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**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

May 26, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Pero Consulting Group, LLC (Vendor # 273282) of Campton, NH in the amount of \$33,488, for consulting services effective upon Governor and Council approval through September 30, 2016. 100% Federal Funds.

Funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows, for Fiscal Years 2016 and 2017:

Health Insurance Premium Review Cycle III

		FY2016	FY2017
02-24-24-240010-88870000-046-500464	Consultants	\$5,000	\$28,488

EXPLANATION

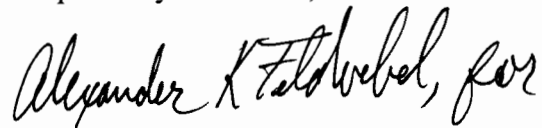
The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate review process by enhancing the quality of data collected on health insurance claims, improving the transparency of information for consumers, and enhancing the HealthCost website as a centralized location for health care price information, in order to best serve the people of New Hampshire.

The consultant's primary responsibility will be to assist the Department in evaluating available data and trends, seek input from employers and work with insurance brokers to identify potential information needs of employers that could be met through a portal on the NH HealthCost website, www.nhhealthcost.org.

The Request for Proposal was posted on the Department's website April 20, 2016 and sent to past bidders for Department contract work and companies doing work in this field. Four bids were received. The bids were evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the Pero Consulting Group, LLC proposal as responsive and cost effective to the Request for Proposals (RFP).

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

Respectfully submitted,

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

Roger A. Sevigny

RRG-313 Employer Portal PROPOSALS EVALUATIONS

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

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

On May 23, 2016 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR SPECIFIC SKILLS NEEDED (30% or points)	CONTRACTOR GENERAL QUALIFICATIONS & EXPERIENCE (20% or points)	PLAN OF WORK (25% or points)	Bid Price- BUDGET AMOUNT	COST (25% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RRP 2016-RRG-313								
Pero Consulting Group LLC	25.50%	15.50%	20.50%	\$33,488	25.00%	86.50%	61.50%	
Freedman Healthcare	27.00%	16.50%	24.00%	\$79,695	10.51%	78.01%	67.50%	
PCG	21.50%	13.00%	19.00%	\$80,000	10.47%	63.97%	53.50%	
Milliman	16.50%	13.00%	15.00%	\$80,000	10.47%	54.97%	44.50%	


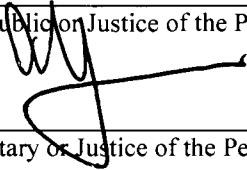
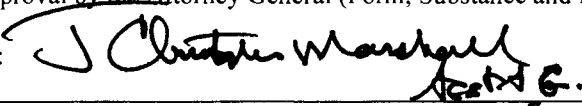
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Pero Consulting Group, LLC		1.4 Contractor Address 371 Beech Hill Road, Campton, NH 03223	
1.5 Contractor Phone Number 603-536-4265	1.6 Account Number 02-24-24-240010-88870000-046-500464	1.7 Completion Date September 30, 2016	1.8 Price Limitation \$33,488
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 Patrick B. Miller, Founder & Principal	
1.13 Acknowledgement: State of NEW HAMPSHIRE County of GRAFTON On <u>MAY 26 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] MARK YOUNGER, NOTARY PUBLIC			
1.13.2 Name and Title of Notary or Justice of the Peace COMMISSION EXPIRES JULY 24, 2018			
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:  On: <u>5/31/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

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

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

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

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Pero Consulting Group, LLC

2016 RRG313 Employer Portal Recommendation Report

Exhibit A

Scope of Services

Summary of Services to be provided:

1. The Contractor shall evaluate available data and trends, seek input from employers, and work with insurance brokers to identify potential information needs that could be met through a portal on the NHID's website, www.NHHealthCost.org.
2. The Contractor shall assist the NHID with developing a strategy and educating large self-funded employers about the value of contributing data to the New Hampshire Comprehensive Information System (NHCHIS) and supporting health care cost transparency efforts.
3. The Contractor shall develop recommendations for use of the data available in both the NHCHIS and the Final Report of the 2014 Medical Cost Drivers based on Annual Hearing and Supplemental Report Data
4. The Contractor shall research and report on the data, links, or other information sources that are most appropriate and useful to employers.
5. The Contractor shall engage insurance brokers, public purchasers, and the NH business community to identify potential website information that would be of use to these groups and conduct at least twelve (12) interviews with stakeholders.
6. The contractor will provide NHID with a written report by September 30, 2016 with findings and recommendations.
7. The Consultant shall performed all other tasks as described in the 2016 RRG313-Employer Portal Recommendations Report (attached) and the Bid response (attached) which are incorporated by this reference.



May 18, 2016

Mr. Alain Couture
New Hampshire Insurance Department
21 South Fruit Street, Suite 14,
Concord, NH 03301
VIA EMAIL: alain.couture@ins.nh.gov
RE: Employer Portal RFP- recommendations report, 2016 RRG 313

Dear Mr. Couture,

Please find enclosed a response to the 2016 RRG313 Employer Portal Recommendations Report Request for Proposal. This response is being submitted by Pero Consulting Group, LLC in partnership with Illume Advisors, LLC. The principals are Patrick Miller and Heather Lavoie, respectively. Per RFP section (C.), there are no actual or potential conflicts of interest to disclose at this time.

As you will see from the proposal, our team has extensive experience with employer and producer stakeholders in the New Hampshire market, as well as a proven track record of delivering projects successfully for the New Hampshire Department of Insurance (NHID). As a result of the depth and breadth of knowledge and experience in health care benefits, data design, analysis and dissemination, and communication of complex policy and reimbursement concepts, our team is best positioned to efficiently meet the requirements of the RFP.

The proposal enclosed outlines a process that meets the RFP objectives, within the projected timeframe, and well under the RFP budget ceiling. We believe the efforts suggested herein will result in the desired end result, and will reflect the needs of the identified customer, the employer.

We thank you for your consideration of hiring Pero Consulting Group, LLC for this work, and we look forward to the opportunity to discuss it with you and your team.

Best regards,

A handwritten signature in black ink, appearing to read "Patrick Miller", is written over a white background.

Patrick Miller
Founder and Principal
Pero Consulting Group, LLC



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1.0 Introduction and Background

As stated in RRG313, there are four primary goals for this project:

1. “The New Hampshire Insurance Department (NHID), in an effort to empower employers as purchasers of health insurance and health care services, is requesting proposals for a contractor to assist the NHID by collecting information and making recommendations for the NHID to create an employer section on the www.nhhealthcost.org website.”;
2. “The NHID seeks to create a web portal that allows employers to make informed decisions about health insurance and health care costs. The target audience is large self-funded employers as well as small and large employers purchasing fully insured products.”;
3. “The NHID intends to further develop the HealthCost website as a neutral information source so that employers, patients, and other consumers can make use of the extensive data available through the NHID.”; and
4. “The Contractor is expected to evaluate available data and trends, seek input from employers, and work with insurance brokers to identify potential information needs that could be met through a portal on NHHealthCost. In doing the outreach to various groups, the vendor should have a well-developed strategy for informing employers about the value associated with the data collected by the NHID, including the data in the New Hampshire Comprehensive Health Information System (NHCHIS <https://nhchis.com/>). Due to complexities stemming from the Gobeille v. Liberty Mutual Insurance Company Supreme Court decision, the employer outreach component of this project will include assisting the NHID with educating large self-funded employers about the value of contributing data to the NHCHIS and supporting health care cost transparency efforts.”

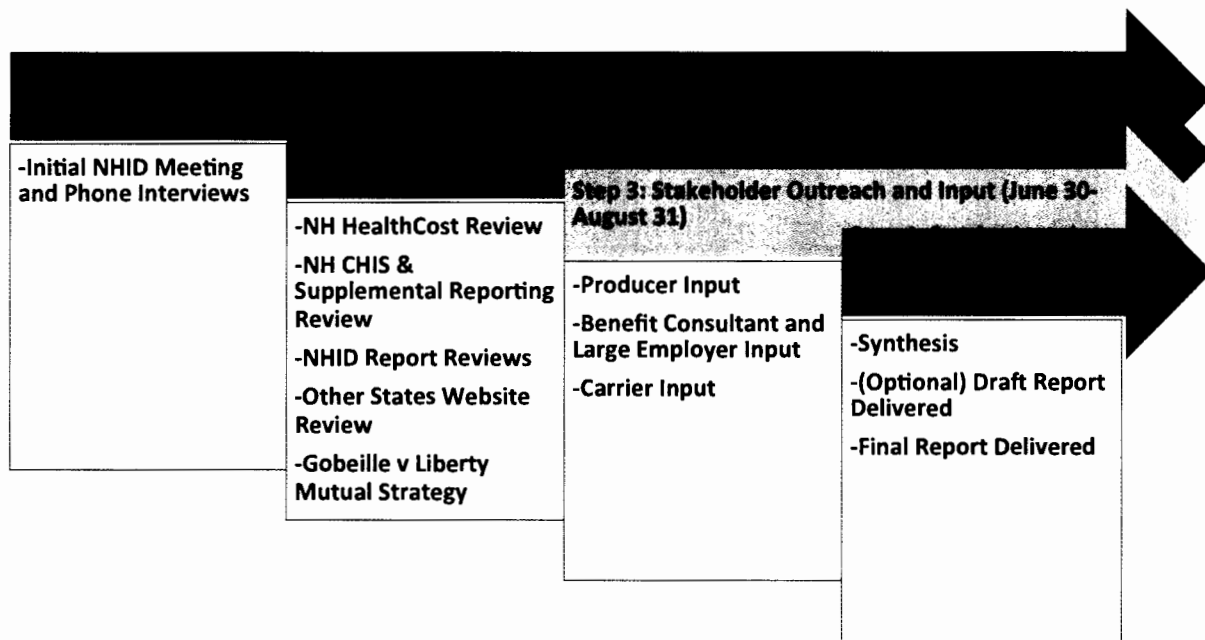


Pero Consulting Group, LLC has assembled a team (Section 3.0) with extensive experience in securing and synthesizing the voice of the customer, and distilling complex healthcare information in a manner that is understandable and usable, to effectuate change. Further, our domain expertise in health care benefits and our work with New Hampshire-based producers, employers, and the NHID enabled us to design and present the enclosed plan of work to meet the above four goals as effectively and efficiently as possible.

2.0 Plan of Work: Timeframe and Deliverables

In order to meet the RFP requirements, we recommend a four-step process as summarized in **Figure 1** and described in detail below:

Figure 1: Four-Step Process and Work Plan Summary



STEP 1: Initial Engagement

The project will commence with a series of in-person and telephonic interviews with key NHID staff to understand the drivers that led to the development of this RFP, how this



RFP's work products are viewed as contributing to NHID's ongoing business strategy, and to gain NHID input into the proposed research outlined in Step 2.

- ✓ Timeline: June 1-10
- ✓ Participants: P. Miller, H. Lavoie, NHID Staff
- ✓ Deliverable: Meetings held.

Step 2: Research

In order to meet the goals of NHID, it is recommended that research be a key part of this project. There are a number of audiences in which valuable input is expected, and there are a number of existing work products that are expected to inform this project's recommendations.

- **NH HealthCost Review.** We propose beginning with a review of the existing NH HealthCost (<http://nhhealthcost.nh.gov>) website to secure a comprehensive understanding of the data available to the existing consumer audience, and determine if comparable information would be transferrable to the employer audience. We would also review the site's utilization statistics to determine if there is an existing employer audience using the site.
 - ✓ Timeline: June 1-30
 - ✓ Participants: P. Miller (lead), H. Lavoie, S. Eck
 - ✓ Deliverable: None for NHID. Internal to consulting team.
- **NH CHIS and Supplemental Reporting Review.** We will review the existing data file layouts for the New Hampshire Comprehensive Health Information System (NHCHIS) to determine what content might be made available for the employer audience. As part of this review, we will also examine what supplemental reporting data from carriers NHID currently receives. Prior reports developed by NHID included supplemental reporting data to help calculate a benefit richness ratio.
 - ✓ Timeline: June 1-30
 - ✓ Participants: P. Miller (lead), S. Eck, NHID
 - ✓ Deliverable: Summary discussion to be held with NHID to inform the research plan.
- **NHID Report Reviews.** There are multiple NHID reports that we believe would be worthwhile reviewing in order to inform recommendations for this project. The reports for review initially include:



- Final Report of the 2014 Medical Cost Drivers Based on Annual Hearing and Supplemental Report Data
- Strategic Plan for Data Collection: Final Report
- Opportunities for Consumer Engagement Beyond New Hampshire's Rate Review Process.

- ✓ Timeline: June 1-30
- ✓ Participants: P. Miller (lead), H. Lavoie, S. Eck, NHID
- ✓ Deliverable: Summary discussion to be held with NHID to inform the research plan.

- **Other States Website Review.** Review what other states are providing for employers on their insurance exchange, rate review, and all-payer claims database websites in order to inform recommendations for this project.
 - ✓ Timeline: June 1-30
 - ✓ Participants: P. Miller (lead), S. Eck
 - ✓ Deliverable: None for NHID. Internal to consulting team.

- **Gobeille v Liberty Mutual Strategy.** In order to prepare for the Stakeholder Outreach and Input tasks described in Step 3 below, we will develop an understanding of the implications of the Gobeille v Liberty Mutual SCOTUS ruling on the NHCHIS, confer with those national organizations (APCD Council, National Association of Health Data Organizations, National Academy for State Health Policy) who are working on proposed solutions to the U.S. Department of Labor, and create recommendations for an education strategy for self-funded employers about the value of contributing data to the NHCHIS and supporting health care cost transparency efforts.
 - ✓ Timeline: June 1-July 31. Task spans two months due to anticipate guidance due mid-summer from the U.S. Department of Labor and ongoing work with the APCD Council, National Association of Health Data Organizations, and National Academy for State Health Policy.
 - ✓ Participants: P. Miller (lead), NHID staff
 - ✓ Deliverable: Summary discussion to be held with NHID to inform Step 3.



Step 3: Stakeholder Outreach and Input

There are multiple stakeholders whose input will be solicited for this project. They are described below along with an overview of the recommended process for working with each stakeholder.

- **Producer Input.** Producers serve as proxies for many of the businesses in the small and mid-sized insurance markets. Many employers do not have human resources and benefits expertise on staff, and they rely on the producers for information, recommendations, and as conduits to the insurance carriers. We would expect to gain qualitative and quantitative producer input through telephonic interviews and a web-based survey. The telephonic interviews would inform the design and content of the web-based survey, as well as inform appropriate participants. Pero Consulting Group, LLC employed a similar process for 2015's RRG308 project, and worked collaboratively with the NHID to reach out to the producers which yielded a high response rate.
 - ✓ Timeline: June 30-August 31
 - ✓ Participants: P. Miller (lead), H. Lavoie, S. Eck.
 - ✓ Deliverable: None for NHID. Internal to consulting team.

- **Benefit Consultant and Large Employer Input.** While many small and mid-sized employers work with producers, we know that larger employers often have their own resources as well as use benefits consultants to inform their decision making. We would propose conducting individual telephonic and in-person interviews as well as hosting on-line webinar forums with large employer representatives to gain their input into the project's goals.
 - Timeline: June 30-August 31
 - Participants: H. Lavoie (lead), P. Miller
 - Deliverable: None for NHID. Internal to consulting team.

- **Carrier Input.** We would propose conducting in-person interviews with representatives from Anthem, Community Health Options, Harvard Pilgrim, and Minuteman Health to gain their input into the project's goals. We do not believe Cigna nor Tufts Health Plan need to be interviewed at this time due to their current market focus.
 - Timeline: June 30-August 31
 - Participants: H. Lavoie (lead), P. Miller
 - Deliverable: None for NHID. Internal to consulting team.



Step 4: Synthesis and Report Development

The information from the prior three steps will be synthesized and used as the basis for the final report document. A written report with findings and recommendations will be provided to NHID by September 30, 2016. An accompanying slide deck of report highlights will also be provided.

- ✓ Timeline: September 2016
- ✓ Participants: P. Miller, H. Lavoie, S. Eck
- ✓ Deliverable: Written report and accompanying slide deck due week of September 26; optional draft will be provided to NHID by September 15, upon NHID request.

3.0 Project Team

3.1 Skillset Summary

The project team will be led by Patrick Miller, Pero Consulting Group, LLC and Heather Lavoie, Illume Advisors, LLC. Combined, they have more than fifty years of healthcare experience across employer health insurance, employer purchasing, health information systems, and research and analysis. In addition to having successfully worked on initiatives over the past ten years on behalf of NHID, Patrick and Heather have worked directly with employer groups on benefits strategy, including University System of New Hampshire and the New Hampshire Purchasers Group on Health, as well as with NHID on the Health First program. Both Patrick and Heather have worked in reimbursement design from the earliest days of capitation, through Medical Homes, Accountable Care Organizations, Meaningful Use (now MACRA), population health management, and have crafted policy papers, white papers, webinars, websites and marketing collateral to educate stakeholders of all backgrounds.

Heather has most recently served as Chief Strategy Officer for Geneia where she worked directly with national carriers and employers on benefit design, analytics, and education. In addition to his consulting work, Patrick founded the APCD Council, a national learning network for states, and continues to provide consulting services to states via the Council. Last year, he served as lead author on the report for NHID entitled "Opportunities for Consumer Engagement Beyond New Hampshire's Rate Review Process" which had several similar components and required skillsets to this current project proposal.

Sarah Eck, an independent researcher supporting Pero Consulting Group, LLC, will provide research, survey design and analysis, and report development for this project.



She has recently conducted similar projects on behalf of Pero Consulting Group, LLC for the NH Institute for Health Policy and Practice and numerous non-profit clients.

Sharon Lacroix, via Pero Consulting Group, LLC will provide administrative support to the project. Sharon has a finance background for managed care and physician practice organizations.

Bio statements may be found in Section 3.2, and references in Section 3.3.

3.2 Bio Statements

Patrick Miller, MPH, Founder and Principal, Pero Consulting Group, LLC. Patrick's 25-year career has been primarily in healthcare and human services. His skillset lies at the intersection of public policy, operations, technology, and strategy. Patrick has started two companies as well as worked directly for organizations ranging from small non-profits to multi-billion dollar entities. He has held senior management positions with Cigna, Choicelinx, The Jordan Institute, the NH Citizens Health Initiative, and PC Connection. During his career he has worked across many sectors - private, nonprofit, education, and government.

In the past decade, Patrick has worked extensively with New Hampshire's public purchasers, the community mental health system, the New Hampshire Department of Health and Human Services, and the NH Insurance Department. His current project engagements are diverse and focus on leading strategic planning and board governance efforts for non-profit organizations, serving as technical faculty to the NH Citizen Health Initiative's behavioral health integration learning collaborative, as a subject matter expert to the All-Payer Claims Database Council's efforts in New York and Pennsylvania, and developing analytic strategies for the NH Behavioral Health Association.

He currently serves on the boards of Spere Memorial Hospital and the NH Fiscal Policy Institute, and is a past board member, advisory board member, or trustee for the following organizations: NH Public Health Association, Carbon Coalition, Chocorua Lake Association, Chocorua Lake Conservation Association, National Association of Health Data Organizations, New England Carbon Challenge, New Hampshire Governor's Advisory Board State Innovation Model, The Climate Project, United Way of Merrimack County, and the US Health and Human Services Multi-Payer Database Board.

Patrick holds a Bachelor of Science degree in Health Management and Policy and a Master Degree in Public Health, both from the University of New Hampshire, and resides in Campton, NH with his family.



Heather Lavoie, MBA works with individuals, business and organizations undergoing change and facing uncertainty. Her work spans individual advising, coaching, strategic planning, facilitation, new product and market development and execution. She is currently the CEO of Illume Advisors, LLC, and has served as founder, President and Chief Strategy Officer for Geneia, a \$80M health care technology, analytics and clinical services organization. In her role with Geneia, she had overall accountability for strategy development and execution, supporting the launch and administration of products and services that sit at the intersection of personalized and population health and help healthcare organizations transform the way they deliver care. In addition to leading Strategy, Heather had accountability for the Sales, Marketing, Legal, Human Resources and Client Relations functions.

During her nearly 30-year tenure in healthcare, Heather has led start-ups, consulting firms, health plans and provider organizations, as well as initiatives to identify and replicate best practices in healthcare use and delivery. She has directed projects for private and public organizations on transparency, diversification, product delivery, health cost escalation, operations consolidation, data warehousing, data analytics, and financial reporting. Heather co-founded and served as Vice President of Product Development, Delivery and Engineering for Choicelinx Corporation, a CIGNA Health Care subsidiary. She was responsible for driving product and technology strategy and spearheading the development of employee benefit and wellness designs and supportive actuarial models for national and local payers and Fortune 500 employers such as IBM and Morgan Stanley. During her tenure, she co-authored an actuarial model with Milliman USA used for evaluating custom-design benefit plans.

Heather is a graduate of Notre Dame College and received a Master of Business Administration from Southern New Hampshire University. She is a sought-after national speaker on healthcare issues.

Sarah Mason Eck, PhD, Consulting Researcher. Sarah works as an independent research and data analyst for companies focused on healthcare improvement. She designs and aids in the implementation of services that improve personalized healthcare delivery on a scalable level. Sarah analyzes healthcare program patient outcomes, cost and utilization, as well as policy issues. Sarah serves as a consulting researcher and provides survey research design, data analysis, and report services to Pero Consulting Group LLC's clients.

Sarah received a Bachelor's degree in Biology, cum laude, from Colby College in Waterville, Maine. She completed her PhD degree in Biochemistry in 2009 at Dartmouth



College in Hanover, New Hampshire. Her doctoral work focused on breast cancer cells and their exploitation of normal stromal cells in the tumor microenvironment. Prior to her graduate studies, Eck conducted research and analysis on the human immunodeficiency virus (HIV) and rheumatoid arthritis. She has published numerous peer-reviewed papers on each of these topics. Sarah is a co-founder of Science Cafe NH and continues to support the organization.

Sharon Lacroix, Administrative Support. Sharon performs administrative support functions for Pero Consulting Group, LLC. She has a healthcare finance background and has worked in the managed care and practice management sectors in New Hampshire.

3.3 References

Both Patrick and Heather have worked with the NH Institute for Health Policy and Practice as well as Helms & Company (references 1 and 2). An additional reference for Patrick is Andrew Chalsma at the New Hampshire Department of Health and Human Services for recent work on the 1115 DSRIP Waiver and prior survey projects.

1. Jo Porter, Director, NH Institute for Health Policy and Practice, jo.porter@unh.edu, 603-862-2964, Room 202, Hewitt Hall, Durham, NH 03824
2. Roland Lamy, Principal, Helms & Company, Inc., rlamy@helmsco.com, 603-225-6633, One Pillsbury Street, Suite 200, Concord, NH 03301
3. Andrew Chalsma, Director of Data Analytics and Reporting Office of Quality Assurance and Improvement New Hampshire Department of Health and Human Services, AChalsma@dhhs.state.nh.us, 603.271.9425, 129 Pleasant Street, Concord, NH 03301

4.0 Budget

This proposal for services has an inclusive, not-to-exceed budget of \$33,488. The budget detail – budget item/person, quantity, rate, subtotal, and primary responsibilities – are included in the table below. The majority of this project’s budget will be expended on staff time. Travel costs are for mileage at the standard IRS rate to meet with NHID, employers, and producers. The total budget is well below the RFP’s budget ceiling. We believe that we can meet this aggressive budget target due to our understanding and experience with the topics, the marketplace, and prior and existing intersections with efforts at the APCD Council and the University of New Hampshire.



Budget Item / Person	Quantity	Rate	Sub-total	Primary Responsibilities
Patrick Miller, Pero Consulting Group, LLC	78 hours	\$175	\$13,650	Project management; research; synthesis; report development
Heather Lavoie, Illume Advisors, LLC	52 hours	\$200	\$10,400	Research; synthesis; report development
Sarah Mason Eck, Pero Consulting Group, LLC	80 hours	\$100	\$8,000	Research; producer survey analysis; report development
Sharon Lacroix, Pero Consulting Group, LLC	15 hours	\$45	\$675	Administrative support
Travel Mileage	950 miles	\$.54/mile	\$513	Producer, carrier, NHID, and research meetings
Printing and Supplies			\$250	Final report and meeting supplies
TOTAL			\$33,488	

#

STATE OF NEW HAMPSHIRE
2016 – RRG313- Employer Portal Recommendations Report
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (NHID), in an effort to empower employers as purchasers of health insurance and health care services, is requesting proposals for a contractor to assist the NHID by collecting information and making recommendations for the NHID to create an employer section on the www.nhhealthcost.org website. This contract will continue through September 30, 2016.

GENERAL INFORMATION/INSTRUCTIONS

The NHID seeks to create a web portal that allows employers to make informed decisions about health insurance and health care costs. The target audience is large self-funded employers as well as small and large employers purchasing fully insured products.

The NHID intends to further develop the HealthCost website as neutral information source so that employers, patients, and other consumers can make use of the extensive data available through the NHID.

Research and Analysis:

The Contractor is expected to evaluate available data and trends, seek input from employers, and work with insurance brokers to identify potential information needs that could be met through a portal on NHHealthCost. In doing the outreach to various groups, the vendor should have a well-developed strategy for informing employers about the value associated with the data collected by the NHID, including the data in the New Hampshire Comprehensive Health Information System (NHCHIS <https://nhchis.com/>). Due to complexities stemming from the Gobeille v. Liberty Mutual Insurance Company Supreme Court decision, the employer outreach component of this project will include assisting the NHID with educating large self-funded employers about the value of contributing data to the NHCHIS and supporting health care cost transparency efforts.

The specific tasks the Contractor shall be responsible for include:

- Developing recommendations for use of the data available in both the NHCHIS and the Final Report of the 2014 Medical Cost Drivers based on Annual Hearing and Supplemental Report Data
- Researching and reporting on the data, links, or other information sources that are most appropriate and useful to employers.
- Engage insurance brokers, public purchasers, and the NH business community to identify potential website information that would be of use to these groups. Examples may include trends in the insurance industry and cost sharing, cost effective benefit design

features, and strategies for companies to lower their overall medical spending while offering their employees quality health insurance benefits.

- The contractor will provide NHID with a written report by September 30, 2016 with findings and recommendations.

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

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

Electronic proposals will be received until 4 pm local time on May 18, 2016, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "Employer Portal RFP- recommendations report"

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

EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

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

(1) Specific skills needed:

- a) Specific skills needed for research and analysis of employer health insurance needs.
- b) Proven ability to communicate effectively with employer groups and in providing

technical recommendations.

- c) Familiarity with various health insurance data sources.
- d) Ability to work with data extensively and independently.
- e) Possesses an understanding of the barriers and challenges faced by employers when interacting with commercial health insurance and the health care delivery system.
- f) Expertise with health insurance benefit design options and navigating the health care system.

30 percent

- (2) General qualifications and related experience of the contractor to meet the demands of the RFP. Knowledge of commercial health insurance in general, health care services (medical, dental, pharmacy) and provider reimbursement, and health insurance benefits. Excellent communication skills. The proposal must include a summary of experience, including a current resume for each individual expected to perform work under the proposal.

20 percent

- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, and the timeline for the work. Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

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

The proposal must include amounts for any material expenses related to performing the work (e.g. specialized computer hardware or software) and any expected out-of-pocket or travel expenses. No benefits in addition to payment for services other than those specifically identified above or included in the proposal shall be provided by the NHID under the contract.

The total contract price shall not exceed \$80,000, and bidders are welcome to propose less than this amount. The total contract price will be considered in the evaluation scoring formula.

25 percent

- (4) Plan of Work. Timeframe and deliverables. The proposal must include a Work Plan and specify a timeframe in which the Contractor commits to project deliverables as they are developed. The proposal should be specific about the steps that will be taken by the Contractor. The Contractor is welcome to identify periods of time that they

will have reduced resources available, or other considerations that will allow resource planning during the term of the contract. The Work Plan should include a description of the anticipated products, a schedule of tasks, deliverables, major milestones, and task dependencies

25 percent

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

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being April 29, 2016. Questions should be directed to Al Couture via email at Alain.Couture@ins.nh.gov. Please include "Employer Portal RFP."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by May 3, 2016.

The successful bidder or bidders will be required to execute a state of New Hampshire Contract. A form P-37 contains the general conditions as required by state of New Hampshire purchasing policies and the Department of Administrative Services. Although this standard contract can be modified slightly by mutual agreement between the successful bidder and the New Hampshire Insurance Department, all bidders are expected to accept the terms as presented in this RFP. If the bidder requires any changes to the P-37, those changes need to be identified in the proposal.

The selection of the winning proposal is anticipated by May 25, 2016, and the NHID will seek to obtain all state approvals by late June. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by June 1, 2016 in order for deadlines to be met.

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

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.

Pero Consulting Group, LLC

2016 RRG313 Employer Portal Recommendation Report

Exhibit B

Contract Price, Price Limitations and Payment

Pero Consulting Group, LLC (“Pero”) has estimated the total cost for this effort and the not-to-exceed limit of \$33,488. Hours are billed only for time worked, and to the extent hours worked are lower, the costs will be proportionately lower.

Pero will submit invoices to the New Hampshire Insurance Department during the first week of each month. Invoices will contain the total number of hours and corresponding labor charges for each member, travel mileage and supply costs for the preceding calendar month. Invoices will be submitted electronically.

Pero Consulting Group, LLC

2016 RRG313 Employer Portal Recommendation Report

Exhibit C

Pero Consulting Group, LLC 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.

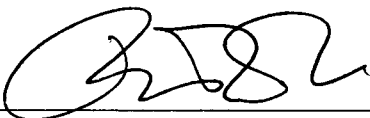
**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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.

Patrick B. Miller
Printed Name of Contractor

5/25/16
Date

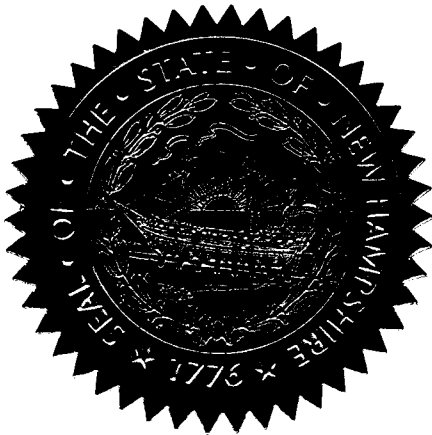

Contractor Signature

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE PERO CONSULTING GROUP, LLC is a New Hampshire limited liability company formed on March 12, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25TH day of May, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Patrick B. Miller, hereby certify that:
(Name of Sole Member/Manager of LLC, Contract Signatory)

1. I am the Sole Member of the Company of Pero Consulting Group, LLC
(Member/Sole Member Signatory) (Name of LLC)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Pero Consulting Group, LLC
(Name of LLC) and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



(Contract Signatory Signature)

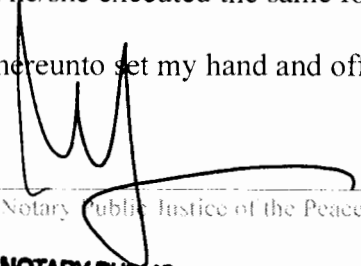
May 26, 2016

(Date)

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On this 26 day of MAY, 2016 before me MARK YOUNGER,
(Name of Notary Public Justice of the Peace)
the undersigned officer, personally appeared PATRICK MILLER,
(Contract Signatory-Print Name)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)



(Notary Public Justice of the Peace-Signature)

MARK YOUNGER, NOTARY PUBLIC
COMMISSION EXPIRES
JULY 24, 2018

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2016

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 Poulos Insurance, Inc., a subsidiary of NFP P&C Services, Inc. PO Box 370 Plymouth NH 03264	CONTACT NAME: Donna Smith PHONE (A/C No. Ext): (603) 536-2100 E-MAIL ADDRESS: donna.smith@nfp.com	FAX (A/C. No): (603) 536-5018
	INSURER(S) AFFORDING COVERAGE	
INSURED Pero Consulting Group LLC 371 Beech Hill Rd Campton NH 03223	INSURER A: Philadelphia Indemnity Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHSD1108480	2/13/2016	2/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHSD1108480	2/13/2016	2/13/2017	Aggregate Limit/Each Claim 2M/1M Deductible \$2,500/Claim

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

CERTIFICATE HOLDER New Hampshire Insurance Department 21 S Fruit St Ste 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 Daniel Whyte/JGAUTH
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CERTIFICATE HOLDER New Hampshire Insurance Department 21 S Fruit St Ste 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 Daniel Whyte/JGAUTH
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STANDARD EXHIBIT I

The Contractor identified as Pero Consulting Group, LLC 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

5/26/16

Date

Pero Consulting Group, LLC

[Signature]

Signature of Authorized Representative

Patrick Miller

Founder and Principal

5-25-2016

Date