



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

34

Roger A. Seigny
Commissioner

January 10, 2017

Alexander K. Feldvebel
Deputy Commissioner

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Public Consulting Group, Inc. (Vendor # 161843) of Boston, MA in the amount of \$330,390, for consulting services effective upon Governor & Council approval through December 31, 2017. 100% Other Funds.

The funding for FY2017 is available while funding for FY2018 will be available subject to legislative approval of the next biennial budget, in account Administration, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY2017</u>	<u>FY2018</u>
02-24-24-240010-25200000-046-500464 Consultants	\$100,000	\$230,390

EXPLANATION

The NHID's Division of Compliance and Consumer Services bears primary operational responsibility for the review of the 2018 Qualified Health Plans (QHPs) and requires technical assistance related to the ongoing plan management operations throughout calendar year 2017. Under this contract, the Public Consulting Group, Inc. will provide consulting services to support NHID's certification process for the 2018 QHPs, a process which began at the end of 2016 and which will continue through the end of 2017, and which involves the application of federal guidance which is modified each year to reflect updated federal requirements.


The major deliverables for Public Consulting Group, Inc. include:

1. Monitor issuance of new federal regulations and guidance documents related to the 2018 QHPs and promptly create summaries for NHID use;
2. Assist with the preparation and review of QHP-related bulletins including the NHID's annual bulletin outlining QHP filing requirements;
3. Evaluate and update existing NHID QHP and non-QHP review workflows, resources, production standards and tools;
4. Provide technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff and Weekly Meetings;
5. Update QHP-related documents and, to the extent necessary, create new documents as needed in response to regulatory changes;
6. Support NHID staff in network adequacy reviews, including identifying provider and service area requirements to meet 2018 QHP standards;
7. Provide training and guidance to NHID staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions;
8. The Consultant shall perform all other tasks as described in the Plan Management Consultants and NH Legislative RFP and the Bid response, excluding any services or deliverables associated with the NH Legislative Assistance portion of the RFP or PCG's bid response with respect to that portion of the RFP.

The Request for Proposal was posted on the NHID's website on September 23, 2016 and sent to past bidders for NHID contract work and companies doing work in this field. Three bids were received. Following receipt of the bids, the NHID made a determination that it would not go forward with the Legislative Assistance portion of the RFP, and notified the bidders that the portion of their bids relating to this task would be excluded from the evaluation process. The bids were then evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP, with the Legislative Assistance portion excluded. After reviewing the bid responses, the Commissioner selected the Public Consulting Group, Inc. as responsive and cost-effective to the RFP as modified.

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,



Roger A. Sevigny

Plan Management Consultants and Legislative Assistance PROPOSALS EVALUATIONS

Evaluation Committee members: Michael Wilkey, Jennifer Patterson, Alain Couture, Diana Lavoie, Sonja Barker

Note: On December 21, 2016 the NH Insurance Department (NHID) sent an e-mail to the three vendors who submitted a proposal for this project notifying them that the NHID was exercising its right to reject that component of each proposal that provides for services for drafting and advising on proposed legislative amendments and would reevaluate the bids after de-coupling from them the legislative service component.

Evaluation process: Every member reviewed and independently evaluated the bids (excluding scope of services or deliverables and \$\$\$ associated with the NH Legislative Assistance portion of the RFP).

On December 28, 2016 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in the RFP.

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

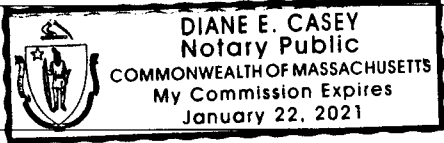
RFP/VENDOR	Contractor's Specific Skills to meet the Specified Tasks (40% or points)	Contractor's General Qualifications an Related Experience (30% or points)	Adjusted (Note ¹) Bid Price- BUDGET AMOUNT	COST (30% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2016-Plan Management Consultants and NH Legislative Assistance							
PCG	33.00%	27.00%	\$330,390	30.00%	90.00%	60.00%	Note ¹ : Total Bid-Legislative Portion=Plan Management \$426,890-\$96,500=\$330,390
Examination Resources, LLC	34.00%	24.00%	\$430,397	23.03%	81.03%	58.00%	Note ¹ : Total Bid-Legislative Portion=Plan Management \$477,930-\$47,533=\$430,397
Regulatory Insurance Advisors	28.00%	21.00%	\$353,374	28.05%	77.05%	49.00%	Note ¹ : Total Bid-Legislative Portion=Plan Management \$467,113-\$113,739=\$353,374

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH03031	
1.3 Contractor Name Public Consulting Group, Inc.		1.4 Contractor Address 148 State Street, Tenth Floor, Boston, Massachusetts 02109	
1.5 Contractor Phone Number (617) 426-2026	1.6 Account Number 25200000-046-500464	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$330,390
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number (603) 271-2736	
1.11 Contractor Signature <i>William S. Mosakowski</i>		1.12 Name and Title of Contractor Signatory William S. Mosakowski President & CEO	
1.13 Acknowledgement: State of <i>Mass.</i> , County of <i>Suffolk</i> On <i>January 5, 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 <i>Diane E. Casey</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Diane E. Casey - Exec. Assistant</i>			
1.14 State Agency Signature <i>Alexander K. Feldvebel</i>		1.15 Name and Title of State Agency Signatory <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: <i>J. Christopher Marshall</i> 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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Public Consulting Group, Inc.
Plan Management Consultants and NH Legislative Assistance

Exhibit A

Scope of services

The consultant is responsible to provide technical assistance to the New Hampshire Insurance Department (NHID) in support of the certification process for the 2018 Qualified Health Plans (QHPs) as described under the federal Patient Protection and Affordable Care Act (ACA), in conjunction with the federal Centers for Medicare and Medicaid Services (CMS).

Specific responsibilities of this vendor include:

1. Monitor CMS issuance of new federal regulations and guidance documents related to QHPs and Federally-Facilitated Marketplace (FFM) operations.
2. Create summaries of new federal regulations and guidance documents for NHID use within 2-5 business days, or sooner if needed.
3. Create initial draft of NHID's annual bulletin outlining QHP filing requirements, consistent with CMS guidance and the annual CMS Letter to Issuers in the FFM, and work with NHID to review and finalize it.
4. Assist NHID in drafting, reviewing and/or finalizing other QHP and non-QHP related bulletins, as directed by the NHID.
5. Evaluate and update existing NHID QHP and non-QHP review workflows, resources, production standards and tools, including:
 - a. Draft task list and proposed timeline of 2018 QHP and non-QHP review process, by February 1, 2017.
 - b. Finalize full implementation plan and timeline for 2018 QHP and non-QHP review process, including workflows, production standards and tools to support certification and regulation of QHPs in accordance with all applicable CMS guidance, by date of Carrier QHP Kickoff Meeting.
 - c. Revise implementation plan and/or timeline, including new plan management processes and workflows, as necessitated by CMS guidance issued during QHP review process, as directed by NHID.

- d. Final Revision of Compliance and Consumer Services Policies and Procedures, by December 1, 2017.
- 6. Provide technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff Meeting and, as requested by NHID, participation in or preparation for periodic meetings and/or calls with carriers during QHP review process.
- 7. Participate in weekly meetings with NHID throughout the project, providing updates as to progress of project tasks, and assisting NHID in identifying issues and topics for discussion and/or training.
- 8. In accordance with the dates in the final 2018 QHP Review timeline and implementation plan, update QHP and non-QHP related documents and, to the extent necessary, create new documents as directed by NHID in response to regulatory changes, including, but not limited to the following documents:
 - a. Network Adequacy (NA) Data Templates, including the following New Hampshire-specific documents:
 - i. NA Data Set.
 - ii. Instructions for NA including state-specific attestations.
 - iii. NA Summary and Supplemental Response Documents.
 - b. Updated Filing Checklist for Individual and Group both On and Off the FFM.
 - c. Updated Filing Checklist for Dental Plans.
 - d. CMS Tools Compliance Attestation Document.
 - e. Advertisement Attestation.
 - f. Updated Master List of Filing Documents.
- 9. In accordance with the dates in the final 2018 QHP Review timeline and implementation plan, support NHID staff in continuing to integrate state network adequacy requirements with evolving ACA requirements, identifying provider and service area requirements to meet QHP standards:
 - a. Provide support as NHID collects, examines and maintains all network templates and supporting documentation from the National Association of Insurance Commissioners' System for Electronic Rate and Form Filing (SERFF) system.
 - b. Update and assist NHID in maintaining tracking tool to monitor each issuer's progress towards compliance with the network standards tracking compliance with:
 - i. Proper documentation.
 - ii. Essential Community Provider (ECP) standards.
 - iii. Online provider directory standards.
 - iv. Provider contracts and geographical accessibility standards.
 - c. Provide technical assistance to NHID staff as they provide network adequacy standards guidance to issuers to assure adequate coverage for all residents.

- d. Support NHID staff in complying with New Hampshire's requirement for public information sessions on the carriers' proposed marketplace networks prior to open enrollment.
 - e. Provide ongoing training of NHID personnel on network adequacy qualification and the use of worksheets and models necessary to recommend certification.
10. Create a plan compare document showing all individual and small group plans offered via the FFM for Calendar Year 2018 by October 16, 2017.
 11. Provide training and guidance to Department staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions. In consultation with NHID, develop a training plan on or before June 2, 2017, and implement training of NHID staff on an ongoing basis in accordance with the plan.
 12. Perform all other tasks as described in the Plan Management Consultants and NH Legislative Assistance RFP (attached) and the Bid response (attached) , excluding any services or deliverables associated with the NH Legislative Assistance portion of the RFP or PCG's Bid response, which are incorporated by this reference.



State of New Hampshire New Hampshire Insurance Department

Plan Management Consultants and NH Legislative Assistance

October 28, 2016

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



140 State Street, Tenth Floor, Boston, Massachusetts 02109
Tel: (617) 426-2026, Fax: (617) 426-4632
www.publicconsultinggroup.com



Public Focus. Proven Results.™

October 20, 2016

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

Dear Mr. Couture:

Public Consulting Group, Inc. (PCG) is pleased to present our submission to the New Hampshire Insurance Department's Request for Proposal (RFP) entitled *Plan Management Consultants and NH Legislative Assistance*.

PCG has valued our ongoing working relationship with the New Hampshire Insurance Department (the Department) for over three years. PCG has been providing assistance to the Department related to State Partnership Plan Management implementation and operations since March 2013. Our work has included the development of standards and implementation of a process for reviewing Qualified Health Plans in the state. This work has included looking to relevant experiences in other states, internal and external communications of technical issues in an accessible manner, and assisting with drafting sub-regulatory guidance, with more detail included in this response related to the breadth of our work with the Department.

In addition to our prior experience in performing plan management consulting services in the state of New Hampshire, PCG has developed a deep understanding of the insurance landscape including the regulation associated with such, and the legislative process in the state. Importantly, all of our New Hampshire specific experience and knowledge is complimented by experience from other states. As you will see outlined in our proposal, we have done extensive plan management consulting work in other states including in Delaware and Arkansas.

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

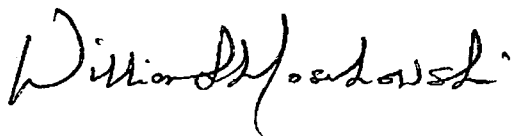
Alain Couture, Health Reform Coordinator

June 10, 2016

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

Sincerely,

A handwritten signature in black ink, appearing to read "William S. Mosakowski". The signature is fluid and cursive, with a large initial "W" and a long, sweeping underline.

William S. Mosakowski
President & CEO
Public Consulting Group, Inc.

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 - b. Qualifications
 - c. Resumes

2018 QHP Review Submission Check List Crosswalk		
Check List		PCG Proposal Section
✓	Name and contact information of the person(s) we should contact should we have questions	Cover Letter <i>If you require additional information or have any further questions related to this proposal response, please contact the proposed Project Manager, Margot Thistle, at mthistle@pcgus.com or 781-308-3251.</i>
✓	A narrative addressing all of the objectives outlined in this RFP	II. Specific Ability to Perform the Scope of Work
✓	A detailed timeline for the plan management and the legislative drafting project for the full term of the project	IV. Project Work Plan and Cost Proposal
✓	A clearly labeled "Not-to-Exceed" limit amount	IV. Project Work Plan and Cost Proposal <i>Total Not to Exceed Scope Cost: \$426,890</i>
✓	Name and role of every person working on the project to include a summary of experience and the individual's curriculum vitae	V. Appendix <i>Managers / Consultants: Margot Thistle, Lisa Kaplan Howe, Blair Kennedy Business Analyst: Robert Riso</i>
✓	Derivation of cost for the Contractor including: <ul style="list-style-type: none"> hourly or daily rate for each person working on the project an estimate of the amount of time each person might be expected to expend on the project the number of days, if any, each person is expected to be in attendance at the NHID during critical implementation dates what period each person will be available to NHID, including start date and end date in relation to the project timeline 	IV. Project Work Plan and Cost Proposal <i>The following staff will be available throughout the entire project engagement: Managers / Consultants: Margot Thistle, Lisa Kaplan Howe, Blair Kennedy Business Analyst: Robert Riso</i>

EXECUTIVE SUMMARY

Public Consulting Group is excited to offer this proposal in response to the request for proposals (RFP) to support plan management functions, as well as assistance with legislative drafting. We hope to continue the great relationship we have formed with the New Hampshire Insurance Department (the "Department" or "NHID") over the last three and a half years.

During our tenure with the Department in providing plan management consulting services, we have helped to accomplish the goals of ensuring compliance with federal and state requirements for qualified health plans (QHPs) while supporting the development of high quality, QHPs for consumers in New Hampshire. As a firm with experience nationally in QHP certification activities and technical expertise in federal and state law, we believe we possess a unique perspective which enables insight into technical requirements, innovative approaches, best practices and lessons learned which have been and will continue to be leveraged by the Department. Importantly, our experience in New Hampshire is matched and supported by plan management consulting work in other states.

PCG also has an unparalleled combination of skills and experience that uniquely positions us to successfully assist the Department in the regulatory and legislative drafting components of this scope of work. This aspect of our work will be led by Lisa Kaplan Howe, who has an in-depth knowledge of both applicable federal and state law and how they intersect as well as strong legislative and regulatory drafting skills and a grounded understanding of the New Hampshire legislative process. Ms. Kaplan Howe has assisted with drafting numerous Department bulletins as part of our plan management engagement and spent six years deeply engaged in New Hampshire legislative work specific to health insurance prior joining PCG. By virtue of that experience, Ms. Kaplan Howe is positioned to ensure New Hampshire guidance and statute reflects the latest in federal QHP and Marketplace standards. Her experience will be supported by the other health policy expert on our team, Margot Thistle, as well as our operational team members that have unique insight into the current disconnects between state and federal law that cause challenges to issuers and the compliance team alike.

Given the need to ensure both continuity in policy and process knowledge and to preserve existing relationships both inside and outside the Department, we are proposing Ms. Margot Thistle to lead our project team throughout this engagement, with support from Lisa Kaplan Howe, who will lead the legislative assistance scope of work. Both have deep knowledge of applicable state and federal law, as well as the state legislative amendment process. Ms. Thistle and Ms. Kaplan-Howe will continue to bring their ongoing familiarity with the State's Marketplace, legislature and important stakeholders to bear on their project work. Their intimate knowledge of the Department operations, personnel and policies will continue to assist in their roles as trusted partners and advisors throughout future certification periods. Our project team will also include the technical expertise of Blair Kennedy and Robert Riso, who have worked with the Department throughout previous QHP review cycles, including leading the efforts to automate and streamline the network adequacy review process.

All of these team members have worked with the Department for at least a year, most for multiple years. As a result, our ability to successfully fulfill the requirements of the Department continues to mature. Additionally, our familiarity with the specific requirements of the New Hampshire Marketplace complements our ability to perform as a valuable partner to the Department. Our team's relationships with the Department's partner agencies, and, most importantly, the state's insurance carriers also continue to develop to the benefit of the certification process.

Our team greatly appreciates the opportunity to respond to this RFP and hopes to preserve our relationship with the Department through a continued focus on improving the QHP certification process, developing capacity inside the Department, updating state guidance and laws and ensuring that future efforts are as successful as previous ones.

SPECIFIC ABILITY TO PERFORM THE SCOPE OF WORK

1. *Monitoring CMS issuance of new federal regulations and guidance documents related to QHPs and FFM operations, and promptly creating summaries for NHID use*
2. *Assisting with the preparation and review of QHP-related bulletins including the NHID's annual bulletin outlining QHP filing requirements, consistent with CMS guidance and the annual CMS Notice of Benefit and Payment Parameters and annual CMS Letter to Issuers in the FFM*

Our project team has over three and a half years of experience working in the post-ACA. We are very familiar with major federal regulatory and guidance documents released on an annual basis including the Benefit and Payment Parameters and the Letter to Issuers in the Federally-Facilitated Marketplaces. We have significant experience monitoring for, reviewing and analyzing applicable federal regulatory developments. We understand the necessity of extracting the operational and policy impact from these documents on a yearly basis and translating them into new requirements for both the state and its Marketplace insurance carriers. Often, the translation of these documents must occur under extremely short timeframes. The familiarity with the subject matter and knowledge base of our project team allows for a targeted, detailed review in order to pinpoint, summarize and communicate changes from previous years, changes to the review process and items specifically applicable to New Hampshire as well as potential conflicts with New Hampshire law. The proposed project team leaders, Ms. Thistle and Ms. Kaplan Howe work diligently to ensure an accurate, New Hampshire-specific review of the applicable regulations is shared with the Department in a prompt manner.

In addition to the review we will complete specifically for New Hampshire of federal regulations specific to QHP and Federally-Facilitated Marketplace (FFM) operations, the Department will continue to have access to the broader health policy analysis and updates PCG provides to our clients. This has included, for example, webinar events on recent policy developments including the new Medicaid Managed Care regulations, the Gobeille decision and 1332 waiver guidance. This allows the Department to not only have access to timely analysis that is directly applicable to the scope of work included in this RFP, but also the vast resources provided on related topics that PCG shares and makes available to clients as there are developments at the federal level.

In addition to keeping the Department up-to-date regarding the issuance and substance of new relevant federal regulations and guidance, PCG will continue to assist with the creation of QHP-related bulletins, as we have done throughout the duration of our work with the Department. Each year as plan management consultants, we have assisted with the development and finalization of NHID's annual bulletin outlining QHP filing requirements based on the most recent regulatory guidance from CMS. This bulletin serves to memorialize the requirements of QHP certification review, including being the vehicle for announcing policy changes at both the federal and state level. For example, PCG assisted the Department in the release of the state-specific network adequacy requirements via the plan year 2015 bulletin. In the plan year 2016 bulletin, we outlined the additional requirements related to the QHP review tools attestations. Most recently, in the plan year 2017 bulletin, we highlighted requirements related to mental health parity and addiction equity, balance billing restrictions and clarity in benefit design, as well as changes to meaningful difference and rate transparency standards. As we have in past years, we are prepared to outline proposed content for the bulletin based on federal regulatory and policy changes and then assist with drafting language for NHID review and revising those drafts based on feedback provided.

Our experience in this sort of work extends beyond NHID's annual QHP bulletin. We have helped to strategize and draft a number of other NHID bulletins related to QHPs, including; the Annual Redetermination Notice Bulletin, Continuity of Care Issuer Bulletin, the Transparency in Provider Network Directory and Formulary Information Bulletin, the Coverage of Preventive Health Services under the Patient Protection and Affordable Care Act Bulletin, and the bulletin announcing the revised external review consumer guide and application.

We also assist other states, including Arkansas and Delaware, with strategizing and developing QHP criteria and guidance and often bring examples from other states to our collaboration with the Department. We will continue to leverage the efforts underway nationwide to improve health care at the regulatory level, sharing with the Department innovative, efficient regulatory efforts that may inform our process in New Hampshire.

With the same leadership in place for our PCG team in 2017, we are confident that we will continue to assist the Department in not only being aware of and analyzing guidance, but also, drafting guidance to make carriers aware of the applicable requirements.

3. *Evaluating and updating as necessary existing NHID QHP and non-QHP review workflows, resources, production standards and tools*
4. *Providing technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff and Weekly Meetings*

Since 2012, PCG has assisted several state insurance departments and health insurance Marketplaces with the design, development and implementation of their plan management programs. With each successive certification period completed, we have increased our efficiency and developed new tools to assist clients in managing the process, while resolving ongoing technical issues.

PCG and the Department worked as a fully integrated team to meet the QHP filing deadlines for plan years 2014 through 2017. In our ongoing work with the Department, as well as in other plan management partnership states, PCG has been an effective partner in startup and ongoing process development.

In 2014, our team worked with the Department to create new state-specific network adequacy filing requirements to increase transparency for the issuers' proposed networks. In 2016, our team revised the template to include a non-exhaustive list of substance use disorder treatment providers in the state, as well as to streamline the review process. PCG was able to create documents that were easy to use, facilitating a more streamlined review by both PCG and Department staff. Since the creation of these documents, we have continued to update and edit these tools as new policy developments emerge.

As we enter the next certification period, our team will evaluate existing checklists, filing requirements, state-specific templates, attestations, and policy and procedure manuals, making necessary updates to ensure compliance. We will also work with the Department to develop any new or additional tools as necessary.

Our team will also continue to review and update the policies and procedural manual for the Department, a document that we have also been responsible for establishing and updating since beginning our engagement. During the two previous plan years, we reformatted and rewrote this document to reflect PCG-developed training materials available. These revisions enable new examiners to complete the filing process through a step-by-step guide on how to run, interpret and use CMS federal review tools.

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

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

We have helped to prepare for and participated in the annual Carrier QHP Kickoff meetings and have participated in twice-weekly meetings with all insurance carriers in the state

For 2016 and 2017 plan years, our team was also responsible for responding to weekly carrier questions, as well as generating frequently asked questions for areas needing additional clarity. This was particularly important when assisting the Compliance team with objections sent to carriers. Our team was able to locate regulatory or legal support for objections, so that carriers could understand what was asked of them during certification review periods and make timely edits to their rates or forms. These responses directly impacted the filings as well as the issuer's certification by CMS.

We believe our work with the Department over the past three years has created positive working relationships and established clear lines of communication across and among Department staff. Along the way, we assisted the Department in meeting every CCIO established deadline as a valuable member of the Department's team. We will continue to rely on the same processes and adherence to structure and procedure that has ensured successful certification periods over the past four plan years.

5. Updating QHP-related and non-QHP-related documents and, to the extent necessary, creating new documents as needed in response to regulatory changes

Throughout our partnership with the Department, PCG has focused on improving documents and guidance related to the plan management process. PCG has created/and or updated all of the following documents during the past four certification cycles:

- a. Network Adequacy (NA) Data Templates, including the following New Hampshire-specific documents:
 - i. NA Data Set for those carriers with fewer than 1000 covered lives
 - ii. Instructions for NA including producing state specific attestations
 - iii. NA Summary and Supplemental Response Documents
- b. Filing Checklist for Individual and Group both On and Off the FFM
- c. Filing Checklist for Dental Plans
- d. CMS Tools Compliance Attestation Document
- e. Advertisement Attestation
- f. Master List of Filing Documents

As policy has evolved both at the state and federal level, PCG has responded in real-time to assist the Department to ensure efficient, timely review. During the most recent certification period for example, our project team worked alongside the Department to create an updated and more automated New Hampshire-specific Network Adequacy Template. This template also includes a data collection tool developed by PCG to allow the Department to obtain a snapshot of issuers substance abuse treatment services for certain categories throughout the state so that a better understanding of capacity and gaps could be assessed.

In addition to responding to needs based on new policy developments, after every certification period, the Department completes a debriefing both internally, and with each carrier in an attempt to improve the certification process in following years. Each year post-certification PCG re-evaluates the tools and documents used to ensure continued value to the Department. For example, in previous years PCG assisted the Department in drafting the "Master List of Filing Documents" in direct response to issuers requests during the de-brief process. This document clarified where carriers could find documents and templates in SERFF in order to assist with what can be an overwhelming amount of state and federal certification requirements.

PCG is committed to continuing to work with the Department and the state's carriers to constantly improve the QHP certification processes to ensure a more efficient, organized process is continually pursued.

6. *Supporting NHID staff in continuing to integrate state network adequacy requirements with evolving ACA requirements and identifying provider and service area requirements to meet QHP standards*

Each year our team works to understand and incorporate new CMS guidance by updating the requirements for network adequacy reporting with regards to: essential community providers (ECPs) and issuer provider directories, as well as state specific geographic accessibility standards contained in New Hampshire's Network Adequacy rules.

In order to ensure accurate reviews and transparency for the Department and public, PCG worked with the Department to create and communicate New Hampshire specific issuer network adequacy submission requirements collected through SERFF. This work included the creation of a New Hampshire-specific Network Adequacy Template. PCG crafted detailed instructions for issuer submittal of this template. The template included New Hampshire geographic standard for each provider type as defined by state statute and CMS, and essential community provider standards included in the annual CMS Letter to Issuers in the FFM. For each standard, issuers had to attest whether they met it or not. If they did not meet the standard, they could choose from three justifications: "no provider exists in the area", "provider would not accept offered contract", or "other". The template also included a tab for dental networks, hospital coverage, and substance abuse disorder coverage.

In tandem with the development of the template, PCG created an automated network adequacy internal monitoring tool, making the daunting and complex network adequacy review process easier, more efficient and higher quality. The internal monitoring tool simply aggregates each issuers PCG created network adequacy template. The tool assists in highlighting where issuers are not compliant with accessibility standards, triggering issuer objections, information seeking and subsequent resolution. The tracking tool makes it easy to target where certain issuers are not compliant and should be for certain provider types in certain counties by comparing the networks against one another.

For the past three years, our team has also reviewed online provider directories to ensure compliance and has assisted the Department with the content development and logistics related to multiple public information sessions in compliance with RSA 420-N:5-a.

PCG is aware that the Department is in the midst of updating its network adequacy rules. When these new rules are finalized, our team will be ready to operationalize the new policies into new issuer submission requirements and new internal monitoring tools at the direction of the Department. As CMS continues to consider instituting new federal baseline standards, we are also poised to assist the Department in understanding any impact on the new state standard and make any needed submission changes.

7. *Creating a plan compare document showing all individual and small group plans offered via the FFM*

At the direction of the Department, our team has created a plan comparison document for the past four plan years. This document is posted both externally to assist consumers and used internally by the consumer division throughout the plan year.

Our team will continue to develop this useful and consumer-friendly tool based on submitted templates from inside SERFF throughout future plan management periods and to make any needed adjustments/ For Plan Year 2017, PCG worked with the consumer division to update certain elements on the plan

compare to ensure the greatest utility for New Hampshire consumers. Updates made for 2017 include; making the document more visually appealing and user friendly, as well as adding links for the pharmacy benefits, plan brochures, and schedule of benefits so consumers can access more information on each plan as needed. PCG worked directly with the Consumer Division to help educate them on the plan compare document so they in turn may better educate consumers on health insurance choices for 2017.

8. Providing training and guidance to NHID staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions

Throughout PCG's engagement with the Department, we have conducted multiple staff trainings focusing on efforts to develop staff capacity in new areas within the Compliance Team, as well as the Consumer Division, related to the Affordable Care Act (ACA). Our team creates in-depth training documents each year, updating them to include best practices, lessons learned and new federal regulations. We have assisted in one-on-one instructional sessions with Department staff to ensure staff understands the work our project team conducts with templates that are part of QHP binders and the CMS QHP Review Tools. Over the past four certification periods, PCG has further developed industry leading practices which it will continue to share with the Department's staff.

As federal assistance for consumer outreach and education has dwindled, the Department has been relied upon more heavily to assist consumers with understand the Marketplace plan offerings, creating an additional need for training. This past certification year, we have assisted Consumer in understanding the plan compare documents and training them on the Marketplace offering to ensure consumers are receiving accurate information about the New Hampshire Marketplace offering for plan year 2017.

PCG will continue to work with the Department to identify areas that we can provide training or guidance to ensure we are being as effective as possible. PCG hopes to continue to assist Department staff – and through them carriers and consumers -with training and guidance.

9. Drafting of legislative amendments to incorporate current NH marketplace requirements into New Hampshire's Accident and Health RSAs including RSA 415 (Accident and Health), 415-A (Standards for Accident and Health Insurance), RSA 420-B (Health Maintenance Organizations), RSA 420-C (Preferred Provider Agreements), 420-G (Portability, Availability and Renewability of Health Coverage), and 420-J (Managed Care Law).

PCG's team is uniquely situated to do the crosswalk of New Hampshire's existing Accident and Health statutes to the federal standards for QHPs and federally-facilitated Marketplaces that will be needed and then draft the needed amendments given our detailed familiarity with both the relevant federal standards and New Hampshire state insurance law. The members of our team have a detailed understanding of the QHP and Marketplace related provisions in the ACA and related regulations, having worked with the law since its passage and having done a detailed review and analysis of each set of federal regulations promulgated since. Given our work with New Hampshire since the launch of the federally-facilitated partnership Marketplace in the state, we also have spent significant time reviewing and analyzing related state RSAs and understanding their intersection with federal statute and regulations. We have annually, completed a similar crosswalk in identifying guidance to be included in the Department's QHP bulletin. We have done similar work in Arkansas and Delaware related to QHP standards. In Arkansas, members of our existing and proposed team for New Hampshire have cross-walked federal opportunities to state laws and programs to identify opportunities to advance reform, crafting proposals that have been translated into legislation.

Importantly, our work will be informed by our years of operational plan management work with the Department, which provides us with unique insight into where disconnects and conflicts exist and would benefit from amendments to state law. While all aspects of the legislative work will be led by the two

lawyers on our team – Lisa Kaplan Howe with assistance from Margot Thistle – our work will be informed by the other members of our team who have been and remain engaged in the operational plan management work. After completing the crosswalk, we will do a detailed walk through with NHID staff to review and finalize the list of amendments for drafting.

PCG's proposed team also has in-depth experience in legislative drafting and the New Hampshire legislative process. Ms. Thistle and Ms. Kaplan Howe both have extensive legislative experience. In particular, Ms. Kaplan Howe was deeply engaged in work with the New Hampshire legislature for six years prior to joining PCG and legislative drafting in other states prior to that time. During that time, she identified and analyzed legislative proposals, strategized and drafted legislation and legislative amendments, and was engaged in the entirety of the legislative process in New Hampshire. Much of this work related specifically to insurance-related legislation. Ms. Kaplan Howe's and Ms. Thistle's extensive experience with similar technical drafting of insurance-related regulations and guidance in New Hampshire will also support this aspect of our work.

More broadly, other members of the PCG staff worked with NHID in 2014 during the process of crafting and amending and throughout the legislative consideration and passage of Senate Bill 413, which created the New Hampshire Health Protection Program. PCG staff worked closely with NHID staff assisting with legislative drafting, analysis and educating the legislature about the impact of proposals under consideration.

PCG's New Hampshire legislative experience is complimented by applicable experience in other states. In Delaware and Arkansas, our team has assisted with drafting policy positions and technical language that has been incorporated into state regulations and guidance. We assist with drafting rules and regulations related to QHP criteria that are promulgated annually in Arkansas. In Delaware, PCG staff members have taken the lead in developing subregulatory guidance to support the state's implementation of the ACA, including, but not limited to, Marketplace policies and QHP standards that augment federal requirements.

PCG has successfully used the sort of iterative process that will be required with the Department in drafting QHP-related bulletins, prescription prior authorization regulations and an updated external review application and related materials. We are accustomed to working through each open decision-point in detail with NHID staff to ensure our drafting aligns with the thinking of NHID and then working through a series of PCG drafts, allowing NHID to comment on and revise draft text.

To the extent desired, we can also support consultation of key stakeholders, including members of the insurance industry which we have developed strong working relationships with over our time working with NHID and, for Ms. Kaplan Howe, prior to joining PCG. PCG staff is also accustomed to crafting fact sheets and other explanatory materials and will be available to otherwise assist NHID as it begins to educate key legislators and stakeholders about the bill and seek a sponsor. We expect at that point that further revisions may be needed and we stand ready to assist with those.

GENERAL QUALIFICATIONS

PCG is a management consulting firm with 28 years of experience in helping our public sector clients achieve their performance goals and better serve populations in need. PCG primarily serves public sector health, human services, education and other state, county, and municipal government clients. Established in 1986 with headquarters in Boston, Massachusetts, PCG operates from 48 offices across the U.S., Canada, and Europe. PCG has experience working in all 50 states, clients in six Canadian provinces, and a growing practice in the European Union. PCG pairs regulatory expertise with our position as one of the leading management and operations consulting firms in the country.

PCG has dedicated itself almost exclusively to the public sector for nearly three decades. In this time, it has developed a deep understanding of not only legal, regulatory, and policy requirements, but the accompanying fiscal constraints that often dictate a public agency's ability to meet its charge and the needs of the populations, constituents, and stakeholders it works with and/or serves. This understanding enables PCG to help public sector organizations in:

- Maximizing resources;
- Improving business processes;
- Enhancing federal and state compliance;
- Making better management decisions using performance measurement metrics; and
- Advancing client outcomes and goals.

PCG's Health Practice Area will be exclusively completing work under this RFP. PCG Health helps state and municipal health agencies to respond optimally to reform initiatives, restructure service delivery systems to best respond to regulatory change, maximize program revenue, and achieve regulatory compliance. Currently, PCG Health works with 37 state Medicaid agencies and the District of Columbia. We are also working with twenty-one state human service departments and have also worked with ten state insurance departments, including, but not limited to, Massachusetts, Pennsylvania, Arkansas, Delaware, and Ohio.

PCG Health uses industry best practices to help organizations deliver quality services with constrained resources, offering expertise in strategy, policy, information technology, financing solutions, payer support services, and eligibility and benefits solutions. PCG Health is a recognized leader in health care reform, ACA, and Marketplace consulting.

Since 2010, PCG has developed one of the nation's leading Affordable Care Act consulting practices assisting states with health plan certification, policy interpretation, program oversight, project management of Marketplace technology, outreach and marketing, consumer assistance and grant applications and gate reviews. Since the ACA was passed in 2010, approximately 40% of all states have engaged with PCG for Health Care Reform, ACA, and Marketplace consulting services. These services include: health plan certification, policy interpretation and management, project management of Marketplace activities and technology, outreach and marketing, consumer assistance, blueprint drafting, grant applications, gate reviews, professional services and program oversight.

In particular, PCG has worked with state Insurance Departments across the country, including New Hampshire as well as Arkansas, Colorado, Delaware, Idaho, Massachusetts, Nevada, New Mexico, and Ohio on their ACA responsibilities. PCG has assisted these Departments with one or more of the following activities:

1. Conducting regulatory analysis of ACA market reforms and developing policy recommendations for state ACA implementation initiatives;
2. Developing end-to-end processes, tools and templates to support the review and recommendation for certification of Qualified Health Plans based on compliance with QHP standards in the ACA;
3. Reviewing adequacy of the provider networks carriers propose to use to deliver plan care;

4. Reviewing QHP premium rates;
5. Assuring compliance with insurance reforms, such as community rating, guaranteed availability/renewability, and elimination of pre-existing condition provisions; and
6. Responding to consumer complaints against QHP issuers.

In addition to this national ACA knowledge and expertise gained from working with Insurance Departments, state agencies, and quasi-governmental entities established for Marketplace purposes, what will be even more valuable in continuing to guide the Department's plan management work is PCG's significant direct expertise and experience designing, managing, and implementing plan management projects similar to the scope outlined in this RFP. The experience PCG has gained in all aspects of Marketplace activity and plan management consulting services is a resource unlikely to be matched by other respondents to this RFP.

As outlined with specific examples within this response, PCG has proven itself extremely skilled at performing plan management regulatory and operational work. Our clients benefit from our ability to draw from our extensive history of doing this work in multiple states since 2012, giving us significant technical skills in conducting the review of health plans and proposed networks and unique insight into proven strategies and innovative approaches that inform our approaches and our clients. We know what has (and, equally important, what has not) worked in other Marketplaces across the country. Combined with extensive working knowledge about the insurance market and plans in New Hampshire, PCG is able to bring the best of both worlds to this work.

PCG has worked alongside the NHID Division of Compliance and Consumer Services since 2013, providing operations and policy support of the state's plan management partnership. PCG designed, developed and implemented the QHP certification process, helping the state to understand the overlay of the QHP certification process with the Insurance Department's underlying regulatory and operational work and to integrate both within the Department's operations. In the implementation phase of the work, PCG has provided ongoing onsite support through implementation of the partnership—providing regulatory advising, trainings to staff and carriers, support tools, and staff augmentation.

PCG's policy work has related both to plan management, as well as related to the State's premium assistance program (PAP). PCG staff has provided the Department with policy analysis of the evolving federal standards that impact plan management and other Department work and enable the Department to actively participate in the design of the premium assistance program. In addition to ensuring that Department staff and leadership is fully apprised of governing standards, PCG has provided subject-matter expertise to advise and assist in strategizing and documenting policy decisions, including drafting bulletins, and to ensure insurance priorities are on the table as PAP was designed and implemented. Importantly, PCG staff have helped to bridge between policy and operations ensuring the certification process is designed and maintained in a manner that reflects federal law and to ensure that it adequately integrates the premium assistance program.

PCG enabled the state to manage a five-fold increase in carrier applications between the first two years of Marketplace operations, and to provide greater transparency regarding carrier provider networks, including via mapping and public information sessions. PCG's work has also ensured that the state is up-to-date and able to operationalize state and federal health policy developments and has developed tools to assist with review and tracking. With support from PCG, the Department also succeeded at ensuring that the PAP was designed in a way that reflects that existing insurance market, minimizing disruption.

The value PCG will bring to this engagement is further supported by our broader plan management work. PCG's plan management experience and expertise extends beyond our longstanding engagement in New Hampshire, including other State Partnership Marketplace (SPM) states. These engagements give us broader experience and working knowledge of best practices and lessons learned that have and will continue to directly benefit our partners in New Hampshire on an ongoing basis. Our teams work closely together and communicate regularly so they all have access to detailed knowledge of the program design

and implementation in other states and key contacts. They also are able to leverage efficiencies by collaborating on coverage of federal level developments.

One such engagement is with the Delaware Department of Health and Social Services, for whom we provide consulting for federal partnership health insurance marketplace support. PCG has been working in Delaware since 2011, as the lead project manager for the state's work related to the establishment and implementation of its state partnership Health Insurance Marketplace. Similar to New Hampshire, in this role, we provide ACA subject matter and business process expertise related to the state's Department of Insurance plan management activities. Our work in Delaware includes federal and state regulatory analysis, including assisting the DOI to interpret the ACA, regulations and CMS policy guidance. PCG has also helped with state policy development related to QHP certification standards and has taken a lead in the development of operational guidelines, processes, templates and other tools to support rigorous end-to-end compliance reviews as well as ongoing QHP monitoring and issuer oversight.

PCG's work has ensured the state is in compliance with federal requirements and has the tools it needs to meet the operational demands of plan management. With PCG facilitating the technical review process, the state's DOI has successfully completed QHP review and recommendations related to hundreds of health plans over the past three years. PCG has also assisted the Delaware DOI to expand its network adequacy standards.

PCG is also working on rate review in Delaware, providing support as the DOI reviews proposed rate increases and revamping the rate review process to improve the quality and efficiency of the process. Our work on rate review in Delaware provides us with important perspective on this subject matter that we can leverage to support our work on plan management, including in New Hampshire.

We also have a longstanding partnership with Arkansas on plan management work, including as it relates to the state's Private Option. We have worked with the Arkansas Insurance Department since April 2013. During our time supporting the Insurance Department, we have provided both regulatory and operational support. On the regulatory side, we have reviewed and drafted legal bulletins, developed issue briefs, and monitored plans in order to assist with the development of guidelines and requirements for QHP certification and plan quality metrics. On the operations side, PCG has worked with the Insurance Department to design, develop and implement the certification process of QHPs, ensuring its compliance with federal standards, including necessary business processes and support systems. PCG's work has included developing the process as a whole as well as developing the application for plan submissions and development of the timelines, instructions and evaluation methodology. Through ongoing implementation, PCG has helped to lead and staff the state's plan management work to review proposed QHPs, including running federal tools and develop certification recommendations.

PCG has worked with Arkansas since day one to ensure the development of Marketplace-related policies and processes and then to implement both. With PCG's leadership, the state has successfully completed four years of state review and submission of QHPs to be offered on the Marketplace and has ensured integration with the federal Marketplace and the state's Private Option. We also have compiled plan data, premium rate, and tax credit data, allowing the state to issue comprehensive reports for public distribution.

Like in Delaware, our work in Arkansas expands beyond plan management to related projects that are helping to provide us with important perspective that can help to support our plan management work, including in New Hampshire. PCG has also lead work to develop plan quality metrics and determine how to best communicate that information to consumers and, ultimately, to incorporate those metrics into an interactive web-based consumer portal. To support this process, PCG has done an extensive landscape assessment and has facilitated stakeholder engagement. PCG has also assisted the state with program oversight of its Effective Rate Review Program, including inventorying funds available and leading an effort to ensure the most effective use of funds and grant oversight, which has helped the Arkansas Insurance Department to identify priorities, develop a project plan and ensure resources are oriented and executed appropriately.

Beyond this experience is the significant experience in legislative drafting and the legislative process that our team brings. Our legislative lead, Ms. Kaplan Howe, alone, has over ten years' experience in legislative and other technical drafting, as well as navigating the legislative process. Her experience includes eight years in New Hampshire specifically related to health insurance legislation. This is complimented by similar experience across PCG in New Hampshire and other states. Importantly, Ms. Kaplan Howe and Ms. Thistle also have a detailed and working knowledge of the relevant federal standards and state statutes and regulations that must be cross-checked for updating state statutes and have demonstrated ability to make decisions and recommendations based on facts, findings, experience, best practices, lessons learned and federal and state law.

PCG's longstanding engagement in plan management work combined with our extensive legislative experience uniquely positions us to complete the requirements of the RFP. PCG has unmatched working knowledge of the state's insurance market, plan management operations and premium assistance program and federal and state laws that is critical to ongoing success. PCG's continuing work will be informed by this institutional knowledge and the lessons learned over the last four years of plan management work nationwide, allowing PCG to be nimble and eliminating the need for a learning curve. PCG will continue to meet productivity, timeliness, quality, decision-making and communication standards.

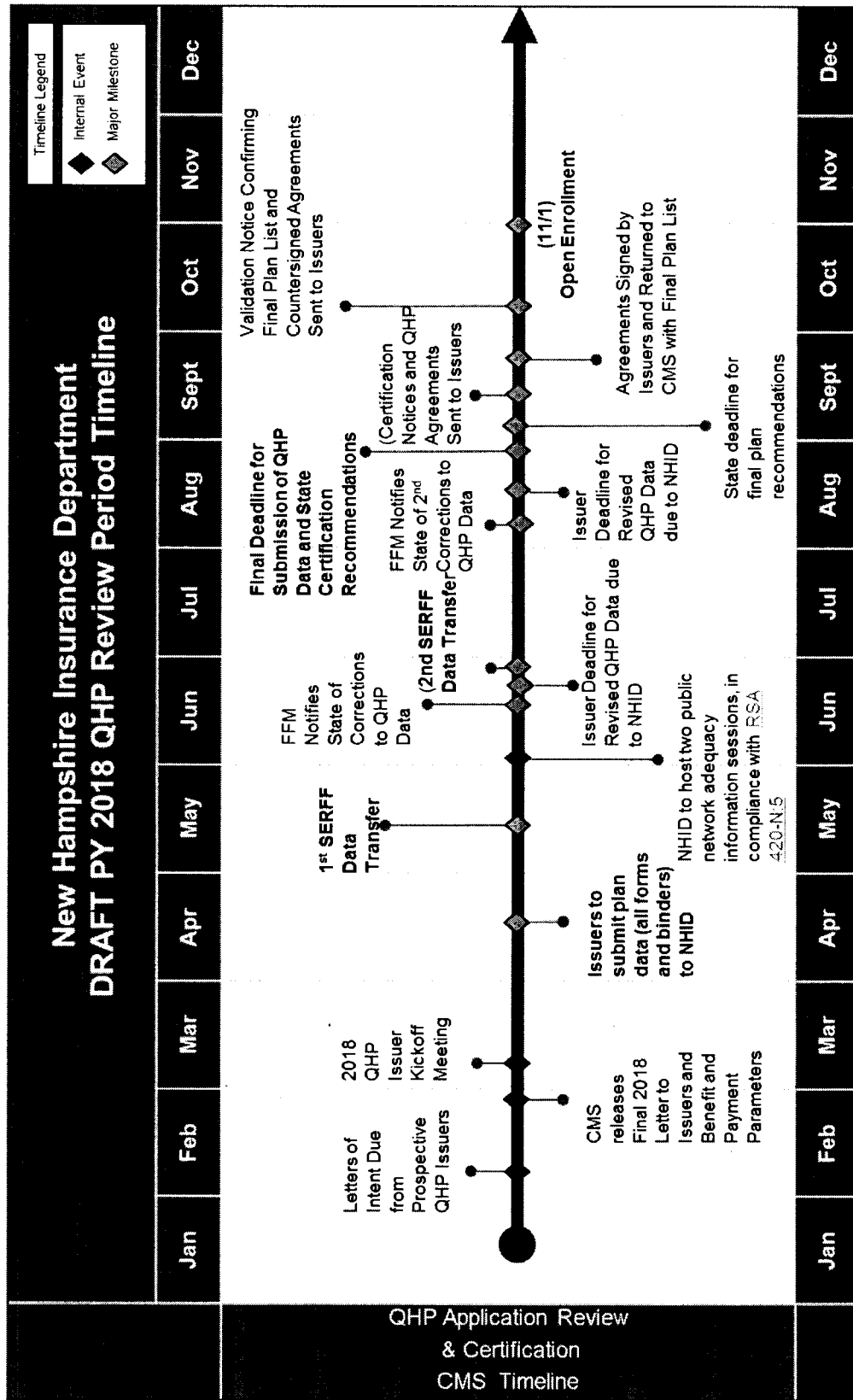
PROJECT WORK PLAN AND COST PROPOSAL

Position Title/Name	Hourly Rate	Hours	Cost
Managers/Consultants	\$255.00 /\$210.00	656	\$341,690
Business Analysts	\$165.00	448	\$85,200
Total Not to Exceed Scope Cost			\$426,890

Phase	Staff:	Position	Time Period	On-site Percent	Weeks	Hours / week	Hours
Federal Regulations Review and Guidance	Margot Thistle Lisa Kaplan-Howe	Managers	Ongoing	5%	52	2	104
		Consultants				0	0
		Business Analysts				0	0
		Total Estimate				\$ 28,600	
Bulletin development and Pre-QHP Submission Preparation	Margot Thistle Lisa Kaplan-Howe Blair Kennedy	Managers	December - March	20%	12	10	120
		Consultants				2	24
		Business Analysts				0	0
		Total Estimate				\$ 38,160	
QHP Preparation, Filing Review, QHP Tools and Correction Periods	Margot Thistle Blair Kennedy Robert Riso	Managers	April - September	30%	26	5	130
		Consultants				12	312
		Business Analysts				13	338
		Total Estimate				\$ 153,530	
Network Adequacy: Data Templates, Summary, Supplemental Response and Staff Support	Margot Thistle Blair Kennedy Robert Riso	Managers	April - September	0%	26	2	60
		Consultants				8	200
		Business Analysts				5	130
		Total Estimate				\$ 79,000	
Other: Training, Plan Compare Preparation and PM Debrief	Margot Thistle Blair Kennedy Robert Riso	Managers	September - November	5%	9	7	60
		Consultants				4	40
		Business Analysts				4	40
		Total Estimate				\$ 31,100	
Legislative Amendment Drafting	Margot Thistle Lisa Kaplan-Howe	Managers	March - December	5%	40	6	240
		Consultants				3	100
		Business Analysts				2	60
		Total Estimate				\$ 96,500	
Total Proposal							\$ 426,890

APPENDIX

a. PY 2018 QHP Timeline



b. Qualifications

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

SCOPE

PCG is currently contracted to support the New Hampshire Insurance Department's efforts to design, develop, and implement processes to certify and monitor qualified health plans (QHPs) participating in the state's Federally-Facilitated Marketplace. Planning stages of this engagement included compiling of review processes needed to certify QHPs for offering in the state. These processes were then overlaid upon the Department's existing organizational capacity to integrate Affordable Care Act (ACA) compliant reviews into Department operations.

PCG provides onsite support during implementation phases and formal trainings on performance of necessary review processes. Additionally, PCG augments NHID staff capacity with technical QHP review operations and has developed tools used to inventory review requirements and track overall project completion. Project progress, milestones, risks, and necessary policy decisions are presented to the Department on a weekly basis. PCG has also assisted with the drafting of guidance and other public-facing documents.

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

KEY ACHIEVEMENTS

- Medical and dental certification recommendations for four consecutive certification periods
- Five-fold increase in carrier applications

CONTINUITY OF CARE CONSULTANTS
 MAY 2014– DECEMBER 2015

SCOPE

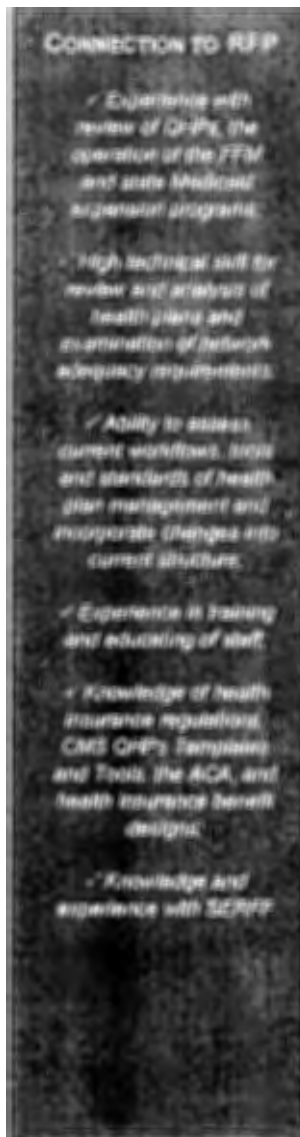
PCG is provided support to the New Hampshire Insurance Department with planning and implementing the state's version of Medicaid expansion. This expansion is unique to the rest of the country and was implemented in phases. The first phase involved State Plan Amendments that commenced expansion under standard Medicaid rules. Beginning in 2016, the expansion began operating as an 1115 Medicaid waiver that leverages Marketplace QHPs as the Medicaid delivery system.

PCG helped New Hampshire navigate the legislative process of drafting, consideration of and amending the authorizing legislation as well as the waiver drafting, submission and negotiation process. PCG also helped the

Department to plan to transition the expansion population from coverage via Managed Care Organizations (MCOs) under the State Plan to coverage via to QHPs under the waiver program. Our project team in New Hampshire brought project management skills, subject matter expertise, legal knowledge, and prior involvements on maneuvering the 1115 waiver process.

KEY ACHIEVEMENTS

- Provided carrier integration guidance for MCOs entering the commercial market, including navigating the form and rate review process, and compliance with state and federal law;
- In conjunction with actuarial partners created a required model premium assistance program plan offering all issuers intending to operate on the NH Marketplace filed for 2016;
- Assisted with successful legislative enactment and obtaining federal approval of waiver as well as QHP offerings for expansion population.



**INSURANCE DEPARTMENT,
STATE OF ARKANSAS**
**HEALTH INSURANCE MARKETPLACE PLAN MANAGEMENT & RATE
REVIEW**

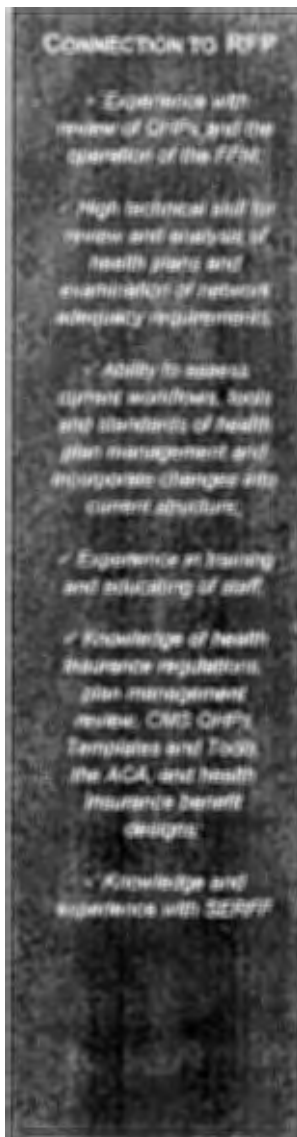
APRIL 2012 – PRESENT

SCOPE

The Arkansas Insurance Department (AID) contracted with PCG to develop Arkansas guidelines and requirements relating to Qualified Health Plan (QHP) certification and subsequent activities such as network adequacy processes and review, recertification, decertification, interaction with the Private Option Medicaid expansion and development of plan quality metrics.

KEY ACHIEVEMENTS

- Development of issue briefs for the Plan Management Advisory Committee and Partnership Marketplace Steering;
- Annual drafting of rules and regulations codifying QHP criteria.
- Process development for certifying/recertifying/monitoring QHPs including network adequacy, in concurrence with federal standards;
- Develop approach and processes for ensuring QHPs include all services required by Arkansas's Essential Health Benefit benchmark plan;
- Methodologies employed for QHP quality rating determinations;
- Approach and plan development for solicitation of health plan submission;
- Recommendations on strategies for plan selection (active purchaser vs. open market);
- Development of the application for health plan submission;
- Development of the QHP evaluation methodology, to include enrollee satisfaction and monitoring of complaints and appeals;
- Timelines and criteria development for QHP certification;
- Development of materials to instruct issuers regarding the processes employed by the Department for health plan certification and QHP monitoring;
- Development of processes and the underlying requirements necessary to evaluate QHP's ability to support delivery of quality healthcare;
- Development of processes and requirements necessary for QHPs to report on their efforts to ensure quality healthcare is being delivered and their on-going quality improvement processes, including for pediatric populations;
- Development of QHP rating system to include process, outcome, financial, market conduct, quality assurance and quality improvement criteria for individual and SHOP plans; and
- Development of processes and materials necessary for the education of consumers and small businesses about QHPs and the quality ratings associated with the plans.



**DEPARTMENT OF HEALTH AND SOCIAL
SERVICES/DEPARTMENT OF INSURANCE,
STATE OF DELAWARE**
HEALTH INSURANCE MARKETPLACE PLAN MANAGEMENT
APRIL 2011 – PRESENT

SCOPE

PCG is providing specialized expertise in the planning, design, development, and implementation of Delaware's Health Insurance Marketplace and is serving as the state's "one-stop shop" for all relevant subject matter expertise. A key component of this work is leading the plan management work stream, including the review of QHP network adequacy.

KEY ACHIEVEMENTS

- Provides Affordable Care Act (ACA) subject matter and business process expertise to the Delaware Department of Insurance for all Plan Management-related Marketplace activities;
- Conducts federal and state regulatory analysis and work with state leaders to develop a variety of Marketplace policies, including the state standards for Qualified Health Plans (QHPs) that is included in subregulatory guidance;
- Development of Plan Management operational guidelines, processes, templates and other tools to support rigorous end-to-end compliance reviews;
- Provides QHP monitoring and Issuer Oversight;
- Development of a detailed, integrated work plan that identifies the work breakdown structure of tasks, timelines, dependencies, milestones, deliverables and resources needed to accomplish the work;
- Identifies and manages project issues and risks and escalates them to the Delaware Health Insurance Marketplace Steering Committee as necessary for review and resolution

b. Resumes

Margot Thistle, Esq.

SENIOR CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

Ms. Thistle has over 4 years' experience directly working on the impact and operation of Health Benefit Marketplaces, including extensive Health Marketplace policy consulting experience, including leading the operational and policy planning for the state-based Marketplace in Vermont.

Additionally, Ms. Thistle serves as policy and regulatory support to various projects within the Health Practice area. Ms. Thistle provides policy analysis, legal research and drafting of policy briefs and position papers for projects throughout the country.

Ms. Thistle is one of the managing editors of the monthly health practice area newsletter, Health Policy News, with examples of her writing found at:

<http://www.publicconsultinggroup.com/news/author/Margot%20Thistle.aspx>.

RELEVANT PROJECT EXPERIENCE

New Hampshire Insurance Department, State of New Hampshire

Plan Management Consulting (December 2013 – Present): Project Manager

Project: Manage PCG's Plan Management consulting work with the NHID and oversee the required State Partnership Health Insurance Marketplace functions. Currently working with the Division of Compliance and Consumer Services to provide policy recommendations on regulation of QHPs, and technical training and staff augmentation to complete certification of QHP's. Additionally, we have conducted the review of network adequacy on behalf of the Department for all marketplace plans including compliance with state and federal network adequacy standards. For the past three years, PCG has produced all materials on behalf the Department to demonstrate to consumers the hospitals, essential community providers and for 2016 we added substance abuse service in each network filed by issuers.

Massachusetts Department of Insurance, Commonwealth of Massachusetts

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

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

Arkansas Insurance Department, State of Arkansas

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

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

unbiased, easy to understand information to assist in healthcare decision making, this includes information related to all three sides of the 'iron triangle' of healthcare – cost, quality and access.

New Hampshire Insurance Department, State of New Hampshire

Continuity of Coverage Consulting (February 2014 –December 2015): Project Manager

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

Health Policy Commission, Commonwealth of Massachusetts

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

Project: Provided expertise and recommendations on community hospitals capacity, the community need, care delivery, payment models, and barriers to transformation for the Massachusetts Health Policy Commission. Our qualitative analysis included strategies to support structural transformation of community hospitals to inform policy initiatives and to facilitate hospital strategic planning and engagement in transformation. Additionally, PCG was tasked with an analysis of acute care supply and identification of opportunities to support community hospitals' alignment of services with community needs and to support public and private sector health resource planning and investment. Public release of our finding were issued by the Commission in 2016.

Ohio Department of Insurance, State of Ohio

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

Project: Authored papers for the Department of Insurance outlining Plan Management best practices. Our best practices included lessons learned in other states, regulatory analysis and policy recommendations for the 2015 plan management review and approval process and most recently the 2017 plan management review process.

PROFESSIONAL BACKGROUND

Department of Financial Regulation, State of Vermont

Health Benefit Exchange Project Director

May 2012-November 2013

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

Massachusetts Senate Committee on Way and Means

Senior Fiscal Policy Analyst

November 2005-August 2007

Managed the budget for the Health and Human Service agencies for the state Senate, including serving as fiscal support to the conference committee for Chapter 58, Massachusetts Health Care reform.

EDUCATION

New England School of Law, Boston, Ma

Juris Doctor, 2010

October 28, 2016

New Hampshire Insurance Department
Plan Management Consultants
2018 QHP Review

Tufts University, Medford, MA
Bachelors of Arts, 2004

CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS

Massachusetts Bar, 2010

Lisa Kaplan Howe, Esq.**SENIOR ADVISOR AT PUBLIC CONSULTING GROUP, INC.**

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

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

RELEVANT PROJECT EXPERIENCE**New Hampshire Insurance Department, State of New Hampshire****State Partnership Marketplace Plan Management (March 2015 – Present): Policy Advisor**

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

Ms. Kaplan Howe: Conduct legal and regulatory research and analysis and provide strategic guidance. Participate in external discussions.

Prescription Drug Prior Authorization Uniform Form and Regulations (July 2016 – Present): Regulatory Advisor

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

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

Continuity of Coverage Policy (July 2014 – December 2015): Policy Advisor

Project: Assisted the New Hampshire Insurance Department in the state's legislative, waiver, planning and implementation activities related to New Hampshire's Premium Assistance Title XIX Section 1115

Waiver demonstration project designed to cover the state's newly eligible MAGI population through premium assistance for the purchase of a Marketplace Qualified Health Plan.

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

Department of Health Care Policy and Financing, State of Colorado

Delivery System Reform Incentive Payment Waiver Development (March 2016 – Present): Policy Advisor

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

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

Arkansas Health Insurance Marketplace, State of Arkansas

Advising regarding State Health Reform (October 2014 – Present): Policy Advisor

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

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

Department of Medicaid, State of Mississippi

Health Care Delivery Transformation Consulting Services (November 2015 – Present): Policy Advisor

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

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

Department of Health Services, State of Wisconsin

Childless Adults Waiver (November 2015 – Present): Policy Advisor

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

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

Massachusetts Health Policy Commission, Commonwealth of Massachusetts

Report on Community Hospitals (November 2014 – June 2015): Health Policy Specialist

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

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

client.

PCG Health

Practice Area Regulatory Support (July 2014 – Present)

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

PROFESSIONAL BACKGROUND

Public Consulting Group, Inc., Boston, MA

New Hampshire Voices for Health, Concord, NH

Health Care for All, Boston, MA

Ropes & Gray, LLP, Boston, MA

EDUCATION

New York University School of Law, New York, NY

J.D.

Tufts University, Medford, MA

Bachelor of Arts, Community Health and Sociology

BLAIR KENNEDY

CONSULTANT AT PUBLIC CONSULTING GROUP, INC.

RELEVANT PROJECT EXPERIENCE

New Hampshire Insurance Department, State of New Hampshire

Continuity of Coverage Consulting (September 2014 – December 2015): Business Analyst

Project: Integration of Medicaid enrollees into the commercial insurance marketplace, including policy consulting on the drafting of 1115 Premium Assistance Waiver.

Ms. Kennedy: Supported the work stream lead on integration of Medicaid enrollees. Supported impact analysis of the department and undergoing change management activities in advance of and after the 1115 and 1332 waiver submissions.

New Hampshire Insurance Department, State of New Hampshire

State Partnership Plan Management Consulting (September 2014 – Present): Consultant

Project: Provide policy and operational consulting to assist review and certification of qualified health plans (QHP) offered on the Marketplace.

Ms. Kennedy: Coordinate with NHID to enhance review capacity during plan review period, including provision of regulatory clarifications and legal citations for communication with issuers. Developed project management and progress tracking tools for regular reporting to NHID leadership, including a comprehensive plan compare for all plans on the 2015 Individual and SHOP marketplaces.

Arkansas Insurance Department, State of Arkansas

State Partnership Marketplace Quality Consulting (November 2013 – Present): Business Analyst

Project: Provide the AID with strategic guidance and operational support related to incorporating QHP carrier specific quality metrics into consumer facing media and facilitate stakeholder engagement related to this quality initiative.

Ms. Kennedy: Assisting the AID in developing a state-specific quality reporting pilot by identifying priority areas, convening stakeholder groups to gather consensus, and assessing the technical landscape required for data collection and implementation.

Arkansas Insurance Department, State of Arkansas

State Partnership Plan Management Consulting (November 2013 – September 2014): Business Analyst

Project: Provide policy and operational consulting to assist review and certification of qualified health plans (QHPs) offered on the Marketplace, including the new Medicaid expansion population called the "Private Option."

Ms. Kennedy: Documented updated plan management processes within a Policies and Procedures manual. Advised on interpretation and clarification of ACA policies applied to QHPs. Provided support in technical QHP review requirements, including special considerations of the Medicaid expansion population integrated into QHPs. Supported QHP policy briefs and QHP policy discussions in stakeholder committees, including topics such as network adequacy standards and the Essential Health Benefits package. On an ongoing basis, drafted policy reports and issue briefs. Supported other communications as needed.

Jackson Hewitt, Nashville, Tennessee

Affordable Care Act Consulting (October 2014 – December 2014): Business Analyst

Project: Provided consulting services related to the Affordable Care Act and state health care reform activities to assist Jackson Hewitt in meeting its strategic business initiatives related to these areas.

Ms. Kennedy: Assisted in producing deliverables including a white paper on the exemption process for all exemptions from the shared responsibility payment (including the exemption

for people ineligible for Medicaid because their state didn't expand Medicaid under the Affordable Care Act) as well as ad hoc consulting on the marketplace processes in place for dissemination of form 1095A to consumers.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA

November 2013 – Present

Commonwealth of Massachusetts, Boston, MA

December 2011 – November 2013

EDUCATION

Colby College, Waterville, ME

Bachelor of Arts in Political Science, 2011

SOFTWARE PROFICIENCY

SERFF Plan Management Web Tool

Tableau

Robert Riso***BUSINESS ANALYST AT PUBLIC CONSULTING GROUP, INC.***

Robert Riso has been with Public Consulting Group's health reform practice since August 2014. He played a role in the prior New Hampshire qualified health plan certification process, primarily with Network Adequacy; creating a state specific Network Adequacy template to ensure uniform data submission from the carriers and conducting follow up with carriers who did not meet the necessary criteria or who were seeking a waiver regarding the specific criteria.

RELEVANT PROJECT EXPERIENCE**New Hampshire Insurance Department, State of New Hampshire****Plan Management Consulting (March 2016 – Present): Business Analyst**

Project: Oversee the required state partnership Health Insurance Exchange functions, including Qualified Health Plan (QHP) certification.

Mr. Riso: Conduct a thorough review of submitted plans by the various insurance providers in New Hampshire and ensure that all plans have networks that meet the state specific network adequacy standards.

New Hampshire Health Plan, State of New Hampshire**Health Insurance Marketplace Consumer Assistance (August 2014 – March 2016): Business Analyst**

Project: Assisted the New Hampshire Health Plan with execution of a multi-faceted consumer assistance campaign consisting of in-person assistance and outreach and education efforts targeting consumers eligible for Marketplace plans.

Mr. Riso: Provided oversight and support for the Marketplace Assister and Outreach and Education programs, including consistently tracking measurable outcomes and all available sources of feedback. Assisted with project financial oversight through budgeting and financial reporting for the current grant cycle as well as aiding with the application of an additional grant to extend the project through another year of Open Enrollment.

Department of Mental Health, State of Massachusetts**Analytical Services for Privatization Analysis of DMH Emergency Service Programs (April 2015 – January 2016): Business Analyst**

Project: Ensure that the state meets all of Chapter 296 of the Capital Acts of 1993 (The "Privatization Law") for the DMH Southeast Area.

Mr. Riso: Audit the ESPs at each of the three facilities and prepare a cost analysis to identify potential inefficiencies in operations. Assist in the preparation of the management study of the in-house organization to determine the most cost efficient manner of providing the services.

Department of Health & Office of Quality and Patient Safety, State of New York**Medical Records Review (June 2015 – January 2016): Business Analyst**

Project: Assist in data collection and provider progress for the New York Medicaid Delivery System Reform Incentive Payment Program (DSRIP).

Mr. Riso: Assist in gathering data and preparing dashboards for communication to the Performance Provider System (PPS) leads so they can track dollars earned as a result of their efforts. Identify key trends and takeaways from the data to help PPSs achieve their goals within the DSRIP program.

Health Policy Commission, State of Massachusetts**Health System Strategy and Analysis Consulting (September 2014 – June 2015): Business Analyst**

Project: Identified and quantified key gaps between community need and the capacity of community hospitals to meet that need now and into the future.

Mr. Riso: Assisted in relevant research and data gathering, including identifying all of the Commonwealth's hospitals and analyzing their financial performance. Aided in the preparation and execution of interviews with key personnel in the industry to gain relevant insight on the state of community hospitals in Massachusetts.

PROFESSIONAL BACKGROUND

Public Consulting Group, Boston, MA
August 2014 – Present

EDUCATION

University of Michigan, Ann Arbor, MI
Bachelor of Business Administration, 2014

CERTIFICATIONS / PUBLICATIONS / SPECIAL SKILLS

Proficient in Tableau Software
Completed fundamentals course in SAS Visual Analytics Software

STATE OF NEW HAMPSHIRE
PLAN MANAGEMENT CONSULTANTS and NH LEGISLATIVE ASSISTANCE
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (“NHID”) is requesting proposals for a contractor to provide plan management assistance to the NHID, in connection with Health Carriers and Dental Insurers filings for small group and individual product offerings on and off the federally-facilitated Health Insurance Marketplace (FFM) in New Hampshire and to provide legislative drafting assistance in the amendment of various accident and health RSAs to include NH RSA 415, RSA 415-A, RSA 420-B, RSA 420-C, RSA 420-G and RSA 420-J to 2018 marketplace requirements for accident and health insurance.

The NHID seeks technical assistance related to the ongoing plan management partnership operations during the final month of calendar year 2016 and through calendar year 2017 for the review of the 2018 Qualified Health Plans (QHPs). In addition, the contractor will be expected to assist with increasing NHID capacity, to the extent needed, as the NHID continues its transition to performing most plan management functions through in-house staff. During critical QHP review and carrier consultation timeframes, the contractor shall be provided temporary office space at the NHID, including workstations and support for such functions as copying and transfer of files.

The NHID also seeks technical assistance related to drafting legislative amendments and proposals in the amendment of the Accident and Health RSAs for introduction to the State of New Hampshire Legislative House of Representatives and Senate for the 2018 Legislative session.

Pending Governor and Executive Council approval, it is anticipated the services under this contract will begin in early December 2016 and extend through December 31, 2017.

GENERAL INFORMATION/INSTRUCTIONS

With its plan management experience, the contractor will provide technical assistance to the NHID in support of the certification and NHID approval processes of the 2018 issuers with focus on QHPs as described under the federal Patient Protection and Affordable Care Act (ACA), in conjunction with the federal Centers for Medicare and Medicaid Services (CMS). The contractor is expected to use its knowledge of the NH Legislative process and legislative drafting expertise to update those RSAs related to accident and health insurance in the state. The NHID is seeking proposals from individual contractors or firms with a desire to provide services as described below. The NHID is open to a mix of on-site and off-site project work although we expect that during certain critical periods of the project, a majority of the tasks will require the work to be done on-site.

Electronic proposals will be received until 4 pm local time, on October 28, 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: "Plan Management Consultant Services and Legislative Assistance RFP for 2018."

Proposals should be prepared simply and economically, providing a straightforward, concise description of bidder capabilities that satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

A successful proposal must include all of the objectives outlined in this RFP including a detailed timeline. Also, please see the attached Submission Check-Off list.

SERVICES REQUESTED

The contractor is expected to support the NHID in its review and regulation of the 2018 QHPs, consistent with the plan management function performed by the NHID in conjunction with New Hampshire's partnership marketplace. The contractor(s) will work with the NHID's Division of Compliance and Consumer Services to support certification and regulation of QHPs by providing technical assistance. In doing so, the contractor will assist the NHID with an increased capacity for achieving the milestones required of a plan management partnership Marketplace and assuring compliance with established federal and state laws and regulations.

The Contractor shall assist the NHID in performing the following functions or tasks:

1. Monitoring CMS issuance of new federal regulations and guidance documents related to QHPs and FFM operations, and promptly creating summaries for NHID use;
2. Assisting with the preparation and review of QHP-related bulletins including the NHID's annual bulletin outlining QHP filing requirements, consistent with CMS guidance and the annual CMS Notice of Benefit and Payment Parameters and annual CMS Letter to Issuers in the FFM;
3. Evaluating and updating as necessary existing NHID QHP and non-QHP review workflows, resources, production standards and tools, including:
 - a. Evaluating and updating as necessary existing NHID Compliance and Consumer Services Policies and Procedures; and
 - b. To the extent necessary based on revised or updated CMS standards, creating an implementation plan with new workflows, production standards and tools to support certification and regulation of QHPs, including
 - i. Implementing of new tools and standards;
 - ii. Implementing revised or new plan management processes and workflows;
4. Providing technical assistance to support NHID staff in responding to carrier inquiries, including participation in Carrier QHP Kickoff and Weekly Meetings;
5. Updating QHP-related and non-QHP-related documents and, to the extent necessary, creating new documents as needed in response to regulatory changes, including, but not limited to the following documents:

- a. Network Adequacy (NA) Data Templates, including the following New Hampshire-specific documents:
 - i. NA Data Set for those carriers with fewer than 1000 covered lives
 - ii. Instructions for NA including producing state specific attestations
 - iii. NA Summary and Supplemental Response Documents
 - b. Filing Checklist for Individual and Group both On and Off the FFM
 - c. Filing Checklist for Dental Plans
 - d. CMS Tools Compliance Attestation Document
 - e. Advertisement Attestation
 - f. Master List of Filing Documents
 6. Supporting NHID staff in continuing to integrate state network adequacy requirements with evolving ACA requirements and identifying provider and service area requirements to meet QHP standards, including:
 - a. Providing support in collecting, examining and maintaining all network templates and supporting documentation from the National Association of Insurance Commissioners' System for Electronic Rate and Form Filing (SERFF) system;
 - b. Updating and assisting NHID in maintaining tracking tool to monitor each issuer's progress towards compliance with the network standards tracking compliance with:
 - i. Proper documentation
 - ii. Essential Community Provider (ECP) standards
 - iii. Online provider directory standards
 - iv. Provider contracts and geographical accessibility standards;
 - c. Providing technical assistance to NHID staff as they provide network adequacy standards guidance to issuers to assure adequate coverage for all residents; and
 - d. Supporting NHID staff in complying with New Hampshire's requirement for public information sessions on the carriers' proposed marketplace networks prior to open enrollment;
 7. Creating a plan compare document showing all individual and small group plans offered via the FFM;
 8. Providing training and guidance to NHID staff on an ongoing basis throughout the term of the contract, to support the development of in-house capacity in connection with all plan management functions, and
 9. Drafting of legislative amendments to incorporate current NH marketplace requirements into New Hampshire's Accident and Health RSAs including RSA 415 (Accident and Health), 415-A (Standards for Accident and Health Insurance), RSA 420-B (Health Maintenance Organizations), RSA 420-C (Preferred Provider Agreements), 420-G (Portability, Availability and Renewability of Health Coverage), and 420-J (Managed Care Law).

BACKGROUND INFORMATION

The NHID's Division of Compliance and Consumer Services bears primary operational responsibility for the plan management function and will work most closely with the contractor providing these services. The NHID currently accepts rate and file forms using the SERFF system, an essential tool of the NHID.

The 2017 NH Marketplace is projected to offer plans underwritten by 4 to 5 carriers in the individual health market, 3 -4 carriers for small businesses, 2-4 dental carriers and 2 to 3 small group carriers offering coverage exclusively outside of the Marketplace. During calendar year 2016, New Hampshire's Medicaid expansion population received coverage through QHPs, as part of the Marketplace Premium Assistance Program. The Premium Assistance Program will continue in 2018. See NH RSA 126-A:5, XXV.

For additional information on the number of carriers and plans offered in the NH Marketplace for Calendar Years 2014, 2015, 2016 and 2017 as well as key dates for 2017 Marketplace Plan Review, please review the 2017 NHID Public Information Release Marketplace Issuer Networks document available on the NHID website at: <http://www.nh.gov/insurance/lah/2017-plan-year-qhps.htm>

The NHID periodically issues bulletins on subjects relating to QHP review. In particular, it may be helpful to review Bulletin INS-16-009-AB available on the NHID website at: <http://www.nh.gov/insurance/media/bulletins/2016/documents/ins.no.16-009-ab.pdf> Also, an index of bulletins issued by NH is available at: <http://www.nh.gov/insurance/media/bulletins/2016/index.htm>

EVALUATION OF BID PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

Officials responsible for the selection of a contractor shall ensure 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 proposals 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:

- (1) Specific skills needed for completing the following tasks:

- a) At least five years of experience in the area of insurance regulatory compliance and/or examination, including at least one year of experience relating to the review of QHPs, the operation of the FFM and state Medicaid expansion programs;
- b) High technical skill for review and analysis of health plans and/or high technical skill for examination of network adequacy requirements;
- c) At least 3 years' experience in the drafting of legislation relating to Health Insurance;
- d) Knowledge of NH accident and health RSAs and rules;
- e) Working knowledge of the NH legislative process;
- f) Ability to maintain productivity standards and quality standards set by NHID;
- g) Ability to make decisions based on relevant facts, findings, federal and state laws, regulations and bulletins.
- h) Ability to meet timelines and coordinate effectively with NHID staff;
- i) Ability to assess current workflows, tools and standards of health plan management; and the ability to identify the need for new workflows, tools and standards with the capacity to incorporate changes into current structure;
- j) Experience in training and educating of staff; and
- k) Proven written and oral communication skills.

40 percent

- (2) General qualifications and related experience of the contractor:

Knowledge of health insurance regulations, plan management review, drafting health insurance regulation, CMS QHPs Templates and Tools, New Hampshire insurance laws, the ACA, and health insurance benefit designs. Knowledge or experience with the National Association of Insurance Commissioners' System for Electronic Rate and Form Filing (SERFF) system is essential. Good communication skills and a demonstrated ability to work with both industry and regulatory personnel to achieve appropriate and adequate insurance industry regulation in New Hampshire. Industry experience required. The proposal must include a summary of experience, including current curriculum vitae.

30 percent

- (3) Derivation of cost for the Contractor time:

The proposal must include the hourly or daily rate for each person working on the project, an estimate of the amount of time each person might be expected to expend on the project, and the number of days, if any, each person is expected be in attendance at the NHID during critical implementation dates. The proposal shall also specify for what time period each person will be available to the NHID, including the start date and end date in relation to the project timeline.

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 must be included within this not-to-exceed budget. No additional payments or benefits, other than payment for services included in the proposal consistent with this RFP, shall be provided by the NHID under the contract.

The review committee will evaluate proposals based on the value of the contracted staff assigned, their expected efficiency levels, and the not-to-exceed limit, as that amount will be used in the state contract with the Contractor. The response required pursuant to this part shall be sufficiently detailed to create a general expectation of the staff and the contractor's ability to complete the project within the proposal's anticipated costs and specific timeline.

30 percent

(C) Conflict of Interest. The applicant shall disclose any actual or potential conflicts of interest.

(D) Other Information.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being October 14, 2016 at noon. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include in the subject line: "Plan Management Consultant and Legislative Assistance RFP for 2018."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website: www.nh.gov/insurance, by October 21, 2016.

Potential contractors may be interviewed by the evaluation team of the NHID.

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. Any required modifications to the P-37 must be explicitly stated in the proposal. The contract award will be contingent on the availability of necessary funds.

All proposals will be publicly opened at the above stated date and time. Proposals received after the above date and time will not be considered. The state reserves the right to reject any or all proposals in part or in total.

The NHID plans to seek Governor and Council approval of the contract in December 2016. NHID will need to obtain all necessary documentation for the state contract approval from the winning bidder in an expedient manner in order to meet the contract closing date.

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

STATE OF NEW HAMPSHIRE
PLAN MANAGEMENT CONSULTANTS and NH LEGISLATIVE ASSISTANCE for
2018

SUBMISSION CHECK-OFF LIST

A successful proposal will include:

- ____ name and contact information of the person(s) we should contact should we have questions
- ____ a narrative addressing all of the objectives outlined in this RFP
- ____ a detailed timeline for the plan management project and the legislative drafting the full term of the project
- ____ a clearly labeled "Not-to-Exceed" limit amount
- ____ name and role of every person working on the project to include a summary of experience and the individual's curriculum vitae.
- ____ derivation of cost for the Contractor including (separated by plan management and legislative drafting project):
 - ____ hourly or daily rate for each person working on the project
 - ____ an estimate of the amount of time each person might be expected to expend on the project
 - ____ the number of days, if any, each person is expected to be in attendance at the NHID during critical implementation dates
 - ____ what period each person will be available to NHID, including start date and end date in relation to the project timeline

Public Consulting Group, Inc.
Plan Management Consultants and NH Legislative Assistance

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated October 28, 2016, not to exceed the total contract price of \$330,390. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

Public Consulting Group, Inc.
Plan Management Consultants and NH Legislative Assistance

Exhibit C

New Hampshire Insurance Department
Contractor Confidentiality Agreement

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

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

Margot Thistle, Senior Consultant, PCG
Printed Name of Contractor

11/14/16
Date

Margot Thistle
Contractor Signature

Public Consulting Group, Inc.
Plan Management Consultants and NH Legislative Assistance

Acknowledgement of Confidentiality - NAIC Data and Data Systems

I, MARGOT THURTELL, duly authorized to sign on behalf of Public Consulting Group ("Contractor"), hereby acknowledge the following:

Contractor is entering into an Agreement to perform certain services to assist the New Hampshire Insurance Department ("NHID") to implement a plan management health exchange, upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified therein.

Section 9 of the General Provisions of the Agreement requires that Contractor maintain the confidentiality of, among other things, data and data systems to which it has access in order to perform the tasks specified in the Agreement.

As part of its work under the Agreement, Contractor may be required to use the System for Electronic Rate and Form Filing (SERFF), State Based System (SBS) and/or I-SITE to review carrier filings, annual reports and other data stored in National Association of Insurance Commissioners ("NAIC") data systems.

The NHID's access to and use of NAIC data systems is governed generally by a Master Information Sharing and Confidentiality Agreement (executed November 12, 2003) and by a Certificate of Confidentiality to the NAIC (executed May 13, 2008) certifying that the NHID has the ability under New Hampshire law to maintain the confidentiality of data available through NAIC proprietary systems and applications, including I-SITE.

Contractor acknowledges that under Section 9 of the General Provisions of the Agreement, it, and/or its subcontractors, are bound to maintain the confidentiality of all data sources, and specifically agrees that it is bound by the confidentiality provisions of the Master Agreement and the Certificate of Confidentiality with respect to any NAIC data or data systems to which it is given access.

Signed this 14th day of November 2016, by

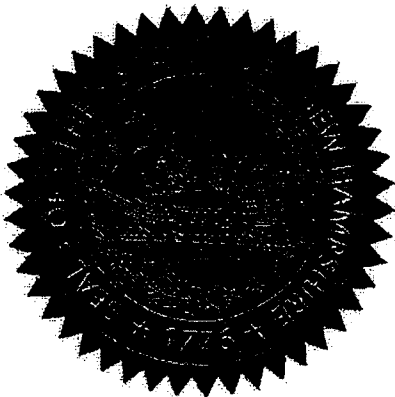
Margot Thurtell, for
Public Consulting Group.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC CONSULTING GROUP, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on January 30, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation with Seal)

RECEIVED
NOV 17 2016
INSURANCE DEPARTMENT

I, William S. Mosakowski, President & CEO of the
(Corporation Representative Name) (Corporation Representative Title)

Public Consulting Group, Inc, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President & CEO of the
(Corporation Representative Title)

Public Consulting Group, Inc, a Massachusetts corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

28th day of April 2016, which meeting was duly held in accordance with

Massachusetts law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the New Hampshire Insurance Department, providing for the performance by the Corporation of certain Plan Management Consultant services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

William Mosakowski President Name

Tony Brown Vice President Name

Dan Heaney Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President & CEO
(Title)

of the Corporation and have affixed its corporate seal this 16th day of November, 2016.

President & CEO

(Title)

William S. Mosakowski

(Seal)

STATE OF Mass

COUNTY OF Suffolk

On this the 16 day of Nov, 2016, before me, Diane E. Casey, the undersigned officer,

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

President, CEO, of Public Consulting Group, a corporation, and that

she/he, as

(Title)

(Name of Corporation)

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

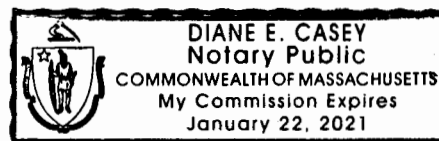
purposes therein contained, by signing the name of the corporation by her/himself as

William S. Mosakowski

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

Diane E. Casey
Notary Public/Justice of the Peace

My Commission expires: Jan. 22 2021





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2016

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 TGA Cross Insurance, Inc. 401 Edgewater Place, Suite 220 Wakefield, MA 01880 www.tgacross.com	CONTACT NAME: TGA Cross Insurance, Inc.	FAX (A/C, No): 781-246-2601
	PHONE (A/C, No, Ext): 781-914-1000	E-MAIL ADDRESS: switchboard@tgacross.com
INSURED Public Consulting Group, Inc. 148 State St., 10th fl. Boston MA 02109	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Executive Risk Indemnity Inc	
	INSURER B: Great Northern Insurance Company	
	INSURER C: Federal Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 28511255**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER			35855036	2/18/2016	2/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included EMP Ben \$ 1,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73540440	2/18/2016	2/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$N/A			79852604	2/18/2016	2/18/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			71724811	2/18/2016	2/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			68023824 Retro Date: 2/27/1997	2/18/2016	2/18/2017	Each Claim/Aggregate: 5,000,000 Deductible: 100,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2014/01)

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STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

The NH Insurance Dept.
The State

Alexander K. Feldvebel
Signature of Authorized Representative

Alexander K. Feldvebel
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

11/17/16
Date

Public Consulting Group, Inc

Name of the Contractor

William S. Mosakowski
Signature of Authorized Representative

William S. Mosakowski
Name of Authorized Representative

President & CEO
Title of Authorized Representative

November 14, 2016
Date