person training. In addition, the vendor will provide training on the identified topics to NHID consumer services and other staff.

The work product will be owned by the NHID.

The tools and materials should be created in MS Office product or other commonly used desktop software.

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 bidder's proposal.

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

- (1) Demonstrates expertise relevant to the development and delivery of consumer services and health insurance related education and training materials.
 - a. Expertise and current knowledge of New Hampshire health insurance laws

- and regulations, qualified health plans and mental health and substance use disorder services;
- b. Expertise and current knowledge of the federal Mental Health Parity and Addiction Equity Act (MHPAEA);
 - c. Specific skills needed for creating education materials for consumer services employees and consumers on health insurance and medical topics;
 - d. Proven ability to communicate effectively in providing education and training to employees and consumers;
 - e. Experience and knowledge of health and health insurance literacy; and
 - f. Possess an understanding of the opportunities, barriers and challenges faced by consumers in using health insurance and the health care delivery system.

30% of total score

- (2) General qualifications and related experience of the contractor to meet the demands of the RFP. The proposal must include a summary of relevant experience, including a current resume for each individual expected to perform work under the proposal, and time estimates for each person.

20% of total score

- (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 will be considered in the evaluation scoring formula.

25% of total score

- (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 Work Plan should include a description of the anticipated

products, a schedule of tasks, deliverables, major milestones, and task dependencies

25% of total score

- (C.) Conflict of Interest. The applicant shall disclose any actual or potential conflicts of interest.
- (D.) Other Information. 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 September 25, 2017. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include "2017 – ECG 104 Consumer Services Resource Tool" in the subject line of the email.

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by September 28, 2017.

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 October 16, 2017, and the NHID will seek to obtain all state approvals by early-November, 2017. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by October 20, 2017 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.

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.

Public Consulting Group, Inc.

RFP 2017-ECG 104 Consumer Services Resource Tool

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated October 23, 2017, not to exceed the total contract price of \$71,881. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

Public Consulting Group, Inc.

RFP 2017-ECG 104 Consumer Services Resource Tool

Exhibit C-1

**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.

AARON HOLMAN

Printed Name of Contractor

10/27/17

Date



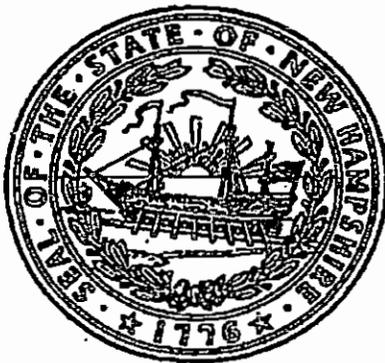
Contractor Signature

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. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 30, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104752



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of July A.D. 2017.

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

William M. Gardner
Secretary of State



Public Focus. Proven Results.™

CERTIFICATE OF SIGNATURE AUTHORITY

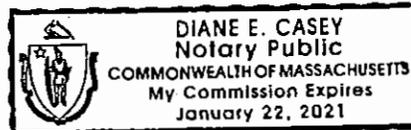
The undersigned Mark R. Kmetz, Assistant Secretary of Public Consulting Group, Inc., a Massachusetts corporation (hereinafter "the Company"), does hereby certify that William S. Mosakowski, President of the Company, is authorized to execute on behalf of the Company a contract with the State of New Hampshire, acting by and through the New Hampshire Insurance Department, providing for the performance by the Company of certain Plan Management Services; and that the President is authorized to take any and all such actions, and execute, seal, acknowledge, and deliver on behalf of the Company any and all documents, agreements, and other instruments (and any amendments, revisions, or modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same; and that the signature of the President of the Company affixed to any such instrument or document shall be conclusive evidence of the authority of the President to bind the Company thereby.

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate on this 30th day of October 2017.

Mark R. Kmetz
Assistant Secretary

Commonwealth of Massachusetts
County of Suffolk

On this 30 day of Oct 2017, before me Diane Casey, the undersigned officer, personally appeared Mark R. Kmetz, who acknowledged himself to be the Assistant Secretary of Public Consulting Group, Inc., and that such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Diane E. Casey, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2017

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

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

PRODUCER Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110 INSURED Public Consulting Group, Inc 148 State St. 10th Floor Boston MA 02109	CONTACT NAME: Michael Eaton PHONE (AC, No, Ext): (617) 723-7775 FAX (AC, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER A: Great Northern Insurance Co.</td> <td style="text-align: right;">20303</td> </tr> <tr> <td>INSURER B: Colony Insurance Company</td> <td style="text-align: right;">39993</td> </tr> <tr> <td>INSURER C: Federal Insurance Co.</td> <td style="text-align: right;">20281</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td style="text-align: right;">27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Co.	20303	INSURER B: Colony Insurance Company	39993	INSURER C: Federal Insurance Co.	20281	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 17-18 GL Auto **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.

NSR LTR	TYPE OF INSURANCE	ADDITIONAL SURR: (NSD, WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		35855036	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ca occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COLLISION AGG \$ Included Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		73540440	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		AR3461916	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	(17) 71724811	2/18/2017	2/18/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made		ECN G25611378 001 Retro Date: 2/27/1997	4/1/2017	4/1/2018	Each Claim/Aggregate \$ 1,000,000,000 Deductible \$100,000

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

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

The Contractor identified as Public Consulting Group, Inc. in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

BUSINESS ASSOCIATE AGREEMENT

(I) Definitions.

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

The NH Insurance Dept.
The State
Alexander K. Feldvebel
Signature of Authorized Representative
Alexander K. Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
11/2/17
Date

POSITIVE CONSULTING GROUP
Name of the Contractor
[Signature]
Signature of Authorized Representative
AARON J. HOLMAN
Name of Authorized Representative
ASSOCIATE MANAGER
Title of Authorized Representative
10/27/17
Date