



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

YOR 37

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

February 3, 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 Gorman Actuarial, Inc. (Vendor # 263768) of Marlborough, MA in the amount of \$36,300, for consulting services effective upon Governor & Council approval through June 30, 2017. 100% Federal Funds.

The funding will be available in the Enforcement & Protection Grant as follows:

	<u>FY2017</u>
02-24-24-240010-12120000-046-500464 Consultants	\$36,300

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 States 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 relative to the development of a data collection and reporting process for health care provider complaints about the health care delivery system as they related to matters of health insurance, using New Hampshire's online form application, nFORM, hosted by the NH Department of Information Technology (DoIT).

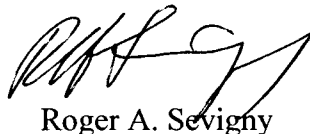
The major deliverables for Gorman Actuarial, Inc. include:

1. Interviewing NHID staff to determine data elements to collect and standard reports to create and interviewing representatives of the provider population to better understand the complaint and data input functions from their perspective;
2. Providing recommendations to the NHID on the content of the online data collection tool, and upon approval, creating the online data collection tool in nFORM that is modifiable for updates as needed;
3. Providing recommendations to NHID for the creation of the local database whose structure will support the needs of NHID consumer services, and upon approval designing and building a system to process the output of the FormViewer utility into a local database;
4. Creating standard and ad hoc report templates that utilize the data collected and meet the needs of NHID to respond to providers and to analyze the data for regulatory oversight.
5. Testing the data collection tool, the database and the reporting functions.

The Request for Proposal was posted on the NHID's website on December 27, 2016 and sent to past bidders for NHID contract work and companies doing work in this field. One bid was received. The bid was evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the Gorman Actuarial, Inc. as responsive and cost-effective to the RFP.

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

Respectfully submitted,

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

Roger A. Sevigny

ECG-103 PROPOSALS EVALUATIONS

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

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

On January 26, 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.

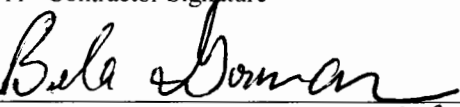
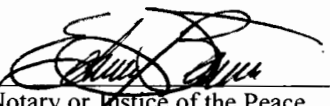
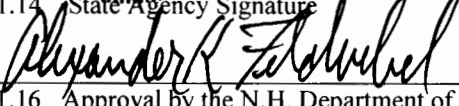
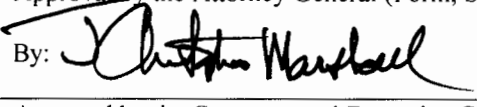
RFP/VENDOR	CONTRACTOR Meets Specific Criteria (40% of points)	CONTRACTOR General Qualifications & Related Experience (20% of points)	Plan of Work (20% of points)	Bid Price- BUDGET AMOUNT	COST (0% of points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
RFP 2016-ECG-103 Provider Complaint Database Development								
Gorman Actuarial, Inc	32.00%	16.00%	14.00%	\$36,300	20.00%	82.00%	62.00%	

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Gorman Actuarial, Inc.		1.4 Contractor Address 210 Robert Road, Marlborough, MA 01752	
1.5 Contractor Phone Number 508-229-3525	1.6 Account Number 02-24-24-240010-12120000-046-500464	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$36,300
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bela Gorman, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>January 31, 17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved 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 Signature of Notary Public or Justice of the Peace 			
1.13 Name and Title of Notary or Justice of the Peace Edith Barrios			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  2/7/17 On: _____			
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.

Gorman Actuarial, Inc.

RFP 2016 ECG 103 Provider Complaint Database Development

Exhibit A

Scope of services

Summary of Services to be provided:

1. Interview NHID staff to determine data elements to collect and standard reports to create;
2. Interview representatives of the provider population to better understand the complaint and data input functions from their perspective;
3. Provide recommendations to the NHID on the content of the online data collection tool, and upon approval;
4. Create the online data collection tool in nForm that is modifiable for updates as needed;
5. Provide recommendations to NHID for the creation of the local database whose structure will support the needs of NHID consumer services, and upon approval;
6. Design and build a system to process the output of the FormViewer utility into a local database to house the data exported from the nForm collection tool;
7. Create standard and ad hoc report templates that utilize the data collected and meet the needs of NHID to respond to providers and to analyze the data for regulatory oversight.
8. Test the data collection tool, the database and the reporting functions.
9. The consultant shall perform all other tasks as described in the RFP 2016 ECG 103 Provider Complaint Database Development (attached) and the bid response (attached) which are incorporated by this reference.

Provider Complaint Database Development

**Prepared for the New Hampshire Insurance
Department**

RFP 2016 ECG 103

Gorman Actuarial, Inc.

January 23, 2017



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1. Introduction

The New Hampshire Insurance Department (NHID) is seeking consulting services related to the development of a data collection and reporting process for health care provider complaints regarding the health care delivery system, as they relate to matters of health insurance. Specifically, the NHID is seeking assistance with the development of the nForm online tool and the creation of a database to house consumer complaints. Reports will be generated from the database.

Gorman Actuarial (GA) is ideally positioned to assist the NHID in this project given our extensive experience in New Hampshire from a multitude of perspectives, in addition to our experience in other states. GA is familiar with the nForm system through our current work supporting the transition of NHID's Line of Business survey from an Excel based tool to an nForm based system. Below, please find Gorman Actuarial's (GA) response to NHID's RFP 2016 ECG 103. Note that Gorman Actuarial will subcontract the services of Bob Carey of RLCarey Consulting for this project.

2. Skills and Experience

In this section we have described several client projects and how those projects demonstrate our experience and skills directly related to the tasks outlined in the RFP.

2.1. NHID Annual Hearing on Health Insurance Premiums

Gorman Actuarial has worked collaboratively with the NHID since 2012 to support the annual hearing to examine health care cost trends and will continue to work with the NHID in 2017. The work includes creating a data survey tool for carriers, validating the data, interacting with the carriers on the data, assisting the NHID with preparation for the hearing and the writing of the report. The report focuses not only on the health care cost drivers in the past year, but also compiles several data sources to create actionable findings for the NHID in its pursuit of addressing health care affordability in New Hampshire. In addition to the carrier-specific data survey, we examined other data sources including the detailed data submissions for the supplemental data request. We have worked with the data submissions since 2009, and we are very familiar with the data bulletin, data structure and idiosyncrasies of the data set. We have been involved with making recommendations and highlighting data anomalies of the supplemental report data and working collaboratively with the NHID and their vendors to resolve data discrepancies.



2.2. NHID Line of Business Survey

In 2017 Gorman Actuarial is providing the NHID with a database and processing system to house line of business survey data for CY 2014, CY 2015 and CY 2016. Each year approximately 600 data files are collected from insurance carriers. Prior to the start of this project the data was delivered in an Excel file. Starting this year, CY 2016 data will be collected using the nForm system. A series of reports have been specified, and will be generated based on the data housed in the database.

2.3. MA DOI Provider Directory Audit

Currently Don Gorman and Bob Carey are working with the Massachusetts Division of Insurance (MA DOI) on an examination of insurers' provider network information that is made available to consumers. This project involves an audit of each insurer's provider directory to verify that the required information is properly displayed, that consumers are able to obtain accurate information on in-network providers across a range of specialties, and that insurers have procedures in place to keep up-to-date the directory of providers in their network.

For this project, GA has developed a survey tool to be completed by insurers offering coverage in the Massachusetts market; will prepare an overview of the survey responses; and will conduct site visits of each insurer to document the systems and processes used by each insurer to maintain and make publicly available an accurate provider directory. Our work will include an identification of deficiencies that may exist, as well as documenting best practices that will help inform the MA DOI as the Division considers updating its provider directory standards.

An important part of this project includes a review of the ways in which provider offices interact with insurers regarding their network status, including whether they are accepting new patients, the listing of the provider's specialty, and other information that may be included in an insurer's provider directory (e.g., office location, hours of operation, languages accommodated, hospital affiliations, etc.).

3. General Qualifications

Gorman Actuarial, Inc. (GA) is a Massachusetts State Office of Minority and Women Business Assistance certified company, formed in January 2006 and located in Marlborough, Massachusetts. GA's client list has included health insurers who do business in New England as well as national carriers and many state insurance agencies and state health care policy divisions. Through GA's client experience and participation in several professional workgroups, GA has in-depth knowledge of the Patient Protection and Affordable Care Act, including aspects related to the medical loss ratio requirements, rate filing and rate review requirements, single risk pool rating concepts, actuarial value



and minimal value, and essential health benefits requirements. We have extensive experience working with health care claims data, both from the GA team's experience working at insurance carriers and through our various client projects for which data is collected. GA has a proven track record of strong communication skills, both in the form of written communications and our ability to effectively communicate and work with regulators, insurance carrier representatives and other consultants. In addition to our extensive experience as consultants, GA also brings practical industry experience to its clients. This practical experience and knowledge is critical when working with data from insurance carriers. The GA team's deep understanding of insurer system constraints, insurer reporting, and insurer operations allows GA to have insight that others may not have. Below we have further detailed the experience of each of our team members. Resumes are provided in Section 11.

Don Gorman

Don Gorman is GA's project manager and lead data analyst. He has experience in developing data specifications and managing large amounts of data from various insurers. He also has extensive experience in data analysis and modeling. As part of a study for the State of Maine, Don developed a reinsurance model that allowed the user to model various program structures. For the State of Wisconsin, Don created a database for each of the health insurance market segments – Individual, Small Group, Large Group and High Risk Pool (HIRSP). The database contains records for nearly every member in the insured market in CY 2008 and CY 2009. For the Massachusetts Attorney General's Office, Don created a database containing cost and quality data for each of the 72 hospitals in Massachusetts. He also created a database containing cost and quality data for all of the major physician groups in Massachusetts. These databases allowed the AGO to quickly and efficiently analyze health care cost trend drivers. Don also completed a data processing and analysis system for the NHID, which allows the user to easily import carrier rate filing templates and generate reports from the database. Don has expertise in mathematical modeling, neural networks, detection and estimation theory, data fusion and expert systems. He also has extensive project management experience and has been responsible for writing many data requirement specifications.

Bob Carey, RLCarey Consulting

Gorman Actuarial also intends to subcontract the services of Bob Carey, principal of RLCarey Consulting. Bob is a health and welfare benefits consultant specializing in commercial health insurance, public health coverage programs (Medicaid / CHIP), strategic planning, streamlining business operations, and the procurement of health and welfare benefits. His clients include commercial health insurers, state insurance departments, health and human service agencies, information technology firms, third-party administrators, large consulting firms, and private sector employers.



4. Scope of Work

Gorman Actuarial is proposing the following areas of focus to complete the deliverables outlined in the RFP. We have assumed that work would commence in February 2017 and be completed by June 30, 2017.

4.1. Project Kick-Off and Status Meetings

GA proposes a kick-off meeting with the NHID at the start of the project. The goal of this meeting is for GA and the NHID to review the project deliverables and timeline. We will also discuss a schedule for interviewing the NHID staff and provider representatives. We propose periodic status meetings between the GA team and the NHID team.

4.2. Interview Stakeholders

Based on the discussions from the kick-off meeting, GA will develop a list of questions for the NHID staff and provider representatives to determine the design of the data intake system and the expected number of consumer complaints per month. We will have reviewed the NHID's online consumer complaint as a starting point:

<https://www.nh.gov/insurance/consumers/complaints.htm>

After concluding the interviews GA will provide recommendations to the NHID on the content of the online data collection tool.

4.3. Design, Develop and Test the nForm

GA has familiarity with the nForm system but is eager to avail themselves to the opportunity to get an orientation to the nForm and project, as stated in the RFP. We have assumed two on-site visits to NHID's offices in Concord. The nForm will be designed and implemented using the NHID's computer resources. The nForm will be tested in a pre-production environment to assure that data elements are captured correctly. The FormViewer utility will be used to export the test data, and further testing will verify that the data in the database is exported accurately and completely.

4.4. Database Design and Data Import

After the nForm is complete, the database to house all consumer complaints will be designed and developed. This will be done with the understanding that the database will need to be updated on a periodic basis (perhaps weekly, or more or less frequently as deemed appropriate). It is our goal to make this transition of data from the nForm system to the local database to be efficient and easy.



4.5. Design and Build Processing System

The next phase of the project will involve development of a system that will take the output of the nForm system (assumed to be a comma separated value (csv) file) and allow it to be processed and brought into the database.

4.6. Standard and ad hoc Reports

Based on the discussions from the kick-off meeting, GA will develop a list of reports that can be generated from the database. We have assumed an initial set of six (6) reports will be sufficient. We will work collaboratively with the NHID to develop appropriate reporting capabilities from the database. We will also provide instruction on how to run the system and display the reports on NHID's computer.

5. Conflict of Interest

Gorman Actuarial and its subcontractors have no actual or perceived conflicts of interest with regard to this project. GA is under contract with the NHID for the following projects: 2014-RRG-401-SR PH (Annual Hearings and Analyses).

6. References

Below, please find Gorman Actuarial references for recent engagements that are similar in nature to this project.

Mr. Kevin Beagan
Deputy Commissioner of Insurance and Director of the State Rating Bureau
Massachusetts Division of Insurance
One South Station, 5th Floor
Boston, MA 02110-2208
(617) 521-7347
Kevin.Beagan@state.ma.us



Karen C. Tseng
Assistant Attorney General
Health Care Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108-1598
(617) 963-2030
karen.tseng@state.ma.us

Martha McLeod
Rate Review Project Manager
New Hampshire Insurance Department
21 S. Fruit Street, Suite 14
Concord, NH 03301
(603) 271-3841
Martha.McLeod@ins.nh.gov

Eric Cioppa
Superintendent of Insurance
34 State House Station
Augusta, Maine 04333-0034
(207) 624-8426
Eric.A.Cioppa@maine.gov

7. Team Roles

In this section we describe our team and their roles in this project.

Don Gorman's primary responsibilities will include developing the nForm, designing and developing the database and import system, and developing the reports. He will also be the project manager for the project.

Bob Carey will develop the list of questions for the interviews of stakeholders. He will also conduct interviews with NHID staff and provider representatives. In addition, he will assist in the testing phases of the project.

8. Project Plan

We have outlined a tentative project plan with an assumed start date of February 13, 2017. We anticipate finalizing this project plan after meeting with NHID at the start of the project.

NHID Complaint Database Project Timeline

PROJECT PLAN assuming start date of February 13, 2017

Task Number	Task Description	Start Date	End Date
1	On-Going Status Meetings Assume meeting twice a month for an average of 1 hour through June (4 Months)	2/13/2017	6/16/2017
2	Interview of stakeholders Develop list of questions for NHID and provider stakeholders. Interview NHID staff to determine data elements to collect and standard reports to create Interview representatives of the provider population to understand the complaint and data input Provide recommendations to the NHID on the content of the online data collection tool	2/15/2017 2/15/2017 2/22/2017 2/28/2017	2/15/2017 2/22/2017 2/27/2017 2/28/2017
3	Design and develop the nForm Travel to Concord NH/nForm training Travel to Concord NH/nForm design & development Test nForm survey (pre-production) ; Run the FormViewer utility to create an export of all test data in the DoIT database Test that the exported data correctly captures all complaint data	3/1/2017	3/15/2017
4	Design local database	3/15/2017	3/20/2017
5	Design a methodology for periodic delivery of data from DOIT database	3/15/2017	3/20/2017
6	Design and build a system to process the output of the FormViewer utility into a local database Export of all Complaint data from the DoIT database using FormViewer Processing of .csv file by system (done on a periodic basis, maybe weekly or monthly) Test imported data for accuracy	3/20/2017 4/10/2017 4/10/2017	4/10/2017 5/10/2017 5/10/2017
7	Standard and ad hoc reports Create proposed standard data reports (with input from NHID). Assume 6 reports. Meet with NHID to receive feedback Finalize Reports Training NHID to use database/reports	4/15/2017 5/22/2017 5/24/2017 6/5/2017	5/19/2017 5/23/2017 6/2/2017 6/16/2017
Total		2/13/2017	6/16/2017

9. Budget

We have estimated the time it will take to complete this project. GA's estimate of labor cost for this engagement is \$36,300. A summary of hourly rates is shown in the table below. Hours are billed only for time worked, and to the extent hours worked are lower, the costs will be proportionately lower.

NHID Complaint Database Project Timeline

PROJECT PLAN assuming start date of February 13, 2017

Task Number	Task Description	# of Hours	Total Costs
1	On-Going Status Meetings Assume meeting twice a month for an average of 1 hour through June (4 Months)	16	\$ 3,680
2	Interview of stakeholders Subtotal Hours	37	\$ 8,780
3	Design and develop the nForm Subtotal Hours	38	\$ 8,440
4	Design local database	12	\$ 2,640
5	Design a methodology for periodic delivery of data from DOIT database Subtotal Hours	4	\$ 880
6	Design and build a system to process the output of the FormViewer utility into a local database Subtotal Hours	28	\$ 6,160
7	Standard and ad hoc reports Subtotal Hours	26	\$ 5,720
Total		161	\$ 36,300

Consultant	Hourly Rate	Number of Hours and Budget
Don Gorman	\$220	117
Bob Carey	\$240	44
Total Budget		\$36,300

10. Closing

GA values the opportunity to build upon our existing relationship with the NHID and to leverage our industry experience and our New Hampshire experience by working with you on this project. We believe our team provides the skills and expertise to successfully complete this project, given our experience with data surveys, database design and system testing.

11. Resumes

Resumes are provided for the following team members:

- Don Gorman
- Bob Carey

Donald F. Gorman

Accomplishments

- Project Manager for many actuarial and technical projects
- Lead data analyst for several health insurance market reform studies
- Fifteen years of Systems Engineering experience
- Chief Systems Architect at Motorola's Acadia Application Integration Center
- For five years, managed the Acadia Systems Engineering Group, which performed analysis, support and design of ISV applications for Motorola Digital Settop Boxes and network
- Project Manager for the CS-1000, the Motorola Carousel Server
- Awarded Raytheon Micciolli Scholarship

Professional Experience

Consultant – Gorman Actuarial Marlborough, MA • March, 2006 – Present

- Project Manager and data analyst for the study of the Massachusetts Small Group and Non-Group Merger, which was delivered December 2006.
- Project Manager for New York State Small Group and Individual Market Merger Study.
- Perform statistical analysis to determine health insurance premiums.
- Provided actuarial analysis for the study of Reform Options for the State of Maine Individual Health Insurance Market. Created a reinsurance model for the Maine Individual and Small Group Markets, which modeled the impact of various reinsurance programs on the insured market. Presented results to the Maine Legislature in May 2007.
- Collected, summarized and analyzed small group market data from approximately 12 carriers for the State of Wisconsin.
- Project manager for Long Term Care Insurance Survey project for the Massachusetts Division of Insurance. Developed written and oral survey instruments and summarized survey results from 30 states.

Chief Systems Architect – Motorola Acadia AIC, Lexington, MA • January, 2001 – March, 2006

- Lead and managed all Systems Engineering activities at Acadia AIC, which is a 50+ person Motorola laboratory.
- Worked with Independent Software Vendors (ISVs) and assisted in the design and architecture of system and software solutions for digital cable television applications. Provided expert guidance on product architecture.
- As the technical liaison for the Marketing department I worked with prospective partners to evaluate product offerings.
- Project Manager for the Acadia developed CS-1000, which is an industry leading, client/server virtual file system solution.

Systems Engineer – Motorola Acadia AIC, Lexington, MA • February, 2000 – January, 2001

- Worked with Independent Software Vendors (ISVs) and assisted in the design and architecture of system and software solutions for digital cable television applications.

Senior Engineer – Theater High Altitude Area Defense (THAAD) – Raytheon Co., Sunnyvale CA • 1997 – 2000

- Performed radar analysis for the THAAD program.
- Identified and solved integration issues regarding radar performance at the System Integration Lab (SIL) including interaction with BMC3 and Missile segments.
- Developed graphical analysis tools using Matlab to automate data analysis.
- Responsible for testing and modifying software used for SIL scenario generation.
- Prepared briefings and presented results of radar and weapon system performance to THAAD segments and customer.

Lead Engineer – Medium Extended Air Defense System (MEADS) Raytheon Co., Bedford, MA
• 1996 – 1997

- Lead engineer for the MEADS Radar IPT simulation team. Task lead of international team composed of Raytheon and Siemens engineers. Responsible for manpower forecasts, task scheduling, hardware and software specifications.
- Developed simulation requirements for MEADS Radar IPT including a real-time, DIS compliant radar model and a high fidelity simulation used for radar design studies.

Engineer – Ship Self Defense System (SSDS) Raytheon Co., San Diego, CA • 1995 – 1996

- Analyzed radar data generated by SPS-49, SPS-67 track and acquisition radar for ship based defense system.
- Developed test plans to verify radar requirements and created data analysis programs to analyze system performance.

Member of Technical Staff – Raytheon Co., Tewksbury, MA • 1991 – 1994

- Member of Technical Staff
- Performed engineering and statistical analysis of air defense systems including PATRIOT and Hawk to determine system effectiveness. Designed and tested data fusion algorithms to incorporate data from multiple sensors. Developed and analyzed algorithms for ballistic missile launch point determination.
- Developed a simulation to analyze phased array radar performance.
- Supported engineering analysis and software evaluation for PATRIOT system at White Sands Missile Range (WSMR).

Computer and Software Skills

Software: C/C++, FORTRAN, Java, HTML, XML, SQL

Operating Systems: UNIX, Linux, VAX VMS, MAC, Windows NT, XP

Applications: Matlab, MathCad, Mathematica, Word, Excel, PowerPoint, Project, Access, SAS

Education

Duke University, Box 90754 Durham, NC 27708-0754

Master of Science in Electrical Engineering

Boston University, 881 Commonwealth Ave. Boston, MA 02215

Bachelor of Science in Electrical Engineering

Robert L. Carey
RLCarey Consulting
300 Commercial Street
Boston, Massachusetts 02109
(617) 470-3614
r.l.carey@comcast.net
www.rlcareyconsulting.com

PROFESSIONAL EXPERIENCE

Principal, RLCarey Consulting, Boston, MA

October 2008 - Present

Providing health care policy, strategy, technical and business operations assistance to the public and private sectors.

Public Sector

Health Insurance Marketplaces

Assignments include:

- Assessment of the costs and benefits of establishing a state-based marketplace vis-à-vis opting for federally-facilitated marketplace;
- Developing budgets for implementation and ongoing operations;
- Preparing business plans for the individual and small group marketplaces;
- Outreach and education to key constituencies;
- Plan management operations and oversight; and
- Monitoring regulations and bulletins to ensure compliance with state and federal rules.

Clients Include:

- State Based Marketplaces: Connecticut, Kentucky, Maryland, Massachusetts, Nevada and New York
- Federal/State Partnership Marketplace: Delaware
- Federally Facilitated Marketplaces: Alabama and Tennessee

Integrated Eligibility Systems

Work with state agency staff to document eligibility requirements for range of health and human services programs in order to develop single, streamlined eligibility system. Prepared multi-year strategy, business requirements, and drafted request for proposals for IT vendor; drafted Advance Planning Documents (APD) and multi-year implementation and operations budget for submission to federal government; and established transition plan to incorporate multiple health and human services programs into a single, integrated eligibility system.

Clients include:

- Tennessee Health Care Finance Administration
- Connecticut Health Insurance Exchange and Connecticut Department of Social Services
- Nevada Department of Health and Human Services

Massachusetts Division of Insurance

Review commercial health insurance rate requests for the individual and small group market.

Responsibilities include assembling summary information on the quarterly rate filings from all carriers and analyzing the rate filings to identify issues of concern.

Research and Analyses

Author of research papers and analyses on a broad range of health insurance and health reform topics, including:

- A series of reports that identified savings opportunities for Massachusetts municipal employees' and retirees' health benefits that has resulted in over \$500 million in savings to employees, retirees and public employers
- A report that resulted in over \$50 million in annual savings by restructuring health insurance benefits for employees and retirees of the Massachusetts Bay Transportation Authority (MBTA)
- Co-author of dental insurance report commissioned by the Massachusetts Division of Insurance that examined benefits, contracts with providers, and member cost sharing
- Research papers identifying the challenges and key decisions states face in implementing and sustaining a public health insurance marketplace

Private Sector

HealthyCT CO-OP Health Plan, Wallingford, CT

Assisting start-up health plan in Connecticut in the following areas:

- Product development and plan design
- Preparing rate filings, certificate of coverage, policy forms, summaries of benefits and coverage, and schedules of benefits for submission to state and federal regulators
- Sales and marketing strategy, including broker outreach and direct-to-consumer marketing
- Leading HealthyCT's interactions with Connecticut's Health Insurance Marketplace
- Compliance with federal reporting requirements and completion of federal data templates

Director of Planning and Development

August 2006 – October 2008

Commonwealth Health Insurance Connector Authority, Boston

State authority responsible for implementing Massachusetts' landmark health reform law

- Member of senior team and one of the first employees at the Connector Authority
- Responsible for development of strategic plan that laid the groundwork for implementation of Massachusetts' health reform law
- Brokered compromises on critical issues with Connector Board members, including establishment of minimum creditable coverage and health insurance affordability schedule
- Solicited health benefit plans, negotiated rates with carriers, and helped develop lower-cost health plans with insurers
- Lead staff on procurement and oversight of outsourced enrollment and premium processing vendors
- Coordinated health reform activities across state agencies, including working with senior staff at the Division of Insurance, Department of Revenue, and agencies within the Executive Office of Health and Human Services

Director of Policy and Program Management

August 2002 – August 2006

Group Insurance Commission, Boston

State agency responsible for administering health and welfare benefits for over 400,000 members

- Established plan designs, conducted procurements, negotiated rates and contracts with vendors, and oversaw management of health and welfare benefits for state employees and retirees
- Managed provider profiling initiative that measured cost-effectiveness and quality of care
- Designed health plans that incented members to use low-cost/high-quality providers

- Senior Policy Associate** November 2000 – August 2002
Massachusetts Taxpayers Foundation, Boston
Independent, non-partisan public policy research, education and advocacy organization
- Director of Research** June 1998 – November 2000
Rhode Island Public Expenditure Council, Providence, Rhode Island
Independent, non-partisan public policy research, education and advocacy organization
- Budget and Policy Analyst** April 1997 – June 1998
Massachusetts Bay Transportation Authority (MBTA) Advisory Board, Boston, MA
Watchdog agency overseeing largest public transit system in New England
- Assistant Chief, Management Division** July 1994 – April 1997
Massachusetts Office of the Inspector General, Boston
Watchdog agency responsible for the prevention and detection of government fraud, waste and abuse
- Senior Legislative Aide** November 1990 – August 1992
Office of Congressman George E. Brown, Washington, DC
- Senior Policy Advisor** December 1986 – August 1990
Office of the Speaker, Maine House of Representatives, Augusta, Maine

EDUCATION

- Carnegie Mellon University**
Master of Science, Public Management and Policy, magna cum laude, 1994
- University of Maine at Fort Kent**
Bachelor of Arts, English, cum laude, 1986

SELECT PUBLICATIONS and PRESENTATIONS

- State Employee Health Plan Spending: An examination of premiums, cost drivers, and policy approaches*, The Pew Charitable Trusts, Washington, DC, August 2014.
- Passive/Active: Defining the Role for a Health Benefit Exchange in the Interests of New Yorkers*, United Hospital Fund, New York, December 2011.
- Building the Infrastructure for a New York Health Benefit Exchange: Key Decisions for State Policymakers*, United Hospital Fund, New York, January 2011.
- Health Insurance Exchanges: Key Issues for State Implementation*, Academy Health, Washington, DC, September 2010.

Federal Health Reform: Lesson Learned from Massachusetts, Academy Health Annual Research Meeting, Boston, July 2010.

Leveling the Playing Field: Giving Municipal Officials the Tools to Moderate Health Insurance Costs, The Boston Foundation, March 2010.

A Health Insurance Exchange for Maryland? Comparing Massachusetts and Maryland, Maryland Association of Health Underwriters and National Association of Insurance & Financial Advisors of Maryland, Annapolis, MD, February 2010.

Preparing for Health Reform: The Role of the Health Insurance Exchange, Academy Health, Washington, DC, January 2010.

Report to the Massachusetts Legislature: Implementation of the Health Care Reform Law (2006 – 2008), Commonwealth Health Insurance Connector Authority, October 2008.

STATE OF NEW HAMPSHIRE
2016 – ECG 103 Provider Complaint Database Development
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 the development of a data collection and reporting process for health care provider complaints about the health care delivery system as they relate to matters of health insurance, using New Hampshire's online forms application, nForm, hosted by the NH Department of Information Technology (DoIT).

The vendor will assist the NHID with development of the nform online survey and create a local database structure to support the data submissions and standard and ad hoc report needs. Any agreement arising out of this request for proposals will start upon Governor and Council approval and continue through June 30, 2017, 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 online data collection tools and designing databases and reports. Preference will be given to those vendors who have experience with nForm.

Electronic proposals will be accepted until 4 pm local time on January 23, 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: "RFP 2016 – ECG 103 Provider Complaint Database Development".

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 need to work on site at the Department to be able to access the online forms application. Department resources including desk space, computer, software, and other administrative items will be provided.

SERVICES REQUESTED

The NHID seeks consultants who will develop the online form, the database to support the process and the standard and ad hoc reports. To successfully complete this project, the vendor will need to interview NHID staff involved in consumer services and data analysis and representatives of the provider community to identify critical data collection elements, and to interact and collaborate with DoIT online forms application project. An orientation to the nForm and the project will be offered to the successful bidder.

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

1. Interview NHID staff to determine data elements to collect and standard reports to create;
2. Interview representatives of the provider population to better understand the complaint and data input functions from their perspective;
3. Provide recommendations to the NHID on the content of the online data collection tool, and upon approval;
4. Create the online data collection tool in nForm that is modifiable for updates as needed;
5. Provide recommendations to NHID for the creation of the local database whose structure will support the needs of NHID consumer services, and upon approval;
6. Design and build a system to process the output of the FormViewer utility into a local database to house the data exported from the nForm collection tool;
7. Create standard and ad hoc report templates that utilize the data collected and meet the needs of NHID to respond to providers and to analyze the data for regulatory oversight.
8. Test the data collection tool, the database and the reporting functions.

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) Demonstrate expertise relevant to the development of online data collection tools such as nForm.
 - a) Experience in design of online data collection forms;
 - b) Experience in developing back end structural support;
 - c) Experience in testing and resolving issues;
 - d) Expertise in report development
 - e) References of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

40% 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.

20% 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 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

20% 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 January 5, 2017. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include “RFP 2016 – ECG 103 Provider Complaint Database Development” 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 January 9, 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 January 26, 2017, and the NHID will seek to obtain all state approvals by late-February 2017. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by February 3, 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.

Gorman Actuarial, Inc.

RFP 2016 ECG 103 Provider Complaint Database Development

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated January 23, 2017, not to exceed the total contract price of \$36,300. 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.

Gorman Actuarial, Inc.

RFP 2016 ECG 103 Provider Complaint Database Development

Exhibit C-1

Special Provisions -- Modifications, Additions, and/or

Deletions to Form P-37

Gorman Actuarial, Inc. offers consulting services by self-employed persons working out of their home, and are therefore exempt from the definition of an employer (RSA 281-A) and the workers' compensation requirement indicated under item number 15 of the P-37.

Gorman Actuarial, Inc.

RFP 2016 ECG 103 Provider Complaint Database Development

Exhibit C

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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

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

Bela Gorman
Printed Name of Contractor

1/31/17
Date

Bela Gorman
Contractor Signature

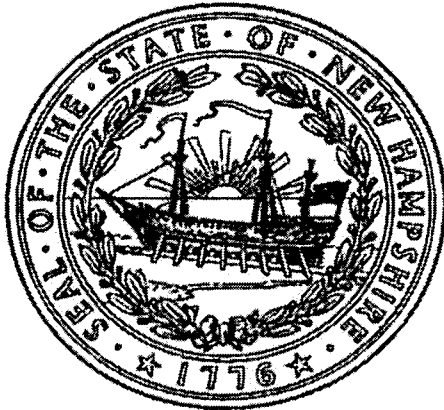
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GORMAN ACTUARIAL, INC. is a Massachusetts Profit Corporation registered to do business in New Hampshire as GORMAN ACTUARIAL NH on December 12, 2014. 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: 718720



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October A.D. 2016.

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

William M. Gardner
Secretary of State

FEB 02 2017

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Donald Gorman, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Secretary of Gorman Actuarial, Inc.
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on January 30, 2017
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire Insurance Department, for the provision of

database development services.

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 31st day of January, 2017.
(Date Contract Signed)

4. Bela Gorman is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Massachusetts
STATE OF ~~NEW HAMPSHIRE~~
County of Middlesex

Donald Gorman
(Signature of Clerk of the Corporation)
Secretary

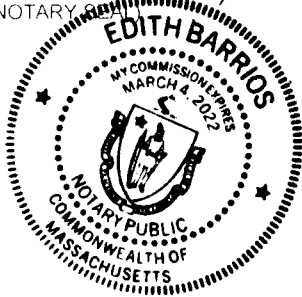
The foregoing instrument was acknowledged before me this 30th day of January, 2017.

By Donald Gorman
(Name of Clerk of the Corporation)
Secretary

Edith Barrios
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 03/04/22





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2017

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 BERLINER-GELFAND & CO INC 188 Main Street - Suite A Monroe CT 06468	CONTACT NAME: James Berliner PHONE (A/C, No, Ext): (203) 367-7704 FAX (A/C, No): (203) 333-0710 E-MAIL ADDRESS: Jim@BerlinerInsurance.com
INSURED Gorman Actuarial Inc. 210 Robert Rd Marlborough MA 01752	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co NAIC # 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2017-18 Certs

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			31SBAZN8964	1/20/2017	1/20/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Non-owned \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			31SBAZN8964	1/20/2017	1/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Insurance Department
Tyler Brannen
NH

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 Berliner/SC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2017

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 InsuranceBee Inc 2 Mill and Main Place Suite 425 Maynard, MA 01754	CONTACT NAME: Maureen Brogie PHONE (A/C, No, Ext): 978.344.4200 FAX (A/C, No): 1.888.217.5785 E-MAIL ADDRESS: contactus@insurancebee.com																					
INSURED Gorman Actuarial Inc 210 Robert Rd Marlborough MA 01752	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Admiral Insurance Company	24856	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
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INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability / Errors and Omissions			EO00003086902	10/16/2016	10/16/2017	\$ 1,000,000 Each claim \$ 2,000,000 Aggregate

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

Evidence of coverage

CERTIFICATE HOLDER**CANCELLATION**

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

The Contractor identified as Gorman Actuarial, 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

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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
2/3/17
Date

Gorman Actuarial, Inc.
Name of the Contractor
Bela Gorman
Signature of Authorized Representative
Bela Gorman
Name of Authorized Representative
President
Title of Authorized Representative
1/31/17
Date