



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

YR 31

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

January 10, 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 **sole source** contract with OptumInsight, Inc. (Vendor # 206827) of Eden Prairie, MN in the amount of \$188,764, to provide geo-access software licenses and training upon Governor and Council approval through January 31, 2019. 100% Federal Funds.

Funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows, for Fiscal Years 2017:

<u>Health Insurance Premium Review Cycle III</u>	<u>FY2017</u>
02-24-24-240010-88870000-046-500464 Consultants	\$188,764

EXPLANATION

The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate review process by enhancing the quality of data collected, improving the transparency of information for consumers, and enhancing the analysis of the information.

Under the contract, the vendor will provide geo-access software to enable the Department to analyze the provider network filings of health carriers for adequacy including performing analysis of geographic and accessibility standards as well as facilitating reporting and trend analysis that will aid in developing an understanding of the health care delivery marketplace in New Hampshire.

The OptumInsight, Inc. product is the only off-the-shelf geo-access software tool available in the industry and would provide the Department the ability to review the carrier submission files electronically rather than through a manual process.

The Department of Information Technology (DoIT) has reviewed and approved this contract.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize funding for this **sole source** contract to provide software. Your consideration of the request is appreciated.

Respectfully submitted,



Roger A. Seigny



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 13, 2017

Roger A. Sevigny, Commissioner
Insurance Department
State of New Hampshire
21 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Sevigny:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract for the benefit of the Department of Insurance with Optum Insight, Inc. of Eden Prairie, MN as described below and referenced as DoIT No. 2017-031.

This is a request to enter into a sole source contract to improve the health insurance rate review process by enhancing the analysis of the information. This will enable the Department to analyze the provider network filings of health carriers for adequacy including performing analysis of geographic and accessibility standards as well as facilitating reporting and trend analysis that will aid in developing an understanding of the health care delivery marketplace in New Hampshire. The funding amount is not to exceed \$188,764, and the contract shall become effective upon Governor and Council approval through January 31, 2019.

A copy of this letter should accompany the Department of Insurance's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/kaf
Contract #2017-031

cc: Candice Weingartner, IT Manager, DoIT



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny
Commissioner

January 12, 2017

Alexander K. Feldvebel
Deputy Commissioner

Denis Goulet
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, New Hampshire 03301

REQUESTED ACTION

The New Hampshire Insurance Department is requesting approval to enter into a sole source contract with OptumInsight, Inc. (Vendor # 206827) of Eden Prairie, MN in the amount of \$188,764. This will provide geo-access software licenses and training upon Governor and Council approval through January 31, 2019. This purchase is being paid through the account titled Health Insurance Premium Review Cycle III Grant as follows, for Fiscal Years 2017:

Health Insurance Premium Review Cycle III FY2017

02-24-24-240010-88870000-046-500464 Consultants \$188,764

The New Hampshire Insurance Department has received this federal grant to improve the health insurance premium rate review process and transparency in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate review process by enhancing the quality of data collected, improving the transparency of information for consumers, and enhancing the analysis of the information.

Under the contract, the vendor will provide geo-access software to enable the Department to analyze the provider network filings of health carriers for adequacy including performing analysis of geographic and accessibility standards as well as facilitating reporting and trend analysis that will aid in developing an understanding of the health care delivery marketplace in New Hampshire.

The OptumInsight, Inc. product is the only off-the-shelf geo-access software tool available in the industry and would provide the Department the ability to review the carrier submission files electronically rather than through a manual process.

Prior Related Actions

There are no prior related actions.

Alternatives and Benefits

There is no alternative to this product. The benefit is to improve the health insurance rate review process by enhancing the quality of data collected, improving the transparency of information for consumers, and enhancing the analysis of the information.

Open Standards

The OptumInsight, Inc. product is the only off-the-shelf geo-access software tool available in the industry. There is no open source option.

Impact on Other State Agencies and Municipalities

There is no impact on other State agencies.

Supporting Documentation

See attached P-37 and supporting documentation.

CONTACT PERSON(s):

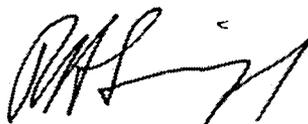
Alain Couture
Health Reform Coordinator
21 South Fruit St, Suite 14
Concord, NH 03301
Telephone: (603) 271-2868
Fax: (603) 271-1406
Email: alain.couture@ins.nh.gov

Candice Weingartner
Information Technology Manager
21 South Fruit St, Suite 14
Concord, NH 03301
Telephone: (603) 271-7164
Email:
candice.weingartner@doit.nh.gov

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Roger A. Sevigny

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.

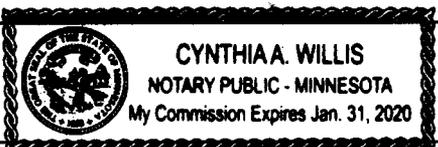
AGREEMENT

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

NH INSURANCE DEPT
JAN 09 2017

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, NH03031	
1.3 Contractor Name OptumInsight, Inc.		1.4 Contractor Address 11000 Optum Circle, Eden Prairie, MN 55344	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date January 31, 2019	1.8 Price Limitation \$188,764
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number (603) 271-2736	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lyndsey Primus, Director, Pricing	
1.13 Acknowledgement: State of <i>Minnesota</i> , County of <i>Hennepin</i> On <i>January 6 2017</i> , 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 <i>Cynthia A Willis</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <i>1/10/17</i> <i>Alexander K. Feldvebel, Deputy Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>1/17/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials LP
Date 1/6/17

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.

STATE OF NEW HAMPSHIRE
NH Insurance Department
Geo-Access Software
CONTRACT NUMBER 2017-031
EXHIBIT A
Scope of Services

Summary of services to be provided:

1. License to Software.

1.1 Description of Software Licensed. Contractor grants the State a nonexclusive, nontransferable license to use the GeoAccess Software (the "Software") and the system data embedded in the Software as specified in the table below. The State may obtain additional copies of the Software anytime during the initial term or any successive renewal term by paying Contractor the then-current additional copy annual license fee.

Software/Serial Number	# Uses	System Data
GeoNetworks/TBD	5	National
GeoCoder/TBD	5	National

1.2 Licensed Use. The State may use the Software only for the following purposes:

- GeoNetworks Software for producing reports analyzing the accessibility of the State's health care networks; and
- GeoCoder Software for geocoding employee and provider data files.

1.3 Limitations. the State shall have no right to allow any person or entity who is not a party to this Agreement or an affiliate of the State to access the Software directly or indirectly in any way. the State shall not (i) copy, reproduce, modify or excerpt any of the Software for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software to any person or entity that is not a party to this Agreement or an affiliate of the State, or use the Software to provide service bureau or similar services to third parties; or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software.

1.4 Informational Tool. The Software is provided to the State for informational purposes only. The State acknowledges that the Software is a tool that the State may use in various ways in its internal business. The State's business decisions are solely within the State's discretion, regardless of whether the State uses the Software. The State shall not use the Software in any way other than as expressed in this Agreement.

1.5 Software Back-ups. the State may make copies of the Software only for backup, archival, disaster recovery and disaster recovery testing purposes. On each such copy of the

Software, the State shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software made or received by the State can be used only as permitted under this Agreement. At any time within ten (10) days after Contractor's written request, the State shall inform Contractor of the number and location of all copies of the Software the State has made or received

1.6 Product Warranty. Contractor represents and warrants to the State that Contractor has the right to license the Software to the State on the terms of this Agreement. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software will remain in Contractor or its licensors, as applicable. The State does not obtain any rights in the Software except the limited right to use the Software as provided in this Agreement. Contractor warrants that the Software will perform substantially in accordance with the applicable documentation for the licensed release. If the Software fails to perform in accordance with the documentation, the State shall notify Contractor in writing and Contractor shall repair or replace the Software. These warranties are void if the State modifies the Software, the State uses the Software in any manner that is not allowed under this Agreement, or the State allows unauthorized persons to use the Software. Except as expressly provided in this Agreement, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE OR CONTRACTOR'S SERVICES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Installation and Support.

2.1 Installation. The State shall be solely responsible for installation and implementation of the Software. The State will provide and maintain all computer hardware, software, communications equipment and associated peripherals and support necessary to use the Software. The State may install and use the number of copies of the Software for which the State has paid the license fees, below. The State may transfer the Software to other hardware as necessary, provided that the number of copies and uses of the Software does not exceed the number for which the State has paid license fees.

2.2 Training and Training Fees. Contractor shall offer the State regularly scheduled training sessions appropriate for the Software. Training is provided at either the Contractor training center or Contractor's virtual classroom. Contractor shall provide the following training to the State at the fees set forth below.

- GeoNetworks WebEx-based training for four (4) users; and
- GeoCoder WebEx-based training for four (4) users.

Additional training, if requested by the State, will be provided by Contractor at Contractor's then-current rates.

2.3. Help Desk. Contractor shall provide the State with user and technical telephone support specifically related to the operation of the Software during the hours of 8:00 AM to 6:30 PM Central Time, Monday through Friday, holidays excluded. Telephone support consists

primarily of answers to questions regarding installation, setup, design and updates. This service may not be used for training purposes.

2.4. Product Support. Contractor shall provide the State with the following product support services that Contractor generally provides to other customers for this Software. Contractor shall provide these support services to the State for the Software for as long as Contractor provides such services to all other customers with current license agreements for the Software.

- Maintenance of the current version of the Software;
- Updated geographic system data as it becomes available and is released to external customers; and
- All new releases of the Software as Contractor generally provides new releases to its other licensees of the Software, assuming the State has met its payment obligations to Contractor.

**STATE OF NEW HAMPSHIRE
NH Insurance Department
Geo-Access Software
CONTRACT NUMBER 2017-031
EXHIBIT B**

Contract Price, Price Limitations and Payment

Contractor shall invoice the State for the Year One annual license fees and training fees upon execution of this Agreement. Contractor shall invoice customer for the Year Two fees due as of the anniversary of the Effective Date. Total compensation under this contract with Contractor shall not exceed \$188,764. Payment shall be made within thirty (30) days of the contract being executed as payment in full for a two year software license and associated training.

Geo Access Products--National Licenses		
Two Year License		
2/1/17 -1/31/19		
	# Users	Totals
Licenses		
Geo Coder	5	\$ 55,168
Geo Networks	5	\$ 122,596
Sub Total		\$ 177,764
Training		
Geo Coder	4	\$ 9,000
Geo Networks	4	\$ 2,000
Sub Total		\$ 11,000
Total		\$ 188,764

STATE OF NEW HAMPSHIRE
NH Insurance Department
Geo-Access Software
CONTRACT NUMBER 2017-031
EXHIBIT C

Additional Provisions

The following additional provisions shall be incorporated into the Agreement by reference:

1. Limitation of Remedies. Except for damages arising from the State's intentional infringement of the intellectual property rights of Contractor, each party's liability to the other party for direct damages arising out of this Agreement shall not exceed the amount the State has paid or owes Contractor under this Agreement for the 12-month period immediately prior to the incident giving rise to the cause of action. However, this limitation of liability does not apply to the State's failure to pay amounts due under this Agreement. Neither party shall be responsible under this Agreement for any indirect, incidental, special or consequential damages resulting from either party's performance or failure to perform under this Agreement. Notwithstanding anything to the contrary, this limitation on liability shall not apply to Contractor's obligations under the Indemnity provisions of this Agreement.

2. Confidentiality.

2.1 Confidential Information. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Contractor's Confidential Information shall include, without limitation,; business information; detailed information regarding Contractor products, services, and documentation; reports generated by or for Contractor; Contractor's methods of database creation; Contractor's translation, standardization, enhancement, and health data analysis techniques, health data reporting, profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, tools, programs, software architecture and technology. Without limiting the foregoing, the State's Confidential Information shall include information regarding the State's business and information regarding the State's patients, members, and claims data.

2.2 Protection of Confidentiality. Each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) to the extent permitted by law, it will treat such information as confidential and proprietary; (c) to the extent permitted by law, it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; (d) it will take all reasonable precautions to protect the Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees

to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

2.3 Release Pursuant to Court Order. If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure.

2.4 Exclusions. Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

3. Force Majeure. The obligations of the parties under this Agreement shall be suspended to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, or any other cause whatsoever beyond a party's control. In addition, Contractor's failure to perform under this Agreement shall be excused, and shall not be cause for termination, if such failure to perform is due to the State undertaking actions or activities or failing to undertake actions or activities so that Contractor is or would be prohibited from the due observance or performance of any material covenant, condition or agreement contained in this Agreement.

4. U.S. Government Rights. The Software and Data Products include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by Contractor and/or its licensors. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

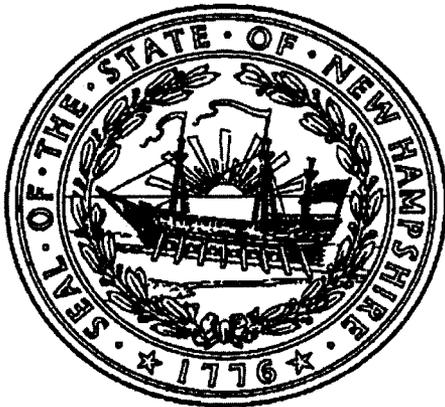
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OPTUMINSIGHT, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on January 07, 1997. 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: 264137



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of December A.D. 2016.

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

William M. Gardner
Secretary of State

EXHIBIT A

Adoption of UnitedHealth Group Delegation of Binding Authority Policy

WHEREAS, UnitedHealth Group Incorporated, a Minnesota corporation and the ultimate parent of the Corporation ("United"), has established the UnitedHealth Group Delegation of Binding Authority Policy and associated guidelines, schedules and supplemental materials (collectively, the "Policy") to ensure that actions taken by United's direct and indirect subsidiaries are approved by individuals with an adequate level of seniority and with the involvement of appropriate subject matter experts.

WHEREAS, a copy of the Policy has been provided to the Board of Directors of the Corporation and the Policy, as it may be amended and supplemented from time to time, will be available to the Company and its officers, directors, and employees through United's intranet or upon request to United.

WHEREAS, the Corporation desires to adopt the Policy and authorize certain persons to act on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Policy, as it currently exists and as it may be amended and supplemented from time to time, is hereby adopted by the Corporation.

RESOLVED FURTHER, that, once all necessary approvals have been obtained pursuant to the Policy, the following categories of persons are hereby authorized to act on behalf of the Corporation, including, without limitation, executing contracts in the name of the Corporation:

- (1) Any officer of the Corporation.
- (2) Any person who, alone or as part of a group of persons, is authorized to approve a particular type of transaction under the Policy (including any "Transaction Authorizer" or "Transaction Approver" as those terms are used in the Policy) is authorized to act on behalf of the Corporation with respect to such type of transaction.
- (3) Any person who, in accordance with the Policy, has been properly sub-delegated authority to approve a particular type of transaction under the Policy, is authorized to act on behalf of the Corporation with respect to such type of transaction.

RESOLVED FURTHER, that the Secretary, any Assistant Secretary or any other officer of the Corporation is authorized to certify to the adoption of these resolutions and the authority of persons authorized hereby to act on behalf of the Corporation.

RESOLVED FURTHER, that each of the Corporation's officers is authorized to take any and all actions which they or any of them deem necessary or appropriate in order to effectuate the intent and purposes of the foregoing resolutions, including the execution and delivery of such other documents, instruments or certificates as they or any of them deem necessary or appropriate.

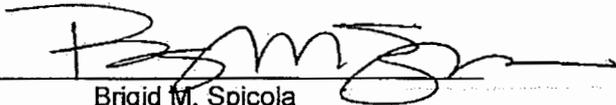
OPTUMINSIGHT, INC.
ASSISTANT SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify as follows:

1. That I am a duly elected and acting Assistant Secretary of OptumInsight, Inc., a Delaware corporation (hereinafter the "Corporation").
2. That on September 12, 2007, the Board of the Corporation adopted the resolutions attached as Exhibit A establishing the Corporation's Delegation of Authority Policy (the "Policy").
3. That the resolutions attached hereto as Exhibit A have not been amended, repealed or rescinded and are now in full force and effect.
4. That the Board of the Corporation has, and at the time of the adoption of the resolutions had, full power and lawful authority to adopt the said resolutions and to confer the powers thereby granted to the individuals therein named, who have full power and lawful authority to exercise the same.
5. That Lyndsey Primus is the Corporation's Manager for Pricing.
6. That pursuant to the Policy, Ms. Primus has been delegated the authority to execute agreements that bind the Corporation where such agreements are considered "fixed price" and have an aggregate contract value of less than Two Million Five Hundred Thousand Dollars (\$2,500,000).
7. That the Optum GeoAccess License currently being negotiated between the Corporation and the State of New Hampshire (the "Agreement") is an agreement that is considered "fixed price" and has an aggregate contract value of less than \$2,500,000.
8. That the Agreement falls within the limits of the Policy with respect to Ms. Primus' delegated authority and accordingly, Ms. Primus has the requisite authority to execute the Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of December, 2016.

THIS CORPORATION
HAS NO SEAL



Brigid M. Spicola
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2016

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

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

PRODUCER MARSH USA INC. 333 SOUTH 7TH STREET, SUITE 1400 MINNEAPOLIS, MN 55402-2427 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307 401115-GAWX5-16-17	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B : XL Speciality Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : XL Speciality Insurance Company	37885	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :
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INSURED UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343															

COVERAGES **CERTIFICATE NUMBER:** CHI-006039106-14 **REVISION NUMBER:** 13

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			MWZY307227	05/01/2016	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB307230	05/01/2016	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00075258L16A	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
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	HC2JUB472M475516 (AOS) HRJUB472M476716 (MA & WI) HWXJUB472M477916 (XWC OH)	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE GENERAL LIABILITY POLICY INCLUDES A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

New Hampshire Insurance Department
 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
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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